

Term Sheet for Amendments to
MontBleu Ground Lease

Removal of Landlord Termination Right:	The Park Cattle termination right that begins on January 1, 2018 shall be removed from the MontBleu Lease for the benefit of Tropicana and for any affiliated assignee, whether a direct or indirect assignee of Tropicana (including, without limitation, assignments to any newly-formed entities which are required in connection with Tropicana's confirmed plan of reorganization). However, such termination right, as well as the assignment and transfer fees and Park Cattle's right of first refusal (as discussed in more detail below), will apply in the event a transfer, or series of transfers, to a non-affiliated assignee results in Reorganized OpCo Corporation (which is referred to as the "grandparent" in the new Tropicana structure) owning, directly or indirectly, less than 70% of Columbia Properties Tahoe, LLC. For the avoidance of doubt, direct or indirect transfers in Reorganized OpCo Corporation will not be restricted by these provisions and will not, under any circumstances, constitute an assignment for purposes of the Lease.
Base Rent:	Commencing May 1, 2009 and continuing through December 31, 2011, the fixed rent shall be \$4M per annum, which rent concession for such period shall remain in effect for the benefit of Tropicana and for any affiliated assignee of Tropicana as described above.
Percentage Rent:	<p>1. Commencing May 1, 2009 and continuing through December 31, 2011, in addition to fixed rent, Tropicana shall pay percentage rent equal to 10% of gross revenue in excess of \$50M.</p> <p>2. As of January 1, 2012, Tropicana shall pay rent equal to the greater of (i) \$4M as increased by the same percentage that CPI has increased from 2009 thereafter, and (ii) 10% of gross revenues.</p>
Capital Expenditures:	<p>1. Park Cattle shall not release Tropicana from its obligation to use and maintain the Montbleu Premises and the furniture, furnishings, and equipment thereon in first class condition pursuant to sections 5.1 and 6.1 of the Montbleu Lease (the "<u>First Class Obligation</u>"), and Tropicana must achieve its First Class Obligation no later than December 31, 2015; provided, however, as long as Tropicana (i) maintains the Montbleu Premises in good condition and repair and complies with its remaining maintenance obligations under section 6.1 of the Montbleu Lease (which obligations, Park Cattle acknowledges, will not result in the Montbleu Premises meeting the First Class Obligation prior to December 31, 2015) and (ii) corrects the Deficiencies (as hereinafter defined) (collectively, the "<u>Interim Maintenance Obligations</u>"), Tropicana shall not be required to satisfy the Minimum CapEx Requirement (as hereinafter defined) through December 31, 2011.</p> <p>2. After December 31, 2011, and continuing through December 31, 2015, Tropicana shall be required to expend at least 5% of Gross Revenues on capital expenditures as is currently provided in the Montbleu Lease Amendment as made applicable by the Agreement and Reservation of Rights Regarding Montbleu (the "<u>Rights Agreement</u>") (the "<u>Minimum CapEx Requirement</u>"); however, only</p>

	<p>3.75% of the 5% must be spent on real property capital expenditures.</p> <p>After December 31, 2015, and continuing through termination of the Lease, (i) up to 50% of the Minimum CapEx Requirement amount may be spent on gaming systems, equipment, and other furniture, fixtures and equipment (the "<u>Gaming Allocation</u>"), and (ii) not less than 50% of the Minimum CapEx Requirement must be spent on real property capital expenditures.</p> <p>To the extent that Tropicana expends in any year greater than the amount permitted under the Gaming Allocation, such excess can be counted against the 5% amount up to 50% of such 5% amount for the following calendar year (<i>i.e.</i>, at least 2.5% of the preceding year's gross revenue must be spent on real property capital expenditures from and after December 31, 2015, through termination of the Lease).</p> <p>3. Further, through December 31, 2015, as long as Tropicana fulfills the Interim Maintenance Obligations and the Minimum CapEx Requirement, Park Cattle covenants not to default Tropicana for a breach of its First Class Obligation.</p> <p>4. By December 31, 2011, Tropicana shall correct or cause to be corrected all of the deficiencies set forth in the Schedule provided on April 3, 2009 and attached hereto (the "<u>Deficiencies</u>"). Park Cattle agrees (and the Schedule confirms) that the Deficiencies shall not include the construction of improvements at the Montbleu Premises related to any purportedly applicable seismic guidelines. Park Cattle also agrees (and the Schedule confirms) that the Deficiencies, which will be attached to the definitive agreement for the transaction, shall not include the following items which were required by previous versions of the Schedule:</p> <p>Item 7, Snow Melt System.</p> <p>Item 20, Steam Condensate System Replacement.</p> <p>Item 29, Pneumatically Controlled VAV Boxes.</p> <p>Item 30, HVAC System Pneumatic Controls.</p> <p>All such Deficiencies must be corrected on an ongoing and continual basis and on an agreed schedule (subject to the force majeure provision in Section 26.12 of the Lease), with consistent and regular expenditure of funds. In other words, the Tenant may not defer correction of the Deficiencies until, for example, November of 2011, the month preceding the reinstatement of the Minimum CapEx Requirement.</p> <p>A final Schedule 2 shall be included as an exhibit to the Lease amendments and/or such other documents as the parties enter into in connection with this Term Sheet.</p>
<p>Continuous Operations:</p>	<p>The force majeure provision in Section 26.12 of the Lease will remain in effect. However, Park Cattle will agree, subject to its consent, not to be unreasonably withheld, conditioned, or delayed, and on the condition that the non-restricted gaming license is not jeopardized, that Tenant will not be in violation of the</p>

	continuous use covenant by taking portions of the property out of service for renovation, remodeling, repair, maintenance, capital improvements or other construction-related matters.
Attorneys Fees:	Park Cattle shall be entitled to 100% (not 200%) of its reasonable attorneys fees as set forth in the Exhibit 2 to the Rights Agreement. Tenant will also be entitled to its reasonable attorneys fees (i.e., the entitlement will be mutual).
Excluded IP; Grant of License for Certain IP Upon Termination:	<p>Upon termination of the Montbleu Lease for any reason, as part of Tropicana's surrender obligations, Tropicana shall surrender all IP utilizing or relating to the Montbleu name and marks.</p> <p>However, Tropicana shall retain all IP utilizing or relating to the Tropicana name and marks (or any other name and marks Tropicana utilizes in or for the property during the term of the Montbleu Lease); provided, however, Tropicana shall grant to Park Cattle a twelve month royalty-free license to use the name and marks Tropicana was utilizing at the time of such termination in or for the Montbleu Premises (subject to customary license terms, such as quality control and brand standards).</p>
Assignment Provisions:	<p>Park Cattle shall not have any right of first refusal with respect to, and no assignment or transfer fees shall be payable by Tropicana in connection with any assignment to an affiliate of Tropicana (including, without limitation, assignments to any newly-formed entities which are required in connection with Tropicana's confirmed plan of reorganization) as provided above; provided that the Montbleu Lease Guaranty discussed below remains in full force and effect following such assignment and the Guarantor reaffirms its obligations under such Guaranty.</p> <p>In addition, Park Cattle will also agree to delete Article IX of Exhibit 2 to the Rights Agreement.</p>
Leasehold Mortgages:	<p>Park Cattle will permit leasehold mortgages in accordance with the original provisions of Section 19.1 of the Lease, and all of the other provisions of Section 19 will be reinstated by deletion of Article X of Exhibit 2 to the Rights Agreement. Park Cattle will also permit Leasehold mortgages in connection with any (i) debtor-in-possession financing, if such debtor-in-possession financing is already in place and is not satisfied through Tropicana's plan of reorganization; (ii) any exit financing for Tropicana's emergence from bankruptcy; (iii) any acquisition financing by any assignee of the Lease; or (iv) any refinancings of any of the foregoing; provided, however, that, with respect to any acquisition financing or any other refinancings, the mortgagee is a qualified mortgagee (to be defined by the parties) and Park Cattle is not required to subordinate to any such Leasehold mortgages. The Debtor's leasehold interest in the MontBleu shall be used to secure only that portion of any such financings as is reasonably allocable to the MontBleu based on the value of the MontBleu leasehold in relation to the other properties pledged as security for the financings; and (2) Park Cattle will agree that any mortgagee which is in possession by virtue of foreclosure shall be entitled to transfer the leasehold interest once without having to pay the assignment fee or the transfer fee, and without having to provide Park Cattle its right of first refusal and no such fees or right of first refusal shall apply to the foreclosure as well.</p>

<p>Guaranty:</p>	<p>The Montbleu Lease shall be guaranteed by New Tropicana Opco (described below) (the "<u>Guarantor</u>"), and the dissolution, termination of existence, or other material event that causes a MAC with respect to the Guarantor will be an event of default</p> <p>In this regard, Park Cattle understands that New Tropicana Opco (the "child"), a subsidiary of New Tropicana Holdings, holds the interests in the various other companies, including the casinos.</p> <p>Park Cattle will be entitled to a replacement Guaranty on terms to be further negotiated between the parties. Guarantor will be released from certain obligations under the Guaranty on terms to be further negotiated between the parties.</p>
<p>Additional Terms:</p>	<ol style="list-style-type: none"> 1. Section 24.1 of the MontBleu Lease will be deleted. 2. The Rights Agreement will be amended and restated to clarify that the assignment fee and the transfer fee will be due upon any direct or indirect transfer which results in a change of control only as set forth herein. 3. The structure contemplated by this Term Sheet assumes that the MontBleu Tenant is the same entity as the entity which is responsible for operations and will not be separated. 4. 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. 5. 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. 6. 2008 audited financial statements for (i) Tropicana Entertainment, LLC ("<u>TE</u>") shall be delivered by Tropicana, and (ii) Tropicana Casinos and Resorts, Inc. ("Wimar") 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). 7. 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. 8 Park Cattle is considering, but has not agreed to, Tropicana's request that the right of first refusal not apply to an indirect transfer or direct transfer of less than 100% of the interests in Columbia Properties Tahoe, LLC.

	9. 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.
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REVIEWED, APPROVED AND AGREED:

DATED: April 17, 2009.

PARK CATTLE CO.
Now known as EDGEWOOD COMPANIES

By Sorden H. DePash
Authorized Representative

DATED: _____, 2009.

TROPICANA ENTERTAINMENT, LLC
And Related entities

By _____
Authorized Representative

SCHEDULE 2

MONT BLEU DEFICIENCY LIST

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
1.	Plumbing	Abandoned Domestic Hot Water Heat Exchanger and Piping	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	4.1	4	Columbia Properties Tahoe ("CPT" and/or "Tenant") will remove abandoned heat exchanger, cap off associated plumbing, and install redundant heat exchanger if necessary in accord with cited reference.
2.	Plumbing	Kitchen Grease Interceptor Enzyme Treatment	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	4.2	5	Complete; to be removed from Schedule.
3.	Plumbing	Can Washing Grease Interceptor	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	4.3	6	Complete; to be removed from Schedule.
4.	Plumbing	Domestic Hot Water Pumps	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	4.4	6	Tenant to replace domestic hot water heaters upon failure and/or as reasonably necessary in accord with cited reference.

¹ Tracking numbers are for identification purposes only. Tracking numbers followed by * are deficiencies designated as "first priority" by Park Cattle Co., which the Tenant acknowledges will be afforded appropriate corrective priority. Tenant agrees to accord first priority to all deficiencies that implicate life safety or health concerns.

² The cited references in this column are specifically incorporated by reference into this Schedule 2 to the Mont Bleu Term Sheet. Where indicated, required corrective action is to be performed in accord with the recommendations in the cited references. Tenant acknowledges receipt of the cited references.

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
5.	Plumbing	Domestic Water Service Meters Certification Record	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	4.5	6	Tenant to raise water meter above sump and water level to allow for accurate readings.
6.	Plumbing	Damaged and Corroded Domestic Hot Water Pipe and Pipe Insulation	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	4.6	7	Tenant to replace pipe insulation in accord with cited reference; balance of items in cited reference will not be performed.
7. *	Plumbing	Snow Melt System	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	4.7	7	Disputed; item to be removed from Schedule.
8. *	HVAC	Casino Built Up Air Handler Repairs	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.1	7	Tenant to correct deficiency in accord with recommendations in cited reference.
9.	HVAC	Rooftop Packaged Air Handlers	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.2	10	Tenant to correct deficiency in accord with recommendations in cited reference.
10. *	HVAC	Casino and Hotel Fire-Rated Wall Construction	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection,	5.3	12	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the March 20, 2009 Study of Fire

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
			Plumbing Systems			Protection Capability for Mont Bleu (William A. Greene) ³ as adopted and implemented by the Tahoe Douglas Fire Protection District.
11. *	HVAC	Duct Shaft Fire-Rated Wall Construction	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.4	13	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
12. *	HVAC	Duct Shaft and Rated Wall/Smoke Dampers	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.5	14	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
13. *	HVAC	Smoke Detector Spacing in Casino	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.6	14	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.

³ Incorporated by this reference.

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
14. *	HVAC	Laundry Room 2 Hour Fire Resistive Wall Construction	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.7	14	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
15. *	HVAC	Laundry Room Rated Wall Duct Penetration FSD	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.8	16	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
16. *	HVAC	Laundry Room Air Balance	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.9	18	Tenant has obtained air balance study from Southland. Tenant to implement recommendations of Southland as related to air balance issues in accord with recommendations in cited reference.
17. *	HVAC	Engineered Smoke Control	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.10	20	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
18. *	HVAC	Spa and Pool Mechanical Rooms	October 27, 2008 CTG MB Casino and Hotel	5.11	21	Tenant to correct deficiency in accord with recommendations in cited

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
		Ventilation and Exhaust	Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems			reference.
19.	HVAC	Supports and Seismic Bracing	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.12	21	Inapplicable; to be removed from Schedule.
20.	HVAC	Steam Condensate System Replacement	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.13	22	Disputed; item to be removed from Schedule.
21.	HVAC	Steam Deaerator	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.14	23	Tenant to correct deficiency in accord with recommendations in cited reference.
22.	HVAC	Flexible Connections at Central Plant Pumps	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.15	23	Tenant to replace flexible connections at central plant pumps upon failure and/or as reasonably necessary in accord with recommendations in cited reference. Replacement program will continue beyond December 31, 2011, through termination of the lease.
23.	HVAC	Existing Central Plant Pumps	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.16	24	Tenant to replace existing central plant pumps upon failure and/or as reasonably necessary in accord with recommendations in cited reference. Replacement program will continue beyond December 31, 2011, through

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
						termination of the Lease.
24.	HVAC	Ventilation Fan in Passenger Elevator Machine Room	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.17	25	Complete; to be removed from Schedule.
25.	HVAC	Grease at Kitchen Exhaust Fans and Ducts	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.18	25	Tenant to correct deficiency in accord with cited reference by placing on "Maximo" (or reasonable equivalent) preventative maintenance management system and conducting regular preventative maintenance.
26.	HVAC	Corroded Pipe and Damaged Pipe Insulation	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.19	25	Tenant to correct deficiency in accord with cited reference.
27.	HVAC	Health Club Air Distribution	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.20	25	Tenant to correct deficiency in accord with cite reference.
28.	HVAC	Kitchen Exhaust and General Exhaust Fans	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.21	26	Tenant to replace kitchen exhaust and general exhaust fans upon failure and/or as reasonably necessary in accord with recommendations in cited reference.
29.	HVAC	Pneumatically Controlled VAV	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report	5.22	26	Disputed; item to be removed from Schedule.

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
		Boxes	Mechanical, Fire Protection, Plumbing Systems			
30.	HVAC	HVAC System Pneumatic Controls	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.23	27	Disputed; item to be removed from Schedule.
31.	HVAC	Abandoned Redundant Cooling Tower	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.24	27	Tenant to correct deficiency in accord with cited reference.
32. *	HVAC	Miscellaneous Laundry Room Issues	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.25	27	Tenant to correct deficiencies in accord with cited reference.
33.	HVAC	Preventative Maintenance Program and Maintenance Staff Level	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	5.26	27	Tenant to continue in its use of "Maximo" preventative maintenance system or equivalent. All major building systems and system components will be input into "Maximo" for preventative maintenance in accord with the manufacturers' recommendations or appropriate industry standards for preventive maintenance (where manufacturers' recommendations are not available), by December 31, 2009. Preventative maintenance on major

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
						<p>building systems and components to be conducted thereafter pursuant to "Maximo" system.</p> <p>Tenant acknowledges that there are currently 16 employees in the engineering/maintenance department.</p> <p>Tenant to consider hiring, in its discretion, full time in house electrician for the purpose of correcting the electrical deficiencies set forth in this schedule.</p>
34.	Mechanical/ HVAC Documents Needed ⁴		October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	7.1	28	<p>Tenant to provide the following documents in the cited reference: a, b, c, d, e, f, I, j, l, m, o, p, v, aa, and bb.</p> <p>Tenant to provide the following documents in the cited reference only to the extent that corrective action for the deficiencies that the documents relate to is required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District: n, q, r, s.</p> <p>Tenant will not be required to provide the remaining documents in the cited</p>

⁴ The provision of documents as noted in this section shall not diminish the Tenant's continuing obligation to provide documents pursuant to the Mont Bleu Lease Amendment.

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
						reference.
35.	Mechanical/ HVAC Recommended Engineering Studies and Designs		October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	7.2	30	Tenant to provide the following documents in the cited reference: f, l, o, and q. Tenant to provide the following documents in the cited reference only to the extent that corrective action for the deficiencies that the documents relate to is required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District: c, f, g, h, i, j, k, m, n. Tenant will not be required to provide the remaining documents in the cited reference.
36. *	Fire Protection	Rooftop Air Handler Smoke Control Capability	October 27, 2008 CTG MB Casino and Hotel Condition Assessment Report Mechanical, Fire Protection, Plumbing Systems	6.2	28	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
37.	Fire Protection	Missing Escutcheons—Main Entry	November 6, 2008 Overhead Fire Protection Report		1	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
38.	Fire Protection	Improper Head Spacing—Casino	November 6, 2008 Overhead Fire Protection		1	Tenant to correct deficiency in accord with the recommendations in the cited

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
		Floor	Report			reference only if required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
39. *	Fire Protection	Antifreeze Loops— Casino	November 6, 2008 Overhead Fire Protection Report		2	Complete; item to be removed from Schedule.
40. *	Fire Protection	Sprinkler Heads— Casino Cage	November 6, 2008 Overhead Fire Protection Report		2	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
41.	Fire Protection	Sprinkler Head— Buffet Area	November 6, 2008 Overhead Fire Protection Report		2	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
42.	Fire Protection	Recall Sprinkler Heads—Kitchen Areas	November 6, 2008 Overhead Fire Protection Report		3	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
43.	Fire Protection	Sprinkler Heads— Liquor Storage	November 6, 2008 Overhead Fire Protection Report		3	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
44.	Fire Protection	Sprinkler Head/Missing Escutcheon—West Entry	November 6, 2008 Overhead Fire Protection Report		3	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
45.	Fire Protection	Sprinkler Heads— Loading Dock	November 6, 2008 Overhead Fire Protection Report		3	Tenant to correct the deficiency in accord with the recommendations in the cited reference.

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
46.	Fire Protection	Seismic Bracing— Dry Goods Storage	November 6, 2008 Overhead Fire Protection Report		3	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
47.	Fire Protection	Disconnected Sprinkler Heads— Dry Goods Storage	November 6, 2008 Overhead Fire Protection Report		3	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
48. *	Fire Protection	Sprinkler Heads— Laundry Room	November 6, 2008 Overhead Fire Protection Report		4	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
49.	Fire Protection	Sprinkler Heads/Heat Collectors— Catwalk Area	November 6, 2008 Overhead Fire Protection Report		4	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
50.	Fire Protection	Code Compliance	November 6, 2008 Overhead Fire Protection Report		4	Item to be removed from Schedule; superseded by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
51. *	Fire Protection	Tamper Switch Wiring—Dry System for Garage	November 6, 2008 Overhead Fire Protection Report		4	Complete; item to be removed from Schedule.
52.	Fire Protection	Standpipes—Garage	November 6, 2008 Overhead Fire Protection Report		5	Tenant to correct the deficiency in accord with the recommendations in the cited reference.
53.	Fire Protection	Sprinkler Coverage—Garage	November 6, 2008 Overhead Fire Protection Report		5	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
						March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
54.	Fire Protection	Pipe Hangers— Garage	November 6, 2008 Overhead Fire Protection Report		5	Tenant to correct deficiency in accord with the recommendations in the cited reference only if required by the March 20, 2009 Study of Fire Protection Capability for Mont Bleu (William A. Greene) as adopted and implemented by the Tahoe Douglas Fire Protection District.
55.	Fire Protection	Sprinkler Head Condition--Guest Floors 6 and 7	November 6, 2008 Overhead Fire Protection Report		6	Tenant to correct deficiency in accord with recommendations in cited reference.
56.	Fire Protection	Sprinkler Head Coverage--Guest Floors 5, 7, 8, and 9	November 6, 2008 Overhead Fire Protection Report		6	Complete; item to be removed from Schedule.
57.	Fire Protection	Control Valves— Floors 3, 4, and 5	November 6, 2008 Overhead Fire Protection Report		6	Complete; item to be removed from Schedule.
58. *	Fire Protection	Antifreeze Loops	November 6, 2008 Overhead Fire Protection Report		6	Complete; item to be removed from Schedule.
59. *	Electrical	Electrical Code Deficiencies - General	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	2.0.A.	5	Tenant to correct deficiency in accord with recommendations in cited reference.
60. *	Electrical	Other Code Deficiencies	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report	2.0.B.	7	Tenant to correct deficiency in accord with recommendations in cited

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
			Electrical Systems			reference.
61.	Electrical	Main Incoming Service Equipment	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.A.	8	Tenant to correct deficiency in accord with recommendations in cited reference.
62.	Electrical	Utility Vault	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.A.1.	8	Tenant to correct deficiency in accord with recommendations in cited reference.
63.	Electrical	Busways	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.A.2.	9	Tenant to correct deficiency in accord with recommendations in cited reference.
64. *	Electrical	Main Service Switchboard MSB (MSB-1 & MSB-2)	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.A.3.	9	Tenant to correct deficiency in accord with recommendations in cited reference.
65.	Electrical	Main Service Switchboard MSB-3	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.A.4.	11	Tenant to correct deficiency in accord with recommendations in cited reference.
66.	Electrical	Main Service Switchboard MSB-4	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.A.5.	12	Tenant to correct deficiency in accord with recommendations in cited reference.
67. *	Electrical	Emergency Generators	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.B.1.	13	Tenant to correct deficiency in accord with recommendations in cited reference.
68. *	Electrical	Generator Paralleling Switchgear	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.B.2.	14	Tenant has completed testing set forth in cite reference. Tenant will clean and calibrate the generator paralleling switchgear in accord with the recommendations in the cited

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
						reference.
69. *	Electrical	Automatic Transfer Switches ATS-1, ATS-2, & ATS-3, CCB and Fire Pump	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.B.3.	15	Tenant has completed testing set forth in cite reference. Tenant will clean and calibrate the automatic transfer switches in accord with the recommendations in the cited reference.
70.	Electrical	Emergency Distribution Panel EM-1	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.B.4.	16	Tenant to correct deficiency in accord with recommendations in cited reference.
71.	Electrical	Emergency Distribution Panel EM-2	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.B.5.	17	Tenant to correct deficiency in accord with recommendations in cited reference.
72. *	Electrical	Motor Control Center MCC-DC, MCC-EDME and MCC-DME	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.C.1.	18	Tenant to correct deficiency in accord with recommendations in cited reference.
73.	Electrical	Motor Control Center MCCA (Kitchen)	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.C.2.	20	Tenant to correct deficiency in accord with recommendations in cited reference.
74. *	Electrical	Motor Control Center MCC-PR (Pool Room)	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.C.3.	21	Tenant to correct deficiency in accord with recommendations in cited reference.
75.	Electrical	Motor Control Center MMC-MF (Main Fan Control Room)	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.C.4.	22	Tenant to correct deficiency in accord with recommendations in cited reference.

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
76.	Electrical	Motor Control Center EMCC (Generator Room)	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.C.5.	23	Tenant to correct deficiency in accord with recommendations in cited reference.
77. *	Electrical	Variable Frequency Drives (VFD)	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.D.1.	25	Tenant to correct deficiency in accord with recommendations in cited reference.
78.	Electrical	Electrical Panelboards	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.E.	25	Tenant to correct deficiency in accord with recommendations in cited reference.
79. *	Electrical	Infrared Scans	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.F.	26	Complete; to be removed from Schedule.
80. *	Electrical	Transformers	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.G.	27	Tenant to correct deficiency in accord with recommendations in cited reference.
81.	Electrical	Electrical Systems Studies	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.H.	29	Tenant to correct deficiency in accord with recommendations in cited reference.
82.	Electrical	Grounding Systems	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.I.	29	Tenant to correct deficiency in accord with recommendations in cited reference.
83.	Electrical	Wiring Devices	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.J.	30	Tenant to confirm that GFCI's are installed in all guest rooms and that GFCI's are in working order; Tenant to replace non-functioning switches, plugs, and other wiring devices.

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
84.	Electrical	Lighting Fixtures	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.K.	30	Tenant to correct deficiency in accord with recommendations 2 and 3 in cited reference.
85.	Electrical	Electrical Rooms Identification	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.L.	31	Tenant to correct deficiency in accord with recommendations in cited reference.
86.	Electrical	Documents Requested	November 19, 2008 CTG MB Casino and Hotel Condition Assessment Report Electrical Systems	3.0.M.	31	Tenant to provide requested documents in cited reference.
87.	Roofing	Seaman KEE Roofing	October 17, 2008 WJE MontBleu Resort Casino & Spa Roofing Condition Report		2	Tenant to correct the deficiency in accord with the recommendations in the cited reference modified as follows: <ol style="list-style-type: none"> 1. Tenant to perform roof inspections and maintenance in accord with the applicable warranties; 2. Tenant to repair damage noted in drawing A101; 3. Tenant to review technique used to attach the roofing membrane over the stucco substrate of the tower cornice. Tenant to take reasonably appropriate corrective action if method of attachment will not provide code required wind-uplift resistance.
88. *	Roofing	Carlisle TP Roofing	October 17, 2008 WJE MontBleu Resort Casino & Spa Roofing Condition Report		2	Tenant to correct the deficiency in accord with the recommendations in the cited reference modified as

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
						<p>follows:</p> <ol style="list-style-type: none"> 1. Tenant to perform roof inspections and maintenance in accord with the applicable warranties; 2. Tenant to take reasonably appropriate corrective action to address the presence of moisture in the roof assembly as set forth in the March 10, 2008, report of James Strong of Wiss, Janney, Elstner & Associates.⁵ <p>Tenant acknowledges receipt of the foregoing report.</p>
89.	Roofing	Modified Bitumen Roofing	October 17, 2008 WJE MontBleu Resort Casino & Spa Roofing Condition Report		2	Tenant to correct deficiency in accord with the recommendations in the cited reference as modified, if at all, by the work that the parties agree is reasonably necessary relative to the garage elevator and stairwell penthouses. In any event, the roofs on the garage elevator and stairwell penthouses will be replaced by 2011.
90. *	Roofing	Pool Deck Waterproofing	October 17, 2008 WJE MontBleu Resort Casino & Spa Roofing Condition Report		3	Tenant will correct the deficiency in accord with the recommendations in the cited reference.

⁵ Incorporated by this reference.

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
91.	Roofing	Walls Adjacent to Roofs	October 17, 2008 WJE MontBleu Resort Casino & Spa Roofing Condition Report		4	Tenant to correct deficiency in accord with the recommendations in the cited reference; provided, however, that the work will be coordinated with the exterior work set forth in items 96-103.
92. *	Roofing	Sheet Metal Copings	October 17, 2008 WJE MontBleu Resort Casino & Spa Roofing Condition Report		4	Tenant to correct the deficiency in accord with the recommendations in the cited reference modified as follows: Tenant will take reasonably appropriate corrective action with regard to recommendations 1, 2, 3, and 4, all in accordance with recommendation 5, and will observe the recommendation in item 6 in performing such work.
93.	Roofing	Roof Drainage	October 17, 2008 WJE MontBleu Resort Casino & Spa Roofing Condition Report		5	Disputed; parties to meet and confer in good faith to identify material deficiencies relative to roof drainage and to develop a mutually acceptable scope of repair to be implemented by December 31, 2011.
94.	Roofing	Roof Top Equipment Attachment	October 17, 2008 WJE MontBleu Resort Casino & Spa Roofing Condition Report		5	Tenant to correct deficiency in accord with recommendations in cited reference.
95.	Roofing	General Recommendations	October 17, 2008 WJE MontBleu Resort Casino & Spa Roofing Condition Report		5	Tenant to correct deficiency in accord with recommendations in cited reference.

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96. *	Exterior	Sealant	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		2	Tenant to correct deficiency in accord with recommendations in cited reference.
97. *	Exterior	Balconies	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		2	Tenant to correct deficiency in accord with recommendations in cited reference.
98.	Exterior	Stucco	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		2	Tenant to correct deficiency in accord with recommendations in cited reference.
99.	Exterior	Concrete Masonry Units (CMU)	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		3	Tenant to correct deficiency in accord with recommendations in cited reference.
100.	Exterior	Coatings	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		3	Tenant to correct deficiency in accord with recommendations in cited reference.
101. *	Exterior	Curtain Wall	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		3	Tenant to correct deficiency in accord with recommendations in cited reference.
102.	Exterior	Lower Cornices	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		5	Tenant to correct deficiency in accord with recommendations in cited reference.

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
103.	Exterior	Tower Cornice	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		5	Tenant to correct deficiency in accord with recommendations in cited reference.
104.	Exterior	Glued Laminated Timbers (Glulam)	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		6	Tenant will clean and seal the glulam beams.
105.	Exterior	Site Concrete	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		6	Tenant to correct deficiency in accord with recommendations in cited reference.
106.	Exterior	Miscellaneous	October 21, 2008 WJE MontBleu Resort Casino & Spa Façade Condition Report		6	Tenant to correct the deficiency in accord with the recommendations in cited reference in accord with the protocols set forth in Wise Consulting's MontBleu Resort Casino & Spa Facility Wide Fungal Assessment, February, 2009, and to perform any related and additional hygiene work as recommended in the MontBleu Resort Casino & Spa Facility Wide Fungal Assessment.
107. *	Mold/Hygiene	Guest Rooms and Fan Coil Units	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	1	Tenant to correct the deficiency in accord with the recommendations in cited reference in accord with the protocols set forth in Wise Consulting's MontBleu Resort Casino & Spa Facility Wide Fungal Assessment, February, 2009, and to perform any related and additional

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
						hygiene work as recommended in the MontBleu Resort Casino & Spa Facility Wide Fungal Assessment.
108.	Mold/Hygiene	Roof Mounted Packaged Air Handling Units	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	1	Tenant to correct the deficiency in accord with the recommendations in cited reference in accord with the protocols set forth in Wise Consulting's MontBleu Resort Casino & Spa Facility Wide Fungal Assessment, February, 2009, and to perform any related and additional hygiene work as recommended in the MontBleu Resort Casino & Spa Facility Wide Fungal Assessment.
109.	Mold/Hygiene	Main Fan Room	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	1	Tenant to correct the deficiency in accord with the recommendations in cited reference in accord with the protocols set forth in Wise Consulting's MontBleu Resort Casino & Spa Facility Wide Fungal Assessment, February, 2009, and to perform any related and additional hygiene work as recommended in the MontBleu Resort Casino & Spa Facility Wide Fungal Assessment.
110.	Mold/Hygiene	Pool/Spa	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	1	Complete; item to be removed from Schedule.
111.	Mold/Hygiene	Stairwell, 8th Floor, A Wing	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and	Table 2	2	Tenant to correct the deficiency in accord with the recommendations in cited reference in accord with the

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
			Recommendations			protocols set forth in Wise Consulting's MontBleu Resort Casino & Spa Facility Wide Fungal Assessment, February, 2009, and to perform any related and additional hygiene work as recommended in the MontBleu Resort Casino & Spa Facility Wide Fungal Assessment.
112.	Mold/Hygiene	Housekeeping Rooms	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	2	Tenant to correct the deficiency in accord with the recommendations in cited reference in accord with the protocols set forth in Wise Consulting's MontBleu Resort Casino & Spa Facility Wide Fungal Assessment, February, 2009, and to perform any related and additional hygiene work as recommended in the MontBleu Resort Casino & Spa Facility Wide Fungal Assessment.
113.	Mold/Hygiene	Fire Exit Corridors	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	2	Tenant to correct the deficiency in accord with the recommendations in cited reference in accord with the protocols set forth in Wise Consulting's MontBleu Resort Casino & Spa Facility Wide Fungal Assessment, February, 2009, and to perform any related and additional hygiene work as recommended in the MontBleu Resort Casino & Spa Facility Wide Fungal Assessment.
114.	Mold/Hygiene	Roof and Wall Cavities (Tower)	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and	Table 2	2	Complete; item to be removed from Schedule.

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		Cornice)	Recommendations			
115.	Mold/Hygiene	Men's Spa Showers	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	2	Complete; item to be removed from Schedule.
116.	Mold/Hygiene	Carpet at Hallway Between Garage and Retail Space/North Exterior	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	2	Complete; item to be removed from Schedule.
117.	Mold/Hygiene	Buffet Waitress Station	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	2	Complete; item to be removed from Schedule.
118.	Mold/Hygiene	Main Kitchen, Storage Closet	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	2	Tenant to correct the deficiency in accord with the recommendations in cited reference in accord with the protocols set forth in Wise Consulting's MontBleu Resort Casino & Spa Facility Wide Fungal Assessment, February, 2009, and to perform any related and additional hygiene work as recommended in the MontBleu Resort Casino & Spa Facility Wide Fungal Assessment.
119.	Mold/Hygiene	Utility Elevator for Former Stone Street	October 17, 2008 Exponent Report of Industrial Hygiene Investigation and Recommendations	Table 2	2	Complete; item to be removed from Schedule.
120. *	Asbestos	Facility Wide	November 6, 2008 SCS Engineers		2	Item complete; Recommendations in facility wide asbestos survey to be

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
		Asbestos Survey	Inspections and Materials Testing Report			observed going forward.
121. *	Garage	Cracking of Post Tensioned Slabs and Girders on Uppermost Level	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		2	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
122. *	Garage	Damage to Post Tensioning Tendons	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		2	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
123. *	Garage	Movement of and Damage to Parapets	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		2	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. Upon receipt of the Tenant's garage

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						consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
124. *	Garage	Spalling of Concrete and Corrosion of Steel	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		2	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
125. *	Garage	Chloride Ingress	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		3	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.

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126. *	Garage	Freeze Thaw Damage	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		4	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
127. *	Garage	Diagonal Cracking in Columns	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		4	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
128. *	Garage	Control and Drainage of Water	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		5	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
						faith to determine and agree upon what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
129. *	Garage	General Lack of Upkeep	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		5	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
130. *	Garage	Seismic Issues	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		5	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
131. *	Garage	Poor Quality and	November 18, 2008 WJE Mont Bleu Garage		6	Pending. Awaiting Tenant's consultant's report relative to the

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		Incomplete Repairs	Condition Assessment			garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
132. *	Garage	Specific Review of the Reigstad Report	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		6	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
133. *	Garage	Overall Disrepair of Grounds	November 18, 2008 WJE Mont Bleu Garage Condition Assessment		7	Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to WJE's November 18, 2008, Mont Bleu Garage Condition Assessment. 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 what work is reasonably necessary to

TRACKING ¹	CATEGORY	DEFICIENCY	REFERENCE ²	SECTION	PAGE	REQUIRED ACTION
						correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.