

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division
CASE NO.: 09-2106-MD-GOLD/GOODMAN**

IN RE:

**FONTAINEBLEAU LAS VEGAS
CONTRACT LITIGATION**

MDL NO. 2106

This document relates to all actions.

**NOTICE OF FILING ON THE PUBLIC RECORD
DECLARATIONS OF ROBERT W. BARONE, BRANDON BOLIO,
AND JEFF SUSMAN PREVIOUSLY FILED UNDER SEAL IN SUPPORT
OF BANK OF AMERICA, N.A.'S MOTION FOR SUMMARY JUDGMENT**

Defendant Bank of America N.A. (“BANA”) hereby gives notice that it is filing on the public record certain documents, previously filed under seal in support of BANA’s Motion for Summary Judgment in the above-titled case.

On October 4, 2013, this Court issued an Order Upon Mandate [D.E. #368] requiring the parties to specify, by district court docket entry number, which documents previously filed under seal could be unsealed.¹ However, because the parties could not view the sealed entries on the electronic CM/ECF docket in this case—and therefore, could not determine which district court docket entry numbers corresponded to each sealed document—the Court later issued a Sua Sponte Order Regarding Mandate and Documents Filed Under Seal [D.E. #370] requiring the parties to make a recommendation by November 1, 2013 regarding how they proposed to comply

¹ The parties previously filed with the Eleventh Circuit a letter dated December 14, 2012, identifying documents and testimony that should remain sealed. Since that time, the parties have determined that certain evidence included on that list no longer needs to remain sealed and, upon further review of the record, the parties have identified other evidence that should remain sealed which was inadvertently omitted from the letter.

with this Court's October 4, 2013 Order Upon Mandate.

On November 1, 2013, the parties filed a Joint Notice Regarding Proposal for Partially Unsealing Summary Judgment Filings [D.E. #373]. The parties proposed submitting to the Court redacted copies of all memoranda of law and statements of material facts, in addition to one copy of each exhibit and a single compilation of each witness's deposition transcript excerpts cited in all memoranda of law. On November 5, 2013, this Court entered an Order Approving Joint Proposal [D.E. #374], approving the parties' joint proposal and ordering the parties to file via CM/ECF redacted copies of the summary judgment memoranda of law, statements of facts, and exhibits, on or before December 6, 2013.

BANA previously filed under seal the declarations and accompanying exhibits listed below on August 5, 2011 in support of its motion for summary judgment. In compliance with this Court's Order Approving Joint Proposal, BANA now files the following declarations and exhibits on the public record:²

DECLARATION OF ROBERT W. BARONE AND EXHIBITS			
No.	Exhibit	BATES Nos.	Filing Status
--	Declaration of Robert W. Barone		Publicly filed (attached)
1	Barone Ex. 1	BANA_FB00104126-79	Publicly filed (attached)
2	Barone Ex. 2	IVI 029026-778	Publicly filed (attached)
3	Barone Ex. 3	IVI 075239-43	Publicly filed (attached)
4	Barone Ex. 4	IVI 078189-246	Publicly filed (attached)
5	Barone Ex. 5	IVI 029967-30892	Publicly filed (attached)
6	Barone Ex. 6	IVI 078285-89	Publicly filed (attached)
7	Barone Ex. 7	IVI 079130-32	Publicly filed (attached)
8	Barone Ex. 8	IVI 079987-80041	Publicly filed (attached)
9	Barone Ex. 9	IVI 080316-20	Publicly filed (attached)
10	Barone Ex. 10	BANA_FB00864253-55	Publicly filed (attached)

² Additional documents previously filed under seal related to BANA's Motion for Summary Judgment and Plaintiffs' Motion for Partial Summary Judgment, including the respective memoranda of law and statements of facts, will be filed under separate cover.

DECLARATION OF ROBERT W. BARONE AND EXHIBITS			
No.	Exhibit	BATES Nos.	Filing Status
11	Barone Ex. 11	IVI 038731-39	Publicly filed (attached)
12	Barone Ex. 12	BANA_FB00216853-79	Publicly filed (attached)
13	Barone Ex. 13	IVI 080500-21	Publicly filed (attached)
14	Barone Ex. 14	IVI 038876-933	Publicly filed (attached)

DECLARATION OF BRANDON BOLIO AND EXHIBITS			
No.	Exhibit	BATES Nos.	Filing Status
--	Declaration of Brandon Bolio		Publicly filed (attached)
1	Bolio Ex. 1	BANA_FB00204948-5092 (Dep. Ex. 72)	Publicly filed (attached)
2	Bolio Ex. 2	BANA_FB00342543-82	Publicly filed (attached)
3	Bolio Ex. 3	BANA_FB00342590-93	Publicly filed (attached)
4	Bolio Ex. 4	BANA_FB00342587-89	Publicly filed (attached)
5	Bolio Ex. 5	BANA_FB00342583-86	Publicly filed (attached)
6	Bolio Ex. 6	BANA_FB00094015-19	Publicly filed (attached)
7	Bolio Ex. 7	BANA_FB00280278-324	Publicly filed (attached)
8	Bolio Ex. 8	BANA_FB00331977-79	Publicly filed (attached)
9	Bolio Ex. 9	BANA_FB00331967-69	Publicly filed (attached)
10	Bolio Ex. 10	BANA_FB00331970-72	Publicly filed (attached)
11	Bolio Ex. 11	BANA_FB00103783-838	Publicly filed (attached)
12	Bolio Ex. 12	BANA_FB00103875-933	Publicly filed (attached)
13	Bolio Ex. 13	BANA_FB00281969-2022	Publicly filed (attached)
14	Bolio Ex. 14	BANA_FB00104126-179	Publicly filed (attached)
15	Bolio Ex. 15	BANA_FB00104216-73	Publicly filed (attached)
16	Bolio Ex. 16	BANA_FB00104302-56	Publicly filed (attached)
17	Bolio Ex. 17	BANA_FB00104357-59	Publicly filed (attached)
18	Bolio Ex. 18	BANA_FB00339288-345	Publicly filed (attached)
19	Bolio Ex. 19	BANA_FB00285946-50	Publicly filed (attached)
20	Bolio Ex. 20	BANA_FB00342602-05	Publicly filed (attached)
21	Bolio Ex. 21	BANA_FB00180358-67	Publicly filed (attached)
22	Bolio Ex. 22	BANA_FB00234162-72	Publicly filed (attached)
23	Bolio Ex. 23	BANA_FB00103934-43	Publicly filed (attached)
24	Bolio Ex. 24	BANA_FB00234904-14	Publicly filed (attached)
25	Bolio Ex. 25	BANA_FB00235144-54	Publicly filed (attached)
26	Bolio Ex. 26	BANA_FB00104279-88	Publicly filed (attached)
27	Bolio Ex. 27	BANA_FB00339350-54	Publicly filed (attached)
28	Bolio Ex. 28	BANA_FB00235740-45	Publicly filed (attached)
29	Bolio Ex. 29	BANA_FB00103867-72	Publicly filed (attached)
30	Bolio Ex. 30	BANA_FB00103944-49	Publicly filed (attached)
31	Bolio Ex. 31	BANA_FB00104110-15	Publicly filed (attached)

DECLARATION OF BRANDON BOLIO AND EXHIBITS			
No.	Exhibit	BATES Nos.	Filing Status
32	Bolio Ex. 32	BANA_FB00104202-07	Publicly filed (attached)
33	Bolio Ex. 33	BANA_FB00104296-301	Publicly filed (attached)
34	Bolio Ex. 34	BANA_FB00377105-11	Publicly filed (attached)
35	Bolio Ex. 35	BANA_FB00215641-42	Publicly filed (attached)
36	Bolio Ex. 36	BANA_FB00806878-81 (Dep. Ex. 860)	Publicly filed (attached)
37	Bolio Ex. 37	SMRH00105442-44 (Dep. Ex. 611)	Publicly filed (attached)
38	Bolio Ex. 38	BANA_FB00216853-79	Publicly filed (attached)
39	Bolio Ex. 39	BANA_FB00216886-907	Publicly filed (attached)
40	Bolio Ex. 40	No Bates Number	Publicly filed (attached)
41	Bolio Ex. 41	BANA_FB00339608-12	Publicly filed (attached)

DECLARATION OF JEFF SUSMAN AND EXHIBITS			
No.	Exhibit	BATES Nos.	Filing Status
--	Declaration of Jeff Susman		Publicly filed (attached)
1	Susman Ex. 1	BANA_FB00422664-65 (Dep. Ex. 455)	Publicly filed (attached)
2	Susman Ex. 2	BANA_FB00424081-84	Publicly filed (attached)
3	Susman Ex. 3	BANA_FB00462092 (Dep. Ex. 241)	Publicly filed (attached)
4	Susman Ex. 4	BANA_FB00884060 (Dep. Ex. 75)	Publicly filed (attached)
5	Susman Ex. 5	BANA_FB00869576-78	Publicly filed (attached)
6	Susman Ex. 6	SMRH00016771-73 (Dep. Ex. 459)	Publicly filed (attached)

Date: Miami, Florida
December 4, 2013

By: /s/ Jamie Zysk Isani
Jamie Zysk Isani

Jamie Zysk Isani (Florida Bar No. 728861)
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jrosenberg@omm.com
dcantor@omm.com
wsushon@omm.com

Attorneys for Defendant Bank of America, N.A.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by transmission of Notice of Electronic Filing generated by CM/ECF on December 4, 2013 on all counsel or parties of record on the Service List below:

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Attorneys for Plaintiffs Avenue CLO Fund, Ltd. et al.

By: /s/ Jamie Zysk Isani
Jamie Zysk Isani, Esq.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division
CASE NO.: 09-2106-MD-GOLD/GOODMAN

IN RE:

FONTAINEBLEAU LAS VEGAS
CONTRACT LITIGATION

MDL NO. 2106

This document relates to all actions.

DECLARATION OF ROBERT W. BARONE

I, Robert W. Barone, hereby declare as follows:

1. I am a Senior Vice President and Principal of Inspection and Valuation International, Inc. ("IVI"). My business address is 55 West Red Oak Lane, White Plains, New York 10604.

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

Background

3. I have been employed by IVI since 1984. I have over 25 years of experience in the construction industry. I have worked on a wide range of commercial and residential construction projects, with a focus on complex mixed-use projects. During my career, I have been responsible for reviewing development proposals and providing owner representation services for foreign governments, major lending institutions and equity investors.

4. During my career at IVI, I have been responsible for monitoring a number of major construction projects, including several in the gaming industry. These projects have included: the Wynn Las Vegas, a \$2.5 billion, 5,200,000 Square Foot Gross ("SFG") resort and casino in Las Vegas; the Trump International Hotel and Tower, a \$600 million 96-story mixed-use building in Chicago; The Cosmopolitan, a \$2.0 billion, approximately 6,000,000 SFG resort and casino in Las Vegas; the Time Warner Center, an \$860 million, 2,800,000 SFG mixed-use

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building in Manhattan; Xanadu, a \$1.2 billion, 5,900,000 SFG enclosed mall in East Rutherford New Jersey; and Atlantis - Phase III, a \$730 million expansion of the Nassau, Bahamas resort.

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

The Project

6. In May 2007, IVI was retained by BANA, on behalf of a group of lenders (the "Lenders") to Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC ("Fontainebleau"), to serve as a construction consultant to monitor the construction of the Fontainebleau Las Vegas (the "Project").

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

8. IVI's responsibilities included reviewing documentation and information provided by Fontainebleau and the Project's General Contractor, Turnberry West Construction, Inc. ("TWC"), concerning the Project's construction and budget, and determining whether, among other things: (i) it was being built according to the appropriate plans and specifications; (ii) it remained on schedule to be completed by the Scheduled Opening Date; (iii) all project costs for which Advances were requested were properly substantiated; (iv) all future costs required to complete the Project were being accurately reported; (v) the Project remained within the approved budget; and (vi) an adequate contingency balance was maintained for potential additional costs that were not specifically budgeted for.

9. The Master Disbursement Agreement, dated June 6, 2007 (the "Disbursement Agreement"), sets forth numerous conditions and requirements associated with the Project, including conditions that had to be met and documented and representations that had to be made by Fontainebleau in order to obtain Advances to pay Project Costs. One of IVI's responsibilities was to review the Advance Requests that Fontainebleau submitted each month and to report to BANA and the Lenders on the adequacy and appropriateness of the information submitted by Fontainebleau concerning the Project's construction costs.

10. Fontainebleau and Turnberry were recognized as reputable and experienced developers by the construction and finance industries. The companies' senior management had years of experience developing numerous large-scale hotel and condominium projects.

11. Many major development projects conceived and constructed during the same timeframe as the Project experienced some level of construction cost increases during the construction process, and the Fontainebleau Project was no exception.

The January 2009 Advance Request

12. On January 12, 2009, Fontainebleau submitted an Advance Request. As required by the Disbursement Agreement, IVI reviewed the Advance Request's disclosures concerning the Project's construction. A true and correct copy of a January 12, 2009 e-mail from Jaclyn Miller to IVI and other recipients forwarding the January 12, 2009 Advance Request is attached hereto as Exhibit 1. The Advance Request included numerous certifications about Fontainebleau's ability to meet the Project budget and schedule.

13. Each month, TWC was required to provide IVI with an Anticipated Cost Report ("ACR"). The ACR was supposed to include an estimate of anticipated additional costs, a projection of additional costs that might be incurred in the future based, in part, on additional expenses, or "change orders," that had been submitted by subcontractors. In connection with the January 2009 Advance Request, TWC sent IVI an ACR. IVI included a copy of that ACR as Exhibit K to Project Status Report No. 21 ("PSR 21"). A true and correct copy of PSR 21 is attached hereto as Exhibit 2.

14. At the time IVI reviewed the ACR and Advance Request, we had concerns about the ACR's completeness, but had no evidence or facts that TWC and Fontainebleau had not fully incorporated all subcontractor claims in the ACR, or that the ACR was inaccurate. IVI had asked Fontainebleau and TWC about the completeness and accuracy of their cost disclosures in December 2008, but Fontainebleau and TWC continued to certify the accuracy and completeness of their cost disclosures in December 2008 and January 2009.

15. Because we had no evidence substantiating our concerns about the completeness and accuracy of the ACR or the Advance Request disclosures provided by TWC and Fontainebleau, IVI executed the Construction Consultant Advance Certificate and forwarded it to Bank of America, N.A. ("BANA") on January 13, 2009. Attached as Exhibit 3 is a true and

correct copy of Paul Bonvicino's January 13, 2009 e-mail to Jeanne Brown and other recipients forwarding the executed January 2009 Construction Consultant Advance Certificate.

Project Status Report No. 21

16. On January 30, 2009, IVI issued PSR 21. As stated in PSR 21, IVI was concerned about the completeness and accuracy of the ACR most recently provided by TWC to IVI. Specifically, we wrote, "While the Anticipated Cost Report indicates the Project is expected to stay within budget, IVI is concerned that all the subcontractor claims have not been fully incorporated in the report and potential acceleration impact to meet the schedule has not been included." Exhibit 2 (PSR 21 at page 7).

17. At the time we issued PSR 21, our concerns about the ACRs and the cost disclosures made by TWC and Fontainebleau were "gut" feelings. We had no evidence or facts that TWC and Fontainebleau had not fully incorporated all subcontractor claims in the ACRs, or that the ACRs and Advance Requests were inaccurate. In addition, Fontainebleau had certified the accuracy and completeness of the January 2009 Advance Request disclosures.

Fontainebleau's February 2009 Advance Request

18. Our concerns about the completeness and accuracy of the construction cost information provided by Fontainebleau and TWC persisted through February 2009, but we lacked evidence or facts to corroborate these concerns.

19. On February 13, 2009, Fontainebleau sent its Advance Request for February 2009. A true and correct copy of the February 13, 2009 e-mail from Jaclyn Miller to IVI and other recipients is attached hereto as Exhibit 4. The Advance Request included numerous certifications about Fontainebleau's ability to meet the Project budget and schedule. In connection with this Advance Request, IVI received an ACR from TWC. The ACR is attached as Exhibit K to IVI's Project Status Report No. 22 ("PSR 22"). A true and correct copy of PSR 22 is attached hereto as Exhibit 5.

20. Again, because we had no evidence substantiating our concerns about the completeness and accuracy of the ACRs, IVI executed the Construction Consultant Advance Certificate and sent it to BANA on February 16, 2009. Attached as Exhibit 6 is a true and correct copy of a February 16, 2009 e-mail from Paul Bonvicino to Jeanne Brown and other recipients forwarding the signed February 16, 2009 Construction Consultant Advance Certificate.

Project Status Report No. 22

21. On March 3, 2009, IVI issued PSR 22. PSR 22 repeated our concern that “[w]hile the Anticipated Cost Report indicates the Project is expected to stay within budget, IVI is concerned that all the subcontractor claims have not been fully incorporated into the report and potential acceleration impact to meet the schedule has not been included.” Ex. 5 (PSR 22, at 7). At the time we issued PSR 22, we had no facts or evidence substantiating our concerns about the completeness and accuracy of the ACRs. And Fontainebleau had certified the accuracy and completeness of the February 2009 Advance Request disclosures.

IVI Pressed Fontainebleau for Additional Information

22. On March 5, 2009, IVI sent Fontainebleau a letter asking for additional cost-related information. Our letter asked Fontainebleau to provide “a submission of the future potential claims being made by the subcontractors against TWC and any overruns related to the un-bought work.” We also asked for an updated ACR “to show the potential exposures to FBLV and a better indication of the current contingency.” A true and correct copy of that letter is attached as Exhibit 7.

The March 2009 Advance Request

23. On March 11, 2009, Fontainebleau sent its Advance Request for March 2009. A true and correct copy of that Advance Request is attached hereto as Exhibit 8. The Advance Request included numerous certifications about Fontainebleau’s ability to meet the Project budget and schedule. The Advance Request also reflected a construction cost increase of more than \$60 million.

24. The following day, I met with Deven Kumar, Fontainebleau’s Vice President of Development Finance, in Las Vegas. Mr. Kumar informed me that the Project was more than \$35 million over budget and provided me with a spreadsheet that reflected a negative contingency balance. These additional costs were not reflected in the March 11 Advance Request. Based on a review of the spreadsheet, I told Mr. Kumar that the anticipated cost estimate was too low and that it looked like there were at least \$41 million in additional costs that would need to be added to the budget. During our meeting, I emphasized to Mr. Kumar the need for complete and accurate cost disclosures.

25. On March 19, 2009, IVI issued a Construction Consultant Advance Certificate indicating that an additional \$50 million of construction costs was required to complete the

Project and that November 1, 2009 was likely the Opening Date—not October 1, 2009, as scheduled. Attached as Exhibit 9 is a true and correct copy of the March 19, 2009 e-mail from Paul Bonvicino to Jeanne Brown and other recipients forwarding the March 19, 2009 Construction Consultant Advance Certificate. This Construction Consultant Advance Certificate stated that IVI had discovered material errors in the Advance Request and supporting documentation. Our statement was based on the March 11, 2009 Advance Request and Fontainebleau's March 12 disclosures.

26. As I explained in a subsequent e-mail to BANA, IVI believed that in addition to the \$41 million in additional costs, it was prudent to build in a cushion for unknown or unexpected costs by including additional funds. Consequently, we believed it was appropriate to increase construction costs by \$50 million to include a \$9 million contingency. Attached as Exhibit 10 is a true and correct copy of the March 22, 2009 e-mail IVI sent to BANA explaining IVI's analysis of this cost increase.

27. On March 22, 2009, Mr. Kumar sent me an e-mail indicating that Fontainebleau had agreed to increase the construction cost budget by \$50 million and that even after taking IVI's cost concerns into account, the Project remained In Balance. Mr. Kumar's e-mail forwarded a revised In Balance calculation and a revised remaining cost report reflecting the \$50 million increase in Project costs that IVI had recommended. Attached as Exhibit 11 is a true and correct copy of the e-mail sent by Mr. Kumar on March 22, 2009.

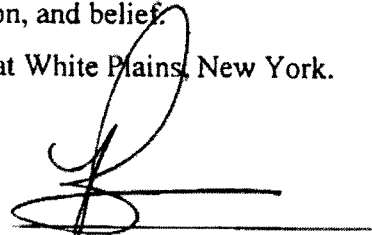
28. The following day, Fontainebleau sent a supplemental Advance Request that reflected the additional costs IVI had recommended and the adjusted In Balance calculation. Attached as Exhibit 12 is a true and correct copy of the supplemental March 23, 2009 Advance Request.

29. On March 23, 2009, IVI executed a Construction Consultant Advance Certificate. Attached as Exhibit 13 is a true and correct copy of the executed March 23, 2009 Construction Consultant Advance Certificate. IVI accepted as true the updated information disclosed by Fontainebleau and TWC in connection with the March 2009 Advance. IVI had repeatedly asked Fontainebleau and TWC to provide cost information. Fontainebleau and TWC acknowledged additional costs in response to our questions, and provided assurances about the completeness and accuracy of that information. In addition, the information provided to IVI by Fontainebleau and TWC appeared to be complete.

30. Fontainebleau provided an executed version of the supplemental Advance Request on March 23, 2009. Attached as Exhibit 14 is a true and correct copy of that Advance Request.

31. I declare under penalty of perjury and 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, information, and belief.

EXECUTED, this 4th day of August, 2011 at White Plains, New York.



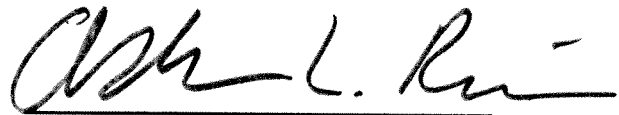
Robert W. Barone

CERTIFICATE OF SERVICE

I, Asher L. Rivner, hereby certify that on August 5, 2011, I served by electronic means pursuant to an agreement between the parties a true and correct copy of the foregoing Declaration of Robert W. Barone, and the attached exhibits thereto, upon the below-listed counsel of record and that the original and a paper copy of these documents will be filed with the Clerk of Court under seal.

Kirk Dillman, Esq.
Robert Mockler, Esq.
HENNIGAN DORMAN LLP
865 South Figueroa Street, Suite 2900
Los Angeles, California 90017
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Fascimile: (213) 694-1234
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mocklerr@hdlitigation.com

Attorneys for Plaintiffs Avenue CLO Fund, Ltd. et al.

A handwritten signature in black ink, appearing to read "Asher L. Rivner", written over a horizontal line.

Asher L. Rivner

EXHIBIT 1

From: Jaclyn Miller. Sent: 1/12/2009 3:53 PM.
To: Brown, Jeanne P; Camejo, Claudia I; Bolio, Brandon; Naval, Ronaldo.
Cc: Jim Freeman; Rafeedie, McLendon; josh.freedman@lehman.com; Lynn.M.Steiner@wellsfargo.com; ktwellman@landam.com; Debra.L.McNamee@wellsfargo.com; Bonvicino, Paul R..
Bcc:
Subject: Las Vegas Draw.

Attached is the December draw for Las Vegas:

Jaclyn Miller / Director of Development Accounting
Fontainebleau Resorts, LLC
jmiller@fontainebleau.com/fontainebleau.com
O: 702 696 1613 x 104 C: 702 468 6449 F: 702 731 3171
2827 Paradise Road / Las Vegas NV 89109

THE STAGE IS YOURS. LIVE YOUR PART.

EXHIBIT C-1
to Master Disbursement Agreement

ADVANCE REQUEST

Certificate Date: **January 9, 2009**

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

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

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

Ladies and Gentlemen:

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

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

I. Certifications.

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

W02*WEST:ICDG1\400185305.9

-1-

in each case as of the Advance Date specified above.

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

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

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

-
- ¹ Include this Appendix only from and after the Initial Bank Advance Date.
 - ² Include this Appendix only when requesting Advances from the Bank Proceeds Account.
 - ³ Include this Appendix only when requesting Advances from the Bank Proceeds Account.

the form required by the Master Disbursement Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

each case unless previously delivered.

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

O. General Representations.

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

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

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

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

5. The In Balance Test is satisfied.

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

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

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

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

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

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

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

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

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

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

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

⁷ Insert only where appropriate.

⁸ Insert only where appropriate.

⁹ Insert only where appropriate.

¹⁰ Insert only where appropriate.

¹¹ Insert only where appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

[None].

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

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

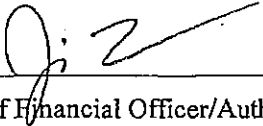
IN WITNESS WHEREOF, the Project Entities have executed this Advance Request as of the date hereof.

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

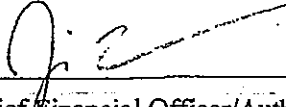
By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing
Member

By: 
Title: Chief Financial Officer/Authorized Signatory

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.
a Delaware corporation

By: 
Title: Chief Financial Officer/Authorized Signatory

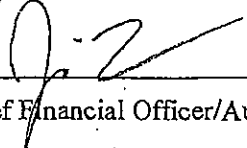
FONTAINEBLEAU LAS VEGAS RETAIL, LLC,
a Delaware limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

By: 
Title: Chief Financial Officer/Authorized Signatory

FONTAINEBLEAU LAS VEGAS, LLC,
a Nevada limited liability company

and

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

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC,
its Managing Member

By: 
Title: Chief Financial Officer/Authorized Signatory

EXHIBIT E
to Master Disbursement Agreement

ADVANCE CONFIRMATION NOTICE

Requested Advance Date: January 26, 2009

Fontainebleau Las Vegas Holdings, LLC
Fontainebleau Capital Corp.
Fontainebleau Las Vegas, LLC
Fontainebleau Las Vegas II, LLC
Fontainebleau Las Vegas Retail, LLC
Each of the Funding Agents

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

Ladies and Gentlemen:

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

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

Amounts to be Advanced:

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

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

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

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

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

Resort Payment Account #501001203813	\$ 427.34
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Interest earned from the Interest Payment Account shall be deposited into the Bank Funding Account for further credit to the following Accounts:

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

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

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

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

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

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

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

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

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

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

By: _____

Title: _____

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

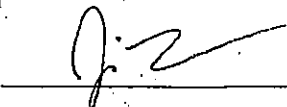
IN WITNESS WHEREOF, the Project Entities have executed this Advance Confirmation Notice as of the date hereof.

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

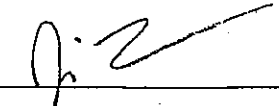
By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing
Member

By: 
Title: Authorized Signatory

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.
a Delaware corporation

By: 
Title: Authorized Signatory

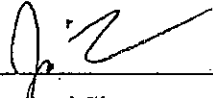
FONTAINEBLEAU LAS VEGAS RETAIL, LLC,
a Delaware limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

By: 
Title: Authorized Signatory

FONTAINEBLEAU LAS VEGAS, LLC,
a Nevada limited liability company

and

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

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC,
its Managing Member

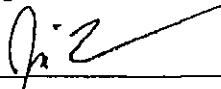
By: 
Title: Authorized Signatory

EXHIBIT M-4
to Master Disbursement Agreement

BUDGET/SCHEDULE AMENDMENT CERTIFICATE

December 31, 2008.

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

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

Ladies and Gentlemen:

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

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

A. Amendments.

CHOOSE ONE OR MORE OF THE FOLLOWING TWO OPTIONS:

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

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

B. Related Certifications.

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

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Exhibit M-4

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

CHOOSE ONE OR MORE OF THE FOLLOWING FOUR OPTIONS:

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

W02-WEST:1CDG1\400220629.12

Exhibit M-4

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

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

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

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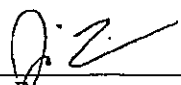
IN WITNESS WHEREOF, the Project Entities have executed this Budget/Schedule Amendment Certificate as of the 31st day of May, 2008.

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

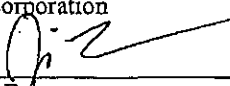
By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing
Member

By: 
Name: Jim Freeman
Title: Chief Financial Officer

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.
a Delaware corporation

By: 
Name: Jim Freeman
Title : Chief Financial Officer

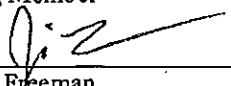
FONTAINEBLEAU LAS VEGAS RETAIL, LLC,
a Delaware limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

By: 
Name: Jim Freeman
Title: Chief Financial Officer

FONTAINEBLEAU LAS VEGAS, LLC,
a Nevada limited liability company

and

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

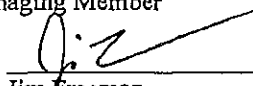
By: Fontainebleau Las Vegas Holdings, LLC,
Managing Member of each of the foregoing

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC,
its Managing Member

By:

Name: 
Jim Freeman

Title: Chief Financial Officer

Appendix I to Budget/Schedule Amendment

Amendment No. 1 to Resort Budget

I. Increases to Line Item Categories:

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

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

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

III. Decreases to Line Item Categories:

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

Reason For Decrease of Line Item Category:

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

FORTAMBEAU RESORT AND CASINO
LAS VEGAS, NV
APPENDIX II TO THE BUDGETSCHEDULE AMENDMENT CERTIFICATE
EXHIBIT TM-4
As of 11/30/08

DESCRIPTION	CLOSING REPORT BUDGET			RESORT COSTS AMOUNT			COSTS INCURRED					NET AMOUNTS			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	
Construction Hard Costs															
Tower	\$ 83,719,300	\$ 686,194,609	\$ 47,417,681	\$ 702,697,293	\$ 46,472,800	\$ 42,887,633	\$ 501,115,753	71.32%	\$ 201,541,541	\$ 464,838,078	\$ 428,317,678	\$ 394,813,210	\$ 237,028,215		
Poolhall	\$ 665,119,665	\$ 724,170,416	\$ 117,297,295	\$ 766,718,027	\$ 2,762,933,893	\$ 37,634,241	\$ 394,656,187	51.89%	\$ 342,114,840	\$ 543,516,109	\$ 817,943,274	\$ 253,779,300	\$ 382,856,619		
Convention	\$ 379,285,719	\$ 437,128,806	\$ 3,311,320	\$ 440,419,522	\$ 382,926,261	\$ 20,231,972	\$ 331,791,221	0.07%	\$ 106,640,712	\$ 312,083,027	\$ 385,524,235	\$ 23,833,436	\$ 127,956,905		
Garage/Convention/Central Plant	\$ 44,249,865	\$ 16,859,191	\$ -	\$ 16,859,191	\$ 11,756,522	\$ 102,352	\$ 11,958,644	0.00%	\$ 4,854,747	\$ 11,944,680	\$ 1,357,268	\$ 329,423	\$ 5,809,692		
Central Plant	\$ 6,854,300	\$ 3,051,170	\$ -	\$ 3,051,170	\$ 2,916,862	\$ 10,978	\$ 2,989,540	70.28%	\$ 602,658	\$ 2,808,160	\$ 2,759,662	\$ 10,678	\$ 662,830		
Site	\$ 1,733,000,000	\$ 1,856,394,242	\$ 3,216,412	\$ 1,860,760,614	\$ 1,115,163,440	\$ 86,435,484	\$ 1,211,848,845	64.81%	\$ 637,911,778	\$ 1,154,663,544	\$ 1,441,241,791	\$ 89,763,763	\$ 724,816,071		
Construction Hard Costs Subtotal	\$ 22,250,360	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 5,697,483	\$ 262,744	\$ 5,914,137	46.24%	\$ 6,792,201	\$ 5,911,511	\$ 6,564,787	\$ 266,744	\$ 6,794,927		
LEED Qualification Costs	\$ 22,000,000	\$ 12,346,438	\$ -	\$ 12,346,438	\$ 5,597,938	\$ 238,744	\$ 5,819,137	48.20%	\$ 1,722,931	\$ 5,811,511	\$ 5,547,987	\$ 238,744	\$ 6,794,927		
LEED Sales Tax Benefit	\$ 26,550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -		
LEED Sales Tax Benefit Subtotal	\$ (19,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -		
General Conditions/Requirements/Holding															
CM Services	\$ 24,202,242	\$ 26,298,732	\$ 920,028	\$ 27,444,070	\$ 5,245,652	\$ 2,143,256	\$ 27,444,070	100.00%	\$ 696	\$ 27,444,070	\$ 24,515,471	\$ 920,600	\$ 696		
Field Engineering	\$ 1,424,200	\$ 6,694,351	\$ 182,378	\$ 6,172,796	\$ 6,326,668	\$ 214,256	\$ 6,172,796	100.00%	\$ (1)	\$ 6,172,796	\$ 3,260,932	\$ 214,709	\$ (1)		
General Consulting	\$ 502,800	\$ 50,360	\$ (6,382)	\$ 49,678	\$ 16,282	\$ -	\$ 16,282	100.00%	\$ (1)	\$ 16,282	\$ 16,582	\$ -	\$ (1)		
CCC (OT for Inspector calls certification)	\$ 200,300	\$ 200,000	\$ (175,570)	\$ 21,000	\$ 16,250	\$ -	\$ 21,000	100.00%	\$ 0	\$ 21,000	\$ 10,400	\$ 10,600	\$ 0		
Salvage	\$ 4,272,707	\$ 5,416,753	\$ 200,658	\$ 5,624,203	\$ 2,624,203	\$ 2,624,203	\$ 5,624,203	100.00%	\$ 0	\$ 5,624,203	\$ 5,365,294	\$ 258,909	\$ 0		
Field Office and Equipment	\$ 2,698,000	\$ 3,092,217	\$ 43,234	\$ 3,140,478	\$ 3,140,478	\$ 3,140,478	\$ 3,140,478	100.00%	\$ (1)	\$ 3,140,478	\$ 2,973,350	\$ 177,128	\$ (1)		
Temporary Utilities	\$ 4,228,875	\$ 6,262,290	\$ 282,572	\$ 6,974,737	\$ 3,154,463	\$ 3,154,463	\$ 6,974,737	100.00%	\$ 0	\$ 6,974,737	\$ 2,973,350	\$ 4,001,387	\$ 0		
Maint and Labor Shifting	\$ 6,248,300	\$ 11,637,913	\$ 452,572	\$ 12,338,795	\$ 5,155,318	\$ 4,924,816	\$ 7,004,218	100.00%	\$ (1)	\$ 7,004,218	\$ 6,391,210	\$ 613,008	\$ 19,000		
Change-Order (Contract and Final)	\$ 2,231,300	\$ 2,246,845	\$ (15,545)	\$ 2,231,300	\$ 1,973,830	\$ 182,266	\$ 1,853,127	99.33%	\$ 16,195	\$ 1,853,127	\$ 1,355,539	\$ 497,588	\$ 12,939		
General Equipment and Tools	\$ 1,827,300	\$ 3,251,145	\$ (287,842)	\$ 3,251,145	\$ 1,598,169	\$ 82,257	\$ 1,324,172	100.00%	\$ 85	\$ 1,324,172	\$ 1,159,182	\$ 164,990	\$ 16,995		
Project Documentation	\$ 323,000	\$ 323,000	\$ -	\$ 323,000	\$ 1,747,713	\$ 637	\$ 1,747,713	100.00%	\$ 3,193	\$ 1,747,713	\$ 1,727,523	\$ 20,190	\$ 3,193		
Misc. Project Expenses	\$ 2,600,000	\$ 1,500,000	\$ 31,800	\$ 1,468,200	\$ -	\$ -	\$ -	0.00%	\$ 0	\$ -	\$ -	\$ -	\$ 0		
Testing and Inspection (ATC Associates)	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,126,824	\$ 62,491	\$ 1,189,315	100.00%	\$ 0	\$ 1,189,315	\$ 1,379,924	\$ 186,609	\$ 0		
Removable Sitegrazing	\$ 32,263,410	\$ 4,626,920	\$ -	\$ 4,626,920	\$ 792,125	\$ 6,125	\$ 797,924	15.38%	\$ 4,170,634	\$ 71,443,361	\$ 64,468,580	\$ 9,941	\$ 4,170,604		
Holding	\$ 1,723,234,074	\$ 1,934,884,726	\$ 3,316,412	\$ 1,938,251,158	\$ 1,681,952,612	\$ 81,610,881	\$ 1,769,491,294	65.53%	\$ 481,644,844	\$ 1,812,219,416	\$ 1,116,213,117	\$ 69,048,299	\$ 746,031,722		
Sub Total General Conditions/Requirements/Holding	\$ 414,283,860	\$ 77,371,571	\$ -	\$ 77,371,571	\$ -	\$ -	\$ -	0.00%	\$ 77,371,571	\$ -	\$ -	\$ -	\$ 77,371,571		
Unallocated Contingency	\$ -	\$ 27,750,594	\$ (3,386,412)	\$ 24,364,182	\$ -	\$ -	\$ -	0.00%	\$ 24,364,182	\$ -	\$ -	\$ -	\$ 24,364,182		
Additional Cost Contingency	\$ 111,038,860	\$ 105,034,512	\$ (3,386,412)	\$ 101,648,100	\$ -	\$ -	\$ -	0.00%	\$ 101,648,100	\$ -	\$ -	\$ -	\$ 101,648,100		
Insurance	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance Package	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance Subtotal	\$ 1,994,071,634	\$ 2,089,819,238	\$ -	\$ 2,089,819,238	\$ 100,427,463	\$ 100,427,463	\$ 1,317,387,768	62.45%	\$ 789,630,431	\$ 1,294,214,930	\$ 1,440,163,230	\$ 93,948,080	\$ 857,267,438		
Total Construction Costs															

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 APPENDIX II TO THE BUDGETSCHEDULE AMENDMENT CERTIFICATE
 EXHIBIT M-4
 As of 11/01/08

DESCRIPTION	RESORT BUDGET AMOUNT			COSTS INCURRED			NET AMOUNTS			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
	CLOSING RESORT BUDGET	PRIOR BUDGET (IF FROM PRIOR MONTH)	CURRENT PERIOD BUDGET MODIFICATIONS	RESORT BUDGET (B+C=D)	PREVIOUS COMPLETED DATE (G FROM PRIOR MONTH)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (E+F=G)	% COMPLETED (G/D)	BALANCE TO COMPLETE (D-G)	TOTAL RETAINAGE
ROOMS FF&E										
Condo Suite	\$ 10,220,372	\$ 4,526,572	\$ -	\$ 15,356,944	\$ 5,245,811	\$ 171,233	\$ 5,417,044	35.30%	\$ 9,939,900	\$ -
Condo Unit One Bedroom	\$ 7,494,252	\$ 7,494,252	\$ -	\$ 7,494,252	\$ 3,222,720	\$ 187,820	\$ 3,410,540	45.63%	\$ 4,083,712	\$ -
Condo Suite	\$ 754,250	\$ 14,220	\$ -	\$ 768,470	\$ 679,542	\$ 71,827	\$ 751,369	81.83%	\$ 1,713,101	\$ -
Juror Suite	\$ 1,889,312	\$ 1,889,312	\$ -	\$ 1,889,312	\$ 323,868	\$ 131,207	\$ 455,075	24.09%	\$ 1,434,237	\$ -
Three Bay Suite	\$ 1,647,402	\$ 1,647,402	\$ -	\$ 1,647,402	\$ 851,910	\$ 222,644	\$ 1,074,554	64.56%	\$ 572,848	\$ -
Four Bay Suite	\$ 141,862	\$ 141,862	\$ -	\$ 141,862	\$ 114,900	\$ -	\$ 114,900	80.31%	\$ 26,962	\$ -
Six Bay Suite	\$ 728,875	\$ 488,823	\$ -	\$ 728,875	\$ 634,247	\$ -	\$ 634,247	85.78%	\$ 94,628	\$ -
Typical Club	\$ 14,420,374	\$ 4,436,574	\$ -	\$ 18,856,948	\$ 3,270,715	\$ -	\$ 3,270,715	17.34%	\$ 15,586,233	\$ -
Typical Queen	\$ 31,251,127	\$ 31,251,127	\$ -	\$ 31,251,127	\$ 7,592,853	\$ 674,282	\$ 8,267,135	26.46%	\$ 23,000,000	\$ -
Rooms FF&E Subtotal	\$ 73,784,387	\$ 73,784,387	\$ -	\$ 73,784,387	\$ 23,616,782	\$ 2,314,947	\$ 25,931,729	35.17%	\$ 47,852,658	\$ -
Hotel and F&B Operating Equipment										
Bar Desk	\$ 599,654	\$ 496,654	\$ -	\$ 606,494	\$ -	\$ -	\$ 606,494	0.00%	\$ -	\$ -
Front Desk	\$ 737,255	\$ 737,255	\$ -	\$ 737,255	\$ -	\$ -	\$ 737,255	0.00%	\$ -	\$ -
Housekeeping	\$ 10,227,110	\$ 10,227,110	\$ -	\$ 10,227,110	\$ -	\$ -	\$ 10,227,110	0.00%	\$ -	\$ -
Room Reservations	\$ 618,490	\$ 618,490	\$ -	\$ 618,490	\$ -	\$ -	\$ 618,490	0.00%	\$ -	\$ -
Pool Operations	\$ 3,626,331	\$ 3,626,331	\$ -	\$ 3,626,331	\$ -	\$ -	\$ 3,626,331	0.00%	\$ -	\$ -
Condo Operations	\$ 728,194	\$ 184,195	\$ -	\$ 912,389	\$ 6,784	\$ 6,784	\$ 919,173	0.28%	\$ 1,823,216	\$ -
Hotel Sales	\$ 2,818,957	\$ 429,629	\$ -	\$ 3,248,586	\$ 1,825	\$ 326	\$ 3,250,411	0.08%	\$ 10,335,175	\$ -
Convention Center	\$ 10,221,357	\$ 4,291,327	\$ -	\$ 14,512,684	\$ 1,825	\$ -	\$ 1,825	0.08%	\$ 12,687,859	\$ -
Business Center	\$ 246,410	\$ 246,410	\$ -	\$ 246,410	\$ -	\$ -	\$ 246,410	0.00%	\$ -	\$ -
Spa	\$ 3,628,230	\$ 3,628,230	\$ -	\$ 3,628,230	\$ -	\$ -	\$ 3,628,230	0.00%	\$ -	\$ -
Telephone	\$ 4,633,517	\$ 4,633,517	\$ -	\$ 4,633,517	\$ -	\$ -	\$ 4,633,517	0.00%	\$ -	\$ -
Ford & Beverage	\$ 6,228,624	\$ 6,228,624	\$ -	\$ 6,228,624	\$ -	\$ -	\$ 6,228,624	0.00%	\$ -	\$ -
Clubing	\$ 49,081,937	\$ 49,081,937	\$ -	\$ 49,081,937	\$ 10,044	\$ 220	\$ 10,264	0.02%	\$ 48,871,673	\$ -
Hotel and F&B Operating Equipment Subtotal	\$ 122,228,240	\$ 122,228,240	\$ -	\$ 122,228,240	\$ 26,215	\$ 331,126	\$ 26,231	0.02%	\$ 121,992,009	\$ -
Kitchen Equipment										
Food Service Equipment	\$ 21,039,240	\$ 21,039,240	\$ -	\$ 21,039,240	\$ 5,475	\$ 301,126	\$ 5,475	0.03%	\$ 20,984,065	\$ -
Kitchen Equipment Subtotal	\$ 21,039,240	\$ 21,039,240	\$ -	\$ 21,039,240	\$ 5,475	\$ 301,126	\$ 5,475	0.03%	\$ 20,984,065	\$ -
Exterior Signage										
Outdoor by YESCO	\$ 78,532,720	\$ 78,532,720	\$ -	\$ 78,532,720	\$ 2,243,281	\$ 1,628,848	\$ 3,872,129	18.23%	\$ 74,660,591	\$ -
Exterior Signage Subtotal	\$ 78,532,720	\$ 78,532,720	\$ -	\$ 78,532,720	\$ 2,243,281	\$ 1,628,848	\$ 3,872,129	18.23%	\$ 74,660,591	\$ -
Common Area										
F&B	\$ 22,221,215	\$ 22,221,215	\$ -	\$ 22,221,215	\$ 12,026,210	\$ 132,244	\$ 12,158,454	54.26%	\$ 10,062,761	\$ -
BOH	\$ 6,224,028	\$ 6,224,028	\$ -	\$ 6,224,028	\$ -	\$ -	\$ 6,224,028	0.00%	\$ -	\$ -
Common Area Subtotal	\$ 28,445,243	\$ 28,445,243	\$ -	\$ 28,445,243	\$ 12,026,210	\$ 132,244	\$ 12,158,454	42.74%	\$ 16,062,761	\$ -
Costed FF&E	\$ 210,353,916	\$ 210,353,916	\$ -	\$ 210,353,916	\$ 38,147,282	\$ 4,278,870	\$ 42,426,152	20.20%	\$ 167,927,764	\$ -
Gaming FF&E										
Table Games	\$ 3,137,240	\$ 3,137,240	\$ -	\$ 3,137,240	\$ -	\$ -	\$ 3,137,240	0.00%	\$ -	\$ -
Poker	\$ 174,162	\$ 174,162	\$ -	\$ 174,162	\$ -	\$ -	\$ 174,162	0.00%	\$ -	\$ -
S&B Operations	\$ 23,322,129	\$ 23,322,129	\$ -	\$ 23,322,129	\$ -	\$ -	\$ 23,322,129	0.00%	\$ -	\$ -
R&S	\$ 6,174,424	\$ 6,174,424	\$ -	\$ 6,174,424	\$ -	\$ -	\$ 6,174,424	0.00%	\$ -	\$ -
Cash Security	\$ 1,843,950	\$ 1,843,950	\$ -	\$ 1,843,950	\$ -	\$ -	\$ 1,843,950	0.00%	\$ -	\$ -
Security	\$ 210,174	\$ 210,174	\$ -	\$ 210,174	\$ -	\$ -	\$ 210,174	0.00%	\$ -	\$ -
Gaming FF&E Subtotal	\$ 40,871,089	\$ 40,871,089	\$ -	\$ 40,871,089	\$ -	\$ -	\$ 40,871,089	0.00%	\$ -	\$ -
Entertainment										
Theater	\$ 12,228,731	\$ 12,228,731	\$ -	\$ 12,228,731	\$ -	\$ -	\$ 12,228,731	0.00%	\$ -	\$ -

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 APPENDIX II TO THE BUDGET/SCHEDULE AMENDMENT CERTIFICATE
 EXHIBIT IM-4
 As of 11/30/08

DESCRIPTION	RESORT BUDGET AMOUNT			COSTS INCURRED			NET AMOUNTS				
	CLOSING RESORT BUDGET (A)	PRIOR RESORT BUDGET (B) (FROM PRIOR MONTH)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RECORD BUDGET (B+C-D)	PREVIOUS COMPLETED DATE (E) (FROM PRIOR MONTH)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (G+H-I)	% COMPLETED (G/I)	TOTAL COMPLETED DATE (J+K-L)	TOTAL COMPLETED DATE (M+N-O)	BALANCE TO COMPLETE (P-Q)
Entertainment Subtotal	\$ 12,280,793	\$ 11,284,731	\$ -	\$ 12,280,793	\$ -	\$ -	0.00%	\$ 12,280,793	\$ -	\$ -	\$ 12,280,793
Also and Facilities and IT											
ALS and Facilities											
General, Administrative, HR, Finance	\$ 2,569,222	\$ 2,564,222	\$ -	\$ 2,569,222	\$ -	\$ -	0.00%	\$ 2,569,222	\$ -	\$ -	\$ 2,569,222
Marketing & Casino Marketing	\$ 684,919	\$ 684,919	\$ -	\$ 684,919	\$ -	\$ -	0.00%	\$ 684,919	\$ -	\$ -	\$ 684,919
Engineering	\$ 11,524,552	\$ 11,524,552	\$ -	\$ 11,524,552	\$ -	\$ -	0.00%	\$ 11,524,552	\$ -	\$ -	\$ 11,524,552
Internal Maintenance	\$ 1,171,277	\$ 1,171,277	\$ -	\$ 1,171,277	\$ -	\$ -	0.00%	\$ 1,171,277	\$ -	\$ -	\$ 1,171,277
Transportation	\$ 294,226	\$ 294,226	\$ -	\$ 294,226	\$ -	\$ -	0.00%	\$ 294,226	\$ -	\$ -	\$ 294,226
Retail	\$ 184,873	\$ 184,873	\$ -	\$ 184,873	\$ -	\$ -	0.00%	\$ 184,873	\$ -	\$ -	\$ 184,873
Wardrobe	\$ 742,812	\$ 742,812	\$ -	\$ 742,812	\$ -	\$ -	0.00%	\$ 742,812	\$ -	\$ -	\$ 742,812
LI											
Li	\$ 47,202,240	\$ 47,202,240	\$ -	\$ 47,202,240	\$ -	\$ -	0.00%	\$ 47,202,240	\$ -	\$ -	\$ 47,202,240
Li	\$ 6,683,623	\$ 6,683,623	\$ -	\$ 6,683,623	\$ -	\$ -	0.00%	\$ 6,683,623	\$ -	\$ -	\$ 6,683,623
Li	\$ 71,929,348	\$ 71,929,348	\$ -	\$ 71,929,348	\$ -	\$ -	0.00%	\$ 71,929,348	\$ -	\$ -	\$ 71,929,348
ALS and Facilities, and IT Subtotal	\$ 123,079,426	\$ 123,079,426	\$ -	\$ 123,079,426	\$ -	\$ -	0.00%	\$ 123,079,426	\$ -	\$ -	\$ 123,079,426
Other FFLE											
Pre-Opening and Working Capital											
Working Capital	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000	\$ -	\$ -	0.00%	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
Inventory	\$ 2,124,000	\$ 2,124,000	\$ -	\$ 2,124,000	\$ -	\$ -	0.00%	\$ 2,124,000	\$ -	\$ -	\$ 2,124,000
Uniforms	\$ 527,125	\$ 527,125	\$ -	\$ 527,125	\$ -	\$ -	0.00%	\$ 527,125	\$ -	\$ -	\$ 527,125
Taxes	\$ 1,800,000	\$ 1,800,000	\$ -	\$ 1,800,000	\$ -	\$ -	0.00%	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000
ETC-Subtotal	\$ 47,202,240	\$ 47,202,240	\$ -	\$ 47,202,240	\$ -	\$ -	0.00%	\$ 47,202,240	\$ -	\$ -	\$ 47,202,240
Payroll	\$ 28,229,200	\$ 28,229,200	\$ -	\$ 28,229,200	\$ -	\$ -	0.00%	\$ 28,229,200	\$ -	\$ -	\$ 28,229,200
Marketing	\$ 1,614,200	\$ 1,614,200	\$ -	\$ 1,614,200	\$ -	\$ -	0.00%	\$ 1,614,200	\$ -	\$ -	\$ 1,614,200
Office and Related	\$ 1,557,000	\$ 1,557,000	\$ -	\$ 1,557,000	\$ -	\$ -	0.00%	\$ 1,557,000	\$ -	\$ -	\$ 1,557,000
Retention	\$ 2,287,000	\$ 2,287,000	\$ -	\$ 2,287,000	\$ -	\$ -	0.00%	\$ 2,287,000	\$ -	\$ -	\$ 2,287,000
Other	\$ 33,947,040	\$ 33,947,040	\$ -	\$ 33,947,040	\$ -	\$ -	0.00%	\$ 33,947,040	\$ -	\$ -	\$ 33,947,040
Pre-Opening and Working Capital Subtotal	\$ 19,579,265	\$ 19,579,265	\$ -	\$ 19,579,265	\$ -	\$ -	0.00%	\$ 19,579,265	\$ -	\$ -	\$ 19,579,265
Fees / Firms / Taxes / Other											
Building Permits	\$ 778,500	\$ 778,500	\$ -	\$ 778,500	\$ -	\$ -	0.00%	\$ 778,500	\$ -	\$ -	\$ 778,500
Firms, Fees, etc	\$ 1,567,000	\$ 1,567,000	\$ -	\$ 1,567,000	\$ -	\$ -	0.00%	\$ 1,567,000	\$ -	\$ -	\$ 1,567,000
Security	\$ 1,800,000	\$ 1,800,000	\$ -	\$ 1,800,000	\$ -	\$ -	0.00%	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000
Hotel Rooms	\$ 11,181,700	\$ 11,181,700	\$ -	\$ 11,181,700	\$ -	\$ -	0.00%	\$ 11,181,700	\$ -	\$ -	\$ 11,181,700
Remainder of Program	\$ 208,500	\$ 208,500	\$ -	\$ 208,500	\$ -	\$ -	0.00%	\$ 208,500	\$ -	\$ -	\$ 208,500
WAGE ADJUSTMENT/ETC	\$ 1,524,200	\$ 1,524,200	\$ -	\$ 1,524,200	\$ -	\$ -	0.00%	\$ 1,524,200	\$ -	\$ -	\$ 1,524,200
Regional connection charges	\$ 13,000	\$ 13,000	\$ -	\$ 13,000	\$ -	\$ -	0.00%	\$ 13,000	\$ -	\$ -	\$ 13,000
Health Department / Other Lic., Fees	\$ 4,200,000	\$ 4,200,000	\$ -	\$ 4,200,000	\$ -	\$ -	0.00%	\$ 4,200,000	\$ -	\$ -	\$ 4,200,000
Contract for Pile Testing	\$ 4,200,000	\$ 4,200,000	\$ -	\$ 4,200,000	\$ -	\$ -	0.00%	\$ 4,200,000	\$ -	\$ -	\$ 4,200,000
Temporary Airfare	\$ 4,200,000	\$ 4,200,000	\$ -	\$ 4,200,000	\$ -	\$ -	0.00%	\$ 4,200,000	\$ -	\$ -	\$ 4,200,000
DESIGN FEES/ETC											
Design costs	\$ 28,638,800	\$ 28,638,800	\$ -	\$ 28,638,800	\$ -	\$ -	0.00%	\$ 28,638,800	\$ -	\$ -	\$ 28,638,800
Constant costs	\$ 6,048,800	\$ 6,048,800	\$ -	\$ 6,048,800	\$ -	\$ -	0.00%	\$ 6,048,800	\$ -	\$ -	\$ 6,048,800
Taxes, Legal and Other	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ -	0.00%	\$ 75,000	\$ -	\$ -	\$ 75,000
Family approvals	\$ 13,935,407	\$ 13,935,407	\$ -	\$ 13,935,407	\$ -	\$ -	0.00%	\$ 13,935,407	\$ -	\$ -	\$ 13,935,407
Property taxes	\$ 2,631,816	\$ 2,631,816	\$ -	\$ 2,631,816	\$ -	\$ -	0.00%	\$ 2,631,816	\$ -	\$ -	\$ 2,631,816
Legal fees/other allowance	\$ 4,536,000	\$ 4,536,000	\$ -	\$ 4,536,000	\$ -	\$ -	0.00%	\$ 4,536,000	\$ -	\$ -	\$ 4,536,000
Development Agreement	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ -	0.00%	\$ 750,000	\$ -	\$ -	\$ 750,000
Turnkey Plaza Ramp	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ -	0.00%	\$ 750,000	\$ -	\$ -	\$ 750,000
Meck Up Cost	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ -	0.00%	\$ 750,000	\$ -	\$ -	\$ 750,000
Fees / Permits / Taxes / Other Subtotal	\$ 131,816,077	\$ 148,887,077	\$ 17,070,999	\$ 148,887,077	\$ -	\$ -	0.00%	\$ 148,887,077	\$ -	\$ -	\$ 148,887,077
Grand Total	\$ 131,816,077	\$ 148,887,077	\$ 17,070,999	\$ 148,887,077	\$ -	\$ -	0.00%	\$ 148,887,077	\$ -	\$ -	\$ 148,887,077

FOUNTAINBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 APPENDIX II TO THE BUDGETSCHEDULE AMENDMENT CERTIFICATE
 EXHIBIT M-4
 As of 11/30/08

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED				NET AMOUNTS					
	CLOSING RESORT BUDGET (A)	PRIOR RESORT BUDGET (B)	CURRENT PERIOD BUDGET (C)	REPORT BUDGET (D)	PREVIOUS COMPLETED DATE (E)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (G)	% COMPLETED (H)	BALANCE TO COMPLETE (I)	TOTAL RETAINAGE (J)	TOTAL COMPLETED DATE (K)	PREVIOUS COMPLETED DATE (L)	CURRENT PERIOD COMPLETED DATE (M)	BALANCE TO COMPLETE (N)
Debt Service Accrued Through Scheduled Opening														
Debt Service	\$ 352,766,933	\$ 352,378,933		\$ 333,319,033	\$ 373,258,751	\$ 3,239,728	\$ 217,136,763	65.23%	\$ 115,242,270		\$ 217,136,763	\$ 711,256,735	\$ 3,239,728	\$ 115,242,270
Debt Service Accrued Through Scheduled Opening Subtotal														
Condominium-Hold Selling Expenses														
Condominium-Hold Selling Expenses	\$ 49,776,322	\$ 23,006,810		\$ 23,000,000	\$ 16,348,325	\$ 539,292	\$ 16,887,189	67.65%	\$ 6,148,809		\$ 16,851,189	\$ 15,241,265	\$ 609,594	\$ 9,148,800
Condominium-Hold Selling Expenses Subtotal														
Fees and Expenses														
Fees and Expenses	\$ 80,740,784	\$ 66,740,784		\$ 80,740,784	\$ 56,445,871		\$ 69,445,871	86.03%	\$ 1,144,913		\$ 69,445,871	\$ 55,445,871		\$ 1,144,913
Fees and Expenses Subtotal														
Costs Accrued Through Opening Date	\$ 698,935,025	\$ 654,804,432		\$ 654,804,432	\$ 451,054,185	\$ 11,915,213	\$ 467,849,268	76.97%	\$ 151,815,074		\$ 467,849,268	\$ 459,027,247	\$ 11,915,021	\$ 151,815,074
TOTAL COSTS	\$ 1,930,946,351	\$ 3,080,243,141		\$ 3,010,243,141	\$ 1,769,376,181	\$ 116,548,708	\$ 1,824,828,987	52.25%	\$ 1,255,314,174	\$ 77,854,153	\$ 1,747,054,114	\$ 1,827,590,431	\$ 169,872,883	\$ 1,332,476,028

(1) To be filed w/without attaching Rollup.

IN BALANCE TEST ADJUSTMENTS	
Post-Closing Hard Costs Paid to Date %	50.25%
Contingency Adjustment	
Required Minimum Contingency	\$ 25,654,000
Less: Unallocated Contingency Balance (6-cup)	\$ (77,217,671)
Contingency Adjustment Subtotal	\$ (51,563,671)
Other Adjustments	
Required Minimum Cash Support	\$
Required Minimum Liquidity Account	\$
Required Minimum Escrow Account	\$
Required Minimum Recover Support Amount	\$
Required Minimum Cash Support	\$
Adjustment for Additional Cash Support	\$
TOTAL	\$ 1,317,160,818

IN BALANCE TEST AVAILABLE CUSHION	
Required Minimum Cash Support	\$ 56,989,900
Other Unallocated In Balance Cushion	\$
Contingency Liquidated Subtotal	\$ 38,555,522
Required Minimum Liquidity Account	\$ 32,334,829
Required Minimum Escrow Account	\$
Required Minimum Recover Support Amount	\$ 10,022,514
Adjustment for Additional Cash Support	\$
Total Other Unallocated In Balance Cushion	\$ 91,242,745
TOTAL CUSHION	\$ 50,090,000

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

DESCRIPTION	RESORT COSTS AMOUNT			COSTS INCURRED						NET AMOUNTS				
	CLOSING RESORT BUDGET (A)	PRIOR RESORT BUDGET (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C+D)	PREVIOUS COMPLETED DATE (E)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (E+F+G)	% COMPLETED (G/E)	BALANCE TO COMPLETE (G-D)	TOTAL RETAINAGE (J)	TOTAL COMPLETED DATE (H+I)	PREVIOUS COMPLETED DATE (K)	CURRENT PERIOD COMPLETED DATE (L+M)	BALANCE TO COMPLETE (N)
Construction Hard Costs														
Tower	\$ 653,143,359	\$ 702,827,293	\$ 1,544,572	\$ 704,371,865	\$ 501,145,100	\$ 35,789,034	\$ 536,934,134	76.34%	\$ 167,283,005	\$ 38,171,827	\$ 437,738,140	\$ 66,235,673	\$ 32,000,082	\$ 234,470,832
Poolside	\$ 653,143,359	\$ 700,779,267	\$ 671,574	\$ 701,450,841	\$ 349,683,457	\$ 351,251,194	\$ 700,934,651	100.00%	\$ -	\$ 22,230,134	\$ 366,340,807	\$ 54,575,167	\$ 23,937,298	\$ 345,172,806
Convention Center	\$ 332,256,216	\$ 440,405,832	\$ 1,258,388	\$ 441,664,220	\$ 333,721,257	\$ 105,694,822	\$ 439,416,079	78.90%	\$ 91,180,248	\$ 34,856,838	\$ 371,687,189	\$ 312,203,267	\$ 18,204,182	\$ 119,846,132
Skin	\$ 54,183,885	\$ 16,849,191	\$ 4,175,836	\$ 17,025,027	\$ 11,855,044	\$ 26,352	\$ 11,881,396	68.07%	\$ 5,243,691	\$ 647,811	\$ 11,383,826	\$ 11,349,250	\$ 34,135	\$ 5,881,302
Site cost	\$ 6,356,528	\$ 3,861,170	\$ -	\$ 3,861,170	\$ 2,888,642	\$ 2,888,642	\$ 2,888,642	78.35%	\$ 672,528	\$ -	\$ 2,388,640	\$ 2,388,640	\$ -	\$ 672,528
Construction Hard Costs Subtotal	\$ 1,703,900,040	\$ 1,887,770,816	\$ 117,724,378	\$ 1,881,495,194	\$ 1,271,457,312	\$ 74,857,312	\$ 1,346,314,624	68.46%	\$ 593,500,436	\$ 82,001,455	\$ 1,285,495,701	\$ 1,194,951,444	\$ 70,331,157	\$ 674,612,822
LEED Qualification Costs														
LEED Qualification Costs	\$ 22,258,260	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 5,014,327	\$ 246,229	\$ 5,260,556	48.36%	\$ 6,491,773	\$ 2,640	\$ 6,052,225	\$ 6,315,511	\$ 246,714	\$ 6,494,219
LEED Qualification Costs Subtotal	\$ 22,258,260	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 5,014,327	\$ 246,229	\$ 5,260,556	48.29%	\$ 6,491,773	\$ 2,640	\$ 6,052,225	\$ 6,315,511	\$ 246,714	\$ 6,494,219
LEED Sales Tax Benefit														
LEED Sales Tax Benefit	\$ 65,556,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LEED Sales Tax Benefit Subtotal	\$ 65,556,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Conditions/Requirements/Holding														
GA Staffing	\$ 31,262,242	\$ 21,844,277	\$ 1,546,426	\$ 23,390,703	\$ 21,444,010	\$ 1,906,722	\$ 23,350,732	93.10%	\$ 263,869	\$ -	\$ 21,124,737	\$ 27,444,272	\$ 1,686,127	\$ 285,399
Field Engineering	\$ 1,462,289	\$ 1,172,296	\$ 265,498	\$ 1,437,794	\$ 617,748	\$ 34,138	\$ 651,886	36.85%	\$ 785,908	\$ -	\$ 6,205,933	\$ 6,172,786	\$ 33,147	\$ 297,852
Hazard Consulting	\$ 198,368	\$ 38,881	\$ -	\$ 159,487	\$ 16,892	\$ -	\$ 15,692	100.00%	\$ -	\$ -	\$ 19,922	\$ 15,852	\$ -	\$ 11,775
COE (OT for inspectors misc certifications)	\$ 2,456,859	\$ 2,456,859	\$ -	\$ 2,456,859	\$ 21,200	\$ 229	\$ 21,429	84.33%	\$ 11,779	\$ -	\$ 21,268	\$ 21,268	\$ -	\$ 229
Safety	\$ 4,236,357	\$ 5,828,203	\$ 302,658	\$ 6,137,064	\$ 5,624,243	\$ 254,438	\$ 5,878,681	95.78%	\$ 258,383	\$ -	\$ 5,624,243	\$ 5,624,243	\$ -	\$ 258,383
Risk Offices and Equipment	\$ 2,466,069	\$ 1,174,876	\$ 90,500	\$ 1,265,376	\$ 2,394,879	\$ 41,254	\$ 2,436,133	98.44%	\$ 31,736	\$ 50	\$ 3,746,770	\$ 3,746,770	\$ -	\$ 50
Temporary Utilities	\$ 4,026,875	\$ 1,174,876	\$ 296,000	\$ 1,470,876	\$ 1,174,876	\$ -	\$ 1,174,876	100.00%	\$ -	\$ 205,617	\$ 3,746,770	\$ 3,746,770	\$ -	\$ 205,617
Maint and Labor Staging	\$ 2,343,720	\$ 1,604,250	\$ 246,928	\$ 1,851,178	\$ 1,244,287	\$ 312,604	\$ 1,556,891	84.08%	\$ 294,287	\$ 33,950	\$ 1,851,178	\$ 1,851,178	\$ -	\$ 33,950
Clear-up (Contract and Final)	\$ 1,351,560	\$ 1,351,560	\$ -	\$ 1,351,560	\$ 1,351,560	\$ -	\$ 1,351,560	100.00%	\$ -	\$ 78,398	\$ 1,351,560	\$ 1,351,560	\$ -	\$ 78,398
General Equipment and Tools	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	100.00%	\$ -	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ -
Project Documentation	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	100.00%	\$ -	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ -
Misc. Project Expenses	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	100.00%	\$ -	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ -
Testing and Inspection (ATC Assoc.)	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	100.00%	\$ -	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ -
Ammoniac Blasting	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ 1,251,560	100.00%	\$ -	\$ -	\$ 1,251,560	\$ 1,251,560	\$ -	\$ -
Holdings	\$ 26,232,919	\$ 4,206,264	\$ 16,757,600	\$ 20,963,864	\$ 392,566	\$ 7,662,350	\$ 17,604	4.21%	\$ 400,354	\$ -	\$ 1,943,937	\$ 3,892,972	\$ 86,022	\$ 13,079
Sub Total General Conditions/Requirements/Holding	\$ 87,634,074	\$ 74,024,088	\$ 194,400	\$ 74,218,488	\$ 71,623,312	\$ 2,604,711	\$ 74,228,023	98.42%	\$ 1,591,461	\$ 282,568	\$ 74,645,457	\$ 71,542,461	\$ 2,581,085	\$ 1,484,632
Total Hard Costs and General Conditions/Requirements/Holding	\$ 1,791,714,614	\$ 1,969,791,704	\$ 117,918,778	\$ 2,087,710,482	\$ 1,348,135,151	\$ 77,462,023	\$ 1,425,597,174	68.46%	\$ 605,116,711	\$ 82,304,622	\$ 1,397,994,338	\$ 1,272,219,410	\$ 72,214,927	\$ 853,991,235
Contingency														
Unallocated Contingency	\$ 11,458,360	\$ 71,271,871	\$ -	\$ 71,271,871	\$ -	\$ -	\$ -	0.00%	\$ 71,271,871	\$ -	\$ -	\$ -	\$ -	\$ 71,271,871
Additional Cost Contingency	\$ -	\$ 24,312,628	\$ (11,234,778)	\$ 13,077,850	\$ -	\$ -	\$ -	0.00%	\$ 13,077,850	\$ -	\$ -	\$ -	\$ -	\$ 13,077,850
Contingency Subtotal	\$ 11,458,360	\$ 85,584,499	\$ (11,234,778)	\$ 74,349,221	\$ -	\$ -	\$ -	0.00%	\$ 84,349,721	\$ -	\$ -	\$ -	\$ -	\$ 84,349,221
Insurance														
Insurance Package	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ 21,622,414	\$ 165,202	\$ 21,787,616	55.13%	\$ 17,946,238	\$ -	\$ 22,004,174	\$ 21,622,414	\$ 165,202	\$ 17,946,238
Insurance Subtotal	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ 21,622,414	\$ 165,202	\$ 21,787,616	55.13%	\$ 17,946,238	\$ -	\$ 22,004,174	\$ 21,622,414	\$ 165,202	\$ 17,946,238
Total Construction Costs	\$ 2,004,672,014	\$ 2,081,991,238	\$ -	\$ 2,081,991,238	\$ 1,371,388,768	\$ 78,061,111	\$ 1,449,449,879	68.21%	\$ 705,549,711	\$ 82,304,622	\$ 1,397,994,338	\$ 1,272,219,410	\$ 72,214,927	\$ 853,991,235

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 APPENDIX III TO THE BUDGET/SCHEDULE AMENDMENT CERTIFICATE
 EXHIBIT M-4
 As of 12/01/08

DESCRIPTION	RESORT COSTS AMOUNT			COSTS INCURRED				NET AMOUNTS						
	CLOSING BUDGET (A)	PPDR BUDGET (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C+D)	PREVIOUS DATE COMPLETED (E)	CURRENT PERIOD COMPLETED (F)	TOTAL COMPLETED DATE (E+F+G)	% COMPLETED (G/H)	BALANCE TO COMPLETE (I)	TOTAL RETAINAGE (J)	TOTAL COMPLETED DATE (K)	PREVIOUS DATE COMPLETED (L)	CURRENT PERIOD COMPLETED DATE (M-N)	BALANCE TO COMPLETE (O-P)
Rooms FFBE														
Condo Suite	\$ 15,299,312	\$ 4,226,872	\$ -	\$ 19,526,184	\$ 6,683,724	\$ 491,247	\$ 5,229,701	38.60%	\$ 3,421,871	\$ -	\$ 5,229,701	\$ 5,433,174	\$ 491,247	\$ 9,431,871
Condo Unit One Bedroom	\$ 7,476,252	\$ 7,476,252	\$ -	\$ 14,952,504	\$ 3,852,440	\$ 271,413	\$ 3,687,887	49.14%	\$ 3,796,423	\$ -	\$ 3,687,887	\$ 3,233,446	\$ 271,413	\$ 3,796,423
Condo Suite	\$ 734,283	\$ 734,283	\$ -	\$ 1,468,566	\$ 557,049	\$ 111,258	\$ 712,237	57.01%	\$ 21,856	\$ -	\$ 712,237	\$ 91,396	\$ 271,413	\$ 734,283
Junior Suite	\$ 1,889,312	\$ 1,889,312	\$ -	\$ 3,778,624	\$ 518,378	\$ 201,458	\$ 716,975	45.11%	\$ 872,337	\$ -	\$ 716,975	\$ 1,625,214	\$ 401,458	\$ 1,113,396
Three Bay Suite	\$ 1,447,462	\$ 1,447,462	\$ 200,000	\$ 3,094,924	\$ 1,625,316	\$ 491,453	\$ 1,833,313	59.24%	\$ 14,089	\$ -	\$ 1,833,313	\$ 1,425,214	\$ 401,458	\$ 14,089
Four Bay Suite	\$ 141,268	\$ 141,268	\$ -	\$ 282,536	\$ 116,060	\$ -	\$ 116,060	80.31%	\$ 27,852	\$ -	\$ 116,060	\$ 114,200	\$ -	\$ 27,952
Six Bay Suite	\$ 48,978	\$ 48,978	\$ -	\$ 97,956	\$ -	\$ -	\$ -	0.00%	\$ 469,873	\$ -	\$ -	\$ -	\$ -	\$ 469,873
Typical King	\$ 44,866,874	\$ 44,866,874	\$ -	\$ 89,733,748	\$ 5,662,054	\$ 1,767,211	\$ 7,670,335	33.86%	\$ 6,796,233	\$ -	\$ 7,670,335	\$ 5,965,024	\$ 1,767,211	\$ 6,796,233
Typical Queen	\$ 31,521,187	\$ 31,521,187	\$ (200,000)	\$ 62,842,374	\$ 2,662,943	\$ 2,186,251	\$ 10,229,704	33.82%	\$ 20,992,833	\$ -	\$ 10,229,704	\$ 8,282,545	\$ 2,186,251	\$ 20,992,833
Rooms FFBE Subtotal	\$ 71,784,287	\$ 71,784,287	\$ -	\$ 143,568,574	\$ 25,839,718	\$ 8,411,443	\$ 31,372,232	43.22%	\$ 42,912,415	\$ -	\$ 31,372,232	\$ 25,839,718	\$ 8,411,443	\$ 42,912,415
Hotel and F&B Operating Equipment														
Bell Desk	\$ 59,454	\$ 59,454	\$ -	\$ 118,908	\$ -	\$ -	\$ -	0.00%	\$ 60,454	\$ -	\$ -	\$ -	\$ -	\$ 60,454
Front Desk	\$ 721,253	\$ 721,253	\$ -	\$ 1,442,506	\$ -	\$ -	\$ -	0.00%	\$ 1,442,506	\$ -	\$ -	\$ -	\$ -	\$ 1,442,506
Housekeeping	\$ 10,027,110	\$ 10,027,110	\$ -	\$ 20,054,220	\$ -	\$ -	\$ -	0.00%	\$ 10,027,110	\$ -	\$ -	\$ -	\$ -	\$ 10,027,110
Room Televisions	\$ 619,900	\$ 619,900	\$ -	\$ 1,239,800	\$ -	\$ -	\$ -	0.00%	\$ 619,900	\$ -	\$ -	\$ -	\$ -	\$ 619,900
Pool Operations	\$ 3,169,357	\$ 3,169,357	\$ -	\$ 6,338,714	\$ -	\$ -	\$ -	0.00%	\$ 3,169,357	\$ -	\$ -	\$ -	\$ -	\$ 3,169,357
Condo Operations	\$ 189,164	\$ 189,164	\$ -	\$ 378,328	\$ -	\$ -	\$ -	0.00%	\$ 189,164	\$ -	\$ -	\$ -	\$ -	\$ 189,164
Room Sales	\$ 428,164	\$ 428,164	\$ -	\$ 856,328	\$ 6,254	\$ 6,254	\$ 6,254	0.26%	\$ 2,611,813	\$ -	\$ 6,254	\$ 5,294	\$ 6,254	\$ 2,611,813
Convention Center	\$ 10,261,267	\$ 10,261,267	\$ -	\$ 20,522,534	\$ 1,846	\$ -	\$ 1,846	7.21%	\$ 5,621,073	\$ -	\$ 1,846	\$ 5,442	\$ 1,846	\$ 5,621,073
Business Center	\$ 546,435	\$ 546,435	\$ -	\$ 1,092,870	\$ -	\$ -	\$ -	0.00%	\$ 546,435	\$ -	\$ -	\$ -	\$ -	\$ 546,435
Telephone	\$ 489,253	\$ 489,253	\$ -	\$ 978,506	\$ -	\$ -	\$ -	0.00%	\$ 489,253	\$ -	\$ -	\$ -	\$ -	\$ 489,253
Food & Beverage	\$ 3,808,128	\$ 3,808,128	\$ -	\$ 7,616,256	\$ 2,858,118	\$ 2,858,118	\$ 2,858,118	0.00%	\$ 2,858,118	\$ -	\$ 2,858,118	\$ -	\$ -	\$ 2,858,118
Chilling	\$ 6,236,654	\$ 6,236,654	\$ -	\$ 12,473,308	\$ 2,265	\$ 2,265	\$ 2,265	23.04%	\$ 7,396,134	\$ -	\$ 2,265	\$ 2,265	\$ 2,265	\$ 7,396,134
Hotel and F&B Operating Equipment Subtotal	\$ 48,081,837	\$ 48,081,837	\$ -	\$ 96,163,674	\$ 10,984	\$ 3,251,147	\$ 31,214,821	6.53%	\$ 43,907,288	\$ -	\$ 31,214,821	\$ 10,984	\$ 3,251,147	\$ 43,907,288
Kitchen Equipment														
Food Service Equipment	\$ 17,598,240	\$ 17,598,240	\$ -	\$ 35,196,480	\$ 292,756	\$ 2,768	\$ 295,794	1.33%	\$ 22,003,446	\$ -	\$ 295,794	\$ 292,756	\$ 2,768	\$ 22,003,446
Kitchen Equipment Subtotal	\$ 17,598,240	\$ 17,598,240	\$ -	\$ 35,196,480	\$ 292,756	\$ 2,768	\$ 295,794	1.32%	\$ 22,003,446	\$ -	\$ 295,794	\$ 292,756	\$ 2,768	\$ 22,003,446
Estimator Signage														
Estimator Signage Equipment	\$ 26,852,720	\$ 26,852,720	\$ -	\$ 53,705,440	\$ 4,779,270	\$ 1,896,322	\$ 6,870,276	25.32%	\$ 19,654,444	\$ 687,828	\$ 6,870,276	\$ 4,381,772	\$ 1,896,322	\$ 20,342,272
Common Area														
FDH	\$ 22,204,213	\$ 22,204,213	\$ -	\$ 44,408,426	\$ 12,241,452	\$ 1,026,163	\$ 13,271,837	37.54%	\$ 10,069,376	\$ -	\$ 13,271,837	\$ 12,241,452	\$ 1,026,163	\$ 10,069,376
BOH	\$ 6,184,058	\$ 6,184,058	\$ -	\$ 12,368,116	\$ -	\$ -	\$ -	0.00%	\$ 6,184,058	\$ -	\$ -	\$ -	\$ -	\$ 6,184,058
Common Area Subtotal	\$ 28,388,271	\$ 28,388,271	\$ -	\$ 56,776,542	\$ 12,241,452	\$ 1,010,163	\$ 13,271,837	45.30%	\$ 15,994,175	\$ -	\$ 13,271,837	\$ 12,241,452	\$ 1,010,163	\$ 15,994,175
Costed FFBE	\$ 200,363,935	\$ 200,363,935	\$ -	\$ 400,727,870	\$ 43,242,872	\$ 11,699,168	\$ 55,031,930	27.47%	\$ 145,332,016	\$ 687,828	\$ 55,031,930	\$ 42,834,627	\$ 11,489,515	\$ 146,019,344
Gaming FFBE														
Table Games	\$ 3,197,240	\$ 3,197,240	\$ -	\$ 6,394,480	\$ -	\$ 771	\$ 771	0.02%	\$ 3,196,689	\$ -	\$ 771	\$ -	\$ 771	\$ 3,196,689
Poker	\$ 174,182	\$ 174,182	\$ -	\$ 348,364	\$ -	\$ -	\$ -	0.00%	\$ 174,182	\$ -	\$ -	\$ -	\$ -	\$ 174,182
Slot Operations	\$ 26,322,129	\$ 26,322,129	\$ -	\$ 52,644,258	\$ -	\$ -	\$ -	0.00%	\$ 26,322,129	\$ -	\$ -	\$ -	\$ -	\$ 26,322,129
RSS	\$ 6,174,424	\$ 6,174,424	\$ -	\$ 12,348,848	\$ -	\$ -	\$ -	0.00%	\$ 6,174,424	\$ -	\$ -	\$ -	\$ -	\$ 6,174,424
Cage Security	\$ 1,843,850	\$ 1,843,850	\$ -	\$ 3,687,700	\$ -	\$ 150,000	\$ 150,000	8.13%	\$ 1,683,950	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ 1,833,950
Security	\$ 219,174	\$ 219,174	\$ -	\$ 438,348	\$ -	\$ -	\$ -	0.00%	\$ 219,174	\$ -	\$ -	\$ -	\$ -	\$ 219,174
Gaming FFBE Subtotal	\$ 40,871,089	\$ 40,871,089	\$ -	\$ 81,742,178	\$ 150,000	\$ 150,771	\$ 151,771	0.37%	\$ 40,720,211	\$ -	\$ 150,771	\$ -	\$ 150,771	\$ 40,871,089
Entertainment														
Theater	\$ 12,203,731	\$ 12,203,731	\$ -	\$ 24,407,462	\$ -	\$ -	\$ -	0.00%	\$ 12,203,731	\$ -	\$ -	\$ -	\$ -	\$ 12,203,731

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 APPENDIX III TO THE BUDGET/SCHEDULE AMENDMENT CERTIFICATE
 EXHIBIT M-4
 AS of 12/31/08

DESCRIPTION	RESORT COSTS AMOUNT			COSTS INCURRED				NET AMOUNTS						
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
Entertainment Subtotal	\$ 12,283,731	\$ 12,283,731	\$	\$ 12,283,731	\$	\$	\$	\$ 12,283,731	\$	\$	\$	\$	\$ 12,283,731	\$
A&O and Facilities and IT														
A&G and Facilities														
General Administration, HR, Finance	2,652,222	2,652,222		2,652,222		375,451	766,294	26.62%	2,206,228		766,294	542,243	213,631	2,206,228
Marketing & Casino Marketing	688,518	688,518		688,518				0.00%	688,518					688,518
Engineering	11,594,556	11,594,556		11,594,556			211,937	1.83%	11,382,619		211,937	311,257		11,382,619
Internal Maintenance	1,571,237	1,571,237		1,571,237				0.00%	1,571,237					1,571,237
Transportation	154,558	154,558		154,558				0.00%	154,558					154,558
Hotel	151,973	151,973		151,973				0.00%	151,973					151,973
Wardrobe	242,813	242,813		242,813			194,780	25.22%	54,033		194,780	62,396	41,530	54,033
IT														
IT	47,799,919	47,799,919		47,799,919		232,522	6,672,849	13.89%	41,026,091		6,672,849	6,640,395	332,580	41,026,091
Surveillance (Casino & Hotel)	6,682,383	6,682,383		6,682,383				0.00%	6,682,383					6,682,383
A&O and Facilities and IT Subtotal	\$ 71,879,588	\$ 71,879,588	\$	\$ 71,879,588	\$	\$ 487,971	\$ 7,431,990	10.80%	\$ 64,047,616	\$	\$ 7,431,990	\$ 7,349,129	\$ 487,971	\$ 64,047,616
ORAW FREE	\$ 325,074,632	\$ 325,074,632	\$	\$ 325,074,632	\$	\$ 939,571	\$ 7,988,751	2.92%	\$ 317,085,871	\$	\$ 7,988,751	\$ 7,248,120	\$ 939,571	\$ 317,085,871
Pre-Opening and Working Capital														
Working Capital														
Bankroll	4,292,863	4,292,863		4,292,863				0.00%	4,292,863					4,292,863
Inventory	3,159,000	3,159,000		3,159,000				0.00%	3,159,000					3,159,000
Uniforms	5,971,729	5,971,729		5,971,729		91,229		1.53%	5,880,500		91,229			5,880,500
Taxes	1,862,269	1,862,269		1,862,269				0.00%	1,862,269					1,862,269
Pre-Opening														
Personal Budget	47,629,429	47,629,429		47,629,429		277,292	11,530,811	28.94%	26,975,843		11,530,811	19,522,622	371,209	26,975,843
Marketing	20,259,263	20,259,263		20,259,263		326,122	10,937,591	53.94%	9,939,593		10,937,591	739,892	359,162	9,939,593
Office and Related	1,641,000	1,641,000		1,641,000		1,355	2,821,789	99.59%	211		2,821,789	2,411,292	410,381	211
Recruitment	3,847,966	3,847,966		3,847,966		1,355	786,166	47.51%	864,458		786,166	774,215	11,360	864,458
Other	2,847,966	2,847,966		2,847,966		95,529	5,737,154	39.19%	946		5,737,154	2,343,250	880,909	946
Pre-Opening and Working Capital Subtotal	\$ 84,042,578	\$ 84,042,578	\$	\$ 84,042,578	\$	\$ 2,422,444	\$ 31,231,239	36.07%	\$ 50,755,241	\$	\$ 31,231,239	\$ 25,718,187	\$ 2,422,444	\$ 50,755,241
Fees / Permits / Taxes / Other														
Building Permits														
Permits, Fees, etc	14,516,263	14,516,263		14,516,263		25,724	19,000,618	49.19%	1,512,205		19,000,618	12,376,666	28,730	1,512,205
SEWER FEE	7,779,430	7,779,430		7,779,430				39.62%	4,132		7,779,430	7,734,528		4,132
Hotel Rooms	1,566,060	1,566,060		1,566,060				100.00%			1,566,060	1,566,060		
Remainder of Poolium														
Water Assisted FARE	11,181,709	11,181,709		11,181,709				67.63%	3,586,351		7,584,650	7,584,650		3,586,351
Regional connection charges	13,350	13,350		13,350				0.00%	13,350					13,350
Health Department / Other MFL Fees	1,490,889	1,490,889		1,490,889				0.00%	1,490,889					1,490,889
Overtime for Pile Tailing	4,672,391	4,672,391		4,672,391				76.44%	1,096,840		3,526,112	3,526,112		1,096,840
Transporation Fee														
Design Costs	95,419,369	95,419,369		95,419,369		1,642,322	86,522,536	100.00%	2,814		86,522,536	85,294,238	1,642,322	2,814
Contingent costs	2,246,863	2,246,863		2,246,863		1,195,329	10,586,288	93.88%	2,154		10,586,288	9,430,442	1,105,903	2,154
Fees, Permits, Taxes, Other	\$ 131,854,077	\$ 131,854,077	\$	\$ 131,854,077	\$	\$ 3,845,534	\$ 144,466,812	81.32%	\$ 10,326,263	\$	\$ 144,466,812	\$ 140,611,277	\$ 3,845,534	\$ 14,285,263
Travel, Lease and Other														
Travel Agency	75,000	75,000		75,000				0.00%	75,000					75,000
Property taxes	15,619,867	15,619,867		15,619,867		626,551	3,893,259	65.27%	2,016,182		3,893,259	3,242,264	656,031	2,016,182
Legal fees / other / insurance	2,651,974	2,651,974		2,651,974		111,453	4,791,233	84.66%	270,383		4,791,233	4,629,655	111,659	270,383
Developmental Agreement	4,566,420	4,566,420		4,566,420		307,506	4,500,548	99.59%	431		4,500,548	4,255,642	307,500	431
Inventory Piece Ramp	750,000	750,000		750,000				86.84%	20,863		729,137	729,137		20,863
About-up cost														
Fees / Permits / Taxes / Other Subtotal	\$ 144,466,812	\$ 144,466,812	\$	\$ 144,466,812	\$	\$ 140,611,277	\$ 144,466,812	97.33%	\$ 10,326,263	\$	\$ 144,466,812	\$ 140,611,277	\$ 3,845,534	\$ 14,285,263

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

DESCRIPTION	RESORT COSTS AMOUNT		RESORT COSTS INCURRED				NET AMOUNTS					
	CLOSING BUDGET (A)	RESORT BUDGET (B)	PREVIOUS COMPLETED DATE (G)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (E)	% COMPLETED (D)	BALANCE TO COMPLETE (C-B)	TOTAL RETAINAGE (J)	TOTAL COMPLETED DATE (I-K)	PREVIOUS COMPLETED DATE (L)	CURRENT PERIOD COMPLETED DATE (M)	BALANCE TO COMPLETE (N-K)
Debt Service Accrued Through Scheduled Opening												
Debt Service	\$ 352,750,000	\$ 352,750,000	\$ 217,136,763	\$ 217,136,763	\$ 217,136,763	65.33%	\$ 115,242,270		\$ 217,136,763	\$ 217,136,763	\$ 115,242,270	
Debt Service Accrued Through Scheduled Opening Subtotal												
Condominium-Hotel Selling Expenses												
Condominium-Hotel Selling Expenses	\$ 48,775,000	\$ 25,000,000	\$ 17,232,748	\$ 361,448	\$ 17,232,748	68.93%	\$ 7,787,232		\$ 17,232,748	\$ 10,051,199	\$ 381,048	
Condominium-Hotel Selling Expenses Subtotal	\$ 48,775,000	\$ 25,000,000	\$ 17,232,748	\$ 361,448	\$ 17,232,748	68.93%	\$ 7,787,232		\$ 17,232,748	\$ 16,451,198	\$ 381,048	
Fees and Expenses												
Fees and Expenses	\$ 66,744,784	\$ 66,744,784	\$ 59,545,871	\$ -	\$ 59,545,871	89.23%	\$ 1,194,923		\$ 66,744,784	\$ 59,545,871	\$ 1,194,923	
Fees and Expenses Subtotal	\$ 66,744,784	\$ 66,744,784	\$ 59,545,871	\$ -	\$ 59,545,871	89.23%	\$ 1,194,923		\$ 66,744,784	\$ 59,545,871	\$ 1,194,923	
Cash Accrued Through Opening Date												
Cash Accrued Through Opening Date	\$ 818,935,055	\$ 654,304,482	\$ 489,308,531	\$ 6,659,123	\$ 489,308,531	71.70%	\$ 185,235,150		\$ 489,308,531	\$ 487,649,408	\$ 185,235,150	
TOTAL COSTS	\$ 2,029,041,201	\$ 2,081,245,141	\$ 1,922,177,781	\$ 98,048,514	\$ 1,922,177,781	92.43%	\$ 1,157,265,260	\$ 81,491,489	\$ 1,922,177,781	\$ 1,747,244,114	\$ 92,221,178	

(1) To be filed out without off-setting Retainage.

IN BALANCE TEST ADJUSTMENTS	
Post-Closing Hard Costs Paid to Date %	98.2%
Contingency Adjustment	
Required Minimum Contingency	\$ 31,374,196
Less: Unallocated Contingency Balance (Actual)	\$ (7,271,571)
Contingency Adjustment Subtotal	\$ (42,897,374)
Other Adjustments	
Required Minimum Cash Support	\$ -
Required Minimum Liquidity Account	\$ 15,439,334
Required Minimum Excess Receiver Support Amount	\$ -
Repayment of Existing CDO	\$ 4,768,658
Adjustment for Additional Cash Support	\$ -
TOTAL	\$ 1,211,104,432

IN BALANCE TEST AVAILABLE CUSHION	
Required Minimum Cash Support	\$ 20,191,369
Other Uses Resulted in Balance Cushion	\$ -
Contingency Adjustment Subtotal	\$ 42,897,374
Required Minimum Liquidity Account	\$ 34,321,685
Required Minimum Excess Receiver Support Amount	\$ -
Adjustment for Additional Cash Support	\$ 10,528,927
Total Other Undedicated in Balance Cushion	\$ 81,047,988
TOTAL CUSHION	\$ 56,000,000

CONFIDENTIAL
 FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 REMAINING COST REPORT
 APPENDIX Y TO THE BUDGET/SCHEDULE AMENDMENT CERTIFICATE
 December 31, 2008

DESCRIPTION	RESCORT COSTS AMOUNT				COSTS INCURRED				NET AMOUNTS					
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)		
	CLOSING BUDGET	PRIOR REPORT BUDGET (9/30/08)	CURRENT PERIOD MODIFICATIONS	RESCORT BUDGET (9/30/08)	PREVIOUS COMPLETED (9/30/08)	CURRENT PERIOD COMPLETED (1)	TOTAL COMPLETED DATE (9/30/08)	% COMPLETED (9/30/08)	BALANCE TO COMPLETE (9/30/08)	REMAINAGE	TOTAL COMPLETED DATE (9/30/08)	PREVIOUS COMPLETED (9/30/08)	CURRENT PERIOD COMPLETED DATE (9/30/08)	BALANCE TO COMPLETE (9/30/08)
Tenney West Construction	1,932,811,074	1,890,261,133	41,234,778	1,932,811,074	1,393,468,254	74,902,769.84	1,368,371,023.84	69.84%	611,165,871	62,841,632	1,285,554,333	1,312,318,416	72,274,887	669,991,670
Uniluxes Contingency	111,031,860	77,271,671	-	77,271,671	-	-	77,271,671	0.00%	37,271,671	-	-	-	-	77,271,671
AARONSON Construction	40,000,000	24,276,229	(14,234,778)	7,141,751	-	-	7,141,751	0.00%	13,141,751	-	-	-	-	13,141,751
Summe	1,983,842,934	1,991,809,033	-	2,017,254,500	1,393,468,254	74,902,769.84	1,368,371,023.84	69.84%	611,165,871	62,841,632	1,285,554,333	1,312,318,416	72,274,887	669,991,670
Revo FF&E	73,784,287	73,784,287	-	73,784,287	26,840,706	6,421,632.56	31,262,338.56	42.25%	42,141,948	-	31,262,338.56	26,840,706	6,421,632.56	42,141,948
Hotel and FAB Operating Equipment	48,081,267	48,081,267	-	48,081,267	16,884	3,303,163.68	3,319,047.68	6.86%	44,662,222.32	-	3,319,047.68	16,884	3,303,163.68	44,662,222.32
Kitchen Equipment	22,393,210	22,393,210	-	22,393,210	1,077,85	31,593,500	28,748,744	13.5%	31,005,465	-	28,748,744	1,077,85	31,593,500	31,005,465
Entire Signage	26,523,276	26,523,276	-	26,523,276	4,378,750	1,818,523.60	6,197,273.60	23.37%	19,626,002.40	-	6,197,273.60	4,378,750	1,818,523.60	19,626,002.40
Cannan Architecture	21,844,812	21,844,812	-	21,844,812	12,414,144	1,401,664.68	13,815,808.68	63.26%	15,204,471	-	13,815,808.68	12,414,144	1,401,664.68	15,204,471
Costs of FF&E	202,521,912	202,521,912	-	202,521,912	32,312,917	11,942,922.24	44,255,839.24	21.89%	162,266,072.76	-	44,255,839.24	32,312,917	11,942,922.24	162,266,072.76
Grinby FF&E	40,871,089	40,871,089	-	40,871,089	-	9,977,138	16,774	0.37%	40,793,951	-	16,774	-	9,977,138	40,793,951
Entertainment	12,843,711	12,843,711	-	12,843,711	-	-	-	0.00%	12,843,711	-	-	-	-	12,843,711
AUG and Facilities and IT	71,929,264	71,929,264	-	71,929,264	7,248,226	487,168.80	7,735,394.80	10.75%	64,193,869.20	-	7,735,394.80	7,248,226	487,168.80	64,193,869.20
Pre-Opening Working Capital	92,847,610	14,194,078	(2,251,900)	84,491,779	38,783,287	2,424,947.16	41,208,234.16	38.31%	42,863,544.84	-	41,208,234.16	38,783,287	2,424,947.16	42,863,544.84
Fee/Facility Taxes/Other	153,911,077	182,497,077	2,251,900	144,000,077	140,911,277	3,865,524.31	144,776,801.31	93.22%	10,223,275.69	-	140,911,277	140,911,277	3,865,524.31	10,223,275.69
Debt Service Account Through Scheduled Operating Date	312,748,033	312,748,033	-	312,748,033	217,185,783	-	217,185,783	69.47%	195,562,250	-	217,185,783	217,185,783	-	195,562,250
Contingency-Initial Selling Expenses	48,271,423	48,271,423	-	48,271,423	16,264,108	24,164,640	40,428,748	83.74%	7,842,675	-	40,428,748	16,264,108	24,164,640	7,842,675
Fee and Expenses	682,543,274	682,543,274	-	682,543,274	424,212,428	6,863,133.13	431,075,561.13	63.01%	251,467,712.87	-	431,075,561.13	424,212,428	6,863,133.13	251,467,712.87
Cost Account Through Operating Date	682,543,274	682,543,274	-	682,543,274	424,212,428	6,863,133.13	431,075,561.13	63.01%	251,467,712.87	-	431,075,561.13	424,212,428	6,863,133.13	251,467,712.87
TOTAL COSTS	2,223,041,261	2,223,041,261	-	2,223,041,261	1,521,921,897	98,848,132.55	1,620,770,030	72.91%	1,187,268,228	61,412,483	1,521,921,897	1,520,781,711	98,848,132.55	1,187,268,228

IN-BALANCE TEST ADJUSTMENTS	
Contingency A Estimate	62,626
Required Minimum Contingency	21,571,366
Less: Unlocked Contingency Balance (Actual)	(21,271,271)
Contingency A Estimate Available	(62,626)
Required Minimum Liability Account	15,725,314
Required Minimum Costs to Remove Supplier Amount	4,553,720
Repayment of Existing Debt	1,218,914,318
TOTAL	1,218,914,318

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

DESCRIPTION	IN BALANCE TEST
AVAILABLE FUNDS	
Projected Interest Income ⁽¹⁾	\$ 3,623,191
Anticipated Bonded Condo Deposits	\$ 10,000,000
Equity Funding Account	\$ -
Cash Management Account	\$ 6,000,000
Second Mortgage Proceeds Account	\$ -
Bank Proceeds Account ⁽²⁾	\$ 50,090,070
Delay Draw Term Loan Availability	\$ 348,333,333
Bank Revolving Availability, Minus \$40,000,000	\$ 750,000,000
Debt Service Commitment Portion	\$ -
Cash Support Amount	\$ 100,000,000
Retail Lenders Shared Cost Commitment (Less Advances Made for Shared Costs)	\$ 57,741,771
Cash Balance in the Resort Payment Account	\$ -
Cash Balance in the Interest Account	\$ 18,091
Cash Balance in the Resort Loss Proceeds Account	\$ 427
TOTAL AVAILABLE FUNDS	\$ 1,325,866,883
LESS: TOTAL	
Remaining Costs (In Balance Test Adjustments Total from the Remaining Cost Report)	\$ (1,218,104,428)
IN BALANCE POSITIVE / (NEGATIVE)	\$ 107,762,455

(1) Anticipated interest income on all Resort accounts.

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

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VII TO EXHIBIT C-1
 As of 12/21/08

DESCRIPTION	RESORT COSTS AMOUNT			COSTS INCURRED				NET AMOUNTS						
	CLOSING RESORT BUDGET (A)	PRIOR RESORT BUDGET (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C+D)	PREVIOUS TO COMPLETED DATE (E)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (E+F+G)	% COMPLETED (G/D)	BALANCE TO COMPLETE (D-G)	TOTAL RETAINAGE (H)	TOTAL COMPLETED TO DATE (I)	PREVIOUS TO COMPLETED DATE (J)	CURRENT PERIOD COMPLETED DATE (K)	BALANCE TO COMPLETE (L)
Construction Hard Costs														
Tower	\$ 852,116,000	\$ 702,637,293	\$ 1,241,612	\$ 704,199,971	\$ 591,116,759	\$ 36,790,219	\$ 598,006,966	76.24%	\$ 167,293,005	\$ 58,177,877	\$ 497,729,140	\$ 46,628,978	\$ 32,930,682	\$ 206,470,932
Forum	\$ 608,116,655	\$ 706,773,027	\$ 2,677,374	\$ 710,451,023	\$ 354,035,147	\$ 33,748,104	\$ 388,107,281	54.23%	\$ 327,643,712	\$ 22,299,744	\$ 365,309,907	\$ 34,245,153	\$ 22,331,789	\$ 349,442,098
Convention	\$ 378,835,716	\$ 440,438,932	\$ 1,292,288	\$ 441,731,211	\$ 351,724,215	\$ 16,591,824	\$ 348,316,022	78.50%	\$ 93,161,399	\$ 30,824,333	\$ 327,697,188	\$ 312,608,377	\$ 15,294,182	\$ 113,648,132
Garage/Convention/Central Plant	\$ 24,352,850	\$ 16,865,191	\$ 412,416	\$ 17,721,427	\$ 11,882,344	\$ 26,322	\$ 11,913,436	63.87%	\$ 5,243,181	\$ 581,871	\$ 11,330,625	\$ 11,549,590	\$ 34,135	\$ 6,881,302
Central Plant	\$ 6,807,000	\$ 3,061,170	\$ -	\$ 3,061,170	\$ 2,898,640	\$ -	\$ 2,898,640	78.28%	\$ 862,130	\$ -	\$ 2,898,640	\$ 2,898,640	\$ -	\$ 662,600
Boyd cell	\$ 1,703,000,000	\$ 1,853,780,614	\$ 11,738,874	\$ 1,881,989,692	\$ 1,211,849,845	\$ 74,157,312	\$ 1,288,006,155	68.45%	\$ 593,193,496	\$ 42,505,455	\$ 1,203,466,701	\$ 1,134,865,144	\$ 70,551,167	\$ 675,012,882
Construction Hard Costs Subtotal	\$ 22,200,000	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 6,816,127	\$ 242,728	\$ 6,654,865	48.26%	\$ 6,691,872	\$ 2,642	\$ 6,052,225	\$ 6,816,127	\$ 240,714	\$ 6,494,213
LEED Qualification Costs	\$ 22,000,000	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 3,814,137	\$ 240,728	\$ 6,054,865	48.26%	\$ 6,691,872	\$ 2,642	\$ 6,052,225	\$ 6,816,127	\$ 240,714	\$ 6,494,213
LEED Qualification Costs Subtotal	\$ 68,200,000	\$ 68,190,810	\$ -	\$ 68,190,810	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LEED Sales Tax Benefit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LEED Sales Tax Benefit Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Conditions/Requirements/Finishing														
CM Staffing	\$ 34,522,662	\$ 21,164,322	\$ 1,564,600	\$ 29,809,147	\$ 22,462,070	\$ 1,620,322	\$ 29,124,387	99.10%	\$ 268,769	\$ -	\$ 28,193,387	\$ 22,462,070	\$ 1,680,737	\$ 265,385
Field Engineering	\$ 1,825,000	\$ 1,825,000	\$ -	\$ 1,825,000	\$ 1,825,000	\$ -	\$ 1,825,000	100.00%	\$ -	\$ -	\$ 1,825,000	\$ 1,825,000	\$ -	\$ -
Record Keeping	\$ 400,000	\$ 400,000	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ 400,000	100.00%	\$ -	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -
SAC (OT for Inspection misc entitlement)	\$ 4,236,107	\$ 4,236,107	\$ -	\$ 4,236,107	\$ 4,236,107	\$ -	\$ 4,236,107	100.00%	\$ -	\$ -	\$ 4,236,107	\$ 4,236,107	\$ -	\$ -
Plant Office and Equipment	\$ 2,458,000	\$ 2,458,000	\$ -	\$ 2,458,000	\$ 2,458,000	\$ -	\$ 2,458,000	100.00%	\$ -	\$ -	\$ 2,458,000	\$ 2,458,000	\$ -	\$ -
Temporary Utilities	\$ 4,528,000	\$ 4,528,000	\$ -	\$ 4,528,000	\$ 4,528,000	\$ -	\$ 4,528,000	100.00%	\$ -	\$ -	\$ 4,528,000	\$ 4,528,000	\$ -	\$ -
Material and Labor Storage	\$ 3,318,000	\$ 3,318,000	\$ -	\$ 3,318,000	\$ 3,318,000	\$ -	\$ 3,318,000	100.00%	\$ -	\$ -	\$ 3,318,000	\$ 3,318,000	\$ -	\$ -
Clearing (Contract and Final)	\$ 2,843,700	\$ 2,843,700	\$ -	\$ 2,843,700	\$ 2,843,700	\$ -	\$ 2,843,700	100.00%	\$ -	\$ -	\$ 2,843,700	\$ 2,843,700	\$ -	\$ -
General Equipment and Tools	\$ 1,571,500	\$ 1,571,500	\$ -	\$ 1,571,500	\$ 1,571,500	\$ -	\$ 1,571,500	100.00%	\$ -	\$ -	\$ 1,571,500	\$ 1,571,500	\$ -	\$ -
Project Documentation	\$ 1,232,000	\$ 1,232,000	\$ -	\$ 1,232,000	\$ 1,232,000	\$ -	\$ 1,232,000	100.00%	\$ -	\$ -	\$ 1,232,000	\$ 1,232,000	\$ -	\$ -
Misc. Project Expenses	\$ 222,000	\$ 222,000	\$ -	\$ 222,000	\$ 222,000	\$ -	\$ 222,000	100.00%	\$ -	\$ -	\$ 222,000	\$ 222,000	\$ -	\$ -
Testing and Inspection (ATC Associates)	\$ 2,650,000	\$ 2,650,000	\$ -	\$ 2,650,000	\$ 2,650,000	\$ -	\$ 2,650,000	100.00%	\$ -	\$ -	\$ 2,650,000	\$ 2,650,000	\$ -	\$ -
Reimburse shipping	\$ 1,550,000	\$ 1,550,000	\$ -	\$ 1,550,000	\$ 1,550,000	\$ -	\$ 1,550,000	100.00%	\$ -	\$ -	\$ 1,550,000	\$ 1,550,000	\$ -	\$ -
Holding	\$ 26,332,619	\$ 26,332,619	\$ -	\$ 26,332,619	\$ 26,332,619	\$ -	\$ 26,332,619	100.00%	\$ -	\$ -	\$ 26,332,619	\$ 26,332,619	\$ -	\$ -
Sub Total General Conditions/Requirements/Finishing	\$ 175,044,814	\$ 1,815,951,130	\$ 11,234,778	\$ 1,815,951,130	\$ 1,338,461,834	\$ 74,982,351	\$ 1,308,989,146	88.44%	\$ 901,196,871	\$ 82,104,632	\$ 1,226,792,275	\$ 1,232,919,416	\$ 73,724,937	\$ 803,991,233
Contingency	\$ 11,338,800	\$ 71,271,571	\$ -	\$ 71,271,571	\$ -	\$ -	\$ -	0.00%	\$ 71,271,571	\$ -	\$ -	\$ -	\$ -	\$ 71,271,571
Unallocated Contingency	\$ -	\$ 24,416,528	\$ (11,234,778)	\$ 13,181,750	\$ -	\$ -	\$ -	0.00%	\$ 13,181,750	\$ -	\$ -	\$ -	\$ -	\$ 13,181,750
Additional Cost Contingency	\$ 114,039,660	\$ 101,444,100	\$ (15,234,778)	\$ 96,209,322	\$ -	\$ -	\$ -	0.00%	\$ 96,209,322	\$ -	\$ -	\$ -	\$ -	\$ 96,209,322
Insurance	\$ 46,500,000	\$ 46,500,000	\$ -	\$ 46,500,000	\$ 46,500,000	\$ -	\$ 46,500,000	100.00%	\$ -	\$ -	\$ 46,500,000	\$ 46,500,000	\$ -	\$ -
Insurance Subtotal	\$ 1,094,872,034	\$ 2,091,933,231	\$ -	\$ 2,091,933,231	\$ 1,308,989,146	\$ 75,000,711	\$ 1,384,989,857	85.23%	\$ 706,943,374	\$ 82,104,632	\$ 1,302,846,519	\$ 1,294,231,120	\$ 75,250,398	\$ 787,595,280
Total Construction Costs														

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VII TO EXHIBIT C-1
 As of 12/01/08

DESCRIPTION	RESORT COSTS AMOUNT			COSTS INCURRED						NET AMOUNTS				
	CLOSING BUDGET (A)	PRIOR BUDGET (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (D)	PREVIOUS COMPLETED DATE (E)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (G)	% COMPLETED (H)	BALANCE TO COMPLETE (I)	TOTAL RETAINAGE (J)	TOTAL COMPLETED DATE (K)	PREVIOUS COMPLETED DATE (L)	CURRENT PERIOD COMPLETED DATE (M)	BALANCE TO COMPLETE (N)
Rooms FFEE														
Condo Unit One Bedroom	\$ 12,260,572	\$ 12,260,572	\$ -	\$ 12,260,572	\$ -	\$ 481,247	\$ 5,332,701	38.80%	\$ 8,431,871	\$ -	\$ 5,282,701	\$ 6,635,724	\$ -	\$ 9,431,871
Condo Unit One Bedroom	\$ 7,174,232	\$ 7,174,232	\$ -	\$ 7,174,232	\$ -	\$ 277,419	\$ 3,887,887	48.14%	\$ 3,796,453	\$ -	\$ 3,667,687	\$ 3,250,445	\$ -	\$ 3,796,453
Center Suite	\$ 1,858,212	\$ 1,858,212	\$ -	\$ 1,858,212	\$ -	\$ 113,326	\$ 712,357	97.01%	\$ 21,336	\$ -	\$ 712,357	\$ 583,295	\$ -	\$ 113,326
Junior Suite	\$ 1,689,312	\$ 1,689,312	\$ -	\$ 1,689,312	\$ -	\$ 201,858	\$ 716,975	45.11%	\$ 872,337	\$ -	\$ 716,975	\$ 318,735	\$ -	\$ 201,858
Three Bay Suite	\$ 1,447,882	\$ 1,447,882	\$ 200,000	\$ 1,647,882	\$ -	\$ 491,453	\$ 1,833,313	99.24%	\$ 14,088	\$ -	\$ 1,833,313	\$ 1,835,244	\$ -	\$ 401,499
Four Bay Suite	\$ 141,264	\$ 141,264	\$ -	\$ 141,264	\$ -	\$ 114,000	\$ 114,000	80.31%	\$ 27,952	\$ -	\$ 114,000	\$ 115,000	\$ -	\$ 27,952
Six Bay Suite	\$ 44,956,874	\$ 44,956,874	\$ -	\$ 44,956,874	\$ -	\$ 1,784,311	\$ 7,670,335	33.86%	\$ 6,796,233	\$ -	\$ 7,670,335	\$ 5,265,294	\$ -	\$ 1,784,311
Typical King	\$ 31,281,537	\$ 31,281,537	\$ 2,000,000	\$ 33,281,537	\$ -	\$ 2,196,293	\$ 10,121,704	33.82%	\$ 20,952,415	\$ -	\$ 10,121,704	\$ 8,622,345	\$ -	\$ 2,196,293
Rooms FFEE Subtotal	\$ 73,784,387	\$ 73,784,387	\$ -	\$ 73,784,387	\$ -	\$ 4,411,543	\$ 31,372,332	43.52%	\$ 42,412,415	\$ -	\$ 31,372,332	\$ 25,930,708	\$ -	\$ 4,411,543
Hotels and FAB Operating Equipment														
Bell Desk	\$ 506,464	\$ 506,464	\$ -	\$ 506,464	\$ -	\$ -	\$ -	0.00%	\$ 506,464	\$ -	\$ -	\$ -	\$ -	\$ 506,464
Housekeeping	\$ 10,227,110	\$ 10,227,110	\$ -	\$ 10,227,110	\$ -	\$ -	\$ -	0.00%	\$ 10,227,110	\$ -	\$ -	\$ -	\$ -	\$ 10,227,110
Room Reservations	\$ 678,230	\$ 678,230	\$ -	\$ 678,230	\$ -	\$ -	\$ -	0.00%	\$ 678,230	\$ -	\$ -	\$ -	\$ -	\$ 678,230
Pool Operations	\$ 3,626,337	\$ 3,626,337	\$ -	\$ 3,626,337	\$ -	\$ -	\$ -	0.00%	\$ 3,626,337	\$ -	\$ -	\$ -	\$ -	\$ 3,626,337
Condo Operations	\$ 2,178,120	\$ 2,178,120	\$ -	\$ 2,178,120	\$ -	\$ -	\$ -	0.00%	\$ 2,178,120	\$ -	\$ -	\$ -	\$ -	\$ 2,178,120
Hotel Suite	\$ 10,251,357	\$ 10,251,357	\$ -	\$ 10,251,357	\$ -	\$ -	\$ -	0.00%	\$ 10,251,357	\$ -	\$ -	\$ -	\$ -	\$ 10,251,357
Convention Center	\$ 546,415	\$ 546,415	\$ -	\$ 546,415	\$ -	\$ -	\$ -	0.00%	\$ 546,415	\$ -	\$ -	\$ -	\$ -	\$ 546,415
Business Center	\$ 489,253	\$ 489,253	\$ -	\$ 489,253	\$ -	\$ -	\$ -	0.00%	\$ 489,253	\$ -	\$ -	\$ -	\$ -	\$ 489,253
Telephone	\$ 2,828,128	\$ 2,828,128	\$ -	\$ 2,828,128	\$ -	\$ -	\$ -	0.00%	\$ 2,828,128	\$ -	\$ -	\$ -	\$ -	\$ 2,828,128
Signage	\$ 5,833,837	\$ 5,833,837	\$ -	\$ 5,833,837	\$ -	\$ -	\$ -	0.00%	\$ 5,833,837	\$ -	\$ -	\$ -	\$ -	\$ 5,833,837
Food & Beverage	\$ 4,328,467	\$ 4,328,467	\$ -	\$ 4,328,467	\$ -	\$ -	\$ -	0.00%	\$ 4,328,467	\$ -	\$ -	\$ -	\$ -	\$ 4,328,467
Callings	\$ 48,081,857	\$ 48,081,857	\$ -	\$ 48,081,857	\$ -	\$ -	\$ -	0.00%	\$ 48,081,857	\$ -	\$ -	\$ -	\$ -	\$ 48,081,857
Hotels and FAB Operating Equipment Subtotal	\$ 122,289,240	\$ 122,289,240	\$ -	\$ 122,289,240	\$ -	\$ 15,563	\$ 295,734	1.33%	\$ 122,003,416	\$ -	\$ 295,734	\$ 293,755	\$ -	\$ 15,563
Kitchen Equipment														
Food Service Equipment	\$ 22,289,240	\$ 22,289,240	\$ -	\$ 22,289,240	\$ -	\$ 35,843	\$ 281,784	1.33%	\$ 22,003,416	\$ -	\$ 281,784	\$ 279,793	\$ -	\$ 35,843
Kitchen Equipment Subtotal	\$ 22,289,240	\$ 22,289,240	\$ -	\$ 22,289,240	\$ -	\$ 35,843	\$ 281,784	1.33%	\$ 22,003,416	\$ -	\$ 281,784	\$ 279,793	\$ -	\$ 35,843
Exterior Signage														
Signage by YESCO	\$ 26,531,720	\$ 26,531,720	\$ -	\$ 26,531,720	\$ -	\$ 1,958,524	\$ 6,878,276	25.92%	\$ 19,654,444	\$ -	\$ 6,878,276	\$ 5,381,755	\$ -	\$ 1,958,524
Exterior Signage Subtotal	\$ 26,531,720	\$ 26,531,720	\$ -	\$ 26,531,720	\$ -	\$ 1,958,524	\$ 6,878,276	25.92%	\$ 19,654,444	\$ -	\$ 6,878,276	\$ 5,381,755	\$ -	\$ 1,958,524
Common Area														
FOH	\$ 22,289,240	\$ 22,289,240	\$ -	\$ 22,289,240	\$ -	\$ 1,650,161	\$ 13,371,837	57.81%	\$ 10,009,378	\$ -	\$ 13,371,837	\$ 12,241,154	\$ -	\$ 1,650,161
BOH	\$ 28,651,812	\$ 28,651,812	\$ -	\$ 28,651,812	\$ -	\$ 1,090,183	\$ 13,271,837	46.30%	\$ 15,399,173	\$ -	\$ 13,271,837	\$ 12,241,154	\$ -	\$ 1,090,183
Common Area Subtotal	\$ 50,941,052	\$ 50,941,052	\$ -	\$ 50,941,052	\$ -	\$ 2,740,344	\$ 26,643,674	52.04%	\$ 24,200,705	\$ -	\$ 26,643,674	\$ 24,482,308	\$ -	\$ 2,740,344
Gaming FFEE														
Table Games	\$ 3,137,240	\$ 3,137,240	\$ -	\$ 3,137,240	\$ -	\$ 771	\$ 771	0.02%	\$ 3,136,469	\$ -	\$ 771	\$ -	\$ -	\$ 771
Poker	\$ 174,182	\$ 174,182	\$ -	\$ 174,182	\$ -	\$ -	\$ -	0.00%	\$ 174,182	\$ -	\$ -	\$ -	\$ -	\$ 174,182
Slot Operations	\$ 24,322,138	\$ 24,322,138	\$ -	\$ 24,322,138	\$ -	\$ -	\$ -	0.00%	\$ 24,322,138	\$ -	\$ -	\$ -	\$ -	\$ 24,322,138
R&S	\$ 6,174,424	\$ 6,174,424	\$ -	\$ 6,174,424	\$ -	\$ 150,000	\$ 150,000	8.13%	\$ 6,024,424	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
Cage Security	\$ 1,853,560	\$ 1,853,560	\$ -	\$ 1,853,560	\$ -	\$ -	\$ -	0.00%	\$ 1,853,560	\$ -	\$ -	\$ -	\$ -	\$ 1,853,560
Security	\$ 219,174	\$ 219,174	\$ -	\$ 219,174	\$ -	\$ -	\$ -	0.00%	\$ 219,174	\$ -	\$ -	\$ -	\$ -	\$ 219,174
Gaming FFEE Subtotal	\$ 40,871,098	\$ 40,871,098	\$ -	\$ 40,871,098	\$ -	\$ 150,771	\$ 150,771	0.37%	\$ 40,720,327	\$ -	\$ 150,771	\$ -	\$ -	\$ 150,771
Entertainment														
Theater	\$ 12,283,731	\$ 12,283,731	\$ -	\$ 12,283,731	\$ -	\$ -	\$ -	0.00%	\$ 12,283,731	\$ -	\$ -	\$ -	\$ -	\$ 12,283,731
Costed FFEE	\$ 200,353,986	\$ 200,353,986	\$ -	\$ 200,353,986	\$ -	\$ 11,682,388	\$ 55,931,980	27.47%	\$ 145,322,018	\$ 81,828	\$ 54,364,152	\$ 42,654,137	\$ -	\$ 11,682,388

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

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED				NET AMOUNTS					
	CLOSING RESORT BUDGET (A)	PRIOR RESORT BUDGET (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C+D)	COMPLETED TO DATE (E)	CURRENT PERIOD COMPLETED (F)	TOTAL COMPLETED TO DATE (E+F)	% COMPLETED (G)	BALANCE TO COMPLETE (D-G)	TOTAL RETAINAGE (J)	TOTAL COMPLETED TO DATE (K)	PREVIOUS DATE (L)	CURRENT PERIOD COMPLETED TO DATE (M)	BALANCE TO COMPLETE (N)
Entertainment Subtotal	\$ 12,283,731	\$ 12,283,731	\$ -	\$ 12,283,731	\$ -	\$ -	\$ -	0.00%	\$ 12,283,731	\$ -	\$ -	\$ -	\$ 12,283,731	\$ -
A&O and Facilities and IT	\$ 2,653,223	\$ 2,653,223	\$ -	\$ 2,653,223	\$ 842,616	\$ 213,654	\$ 766,284	35.67%	\$ 2,096,939	\$ -	\$ 766,284	\$ 342,545	\$ 213,654	\$ 2,209,089
AGG and Facilities	\$ 688,319	\$ 688,319	\$ -	\$ 688,319	\$ 213,654	\$ -	\$ 213,654	100.00%	\$ -	\$ -	\$ 213,654	\$ -	\$ -	\$ 688,319
General, Administrative, HR, Finance	\$ 1,964,904	\$ 1,964,904	\$ -	\$ 1,964,904	\$ 1,171,237	\$ -	\$ 1,171,237	100.00%	\$ -	\$ -	\$ 1,171,237	\$ -	\$ -	\$ 1,964,904
Marketing and Casino Marketing	\$ 1,131,223	\$ 1,131,223	\$ -	\$ 1,131,223	\$ -	\$ -	\$ -	0.00%	\$ 1,131,223	\$ -	\$ -	\$ -	\$ -	\$ 1,131,223
Engineering	\$ 184,568	\$ 184,568	\$ -	\$ 184,568	\$ -	\$ -	\$ -	0.00%	\$ 184,568	\$ -	\$ -	\$ -	\$ -	\$ 184,568
Internal Maintenance	\$ 184,568	\$ 184,568	\$ -	\$ 184,568	\$ -	\$ -	\$ -	0.00%	\$ 184,568	\$ -	\$ -	\$ -	\$ -	\$ 184,568
Transportation	\$ 184,568	\$ 184,568	\$ -	\$ 184,568	\$ -	\$ -	\$ -	0.00%	\$ 184,568	\$ -	\$ -	\$ -	\$ -	\$ 184,568
Retail	\$ 184,568	\$ 184,568	\$ -	\$ 184,568	\$ -	\$ -	\$ -	0.00%	\$ 184,568	\$ -	\$ -	\$ -	\$ -	\$ 184,568
Video Games	\$ 184,568	\$ 184,568	\$ -	\$ 184,568	\$ -	\$ -	\$ -	0.00%	\$ 184,568	\$ -	\$ -	\$ -	\$ -	\$ 184,568
IT	\$ 47,799,049	\$ 47,799,049	\$ -	\$ 47,799,049	\$ 6,442,369	\$ 226,528	\$ 6,672,897	13.96%	\$ 41,056,652	\$ -	\$ 6,672,897	\$ 6,442,369	\$ 226,528	\$ 41,056,652
Surveillance (Gaming & Hold)	\$ 6,882,583	\$ 6,882,583	\$ -	\$ 6,882,583	\$ 7,244,238	\$ 487,741	\$ 7,731,980	10.99%	\$ 6,089,916	\$ -	\$ 7,731,980	\$ 7,244,238	\$ 487,741	\$ 6,089,916
A&O and Facilities and IT Subtotal	\$ 71,828,586	\$ 71,828,586	\$ -	\$ 71,828,586	\$ 7,087,971	\$ 618,172	\$ 7,706,143	8.36%	\$ 64,082,443	\$ -	\$ 7,706,143	\$ 7,087,971	\$ 618,172	\$ 64,082,443
Pre-Opening and Working Capital	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	0.00%	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000
Working Capital	\$ 3,150,000	\$ 3,150,000	\$ -	\$ 3,150,000	\$ -	\$ -	\$ -	0.00%	\$ 3,150,000	\$ -	\$ -	\$ -	\$ -	\$ 3,150,000
Bankroll	\$ 697,125	\$ 697,125	\$ -	\$ 697,125	\$ 21,258	\$ 93,228	\$ 114,486	16.40%	\$ 675,867	\$ -	\$ 114,486	\$ 93,228	\$ 21,258	\$ 675,867
Uniforms	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	0.00%	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Tools	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	0.00%	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Pre-Opening	\$ 36,505,600	\$ 36,505,600	\$ (7,200,000)	\$ 29,305,600	\$ 16,582,932	\$ 577,293	\$ 17,160,225	29.94%	\$ 12,125,375	\$ -	\$ 17,160,225	\$ 16,582,932	\$ 577,293	\$ 12,125,375
Marketing	\$ 20,000,000	\$ 20,000,000	\$ (2,000,000)	\$ 18,000,000	\$ 11,500,011	\$ 777,293	\$ 12,277,304	33.44%	\$ 6,722,696	\$ -	\$ 12,277,304	\$ 11,500,011	\$ 777,293	\$ 6,722,696
Office and Retail	\$ 1,641,000	\$ 1,641,000	\$ -	\$ 1,641,000	\$ 2,811,308	\$ 418,355	\$ 3,229,663	99.89%	\$ 65,332	\$ 211	\$ 3,229,663	\$ 2,811,308	\$ 418,355	\$ 65,332
Recruitment	\$ 1,641,000	\$ 1,641,000	\$ -	\$ 1,641,000	\$ 774,316	\$ 11,850	\$ 786,166	47.91%	\$ 864,684	\$ 644	\$ 786,166	\$ 774,316	\$ 11,850	\$ 864,684
Other	\$ 2,817,600	\$ 2,817,600	\$ 551,000	\$ 3,368,600	\$ 5,153,285	\$ 653,528	\$ 5,806,813	99.89%	\$ 581,787	\$ 644	\$ 5,806,813	\$ 5,153,285	\$ 653,528	\$ 581,787
Pre-Opening and Working Capital Subtotal	\$ 33,847,600	\$ 33,847,600	\$ (2,200,000)	\$ 31,647,600	\$ 24,704,237	\$ 2,425,448	\$ 27,129,685	38.01%	\$ 4,517,915	\$ -	\$ 27,129,685	\$ 24,704,237	\$ 2,425,448	\$ 4,517,915
Fees / Permits / Taxes / Other	\$ 14,519,323	\$ 14,519,323	\$ -	\$ 14,519,323	\$ 15,218,992	\$ 26,722	\$ 15,245,714	89.46%	\$ 973,609	\$ -	\$ 15,245,714	\$ 15,218,992	\$ 26,722	\$ 973,609
Building Contract	\$ 7,774,400	\$ 7,774,400	\$ -	\$ 7,774,400	\$ 7,794,698	\$ -	\$ 7,794,698	99.42%	\$ 24,702	\$ 44,792	\$ 7,794,698	\$ 7,774,400	\$ -	\$ 24,702
Permits, Fees, etc	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	100.00%	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
Hotel Rooms	\$ 1,181,700	\$ 1,181,700	\$ -	\$ 1,181,700	\$ 7,984,360	\$ -	\$ 7,984,360	67.63%	\$ 3,827,340	\$ -	\$ 7,984,360	\$ 7,984,360	\$ -	\$ 3,827,340
Utilities	\$ 286,000	\$ 286,000	\$ -	\$ 286,000	\$ 81,216	\$ -	\$ 81,216	28.40%	\$ 204,784	\$ -	\$ 81,216	\$ -	\$ -	\$ 204,784
Regional construction charges	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,000,000	\$ -	\$ 1,000,000	66.67%	\$ 500,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 500,000
Health Department / Other Misc. Fees	\$ 4,819,921	\$ 4,819,921	\$ -	\$ 4,819,921	\$ 3,526,112	\$ -	\$ 3,526,112	73.04%	\$ 1,293,809	\$ -	\$ 3,526,112	\$ -	\$ -	\$ 1,293,809
Overhead for Pile Testing	\$ 85,538,050	\$ 85,538,050	\$ 1,850,000	\$ 87,388,050	\$ 34,325,033	\$ 1,862,201	\$ 36,187,234	100.00%	\$ -	\$ 2,614	\$ 36,187,234	\$ 34,325,033	\$ 1,862,201	\$ -
Transportation Fee	\$ 10,598,550	\$ 10,598,550	\$ -	\$ 10,598,550	\$ 6,442,633	\$ 1,146,833	\$ 7,589,466	89.89%	\$ 3,009,084	\$ -	\$ 7,589,466	\$ 6,442,633	\$ 1,146,833	\$ 3,009,084
Design cost	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ -	\$ -	0.00%	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Construction	\$ 5,615,817	\$ 5,615,817	\$ -	\$ 5,615,817	\$ 4,292,154	\$ 526,633	\$ 4,818,787	65.92%	\$ 1,323,633	\$ -	\$ 4,818,787	\$ 4,292,154	\$ 526,633	\$ 1,323,633
Legal/Insurance/Agreement	\$ 4,500,000	\$ 4,500,000	\$ -	\$ 4,500,000	\$ 4,303,918	\$ 307,500	\$ 4,611,418	98.05%	\$ 88,582	\$ 452	\$ 4,611,418	\$ 4,303,918	\$ 307,500	\$ 88,582
Travel	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ 728,307	\$ -	\$ 728,307	97.11%	\$ 21,693	\$ -	\$ 728,307	\$ 728,307	\$ -	\$ 21,693
Make-Up Cost	\$ 151,844,077	\$ 151,844,077	\$ 2,201,400	\$ 154,045,477	\$ 143,611,217	\$ 3,855,534	\$ 147,466,751	93.32%	\$ 6,578,726	\$ -	\$ 147,466,751	\$ 143,611,217	\$ 3,855,534	\$ 6,578,726

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

DESCRIPTION	RESORT COSTS AMOUNT			COSTS INCURRED				NET AMOUNTS				
	CLOSING RESORT BUDGET (A)	PRIOR RESORT BUDGET (B) (FROM PRIOR MONTH)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (A+C+D)	TOTAL COMPLETED DATE (E+FG)	% COMPLETED (G/D)	BALANCE TO COMPLETE (D-G)	TOTAL COMPLETED DATE (G)	% COMPLETED (G/D)	BALANCE TO COMPLETE (D-G)	TOTAL COMPLETED DATE (G)	% COMPLETED (G/D)
Debt Service Accrued Through Scheduled Operating Debt Service	\$ 382,756,033	\$ 352,278,033	\$ -	\$ 382,756,033	\$ 217,036,763	56.33%	\$ 115,242,270	\$ 217,036,763	56.33%	\$ 115,242,270	56.33%	\$ -
Debt Service Accrued Through Scheduled Operating Subtotal	\$ 382,756,033	\$ 352,278,033	\$ -	\$ 382,756,033	\$ 217,036,763	56.33%	\$ 115,242,270	\$ 217,036,763	56.33%	\$ 115,242,270	56.33%	\$ -
Condominium-Hotel Selling Expenses	\$ 48,776,823	\$ 25,000,000	\$ -	\$ 48,776,823	\$ 17,232,748	35.34%	\$ 28,544,075	\$ 17,232,748	35.34%	\$ 28,544,075	35.34%	\$ -
Condominium-Hotel Selling Expenses Subtotal	\$ 48,776,823	\$ 25,000,000	\$ -	\$ 48,776,823	\$ 17,232,748	35.34%	\$ 28,544,075	\$ 17,232,748	35.34%	\$ 28,544,075	35.34%	\$ -
Fees and Expenses	\$ 60,748,784	\$ 61,748,784	\$ -	\$ 60,748,784	\$ 59,445,871	97.86%	\$ 1,302,913	\$ 59,445,871	97.86%	\$ 1,302,913	97.86%	\$ -
Fees and Expenses Subtotal	\$ 60,748,784	\$ 61,748,784	\$ -	\$ 60,748,784	\$ 59,445,871	97.86%	\$ 1,302,913	\$ 59,445,871	97.86%	\$ 1,302,913	97.86%	\$ -
Costs Accrued Through Opening Date	\$ 818,935,055	\$ 854,804,482	\$ -	\$ 818,935,055	\$ 489,388,521	59.64%	\$ 329,546,534	\$ 489,388,521	59.64%	\$ 329,546,534	59.64%	\$ -
TOTAL COSTS	\$ 2,819,841,911	\$ 3,081,263,141	\$ -	\$ 2,819,841,911	\$ 1,922,277,791	68.33%	\$ 897,564,120	\$ 1,922,277,791	68.33%	\$ 897,564,120	68.33%	\$ 32,000,000

(1) To be filled out without offering Rollings.

IN BALANCE TEST ADJUSTMENTS	
Post-Closing Hard Costs Paid to Date %	95.2%
Contingency Adjustment	\$ -
Required Minimum Contingency	\$ 21,274,196
Less: Unallocated Contingency Balance (Actual)	\$ (71,271,571)
Contingency Adjustment Subtotal	\$ (49,997,375)
Other Adjustments	\$ -
Required Minimum Cash Support	\$ -
Required Minimum Liquidity Account	\$ 15,479,314
Required Minimum Excess Recover Support Amount	\$ -
Repayment of Existing Debt	\$ -
Adjustment for Additional Cash Support	\$ -
TOTAL	\$ 1,238,004,432

IN BALANCE TEST AVAILABLE CUSHION	
Starting Cushion	\$ 30,000,000
Current Cushion	\$ 31,047,988
Required Minimum Cash Support	\$ -
Other Unallocated In Balance Cushion	\$ -
Contingency Adjustment Subtotal	\$ (49,997,375)
Required Minimum Liquidity Account	\$ 15,479,314
Required Minimum Excess Recover Support Amount	\$ -
Adjustment for Additional Cash Support	\$ -
TOTAL CUSHION	\$ 31,047,988

CONFIDENTIAL
 FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 REVENUE COST REPORT
 APPENDIX VIII TO EXHIBIT C-1
 D:\mbs\31_2008

DESCRIPTION	CLOSING BUDGET				PRIOR PERIOD				CURRENT PERIOD				REMARKS			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)
Temporary Wall Construction	13,333,000	13,333,000	11,234,774	13,333,000	12,838,024	7,802,783	1,284,284	68.15%	601,168	83,644,482	1,284,024	1,284,024	100.00%	1,284,024	1,284,024	68,360,458
Unaffiliated Contingency	11,029,840	7,271,674	(11,234,774)	7,271,674	-	-	-	0.00%	7,271,674	-	-	-	0.00%	-	-	7,271,674
Affiliated Contingency	40,000,000	40,000,000	(40,000,000)	40,000,000	-	-	-	0.00%	-	17,848,231	-	-	0.00%	17,848,231	-	17,848,231
Months	12	12	12	12	12	12	12	100.00%	12	12	12	12	100.00%	12	12	12
Resort FF&E	73,724,207	73,724,207	73,724,207	73,724,207	73,724,207	64,014,036	31,372,283	42.07%	41,415,416	41,415,416	73,724,207	73,724,207	100.00%	73,724,207	73,724,207	43,483,916
Hotel and F&B Operating Equipment	43,811,847	43,811,847	43,811,847	43,811,847	43,811,847	3,203,450	3,203,450	7.31%	40,608,397	40,608,397	43,811,847	43,811,847	100.00%	43,811,847	43,811,847	4,685,216
Kitchen Equipment	22,239,246	22,239,246	22,239,246	22,239,246	22,239,246	3,031,900	28,728	1.35%	22,207,346	22,207,346	22,239,246	22,239,246	100.00%	22,239,246	22,239,246	25,001,410
Entirety of FF&E	26,622,726	26,622,726	26,622,726	26,622,726	26,622,726	1,800,520	6,870,276	25.82%	19,852,450	19,852,450	26,622,726	26,622,726	100.00%	26,622,726	26,622,726	25,242,232
Construction FF&E	29,912,360	29,912,360	29,912,360	29,912,360	29,912,360	1,000,000,000	1,000,000,000	100.00%	1,000,000,000	1,000,000,000	29,912,360	29,912,360	100.00%	29,912,360	29,912,360	16,241,616
Gaming FF&E	40,917,092	40,917,092	40,917,092	40,917,092	40,917,092	50,771,038	16,771	0.04%	40,900,261	40,900,261	40,917,092	40,917,092	100.00%	40,917,092	40,917,092	49,729,238
Entertainment	12,280,271	12,280,271	12,280,271	12,280,271	12,280,271	467,800	2,280,271	18.52%	12,012,471	12,012,471	12,280,271	12,280,271	100.00%	12,280,271	12,280,271	12,280,271
ACG and Facilities Profit	71,829,644	71,829,644	71,829,644	71,829,644	71,829,644	697,118	2,280,271	0.32%	71,132,526	71,132,526	71,829,644	71,829,644	100.00%	71,829,644	71,829,644	64,041,416
Pre-Opening Working Capital	92,817,610	92,817,610	92,817,610	92,817,610	92,817,610	2,023,414	31,128,294	2.17%	90,794,316	90,794,316	92,817,610	92,817,610	100.00%	92,817,610	92,817,610	117,028,235
Fees/Facility/Taxes/Other	93,141,007	93,141,007	93,141,007	93,141,007	93,141,007	3,863,543	14,488,812	4.14%	89,277,195	89,277,195	93,141,007	93,141,007	100.00%	93,141,007	93,141,007	102,242,245
Debit Cards Account Through Schedule Operating Dist	362,246,003	362,246,003	362,246,003	362,246,003	362,246,003	362,246,003	362,246,003	100.00%	362,246,003	362,246,003	362,246,003	362,246,003	100.00%	362,246,003	362,246,003	182,242,210
Construction-Resale/Leasing Expenses	42,771,623	42,771,623	42,771,623	42,771,623	42,771,623	36,444,440	77,282,743	17.88%	6,327,183	77,282,743	42,771,623	42,771,623	100.00%	42,771,623	42,771,623	77,282,743
Fees and Expenses	85,212,867	85,212,867	85,212,867	85,212,867	85,212,867	1,063,523	8,846,473	1.25%	84,149,344	84,149,344	85,212,867	85,212,867	100.00%	85,212,867	85,212,867	135,483,338
Cash Account Through Opening Dist	2,233,018,241	2,233,018,241	2,233,018,241	2,233,018,241	2,233,018,241	90,848,838	1,223,277,701	40.68%	1,142,739,540	1,142,739,540	2,233,018,241	2,233,018,241	100.00%	2,233,018,241	2,233,018,241	1,202,271,810
TOTAL COSTS																

NET AMOUNTS	
TOTAL COMPLETED DATE (G+H+I)	1,284,024
PREVIOUS COMPLETED (K FROM PRIOR MONTH)	1,283,024
CURRENT PERIOD COMPLETED DATE (L+M)	1,284,024
BALANCE TO COMPLETE (N-O)	0
TOTAL COMPLETED DATE (G+H+I)	1,284,024
PREVIOUS COMPLETED (K FROM PRIOR MONTH)	1,283,024
CURRENT PERIOD COMPLETED DATE (L+M)	1,284,024
BALANCE TO COMPLETE (N-O)	0

IN BALANCE TEST ADJUSTMENTS	
Contingency A-Equivalent	3,511,156
Required Minimum Contingency	(7,271,674)
Less: Unallocated Contingency Balance (Actual)	(6,760,518)
Contingency A-Equivalent (Subtotal)	730,564
Required Minimum Liquidity Account	14,262,514
Required Minimum Cash Flow/Schedule Amount	(2,233,018)
Reserve for Existing Dist P	1,246,981,418
TOTAL	1,246,981,418

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

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

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

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

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

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

SHARED COST ALLOCATION REPORT

APPENDIX II TO EXHIBIT C-1

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

December 31, 2008

		Total Shared Costs
Retail Lenders Shared Cost Commitment	(A)	\$ 83,000,000
Retail Shared Cost Percentage ⁽¹⁾	(B)	30.4%
Cumulative Retail Lenders Funding Requirement	(C)	\$ 25,258,229
Less: Retail Lender Funding to Date	(D)	\$ 21,934,138
Retail Lender Funding Required	(E)	\$ 3,324,093

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

CURRENT AVAILABLE SOURCES REPORT

APPENDIX III TO EXHIBIT C-1

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

December 31, 2008

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

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

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

FUNDING ORDER REPORT
APPENDIX IV TO EXHIBIT C-1

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

December 31, 2008

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

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

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

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

FONTAINEBLEAU RESORT AND CASINO
LAS VEGAS, NV

ADVANCE REQUEST TRANSFER REPORT
APPENDIX V TO EXHIBIT C-1

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

December 31, 2008

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

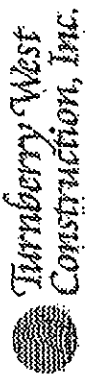
RESORT	AMOUNT
Cash Management Account (Requested Cost Report Row C)	\$ 1,987,470
Interest Account (Requested Cost Report Row D)	\$ -
L/C Reimbursement to Bank Revolving Facility (Requested Cost Report Row E)	\$ -
Resort Payment Account (Requested Cost Report Row F less amounts listed above)	\$ 90,233,708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

Fontainebleau LV Invoice Summary

1/26/2009

<i>Invoices Approved and Sent to Accounting for Payments</i>			
	<i>Gross Amount</i>	<i>Retention</i>	<i>Draw Amount</i>
HARD COSTS	\$ 78,902,750.84	\$ 5,627,783.35	\$ 73,274,967.49
INSURANCE	159,060.53	-	\$ 159,060.53
FF&E	12,327,879.42	199,852.50	\$ 12,128,026.92
PRE-OPENING/WORKING CAPITAL	2,422,040.45	-	\$ 2,422,040.45
FÉES/PERMITS/TAXES/OTHER	3,855,534.31	-	\$ 3,855,534.31
CONDO EXPENSES	381,548.40	-	\$ 381,548.40
DEBT SERVICE	-	-	\$ -
Draw Sub-total	\$ 98,048,813.95	\$ 5,827,635.85	\$ 92,221,178.10
Draw before pd.interest	98,048,813.95	5,827,635.85	92,221,178.10
Funding from Interest pd on resort accounts	(1,264.54)	-	(1,264.54)
Total Draw to be funded	\$ 98,047,549.41	\$ 5,827,635.85	\$ 92,219,913.56

Executed Contracts and PO's
Fontainebleau Resorts, Las Vegas



Subcontractor/Vendor	Scope of Work	Taxes Amount	Exec'd	Position/Site Amount	Exec'd	Garage Amount	Exec'd	Total Executed
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N/A for December 2006

Appendix 17
to Advance Request

List of Scope Changes

None

GENERAL CONTRACTOR ADVANCE CERTIFICATE

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

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

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

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

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

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

Ladies and Gentlemen:

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

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

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

NONE

*Turnberry West
Construction, Inc.*

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

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

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

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

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

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

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

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

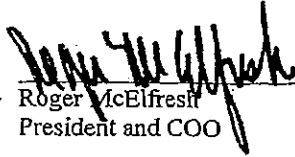
IN WITNESS WHEREOF, the undersigned has executed this General Contractor Advance Certificate as of the 31st of December, 2008.

TURNBERRY WEST CONSTRUCTION, INC.,
a Nevada corporation

By: _____

Name: Roger McElfresh

Title: President and COO

Handwritten signature of Roger McElfresh in black ink, written over a horizontal line.



Bergman, Walls & Associates, Ltd.
ARCHITECTS • PLANNERS

EXHIBIT A

ARCHITECT'S ADVANCE CERTIFICATE

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

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

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

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

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

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

Ladies and Gentlemen:

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

W02-WEST:1BBH1400231388.7

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

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

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

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

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

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

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

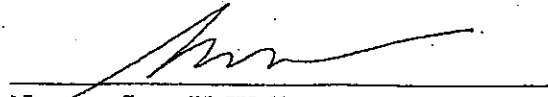
The foregoing representations are true and correct, are made for the benefit of the Disbursement Agent, the Funding Agents and the Lenders represented thereby, and may be relied upon for the purposes of making advances pursuant to the above referenced Disbursement Agreement; provided, that, to the extent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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

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

By:


Name: Scott U. Walls
Title: President/COO

W02-WEST:1BEH1400231388.7

ATTACHMENT A TO BUDGET AMENDMENT CERTIFICATE

Certificate of General Contractor

12/31/08

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

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

Ladies and Gentlemen:

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

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

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

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

*Turnberry West
Construction, Inc.*

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

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

TURNBERRY WEST CONSTRUCTION, INC.,
a Nevada corporation

By:

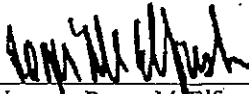
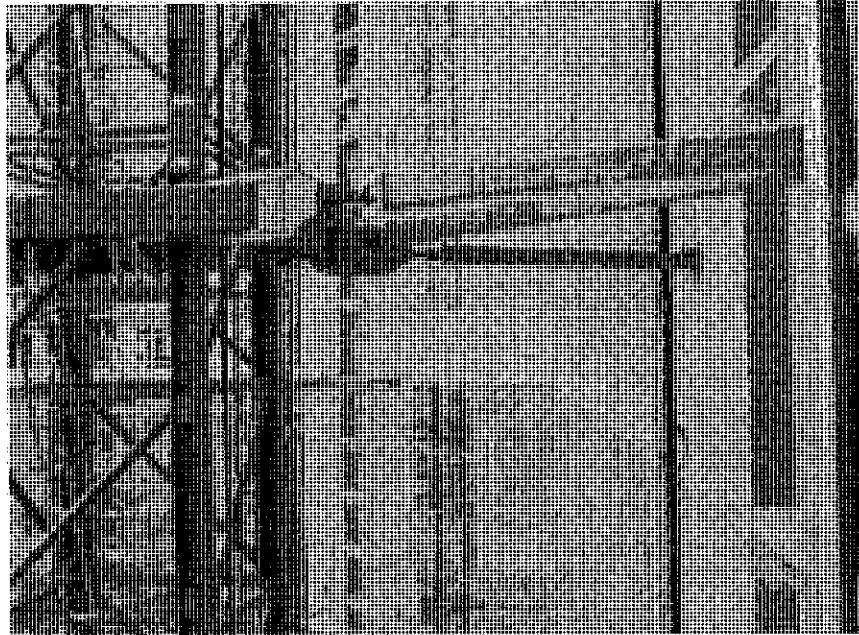

Name: Roger McElfresh
Title: President and COO

EXHIBIT 2

Project Status Report

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



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

January 30, 2009
IVI Project No. V61210964





CONSTRUCTION CONSULTING & PROJECT MANAGEMENT

INSPECTION & VALUATION INTERNATIONAL, INC.

106 Corporate Park Drive, Suite 417
White Plains, New York 10604
(914) 694-1900 (tel)
(914) 694-4007 (fax)
www.ivi-intl.com

January 30, 2009

CDROM Overnight Mail

Mr. Brandon Bolio
Bank of America, N.A.
Gaming & Leisure Industry
901 Main Street, 64th Floor
Dallas, Texas 75202
(214) 209-3795 (tel)
(214) 209-0085 (fax)
brandon.bolio@bankofamerica.com

Mr. Josh Freedman
Lehman Brothers Holdings, Inc.
399 Park Avenue
New York, New York 10022
(212) 526-7000 (tel)
(212) 713-1278 (fax)
josh.freedman@lehman.com

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

Dear Mr. Bolio and Freedman:

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

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

Sincerely,

INSPECTION & VALUATION INTERNATIONAL, INC.

Paul R. Bonvicino Jr.
Senior Project Manager

Reviewed by:

Robert W. Barone, LEED AP
Senior Vice President

PRB/aok

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

I:\003 project files\003.3 project management oversight (pmo)\2006\61210964-fontainebleau las vegas\15. psrs & photos\psr 21\fontainebleau las vegas psr 21.doc

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SUMMARY

Anticipated Construction Cost vs. Direct Cost Budget

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

Construction Status

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

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

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

Quality of Work/Conformance with Construction Documents

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

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

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

Outstanding Documentation

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

These outstanding items were discussed during our previous site meetings.

Fontainebleau Las Vegas:
Report No. 21

Page 9

1. SITE VISIT DATA:

Site Visit Date: December 5, 2008

Previous Visit Date: November 3, 2008

Additional Site Visit: NA

Next Site Visit Date: January 5 & 6, 2009

Weather: Cloudy, 40°F

BofA Representative: Jeanne Brown, Brandon Bolio

LBH Representative: None

EZ Solutions: Chris Klehm

PCI Group: Raquel Speers-Shohet

IVI's Representative: Paul Bonvicino, Robert Barone

Developer Entity: Fontainebleau Las Vegas, LLC

Developer Representatives: R C White, Deven Kumar, Jackie Miller

Architect's Representative: Scott Walls

General Contractor's Representatives: Bob Ambridge, Bob Oehrli, Don Byrd, Ken McElfresh, Kili Ogilvie, Stephanie Cisneros, Karen Bruner, Cheryl Ross, Glen Russo, Robin Allen, Dan Ruddock, Miranda Zeller, Joe DeMarco, Cheryl Szeles

Developer's Advance Request No & Date: 25, January 9, 2008 (Exhibit "B")

Date Advance Received by IVI: January 12, 2009 (Additional documentation and clarification provided through January 26, 2009)

General Contractor's Requisition No. & Date: 25, December 31, 2008 (Exhibit "C")

Date Requisition Received by IVI: January 12, 2009

Period Covered (PC): December 1 to December 31, 2008

2. REVIEW OF PAYMENT REQUISITION.

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

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

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

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

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

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

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

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

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

2.3. Funding for Stored Materials and Deposits

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

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

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

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

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

Description of Item (Tower 200)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Key	Authorize Funding
Copper Tubing-Plumbing	2020 Mendenhall, NLV, NV	\$509,236		1, 2, 3, 5, 8	9
FCU/Thermal Fuse	16791 Burke La, Huntington Beach	\$188,793		1, 2, 3, 5, 6	9
MC Cable	3950 W Diablo Dr., LV, NV	\$94,810		1, 2, 3, 4	9
Hardware	4030 Industries, NLA, NV	\$641,390		1, 2, 3	9
Condo Mirrors	4030 Industries, NLA, NV	\$15,854		1, 2, 3	9
Condo Millwork	4030 Industries, NLA, NV	\$479,322		1, 2, 3	9, 10
Condo Shower Doors	4030 Industries, NLA, NV	\$1,027,682		1, 2, 3	9
Condo Closets	4030 Industries, NLA, NV	\$243,192		1, 2, 3	9, 10
Vanities	16791 Burke La, Huntington Beach	\$531,333		1, 2, 3	9
Brackets	16791 Burke La, Huntington Beach	\$250,000		1, 2, 3	9
T1 Elevator Lobbies	16791 Burke La, Huntington Beach	\$70,200		1, 2, 3	9
Stone Shelves	16791 Burke La, Huntington Beach	\$12,785		1, 2, 3	9
Fire Alarm MC Cable	4375 s. Valley View, LV, NV	\$15,410		1, 2, 3	9
Condo Trim	4030 Industries, NLA, NV	\$94,832		1, 2, 3	9
Calacatta Oro	3750 W. Quail Ave, LV, NV	\$82,097		1, 2, 3	9
Tile Material	2020 Mendenhall, NLV, NV	\$2,198,361		1, 2, 3	9, 10
Glass Shower/Part	4030 Industries, NLA, NV	\$798,020		1, 2, 3	9
FCU/Thermal Fuse	16791 Burke La, Huntington Beach	\$169,956		1, 2, 3	9
Bath Accessories	280 Orville Wright, LV, NV	\$210,242		1, 2, 3	9
Lighting Fixtures	3950 W Diablo Dr., LV, NV	\$797,153		1, 2, 3	9
MC Cable	4375 s. Valley View, LV, NV	\$71,217		1, 2, 3	9
Misc. Elec. Materials	4375 s. Valley View, LV, NV	\$408,406		1, 2, 3	9
Elevator Lobbies	16791 Burke La, Huntington Beach	\$1,177,200		1, 2, 3	9
Lighting Fixtures	13169 Slover Ave., Fontana, CA	\$218,457		1, 2, 3	9
Cable Tray	3455 W Reno Ave, Sun Valley	\$94,476		1, 2, 3	9
Trim	4030 Industries, NLA, NV	\$527,624		1, 2, 3	9
Welded Frames	4030 Industries, NLA, NV	\$110,484		1, 2, 3	9
Crown Molding	4030 Industries, NLA, NV	\$291,202		1, 2, 3	9
Elevator Materials	4855 West Harmon, LV, NV	\$8,468,471		1, 2, 3	9
LED Color Changing	30733 W Ten Mile, Farmington, MI	\$588,415		1, 2, 3	10
Wiring Devices	6065 Polaris	\$375,637		1, 2, 3	9
Electrical Materials	4375 s. Valley View, LV, NV	\$200,632		1, 2, 3	9
Pocket Fascia Bds	Architectural Materials	\$145,317		1, 2, 3	9
KD Frames	4030 Industries, NLA, NV	\$281,877		1, 2, 3	9
Condo Kitchen	4030 Industries, NLA, NV	\$176,439		1, 2, 3	9
Granite	6025 Hauck St, LV, NV	\$300,585		1, 2, 3	10
Wood Doors	4030 Industries, NLA, NV	\$2,559,472		1, 2, 3	9
Upgrade beam/case	4030 Industries, NLA, NV	\$189,902		1, 2, 3	9
Upgrade hardware	4030 Industries, NLA, NV	\$196,616		1, 2, 3	9
Closet Doors	4030 Industries, NLA, NV	\$1,161,130		1, 2, 3	9, 10
Mirrors	4030 Industries, NLA, NV	\$716,603		1, 2, 3	9, 10
Appliances	Econ Warehouse	\$55,448		1, 2, 3	9
Polished Tile	2020 Mendenhall, NLV, NV	\$271,538		1, 2, 3	9
Marble	2020 Mendenhall, NLV, NV	\$437,132		1, 2, 3	9
Low Voltage Cable	3950 Ponderosa, LV, NV	\$87,482		1, 2, 3	9
ASI Panels	2901 Meade Ave, LV, NV	\$57,520		1, 2, 3	9
Glass Mosaic	2020 Mendenhall, NLV, NV	\$45,967		1, 2, 3	9
Switchgear	5570 S Valley, LV, NV	\$746,319		1, 2, 3	9, 10
Low Voltage Material	4375 s. Valley View, LV, NV	\$41,682		1, 2, 3	9, 10
Closing Inventory Total		\$28,433,918			

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

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

Description of Item (Overtime Inspection Account 400)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Inspections	Clark County Development Services			\$8,675	1	9
	Closing Inventory Total		\$0	\$8,676		

Description of Item (Podium 500)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Structural Steel Raw Material	1730 W. Reno, OK City, OK	\$33,608			1, 2, 3, 4	9
AFCO Steel	1423 E 6th, Little Rock, AR	\$53			1, 2, 3, 4	9
Bolts & Misc. Components	1730 W. Reno, OK City, OK	\$5,148			1, 2, 3, 4	9
Copper-Hydraulics	2020 Mendenhall, NLV, NV	\$4,842			1, 2, 3, 4	9
Copper Tubing-Plumbing	2020 Mendenhall, NLV, NV	\$148,320			1, 2, 3, 4	9
Wire	3755 W. Hacienda Ave, LV, NV	\$28,605			1, 2, 3, 4	9
Pool Deck/Spa	710 Sunnyvale Dr, Wilmington, NC	\$1,836,805			1, 2, 3, 4	9
HSS Steel	6625 W Gary Ave, LV, NV	\$98,512			1, 2, 3, 4	9
Elevators	4855 W Harmon, LV, NV	\$5,174,467			1, 2, 3	9, 10
Structural Steel Fabricated	1730 W. Reno, OK City, OK	\$3			1, 2, 3, 4	9
Spa materials	710 Sunnyvale Dr, Wilmington, NC	\$321,160			1, 2, 3, 4	9
Electrical Material	Sun Valley	\$392,419			1, 2, 3	9, 10
Glazing Accessories	Giroux Glass	\$345,997			1, 2, 3	9, 10
Grey River Marble	Ital Stone	\$330,360			1, 2, 3	10
Glazing Accessories	Giroux Glass			\$1,359,150	1	9
Stone	Ital Stone			\$296,427	1	9
Spa Marble	Superior Tile			\$140,000	1	9
Tile	Silver State Marble			\$183,244	1	9
Casino Tile	Sam fet			\$503,280	1	9
Greystone	Ital Stone			\$560,714	1	9, 10
Day Spa Stainless	Water Fx Custom Pools			\$116,649	1	9
	Closing Inventory Total	\$8,720,297		\$3,159,464		

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

Key to Back-up Documents Received:

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

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

2.4. Requisition Retainage

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

2.5. Certifications

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

2.6. Waivers of Lien

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

3. DIRECT COST BUDGET STATUS

3.1. Prime Contract and Change Orders

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

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

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

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

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

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

Podium Change Order Schedule		
Podium CO#1-Chilled Water Trough to Tower	\$1,053,138	
Podium CO#2-Structural Changes	\$9,243,660	
Podium CO#3-Added Ventilation Ducts	\$2,524,345	
Podium CO#4-Deducted General Conditions	-\$610,531	
Podium CO#5-Landscaping reclassification	\$44,074,777	
Podium CO#6 Site OCIP reclassification	-\$937,936	
Podium CO#7 LEED's Credit	-\$22,377,975	
Podium CO#8 Additional 161 foundation piles	\$1,032,477	
Podium CO#9 Increase concrete duct, added re-bar	\$2,736,298	
Podium CO#10-Foundation Revisions	\$1,849,806	
Podium CO#11-Upgrade of Monitoring Systems	\$2,370,635	
Podium CO#12-Structural revisions	\$11,597,697	
Podium CO#13-Structural column revisions	\$41,568,038	
Podium CO#14 Expansion control Podium to Garage	-\$600,000	
Podium CO#15 Kitchen equipment buy-out	\$1,002,066	
Podium CO#16 Steel handrails & railings	\$457,443	
Podium CO#17 Partial buy-out of retail corridor	\$277,015	
Podium CO#18 Fire Protection	\$739,174	
Podium CO#19 Structural Revisions	\$2,853,024	
Podium CO#20 Structural Revisions	\$9,739,229	
Podium CO#21 Misc. steel revisions	\$4,700,926	
Podium CO#22 Switchgear revision	\$485,797	
Podium CO#23 Fire protection modifications	\$1,355,006	
Podium CO#24 Added beverage CO system	\$1,206,093	
Podium CO#25 Transfer of General Conditions	-\$3,612,945	
Podium CO#26 Venue budget	-\$4,406,358	
Podium CO#27 Added beverage conduit system	-\$1,206,093	
Podium CO#28 Structural revisions	\$1,214,062	
Podium CO#29 Window washing equipment	-\$500,000	
Podium CO# 30 Transfer budget to garage	-\$3,311,126	
Podium CO# 31 Transfer budget to tower	-\$17,472,684	
Podium CO# 32 BOH structure & finishes	\$2,943,498	
Podium CO# 33 Public restrooms	\$442,914	
Podium CO#34 Transfer elevator operations	\$1,875,533	
Podium CO#35 Pollution control units	\$3,194,506	
Podium CO#36 Additional air handlers	\$3,607,936	
Subtotal Change Orders	\$	106,335,337

Summary Change Order Schedule		
Prime Contract Control Budget		\$ 1,793,634,074
Site	-\$36,994,559	
Tower	\$50,480,041	
LEED	\$12,596,186	
Garage	\$61,637,601	
General Conditions	-\$15,053,019	
Podium	\$106,335,337	
Subtotal Change Orders	\$	179,001,587
Adjusted Prime Contract Control Budget	\$	1,972,635,661

IVI has reviewed the Developer change orders in detail with the Developer and has determined the change orders are not scope changes. IVI has prepared a schedule that provides a detailed description for each owner change order (Exhibit "P"). It should be noted that the Adjusted Prime Contract Control Budget increased \$11,234,778 to \$1,972,635,661 this PC.

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

3.2. Subcontract Buy-out Status & Bonds

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

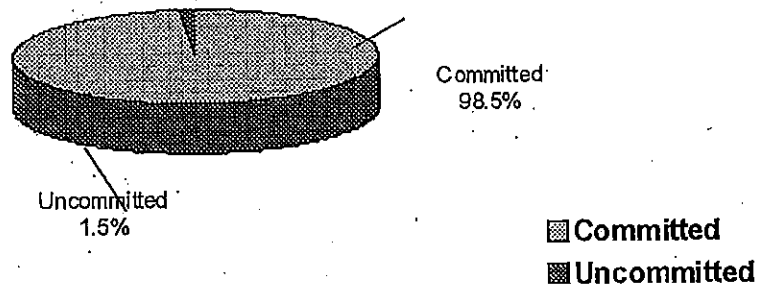
Date	% of Direct Costs
April 30, 2007	60%
June 30, 2007	75%
October 25, 2007	85%
2008 *	95%

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

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

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

GC Scope Buyout



3.3. Anticipated Costs

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

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

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

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

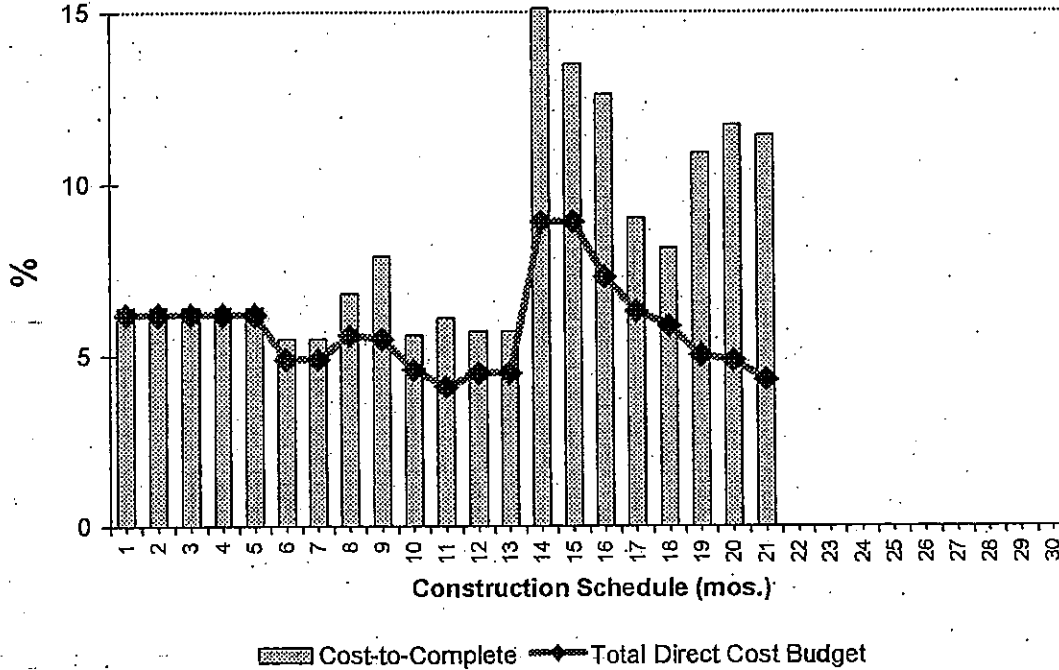
IVI received the latest cost report summary and supporting back-up (Exhibit "M") undated, received January 20, 2009 related to the FF&E. The FF&E costs are currently trending within the budget as detailed in section 2.2 of this report. The overall percentages committed are detailed in the matrix below:

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

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

3.4. Contingency Status

Contingency vs. Direct Cost Budget

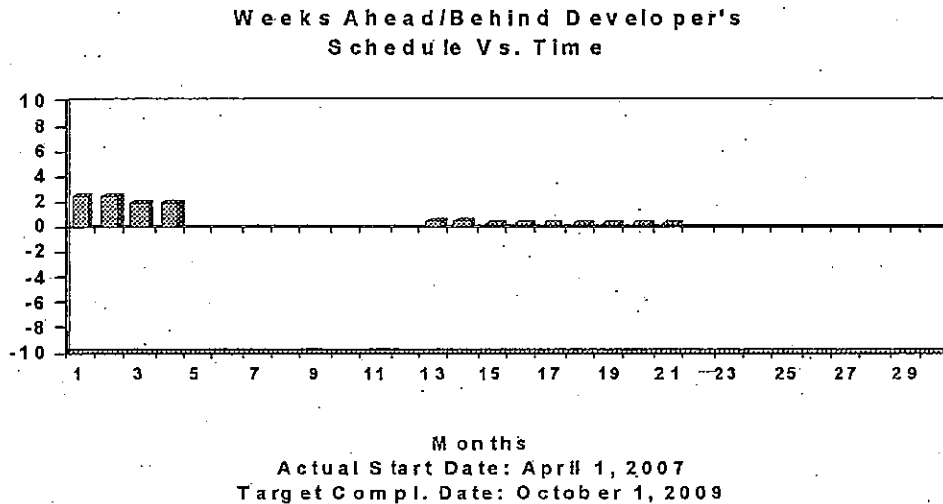


An \$111,039,860 contingency was available solely for direct costs, which originally represented 6.2% of the direct cost budget (less the contingency value). This was increased by \$100,854,392 to \$211,894,252 as a result of expected change orders for extra costs during a previous PC.

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

4. SCHEDULE STATUS

4.1. Construction Schedule



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

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

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

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

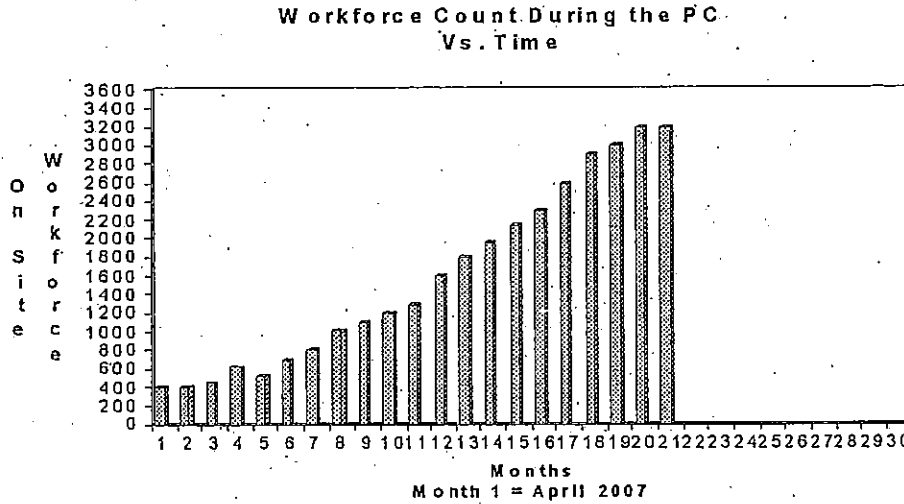
Task	Targeted Date	Actual A/Targeted Date
Start Tower Sitework and Piles	December 13, 2006	January 2, 2007 (A)
Start Garage Sitework and Piles	January 12, 2007	January 2, 2007 (A)
Start Podium Sitework and Piles	January 15, 2007	April 16, 2007 (A)
Complete Tower Sitework and Piles		September 12, 2007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

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

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

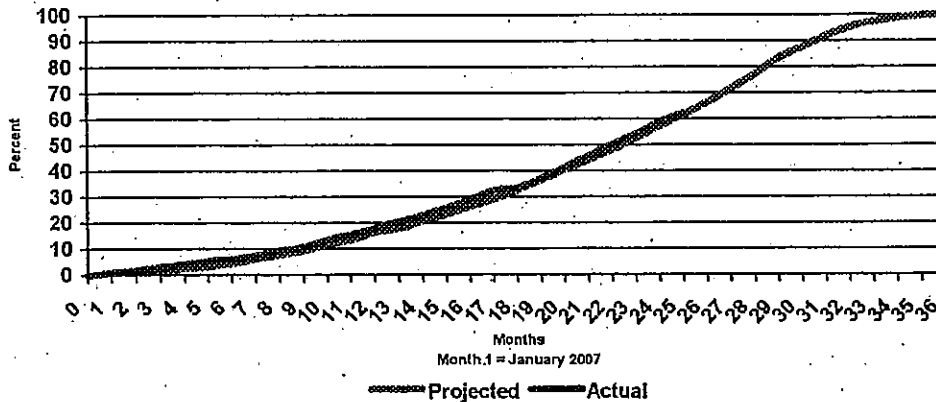
4.2. Workforce

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



4.3. Disbursement Schedule

Cumulative Direct Cost Disbursements vs. Time

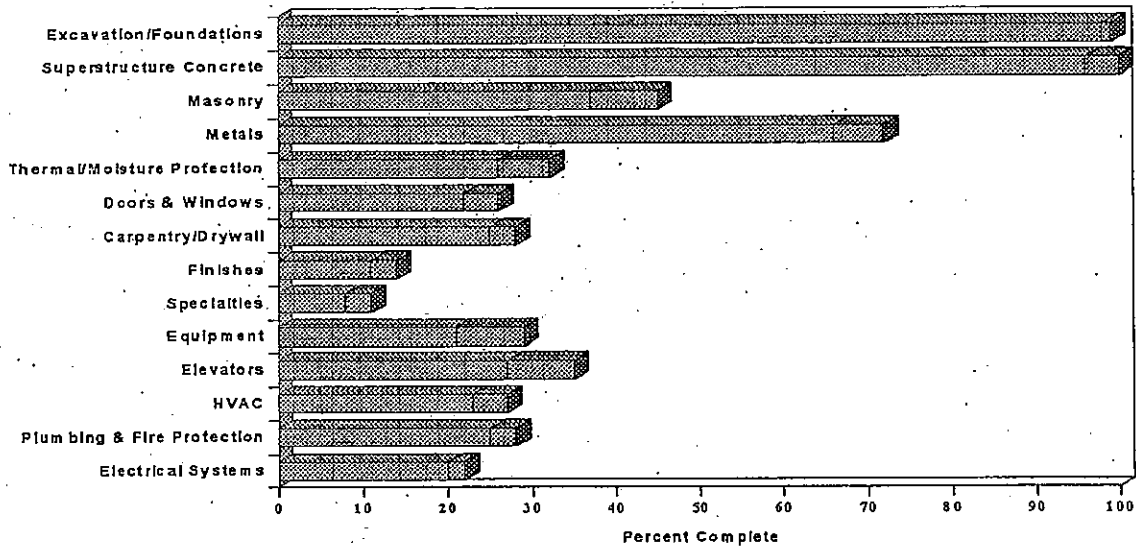


IVI originally received a copy of the Developer's Project Cash Flow based on the 30-month construction schedule; however, this was based upon an April 2007 start. Subsequently, we plotted the projected S-curve for the 36 month construction period, which took a January 2007 start and two (2) month close-out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

5. CONSTRUCTION STATUS

5.1. Key Indicators

Construction Progress of Key Systems



5.2. System Status

Temporary Facilities

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

Site Work

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

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

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

Building lighting protection for the four components;

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

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

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

A. TOWER (200)

Excavation and Foundations

Site clearing and earthwork is 100% complete.

Concrete Superstructure

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

Masonry

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

Roofing and Waterproofing

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

Doors and Windows

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

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

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

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

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

Carpentry and Drywall

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

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

Finishes

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

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

Conveying Systems

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

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

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

Fire Protection

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

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

The fire standpipe is in process to T56.

Plumbing

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

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

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

HVAC

The percentage complete for the following major tasks are:

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

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

Electrical

The percentage complete for the following task are:

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

B. GARAGE/CONVENTION (300)

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

Excavation and Foundations

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

Concrete Superstructure

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

Masonry

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

Structural Steel

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

Miscellaneous Metals

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

Roofing and Waterproofing

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

Doors and Windows

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

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

Carpentry and Drywall

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

Finishes

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

Conveying Systems

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

Fire Protection

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

Plumbing

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

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

HVAC

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

Electrical

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

C. PODIUM (500)

Excavation and Foundations

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

Concrete Superstructure

The percentage complete for the following tasks are:

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

Masonry

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

Structural Steel

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

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

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

Miscellaneous Metals

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

Roofing and Waterproofing

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

Doors and Windows

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

Carpentry and Drywall

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

Finishes

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

Conveying Systems

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

Fire Protection

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

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

Plumbing

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

HVAC

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

Electrical

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

D. FF&E

Tower (200)

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

Garage/Convention (300)

No deposits have been placed as of this date.

Podium (500)

No deposits have been placed as of this date.

5.3. Quality of Work and Conformance with Construction Documents

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

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

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

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

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

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

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

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

5.4. Testing Reports

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

6. DOCUMENTATION UPDATE**6.1 Drawings and Specifications**

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

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

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

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

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

6.2. Permits

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

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

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

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

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

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

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

6.3. As-Built Survey

Not expected at this time.

6.4. Designer-of-Record Field Observation Reports

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

6.5. Certificate of Occupancy

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

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

6.6. Construction Meeting Minutes

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

6.7. Shop Drawing and RFI Logs

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

6.8. Tenant/End-User Status and Approvals

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

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

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

6.9. Closeout Documents

Not expected at this time.

6.10. LEED Status

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

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

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

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

- LEED credit checklist dated December 31, 2008.

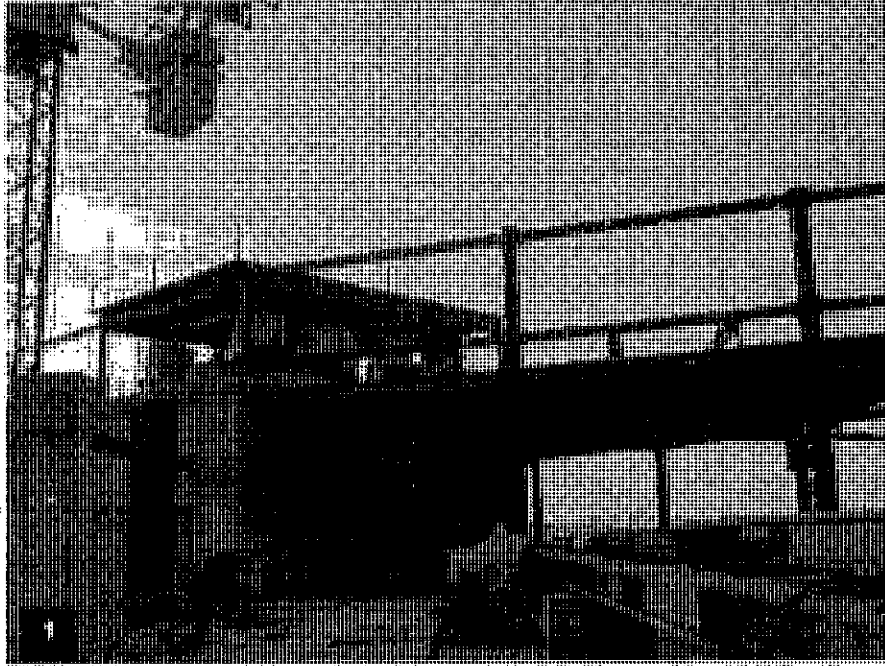
Based upon this documentation, it appears that the project is on track to obtain a Silver certification. The governmental approval process is 4-6 weeks after final submission, with certification expected by March 2010.

7. SALIENT FACTS SCHEDULE

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

8. DISBURSEMENT AGREEMENT TERMS

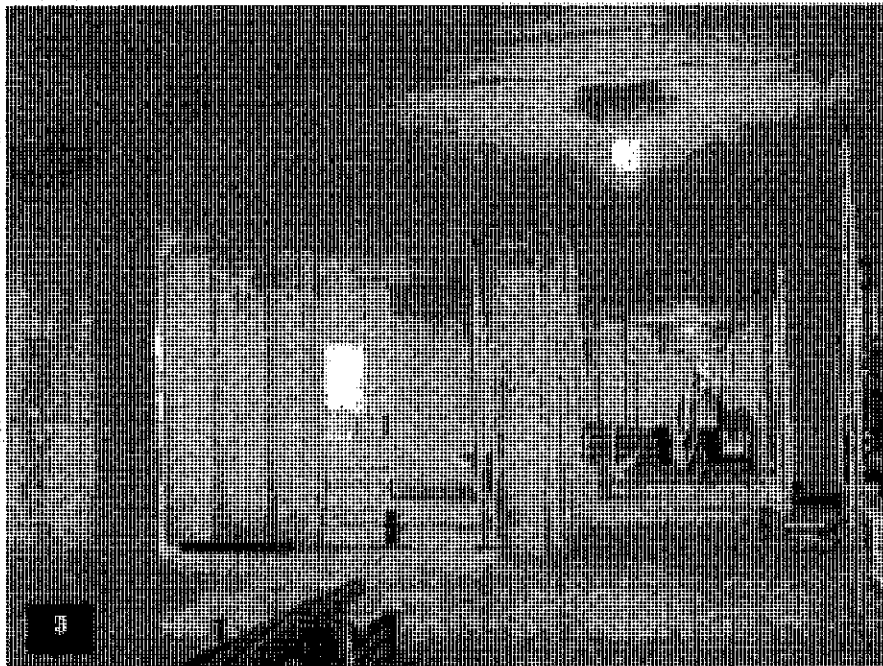
Agreements:	Executed subcontractor agreement requirements: 60% execution by April 30, 2007; 75% execution by June 30, 2007; 85% execution by October 25, 2007 and 95% after exhaustion of the second mortgage proceeds account.
Contingency:	\$111,039,860; usage to be approved by BofA.
Retainage:	10% retainage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



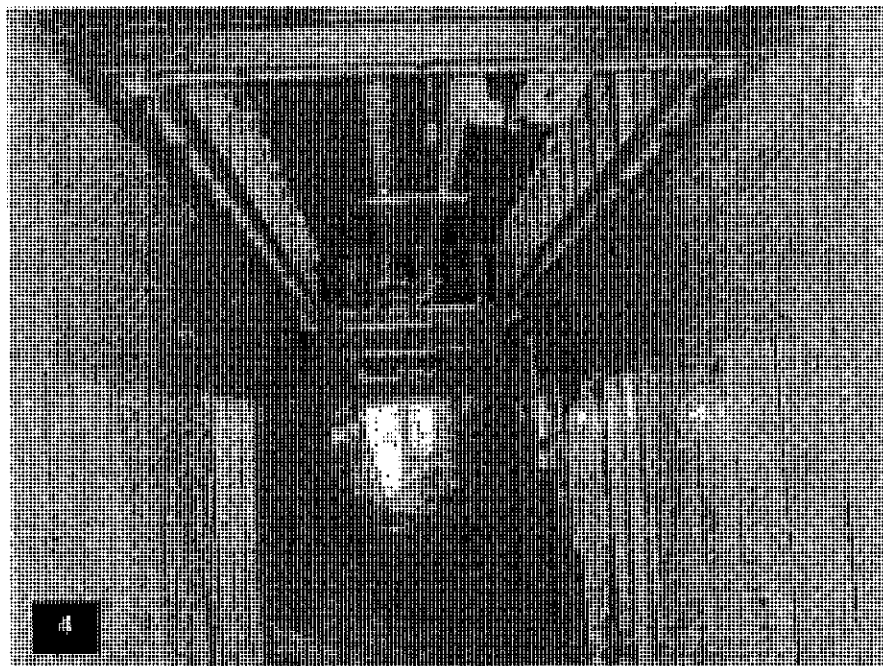
Tower Roof - View of the roof top damage steel for the roof top 4th floor lobby, vertical steel for the curtain wall system parapet and the elevator penthouse.



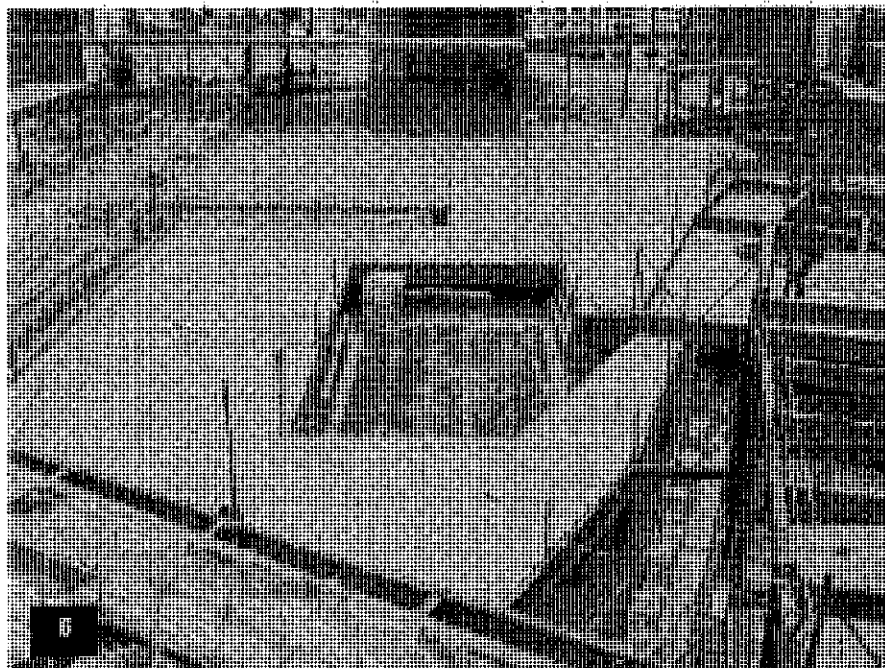
Tower Level T66 - View of the following in process items: domestic hot and cold water supply lines and vertical mechanical duct.



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



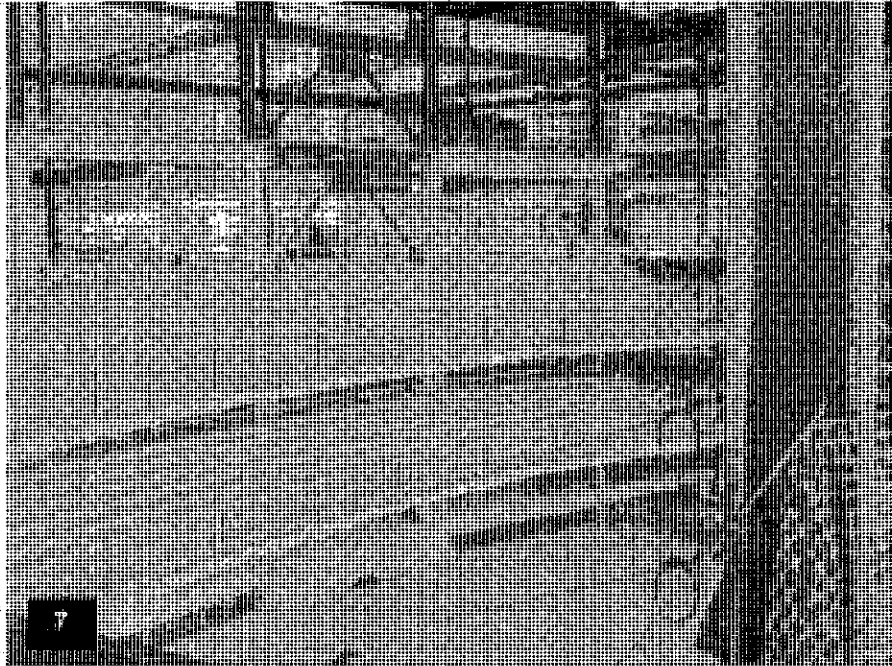
Tower Level T39 – View of the following in the main corridor; installed insulation, gypsum board along the ceiling, metal stud framing of the ceiling, main sprinkler line with sprinkler head stub-outs and electrical rough-in.



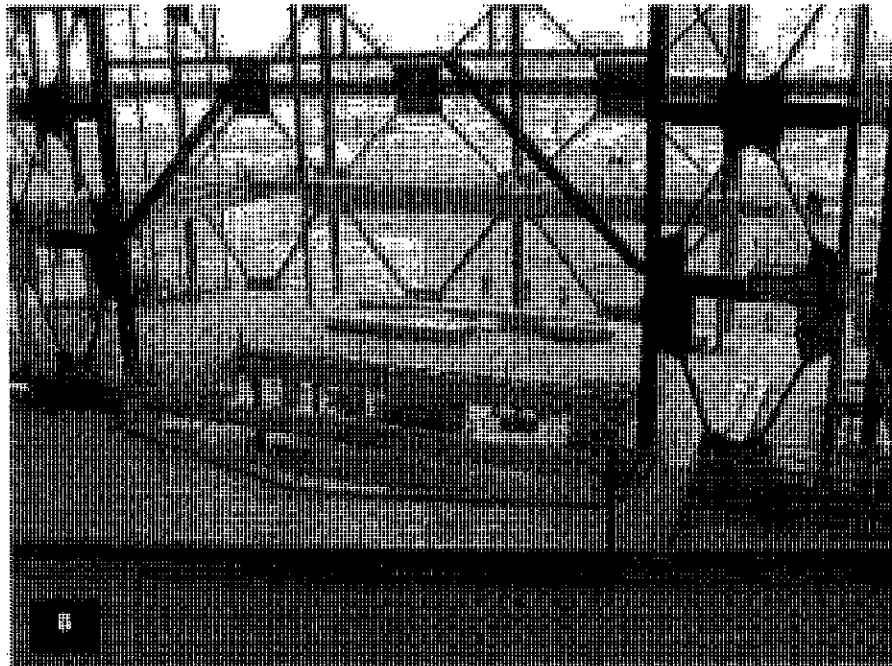
Podium Pool Deck – View of the structural steel framing and metal decking with pool openings framed.



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

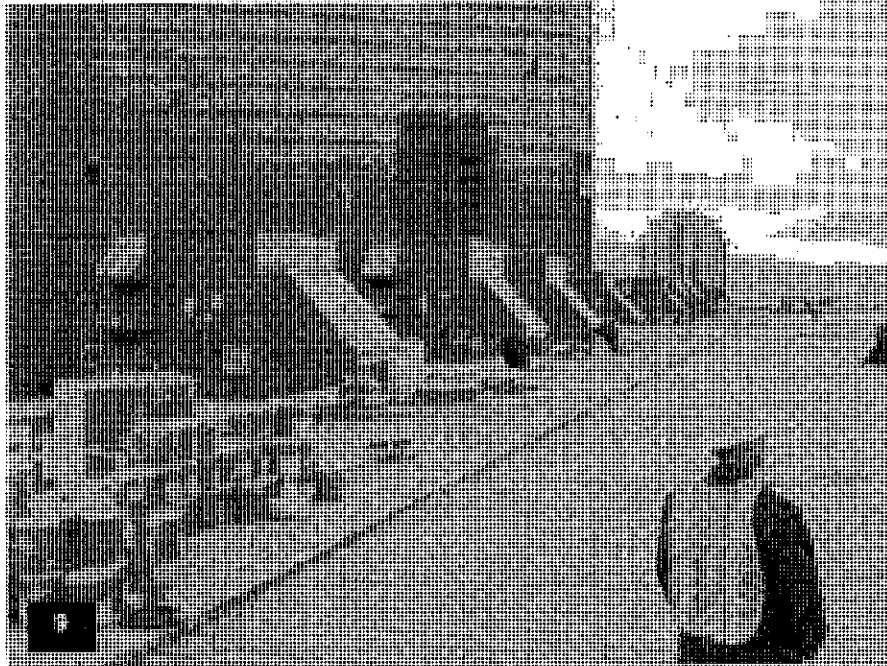


Podium – View of the completed concrete mezzanine seating in the theatre.



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

Fontainebleau Las Vegas
December 3, 2008



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

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

EXHIBIT "B"



EXHIBIT C-1
to Master Disbursement Agreement

ADVANCE REQUEST

Certificate Date: January 9, 2009

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

Attn: Jeanne P. Brown, Vice President

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

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

Ladies and Gentlemen:

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

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

I. Certifications.

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

W02-WEST:1CDG1400185305.9

-1-

in each case as of the Advance Date specified above.

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

B. Requested Cost Report. The Requested Cost Report attached hereto is in the form required by the Master Disbursement Agreement, and summarizes costs reflected in the Budgets for which Advances are requested to be made on the relevant Advance Date. Each of the items which collectively constitute the Resort Request and the Retail Request set forth in the Requested Cost Report are included in the Budgets, and have been properly expended by the Project Entities in accordance with the Budgets or are anticipated to be expended prior to the Advance Date set forth in the Advance Request. With respect to amounts requested for construction expenses, the Requested Cost Report accurately lists, for each applicable line item, the total current payment requested by the Project Entities (not of retainage). Copies of invoices from the Contractors and Subcontractors for which payment is requested have been delivered to the Construction Consultant. All items described in the Requested Cost Report represent (a) work that has been satisfactorily performed in a good and workmanlike manner and in conformance with the Plans and Specifications, (b) materials that have been delivered to the Site and are incorporated into the Project or will be incorporated within the period contemplated by the Disbursement Agreement, or are Unincorporated Materials complying with the requirements of Disbursement Agreement, (c) the Project Entities' best estimate of Project Costs which will become due and payable on or prior to the Requested Advance Date.

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

-
- ¹ Include this Appendix only from and after the Initial Bank Advance Date.
 - ² Include this Appendix only when requesting Advances from the Bank Proceeds Account.
 - ³ Include this Appendix only when requesting Advances from the Bank Proceeds Account.

the form required by the Master Disbursement Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

each case unless previously delivered.

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

O. General Representations.

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

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

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

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

5. The In Balance Test is satisfied.

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

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

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

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

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

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

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

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

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

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

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

⁷ Insert only where appropriate.

⁸ Insert only where appropriate.

⁹ Insert only where appropriate.

¹⁰ Insert only where appropriate.

¹¹ Insert only where appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

[None].

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

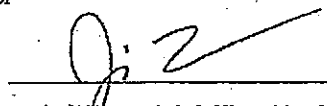
IN WITNESS WHEREOF, the Project Entities have executed this Advance Request as of the date hereof:

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

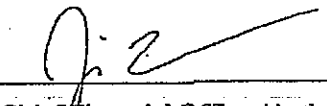
By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing
Member

By: 
Title: Chief Financial Officer/Authorized Signatory

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.
a Delaware corporation

By: 
Title: Chief Financial Officer/Authorized Signatory

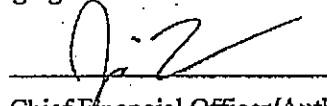
FONTAINEBLEAU LAS VEGAS RETAIL, LLC,
a Delaware limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

By: 
Title: Chief Financial Officer/Authorized Signatory

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

and

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

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC,
its Managing Member

By: 

Title: Chief Financial Officer/Authorized Signatory

EXHIBIT E
to Master Disbursement Agreement

ADVANCE CONFIRMATION NOTICE

Requested Advance Date: January 26, 2009.

Fontainebleau Las Vegas Holdings, LLC
Fontainebleau Capital Corp.
Fontainebleau Las Vegas, LLC
Fontainebleau Las Vegas II, LLC
Fontainebleau Las Vegas Retail, LLC
Each of the Funding Agents

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

Ladies and Gentlemen:

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

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

Amounts to be Advanced:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____

Title: _____

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

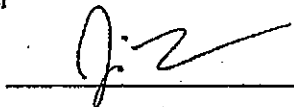
IN WITNESS WHEREOF, the Project Entities have executed this Advance Confirmation Notice as of the date hereof.

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing
Member

By: 
Title: Authorized Signatory

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.
a Delaware corporation

By: 
Title: Authorized Signatory

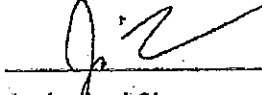
FONTAINEBLEAU LAS VEGAS RETAIL, LLC,
a Delaware limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

By: 
Title: Authorized Signatory

FONTAINEBLEAU LAS VEGAS, LLC,
a Nevada limited liability company

and

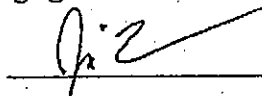
FONTAINEBLEAU LAS VEGAS II, LLC,
a Florida limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC,
its Managing Member

By: 
Title: Authorized Signatory

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

REQUESTED COST REPORT

APPENDIX I TO EXHIBIT C-1

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

December 31, 2008

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

RESORT BUDGET (INCLUDING ALL SHARED COSTS)		
<u>Cash Management Account Reimbursement</u>		
Cash Management Account Reimbursement for Resort Project Costs		\$ 1,987,470
Total Cash Management Account Reimbursement (C)		\$ 1,987,470
<u>Debt Service</u>		
Debt Service - Bank Credit Facilities		\$ -
Debt Service - Second Mortgage Notes		\$ -
Total Debt Service (D)		\$ -
<u>Bank Revolving Credit Facility Reimbursement</u>		
Bank Revolving Credit Facility Advances made in respect of L/Cs ⁽¹⁾		\$ -
Total Bank Revolving Credit Facility Reimbursement (E)		\$ -
<u>Project Costs (without duplication with amounts above)</u>		
Tombony West Construction		\$ 73,274,997
Insurance		\$ 159,081
Total Construction Costs		\$ 73,434,028
Rooms FF&E		\$ 5,409,208
Hotel and F&B Operating Equipment		\$ 3,203,117
Kitchen Equipment		\$ 35,999
Exterior Signage		\$ 1,798,673
Common Area FF&E		\$ 1,030,183
Total Costed FF&E		\$ 11,477,180
Gaming FF&E		\$ 150,000
Entertainment		\$ -
A&G and Facilities and IT		\$ 388,608
Total Other FF&E		\$ 518,508
Pre-Opening / Working Capital		\$ 688,355
Fees / Permits / Taxes / Other		\$ 3,802,370
Condominium-Hotel Selling Expenses		\$ 333,283
Fees and Expenses		\$ -
Subtotal		\$ 4,803,994
RESORT REQUEST (F)		\$ 92,221,178

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

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

SHARED COST ALLOCATION REPORT

APPENDIX II TO EXHIBIT C-1

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

December 31, 2008

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

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

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

CURRENT AVAILABLE SOURCES REPORT

APPENDIX III TO EXHIBIT C-1

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

December 31, 2008

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

RESORT SOURCES	CURRENT BALANCE	LESS: PAYMENTS ⁽¹⁾	BALANCE
Retail Lender Funding Required (Shared Cost Allocation Report Row (E))	\$ 3,324,093	N/A	\$ 3,324,093
Resort Loss Proceeds Account balance	\$ 427	N/A	\$ 427
Resort Payment Account balance (Including Interest Income)	\$ 19,142,737	\$ (19,141,472)	\$ 1,265
Interest Account balance (Including Interest Income)	\$ 18,091	N/A	\$ 18,091
Amount by which the Liquidity Account balance exceeds \$50,000,000	\$ 75,351	N/A	\$ 75,351
Bonded Condo Proceeds Account balance	\$ -	N/A	\$ -
Equity Funding Account balance	\$ 0	N/A	\$ 0
Second Mortgage Proceeds Account balance	\$ -	N/A	\$ -
Bank Proceeds Account balance	\$ 138,892,021	N/A	\$ 138,892,021
Delay Draw Term Loan Availability	\$ -	N/A	\$ -
Bank Revolving Availability	\$ -	N/A	\$ -
Completion Guaranty Availability	\$ -	N/A	\$ -
Liquidity Account balance (without duplication with any amounts listed above)	\$ 50,000,000	N/A	\$ 50,000,000
CURRENT AVAILABLE RESORT SOURCES	\$ 211,462,720	\$ (19,141,472)	\$ 192,311,248

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

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

FUNDING ORDER REPORT

APPENDIX IV TO EXHIBIT C-1

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

December 31, 2008

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

RESORT SOURCES	REQUEST TO BE SATISFIED	BALANCE (From Current Available Sources Report)	BALANCE FUNDED (Amounts from Column B until requests in Column A are satisfied)
	(A)	(B)	(C)
Resort Request (Requested Cost Report Row F)	\$ 92,221,178		
Retail Lender Funding Required (Shared Cost Allocation Report Row (E))		\$ 3,324,093	\$ 3,324,093
Resort Loss Proceeds Account balance		\$ 427	\$ 427
Resort Payment Account balance (as adjusted in the Current Available Sources Report)		\$ 1,285	\$ 1,285
Interest Account balance (as adjusted in the Current Available Sources Report)		\$ 18,091	\$ 18,091
Amount by which the Liquidity Account balance exceeds \$50,000,000		\$ 75,351	\$ 75,351
Bonded Condo Proceeds Account balance		\$ -	\$ -
Equity Funding Account balance		\$ 0	\$ 0
Second Mortgage Proceeds Account balance		\$ -	\$ -
Bank Proceeds Account balance		\$ 138,892,021	\$ 88,801,951
Delay Draw Term Loan Availability (min. \$150,000,000 draws) ⁽¹⁾		\$ -	\$ -
Bank Revolving Facility Availability (excluding last \$62,000,000 Available)		\$ -	\$ -
Completion Guaranty Availability ⁽²⁾		\$ -	\$ -
Liquidity Account balance (without duplication with any amounts listed above)		\$ 50,000,000	\$ -
Remaining Bank Revolving Credit Facility Availability		\$ -	\$ -
TOTAL	\$ 92,221,178	\$ 192,311,248	\$ 92,221,178

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

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

FURNACEBLEND RESORT AND CASINO

LAS VEGAS, NV

ADVANCE REQUEST TRANSFER REPORT

APPENDIX Y TO EXHIBIT C-1

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

December 31, 2008

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

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

FORTWAGLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VI TO EXHIBIT C-1
 AS 0122106

DESCRIPTION	RESPORT BUDGET AMOUNT		RESPORT BUDGET (10-0-0)	PRIOR REPORT D FROM PRIOR MONTH	RESPORT BUDGET MODIFICATIONS		RESPORT BUDGET (10-0-0)	COSTS ACQUIRED		TOTAL RETAINAGE	NET AMOUNT	
	(A)	(B)			(C)	(D)		(E)	(F)		(G)	(H)
Construction Hard Costs												
Travel	\$ 653,718.00	\$ 702,657.20	\$ 704,994.74	\$ -	\$ 1,541,878	\$ 5,677,916	\$ 715,451,000	\$ 53,000,764	78.5%	\$ 187,297,205	\$ 39,177,527	\$ 261,470,032
Permit	\$ 800,115.00	\$ 702,657.20	\$ 715,451,000	\$ -	\$ 3,648,898,167	\$ 3,374,164,104	\$ 3,367,497,200	\$ 386,497,200	84.25%	\$ 2,274,471,712	\$ 34,918,354	\$ 3,401,190,066
Construction	\$ 378,185,719	\$ 442,439,332	\$ 441,833,221	\$ -	\$ 231,791,221	\$ 1,541,802,212	\$ 548,330,232	\$ 20,658,323	82.00%	\$ 81,162,280	\$ 2,058,323	\$ 113,464,122
Change Order/Change/Contract Plan												
Contract Plan	\$ 84,889,000	\$ 16,889,191	\$ 12,225,127	\$ -	\$ 11,866,944	\$ 30,282	\$ 11,249,688	\$ 1,031,428	88.07%	\$ 2,249,688	\$ 847,911	\$ 5,912,292
Job	\$ 8,000,000	\$ 3,051,170	\$ 3,051,170	\$ -	\$ 2,869,940	\$ -	\$ 2,248,840	\$ 682,282	76.25%	\$ -	\$ -	\$ 682,282
Permit	\$ 47,651,000,000	\$ 4,148,229,814	\$ 4,148,229,814	\$ -	\$ 1,312,000,000	\$ 78,192,212	\$ 1,312,000,000	\$ 1,312,000,000	61.44%	\$ 333,263,433	\$ 12,259,438	\$ 679,914,948
Construction Hard Costs Subtotal												
LEED Green Building Costs												
LEED Green Building Costs	\$ 22,000,000	\$ 12,546,420	\$ 12,546,420	\$ -	\$ 6,814,337	\$ 2,407,218	\$ 6,014,635	\$ 6,014,635	48.25%	\$ 6,481,573	\$ 2,540	\$ 8,493,313
LEED Green Building Costs Subtotal												
LEED Extras Tax Benefits												
LEED Extras Tax Benefits	\$ 112,180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
LEED Extras Tax Benefits Subtotal												
General Conditions/Requirements/Items												
CM Staffing	\$ 24,282,212	\$ 21,442,877	\$ 1,845,400	\$ -	\$ 21,442,877	\$ 1,845,400	\$ 1,845,400	\$ 1,845,400	94.10%	\$ 265,349	\$ -	\$ 245,349
Field Engineering	\$ 1,182,200	\$ 8,172,298	\$ 236,000	\$ -	\$ 8,172,298	\$ 236,000	\$ 236,000	\$ 236,000	98.45%	\$ 21,843	\$ -	\$ 21,843
Normal Consulting	\$ 200,000	\$ 8,541,201	\$ 12,000	\$ -	\$ 8,541,201	\$ 12,000	\$ 12,000	\$ 12,000	100.00%	\$ -	\$ -	\$ -
COE (OT in first submittal review completion)	\$ 1,657,400	\$ 3,784,920	\$ 40,000	\$ -	\$ 3,784,920	\$ 40,000	\$ 40,000	\$ 40,000	94.53%	\$ 17,249	\$ -	\$ 17,249
Salary	\$ 2,168,000	\$ 2,168,000	\$ 2,168,000	\$ -	\$ 2,168,000	\$ 2,168,000	\$ 2,168,000	\$ 2,168,000	100.00%	\$ -	\$ -	\$ -
Field Office and Equipment	\$ 4,528,475	\$ 7,024,215	\$ 243,000	\$ -	\$ 7,024,215	\$ 243,000	\$ 243,000	\$ 243,000	94.61%	\$ 5,779	\$ -	\$ 5,779
Temporary Office	\$ 5,548,000	\$ 11,971,235	\$ 518,000	\$ -	\$ 11,971,235	\$ 518,000	\$ 518,000	\$ 518,000	99.57%	\$ 4,691	\$ -	\$ 4,691
Material (Labor, Storage)	\$ 2,942,700	\$ 1,999,333	\$ 198,000	\$ -	\$ 1,999,333	\$ 198,000	\$ 198,000	\$ 198,000	98.48%	\$ 1,200	\$ -	\$ 1,200
Client (Contract and Fee)	\$ 1,551,000	\$ 1,293,337	\$ 38,000	\$ -	\$ 1,293,337	\$ 38,000	\$ 38,000	\$ 38,000	98.20%	\$ -	\$ -	\$ -
General Equipment and Tools	\$ 1,829,300	\$ 21,708	\$ 1,800	\$ -	\$ 21,708	\$ 1,800	\$ 1,800	\$ 1,800	0.04%	\$ 17,908	\$ -	\$ 17,908
Project Documentation	\$ 92,800	\$ 178,192	\$ 13,000	\$ -	\$ 178,192	\$ 13,000	\$ 13,000	\$ 13,000	98.54%	\$ 1,456	\$ -	\$ 1,456
Misc Project Expenses	\$ 2,000,000	\$ 1,483,975	\$ 8,000	\$ -	\$ 1,483,975	\$ 8,000	\$ 8,000	\$ 8,000	98.18%	\$ -	\$ -	\$ -
Training and Inspection (ATC Associates)	\$ 1,500,000	\$ 4,300,205	\$ 417,260	\$ -	\$ 4,300,205	\$ 417,260	\$ 417,260	\$ 417,260	42.1%	\$ 400,260	\$ -	\$ 400,260
Reimbursable (M&M) (M&M)	\$ 26,252,410	\$ 71,234,948	\$ 94,284	\$ -	\$ 71,234,948	\$ 94,284	\$ 94,284	\$ 94,284	96.4%	\$ 1,614,842	\$ 312,444	\$ 1,482,398
Holdings	\$ 4,723,435,674	\$ 1,813,351,428	\$ 15,234,778	\$ -	\$ 1,813,351,428	\$ 15,234,778	\$ 15,234,778	\$ 15,234,778	81.74%	\$ 811,769,411	\$ 43,164,644	\$ 854,934,055
Sub Total General Conditions/Requirements/Items												
Total Hard Costs and General Conditions/Requirements/Items												
Contingency	\$ 111,000,000	\$ 77,371,871	\$ -	\$ -	\$ 77,371,871	\$ -	\$ -	\$ -	0.00%	\$ 77,371,871	\$ -	\$ 77,371,871
Unbonded Contingency	\$ -	\$ 24,376,528	\$ -	\$ -	\$ 24,376,528	\$ -	\$ -	\$ -	0.00%	\$ 24,376,528	\$ -	\$ 24,376,528
Additional Contingency	\$ 111,000,000	\$ 101,748,399	\$ -	\$ -	\$ 101,748,399	\$ -	\$ -	\$ -	0.00%	\$ 101,748,399	\$ -	\$ 101,748,399
Insurance	\$ 40,000,000	\$ 40,000,000	\$ -	\$ -	\$ 40,000,000	\$ -	\$ -	\$ -	55.13%	\$ 17,646,528	\$ -	\$ 17,646,528
Insurance Subtotal	\$ 40,000,000	\$ 40,000,000	\$ -	\$ -	\$ 40,000,000	\$ -	\$ -	\$ -	34.12%	\$ 17,646,528	\$ -	\$ 17,646,528
Sub Total Insurance												
Sub Total Construction Costs	\$ 1,018,174,324	\$ 3,199,918,233	\$ -	\$ -	\$ 3,199,918,233	\$ -	\$ -	\$ -	86.21%	\$ 1,167,543,115	\$ 42,824,433	\$ 1,210,367,548

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

DESCRIPTION	CURRENT BUDGET		PRIOR BUDGET		RECORD BUDGET		RECORD BUDGET		COSTS INCURRED		NET AMOUNTS	
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
Remain FFAE	\$ 15,300,572	\$ 15,300,572	\$ -	\$ -	\$ 15,300,572	\$ -	\$ -	\$ -	\$ 5,993,701	\$ -	\$ 5,993,701	\$ 5,993,701
Crane SWK	\$ 7,414,292	\$ 7,414,292	\$ -	\$ -	\$ 7,414,292	\$ -	\$ -	\$ -	\$ 4,817,937	\$ -	\$ 4,817,937	\$ 4,817,937
Crane Vnr Dye Bottom	\$ 724,293	\$ 724,293	\$ -	\$ -	\$ 724,293	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 500,000
Crane SWK	\$ 1,593,312	\$ 1,593,312	\$ -	\$ -	\$ 1,593,312	\$ -	\$ -	\$ -	\$ 1,113,288	\$ -	\$ 1,113,288	\$ 1,113,288
Three Day Sails	\$ 1,647,402	\$ 1,647,402	\$ 300,000	\$ -	\$ 1,347,402	\$ -	\$ -	\$ -	\$ 407,408	\$ -	\$ 407,408	\$ 407,408
Four Day Sails	\$ 141,982	\$ 141,982	\$ -	\$ -	\$ 141,982	\$ -	\$ -	\$ -	\$ 114,000	\$ -	\$ 114,000	\$ 114,000
Big Bay Buoy	\$ 166,823	\$ 166,823	\$ -	\$ -	\$ 166,823	\$ -	\$ -	\$ -	\$ 148,872	\$ -	\$ 148,872	\$ 148,872
Typical Ring	\$ 14,446,825	\$ 14,446,825	\$ -	\$ -	\$ 14,446,825	\$ -	\$ -	\$ -	\$ 7,490,333	\$ -	\$ 7,490,333	\$ 7,490,333
Typical Ocean	\$ 31,021,197	\$ 31,021,197	\$ (200,000)	\$ -	\$ 30,821,197	\$ -	\$ -	\$ -	\$ 17,028,281	\$ -	\$ 17,028,281	\$ 17,028,281
Typical Ocean	\$ 71,374,537	\$ 71,374,537	\$ -	\$ -	\$ 71,374,537	\$ -	\$ -	\$ -	\$ 4,541,343	\$ -	\$ 4,541,343	\$ 4,541,343
Remain FFAE Subtotal	\$ 604,484	\$ 604,484	\$ -	\$ -	\$ 604,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel and F&B Operating Equipment	\$ 737,295	\$ 737,295	\$ -	\$ -	\$ 737,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ball Deck	\$ 10,527,110	\$ 10,527,110	\$ -	\$ -	\$ 10,527,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Front Deck	\$ 819,000	\$ 819,000	\$ -	\$ -	\$ 819,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room Reception	\$ 3,606,531	\$ 3,606,531	\$ -	\$ -	\$ 3,606,531	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Operators	\$ 186,184	\$ 186,184	\$ -	\$ -	\$ 186,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Condo Operations	\$ 2,416,907	\$ 2,416,907	\$ -	\$ -	\$ 2,416,907	\$ -	\$ -	\$ -	\$ 6794	\$ -	\$ 6,794	\$ 6,794
Hotel Elev	\$ 10,261,297	\$ 10,261,297	\$ -	\$ -	\$ 10,261,297	\$ -	\$ -	\$ -	\$ 723,419	\$ -	\$ 723,419	\$ 723,419
Conventin Center	\$ 846,115	\$ 846,115	\$ -	\$ -	\$ 846,115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Swimsuit Center	\$ 689,235	\$ 689,235	\$ -	\$ -	\$ 689,235	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,658,128	\$ 2,658,128	\$ -	\$ -	\$ 2,658,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Spa	\$ 833,007	\$ 833,007	\$ -	\$ -	\$ 833,007	\$ -	\$ -	\$ -	\$ 2,460,003	\$ -	\$ 2,460,003	\$ 2,460,003
Hotel SWK	\$ 6,258,824	\$ 6,258,824	\$ -	\$ -	\$ 6,258,824	\$ -	\$ -	\$ -	\$ 2,466,803	\$ -	\$ 2,466,803	\$ 2,466,803
Casino	\$ 48,845,837	\$ 48,845,837	\$ -	\$ -	\$ 48,845,837	\$ -	\$ -	\$ -	\$ 3,214,821	\$ -	\$ 3,214,821	\$ 3,214,821
Hotel and F&B Operating Equipment Subtotal	\$ 22,296,240	\$ 22,296,240	\$ -	\$ -	\$ 22,296,240	\$ -	\$ -	\$ -	\$ 293,794	\$ -	\$ 293,794	\$ 293,794
Kitchen Equipment	\$ 21,293,248	\$ 21,293,248	\$ -	\$ -	\$ 21,293,248	\$ -	\$ -	\$ -	\$ 18,374	\$ -	\$ 18,374	\$ 18,374
F&B Service Equipment	\$ 26,652,220	\$ 26,652,220	\$ -	\$ -	\$ 26,652,220	\$ -	\$ -	\$ -	\$ 1,998,526	\$ -	\$ 1,998,526	\$ 1,998,526
Kitchen Equipment Subtotal	\$ 21,512,728	\$ 21,512,728	\$ -	\$ -	\$ 21,512,728	\$ -	\$ -	\$ -	\$ 1,918,118	\$ -	\$ 1,918,118	\$ 1,918,118
Entire Project	\$ 21,293,248	\$ 21,293,248	\$ -	\$ -	\$ 21,293,248	\$ -	\$ -	\$ -	\$ 1,918,118	\$ -	\$ 1,918,118	\$ 1,918,118
Classified by Y&CO	\$ 21,293,248	\$ 21,293,248	\$ -	\$ -	\$ 21,293,248	\$ -	\$ -	\$ -	\$ 1,918,118	\$ -	\$ 1,918,118	\$ 1,918,118
Excluded by Y&CO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Common Area	\$ 21,293,248	\$ 21,293,248	\$ -	\$ -	\$ 21,293,248	\$ -	\$ -	\$ -	\$ 1,918,118	\$ -	\$ 1,918,118	\$ 1,918,118
TCM	\$ 5,344,598	\$ 5,344,598	\$ -	\$ -	\$ 5,344,598	\$ -	\$ -	\$ -	\$ 1,000,143	\$ -	\$ 1,000,143	\$ 1,000,143
BCR	\$ 28,444,912	\$ 28,444,912	\$ -	\$ -	\$ 28,444,912	\$ -	\$ -	\$ -	\$ 1,918,118	\$ -	\$ 1,918,118	\$ 1,918,118
Common Area Subtotal	\$ 21,293,248	\$ 21,293,248	\$ -	\$ -	\$ 21,293,248	\$ -	\$ -	\$ -	\$ 1,918,118	\$ -	\$ 1,918,118	\$ 1,918,118
Grand Total FFAE	\$ 302,337,911	\$ 302,337,911	\$ -	\$ -	\$ 302,337,911	\$ -	\$ -	\$ -	\$ 21,293,248	\$ -	\$ 21,293,248	\$ 21,293,248
Grand Total FFAE	\$ 3,192,240	\$ 3,192,240	\$ -	\$ -	\$ 3,192,240	\$ -	\$ -	\$ -	\$ 771	\$ -	\$ 771	\$ 771
Table Games	\$ 174,182	\$ 174,182	\$ -	\$ -	\$ 174,182	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool	\$ 29,222,128	\$ 29,222,128	\$ -	\$ -	\$ 29,222,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Slot Operations	\$ 1,744,424	\$ 1,744,424	\$ -	\$ -	\$ 1,744,424	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ 150,000
PLS	\$ 1,403,850	\$ 1,403,850	\$ -	\$ -	\$ 1,403,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Casino Security	\$ 218,174	\$ 218,174	\$ -	\$ -	\$ 218,174	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security	\$ 49,717,091	\$ 49,717,091	\$ -	\$ -	\$ 49,717,091	\$ -	\$ -	\$ -	\$ 150,771	\$ -	\$ 150,771	\$ 150,771
Grand Total FFAE Subtotal	\$ 12,293,271	\$ 12,293,271	\$ -	\$ -	\$ 12,293,271	\$ -	\$ -	\$ -	\$ 150,771	\$ -	\$ 150,771	\$ 150,771
Exclusionment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New W	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FONTAINEBLEAU RESORT AND CASINO
LAS VEGAS, NV
DETAILED REMAINING COST REPORT
APPENDIX M TO EXHIBIT C-4
AS OF 12/31/12

DESCRIPTION	REPORT COSTS AMOUNT			COSTS OCCURRED			REV. ADJUSTS			
	RESORT BUDGET (84C-9)	PRIOR PERIOD BUDGET (84C-8)	CURRENT PERIOD BUDGET MODIFICATIONS	REPORT BUDGET (84C-9)	% COMPLETED (JOB)	BALANCE TO COMPLETE (P-C-Q)	TOTAL COMPLETED TO DATE (P+Q)	REVENUES TO COMPLETE TO DATE (R-Q)	CURRENT PERIOD COMPLETED TO DATE (R-Q)	BALANCE TO COMPLETE (P-Q)
Enrollment/Initial	\$ 14,315,972	\$ 14,315,972	\$ -	\$ 14,315,972	80.0%	\$ 3,293,222	\$ 11,022,750	\$ -	\$ 3,293,222	\$ 11,022,750
As of Facilities used	\$ 2,993,222	\$ 2,993,222	\$ -	\$ 2,993,222	26.25%	\$ 796,284	\$ 2,196,938	\$ -	\$ 796,284	\$ 2,196,938
AAA and Facilities	\$ 184,818	\$ 184,818	\$ -	\$ 184,818	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Administration, HR, Finance	\$ 11,849,856	\$ 11,849,856	\$ -	\$ 11,849,856	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing & Casino Marketing	\$ 1,171,277	\$ 1,171,277	\$ -	\$ 1,171,277	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ 194,688	\$ 194,688	\$ -	\$ 194,688	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Infrastructure	\$ 194,688	\$ 194,688	\$ -	\$ 194,688	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ 194,688	\$ 194,688	\$ -	\$ 194,688	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Retail	\$ 742,819	\$ 742,819	\$ -	\$ 742,819	26.25%	\$ 194,710	\$ 548,109	\$ -	\$ 194,710	\$ 548,109
Marketing	\$ 47,708,040	\$ 47,708,040	\$ -	\$ 47,708,040	13.98%	\$ 6,672,249	\$ 41,035,791	\$ -	\$ 6,672,249	\$ 41,035,791
L.T.	\$ 6,663,589	\$ 6,663,589	\$ -	\$ 6,663,589	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Resort Operations	\$ 71,226,519	\$ 71,226,519	\$ -	\$ 71,226,519	31.90%	\$ 22,512,419	\$ 48,714,100	\$ -	\$ 22,512,419	\$ 48,714,100
ASG and Facilities and IT Support	\$ 13,071,426	\$ 13,071,426	\$ -	\$ 13,071,426	83.5%	\$ 2,618,251	\$ 10,453,175	\$ -	\$ 2,618,251	\$ 10,453,175
OPM FTAE	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Pre-opening and Marketing Capital	\$ 3,150,000	\$ 3,150,000	\$ -	\$ 3,150,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Vendor Contract	\$ 529,125	\$ 529,125	\$ -	\$ 529,125	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Inventory	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Uniforms	\$ 400,000	\$ 400,000	\$ -	\$ 400,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Tools	\$ 230,875	\$ 230,875	\$ -	\$ 230,875	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Pre-opening	\$ 2,420,000	\$ 2,420,000	\$ -	\$ 2,420,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	\$ 1,410,000	\$ 1,410,000	\$ -	\$ 1,410,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Office and Island	\$ 240,000	\$ 240,000	\$ -	\$ 240,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Resort	\$ 770,000	\$ 770,000	\$ -	\$ 770,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Clear	\$ 240,000	\$ 240,000	\$ -	\$ 240,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Pre-Opening and Working Capital subtotal	\$ 32,477,773	\$ 32,477,773	\$ -	\$ 32,477,773	34.01%	\$ 8,181,231	\$ 24,296,542	\$ -	\$ 8,181,231	\$ 24,296,542
Fees / Permits / Taxes / Other	\$ 14,315,972	\$ 14,315,972	\$ -	\$ 14,315,972	80.0%	\$ 3,293,222	\$ 11,022,750	\$ -	\$ 3,293,222	\$ 11,022,750
Resort Bank	\$ 7,778,400	\$ 7,778,400	\$ -	\$ 7,778,400	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Bank	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Fees	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Resort of Products	\$ 11,811,700	\$ 11,811,700	\$ -	\$ 11,811,700	67.0%	\$ 7,944,260	\$ 3,867,440	\$ -	\$ 7,944,260	\$ 3,867,440
What Assessments/Fees	\$ 13,500	\$ 13,500	\$ -	\$ 13,500	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Regional construction charges	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Development / Other Misc. Fees	\$ 4,812,971	\$ 4,812,971	\$ -	\$ 4,812,971	78.44%	\$ 3,568,112	\$ 1,244,859	\$ -	\$ 3,568,112	\$ 1,244,859
Overhead for Pre-Opening	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation Fee	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Digital/Facilities/Other	\$ 64,875,000	\$ 64,875,000	\$ 1,558,000	\$ 66,433,000	100.0%	\$ -	\$ 66,433,000	\$ -	\$ -	\$ 66,433,000
On-Open costs	\$ 10,463,550	\$ 10,463,550	\$ 558,000	\$ 11,021,550	99.9%	\$ -	\$ 11,021,550	\$ -	\$ -	\$ 11,021,550
Construction	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -
Travel/Leased/Other	\$ 15,915,487	\$ 15,915,487	\$ -	\$ 15,915,487	45.0%	\$ 7,199,282	\$ 8,716,205	\$ -	\$ 7,199,282	\$ 8,716,205
Permits/Fees	\$ 2,918,816	\$ 2,918,816	\$ -	\$ 2,918,816	94.0%	\$ 2,750,000	\$ 168,816	\$ -	\$ 2,750,000	\$ 168,816
Legal (Construction/Leases)	\$ 4,000,000	\$ 4,000,000	\$ 1,000	\$ 4,001,000	99.9%	\$ -	\$ 4,001,000	\$ -	\$ -	\$ 4,001,000
Transportation Agreement	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	98.4%	\$ 735,207	\$ 14,793	\$ -	\$ 735,207	\$ 14,793
Turnkey Place Ramp	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	98.4%	\$ 735,207	\$ 14,793	\$ -	\$ 735,207	\$ 14,793
High Up Cost	\$ 931,816,977	\$ 931,816,977	\$ 2,389,289	\$ 934,206,266	93.1%	\$ 164,444,812	\$ 769,761,454	\$ -	\$ 164,444,812	\$ 769,761,454
Fees / Permits / Taxes / Other subtotal	\$ 14,315,972	\$ 14,315,972	\$ -	\$ 14,315,972	80.0%	\$ 3,293,222	\$ 11,022,750	\$ -	\$ 3,293,222	\$ 11,022,750
TOTAL	\$ 143,822,411	\$ 143,822,411	\$ -	\$ 143,822,411	83.5%	\$ 24,512,419	\$ 119,310,000	\$ -	\$ 24,512,419	\$ 119,310,000

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VI TO EXHIBIT C-1
 AS AT 12/31/08

DESCRIPTION	RESORT COST AMOUNT			COSTS INCURRED			NET AMOUNT			
	CURRENT MONTH	PRIOR MONTH	CUMULATIVE	PERIOD COMPLETED	TOTAL COMPLETED	% COMPLETED	DATE COMPLETED	DATE COMPLETED	PERIOD COMPLETED	BALANCE TO COMPLETE
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
Cashiering Expenses Through Scheduled Opening	\$ 382,766.00	\$ 332,374.00	\$ 715,140.00	\$ 217,136,783	\$ 217,136,783	65.31%	2/17/09	2/17/09	2/17/09	\$ 115,242,217
Cashiering Expenses Through Scheduled Opening Subtotal	\$ 382,766.00	\$ 332,374.00	\$ 715,140.00	\$ 217,136,783	\$ 217,136,783	65.31%	2/17/09	2/17/09	2/17/09	\$ 115,242,217
Commodities Through Selling Expenses	\$ 43,776.00	\$ 25,000.00	\$ 68,776.00	\$ 17,232,748	\$ 17,232,748	81.03%	2/25/09	2/25/09	2/25/09	\$ 7,767,252
Commodities Through Selling Expenses Subtotal	\$ 43,776.00	\$ 25,000.00	\$ 68,776.00	\$ 17,232,748	\$ 17,232,748	81.03%	2/25/09	2/25/09	2/25/09	\$ 7,767,252
Fees and Expenses	\$ 60,746,114	\$ 40,140,714	\$ 100,886,828	\$ 29,545,871	\$ 29,545,871	18.23%	2/25/09	2/25/09	2/25/09	\$ 71,340,957
Fees and Expenses Subtotal	\$ 60,746,114	\$ 40,140,714	\$ 100,886,828	\$ 29,545,871	\$ 29,545,871	18.23%	2/25/09	2/25/09	2/25/09	\$ 71,340,957
TOTAL COSTS	\$ 487,288,120	\$ 397,514,714	\$ 884,802,838	\$ 453,615,302	\$ 453,615,302	71.70%	2/25/09	2/25/09	2/25/09	\$ 183,240,583

(1) To be used on without changing Rollup pr.

IN BALANCE TEST ADJUSTMENTS	
Post-Closing Item Costs Paid in Cash %	0.00%
Contingency Adjustment	
Required Minimum Contingency	\$ 34,374,008
Less: Unfunded Contingency Balance (Actual)	\$ (7,217,574)
Contingency Adjustment Balance	\$ (63,417,374)
Other Adjustments	
Required Minimum Cash Support	\$ -
Required Minimum Liquidity Account	\$ 15,476,214
Required Minimum Escrow Reserve Support Amount	\$ 4,788,800
Required Minimum Escrow Reserve Support Amount	\$ -
Adjustment for Additional Cash Support	\$ -
TOTAL	\$ 1,116,701,418

IN RELEASE TEST AVAILABLE CUSHION	
Required Minimum Cash Support	\$ 63,417,374
Other Unfunded in Balance Cushion	\$ -
Contingency Adjustment Subtotal	\$ -
Required Minimum Liquidity Account	\$ 15,476,214
Required Minimum Escrow Reserve Support Amount	\$ 4,788,800
Adjustment for Additional Cash Support	\$ -
TOTAL CUSHION	\$ 83,682,388

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

DESCRIPTION	CLOSING RETAIL BUDGET (A)	RETAIL BUDGET (B)	RETAIL BUDGET SPENT TO DATE (C)	RETAIL BUDGET REMAINING COSTS (D = B - C)
Retail Tenant Allowance	\$ 55,000,000	\$ 55,000,000	\$ -	\$ 55,000,000
Retail Lease Commissions	\$ 6,000,000	\$ 6,000,000	\$ -	\$ 6,000,000
TOTAL RETAIL REMAINING COSTS	\$ 62,000,000	\$ 62,000,000	\$ -	\$ 62,000,000

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

DESCRIPTION	IN BALANCE TEST
AVAILABLE FUNDS	
Projected Interest Income ⁽¹⁾	\$ 3,823,191
Anticipated Bonded Condo Deposits	\$ 10,000,000
Equity Funding Account	\$ -
Cash Management Account	\$ 5,000,000
Second Mortgage Proceeds Account	\$ -
Bank Proceeds Account ⁽²⁾	\$ 50,080,070
Delay Draw Term Loan Availability	\$ 348,333,333
Bank Revolving Availability, Minus \$40,000,000	\$ 750,000,000
Debt Service Commitment Portion	\$ -
Cash Support Amount	\$ 100,000,000
Retail Lenders Shared Cost Commitment (Less Advances Made for Shared Costs)	\$ 57,741,771
Cash Balance in the Resort Payment Account	\$ -
Cash Balance in the Interest Account	\$ 18,081
Cash Balance in the Resort Loss Proceeds Account	\$ 427
TOTAL AVAILABLE FUNDS	\$ 1,325,806,883
LESS: TOTAL	
Remaining Costs (In Balance Test Adjustments Total from the Remaining Cost Report)	\$ (1,218,104,426)
IN BALANCE POSITIVE / (NEGATIVE)	\$ 107,702,455

(1) Anticipated interest income on all Resort accounts.
(2) Bank proceeds account availability not reduced by letters of credit because the cost is already included in the remaining cost report.

Last Month In Balance	\$ 118,516,167
Difference	<u>\$ (8,813,711)</u>
Contingency	\$ 4,301,812
Minimum Liquidity	\$ 1,937,058
Revolver	\$ 595,403
Reduction of anticipated bonded condo deposits per loan agreement	\$ (4,000,000)
First National Bank of Nevada	\$ (11,666,667)
Interest earned from Interest Account for December	\$ 17,258
Interest earned from Resort Loss Proceeds Account	\$ 427
	<u>\$ (8,813,711)</u>

\$ (0)

December 31, 2008

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

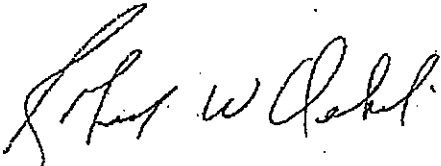
Dear Mr. Kumar:

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

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

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

Sincerely,



Robert W. Oehrli
Project Controller

*Turnberry West
Construction, Inc.*

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

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

EXHIBIT "B-1"



EXHIBIT M-4
to Master Disbursement Agreement

BUDGET/SCHEDULE AMENDMENT CERTIFICATE

December 31, 2008

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

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

Ladies and Gentlemen:

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

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

A. Amendments.

CHOOSE ONE OR MORE OF THE FOLLOWING TWO OPTIONS:

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

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

B. Related Certifications.

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

W02-WEST:1CDG1400220629.12

Exhibit M-4

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

CHOOSE ONE OR MORE OF THE FOLLOWING FOUR OPTIONS:

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

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

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

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

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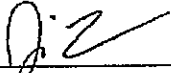
IN WITNESS WHEREOF, the Project Entities have executed this Budget/Schedule Amendment Certificate as of the 31st day of May, 2008.

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

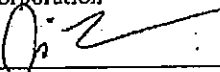
By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing
Member

By: 
Name: Jim Freeman
Title: Chief Financial Officer

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.
a Delaware corporation

By: 
Name: Jim Freeman
Title : Chief Financial Officer

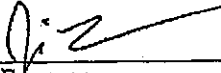
FONTAINEBLEAU LAS VEGAS RETAIL, LLC,
a Delaware limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

By: 
Name: Jim Freeman
Title: Chief Financial Officer

FONTAINEBLEAU LAS VEGAS, LLC,
a Nevada limited liability company

and

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

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

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

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC,
its Managing Member

By: 

Name: Jim Freeman

Title: Chief Financial Officer

Appendix I to Budget/Schedule Amendment

Amendment No. I to Resort Budget

I. Increases to Line Item Categories:

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

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

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

III. Decreases to Line Item Categories:

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

Reason For Decrease of Line Item Category:

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

FOURTEEN LEAN REORT AND CABINO
LAS VEGAS, NV
APPENDIX III TO THE BUDGET/SCHEDULE AMENDMENT CERTIFICATE
EXHIBIT #44
As of 12/31/10

DESCRIPTION	CLOSING REPORT BUDGET		REORT COSTS AMOUNT		REORT AUDGET		COSTS INCURRED				NET AMOUNTS			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
Construction Staff Costs	652,783,800	702,657,203	3,641,978	794,185,871	591,152,553	35,790,616	52,695,795	73,514	187,793,205	39,177,027	407,724,147	404,820,871	32,906,992	296,479,832
Tower	652,783,800	702,657,203	3,641,978	794,185,871	591,152,553	35,790,616	52,695,795	73,514	187,793,205	39,177,027	407,724,147	404,820,871	32,906,992	296,479,832
Construction	652,783,800	702,657,203	3,641,978	794,185,871	591,152,553	35,790,616	52,695,795	73,514	187,793,205	39,177,027	407,724,147	404,820,871	32,906,992	296,479,832
General Construction/Construction Plant	379,895,718	440,439,502	2,650,219	441,533,261	331,701,223	18,961,992	34,137,022	0.00%	81,180,289	20,695,633	337,891,189	312,433,037	15,258,152	153,946,132
Central Plant	379,895,718	440,439,502	2,650,219	441,533,261	331,701,223	18,961,992	34,137,022	0.00%	81,180,289	20,695,633	337,891,189	312,433,037	15,258,152	153,946,132
Site	64,289,610	14,895,101	45,936	12,735,157	11,865,844	3,132	11,931,426	68.97%	530,691	5,674,111	11,931,426	11,931,426	34,125	5,891,202
Stand cost	6,650,000	2,061,170	3,653,170	3,653,170	2,399,249	-	2,399,249	78.29%	66,920	3,384,840	2,399,249	2,399,249	-	662,520
Construction Staff Costs Subtotal	1,200,400,000	1,418,710,114	11,811,974	1,418,710,114	1,211,610,318	35,157,312	1,211,610,318	18.43%	331,315,434	12,901,416	1,247,484,751	1,174,985,844	70,501,187	671,412,492
LEED Qualification Costs	22,000,000	19,548,434	-	19,548,434	5,814,137	2,0728	6,094,943	48.26%	4,401,570	2,440	6,094,943	5,814,137	2,440	5,842,213
LEED Qualification Costs	22,000,000	19,548,434	-	19,548,434	5,814,137	2,0728	6,094,943	48.26%	4,401,570	2,440	6,094,943	5,814,137	2,440	5,842,213
LEED Qualification Costs Subtotal	22,000,000	19,548,434	-	19,548,434	5,814,137	2,0728	6,094,943	48.26%	4,401,570	2,440	6,094,943	5,814,137	2,440	5,842,213
LEED State Tax Benefit	59,000,000	-	-	-	-	-	-	0.00%	-	-	-	-	-	-
LEED State Tax Benefit	59,000,000	-	-	-	-	-	-	0.00%	-	-	-	-	-	-
LEED State Tax Benefit Subtotal	59,000,000	-	-	-	-	-	-	0.00%	-	-	-	-	-	-
General Conditions/Requirements/Utilities	24,382,242	27,447,267	19,645,000	29,290,167	27,444,070	1,904,277	26,742,787	86.10%	265,289	2,440	27,444,070	27,444,070	1,904,277	203,500
CM Staffing	1,982,289	6,172,791	26,200	6,200,000	6,172,791	34,134	6,200,000	96.90%	201,661	-	6,172,791	6,172,791	1,982,289	203,500
Field Engineering	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100.00%	100,000	-	100,000	100,000	100,000	100,000
General Construction	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	100.00%	2,000,000	-	2,000,000	2,000,000	2,000,000	2,000,000
CCOC (OT for Expenses with conditions)	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	100.00%	4,000,000	-	4,000,000	4,000,000	4,000,000	4,000,000
Safety	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	100.00%	2,400,000	-	2,400,000	2,400,000	2,400,000	2,400,000
Field Office and Equipment	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	100.00%	4,000,000	-	4,000,000	4,000,000	4,000,000	4,000,000
Temporary Facilities	6,341,000	11,997,218	318,000	12,315,218	11,997,218	318,000	12,315,218	98.26%	318,000	2,440	11,997,218	11,997,218	2,440	11,997,218
Material and Labor Storage	2,840,700	5,899,233	198,000	6,097,233	5,899,233	198,000	6,097,233	96.75%	198,000	2,440	5,899,233	5,899,233	198,000	5,899,233
General Equipment and Tools	1,801,000	1,801,000	1,801,000	1,801,000	1,801,000	1,801,000	1,801,000	100.00%	1,801,000	-	1,801,000	1,801,000	1,801,000	1,801,000
Project Communication	823,000	1,709,142	1,709,142	1,709,142	1,709,142	1,709,142	1,709,142	100.00%	1,709,142	-	1,709,142	1,709,142	1,709,142	1,709,142
Project Management	2,000,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	100.00%	1,800,000	-	1,800,000	1,800,000	1,800,000	1,800,000
Construction Management	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	100.00%	1,600,000	-	1,600,000	1,600,000	1,600,000	1,600,000
Construction Management (ATC Associates)	26,282,419	4,929,615	(19,290)	26,282,419	26,282,419	(19,290)	26,282,419	100.00%	26,282,419	-	26,282,419	26,282,419	26,282,419	26,282,419
Construction Management	26,282,419	4,929,615	(19,290)	26,282,419	26,282,419	(19,290)	26,282,419	100.00%	26,282,419	-	26,282,419	26,282,419	26,282,419	26,282,419
Health	17,152,244,714	79,093,811	79,093,811	79,093,811	79,093,811	79,093,811	79,093,811	100.00%	79,093,811	2,440	79,093,811	79,093,811	2,440	79,093,811
Total (All Costs and General Conditions/Requirements/Utilities)	1,759,437,211	2,215,919,231	-	2,215,919,231	1,759,437,211	1,759,437,211	1,759,437,211	100.00%	1,759,437,211	2,440	1,759,437,211	1,759,437,211	2,440	1,759,437,211
Construction	1,759,437,211	2,215,919,231	-	2,215,919,231	1,759,437,211	1,759,437,211	1,759,437,211	100.00%	1,759,437,211	2,440	1,759,437,211	1,759,437,211	2,440	1,759,437,211
Construction Subtotal	1,759,437,211	2,215,919,231	-	2,215,919,231	1,759,437,211	1,759,437,211	1,759,437,211	100.00%	1,759,437,211	2,440	1,759,437,211	1,759,437,211	2,440	1,759,437,211
Unallocated Contingency	111,000,000	77,271,571	-	77,271,571	-	-	-	0.00%	77,271,571	-	-	-	-	77,271,571
Unallocated Contingency	111,000,000	77,271,571	-	77,271,571	-	-	-	0.00%	77,271,571	-	-	-	-	77,271,571
Additional Cost Contingency	-	24,378,259	-	24,378,259	-	-	-	0.00%	24,378,259	-	-	-	-	24,378,259
Construction Subtotal	111,000,000	101,649,830	-	101,649,830	-	-	-	0.00%	101,649,830	-	-	-	-	101,649,830
Insurance	40,000,000	40,000,000	-	40,000,000	40,000,000	40,000,000	40,000,000	100.00%	40,000,000	-	40,000,000	40,000,000	40,000,000	40,000,000
Insurance Subtotal	40,000,000	40,000,000	-	40,000,000	40,000,000	40,000,000	40,000,000	100.00%	40,000,000	-	40,000,000	40,000,000	40,000,000	40,000,000
Insurance Subtotal	40,000,000	40,000,000	-	40,000,000	40,000,000	40,000,000	40,000,000	100.00%	40,000,000	-	40,000,000	40,000,000	40,000,000	40,000,000
Subtotal	2,220,437,211	2,417,519,231	-	2,417,519,231	1,759,437,211	1,759,437,211	1,759,437,211	79.24%	1,759,437,211	2,440	1,759,437,211	1,759,437,211	2,440	1,759,437,211
Total Construction Costs	2,220,437,211	2,417,519,231	-	2,417,519,231	1,759,437,211	1,759,437,211	1,759,437,211	79.24%	1,759,437,211	2,440	1,759,437,211	1,759,437,211	2,440	1,759,437,211

FOUNTAINBLEAU RESORT AND CASINO
LAS VEGAS, NV
APPROXIMATE TO THE BUDGETSCHEDULE AMENDMENT CERTIFICATE
COMMIT #44
As of 11/30/10

DESCRIPTION	REPORT BUDGET AMOUNT			CURRENT PERIOD BUDGET MODIFICATIONS			REPORT BUDGET (A-C)			COSTS INCURRED			NET AMOUNTS		
	CURRENT PERIOD BUDGET AMOUNT (A)	PREVIOUS PERIOD BUDGET AMOUNT (B)	PERIOD BUDGET MODIFICATIONS (C)	PREVIOUS PERIOD COMPLETED DATE (D)	CURRENT PERIOD COMPLETED DATE (E)	TOTAL COMPLETED DATE (F)	K COMPLETED (G)	BALANCE TO COMPLETE (H)	TOTAL RETAINAGE (I)	TOTAL COMPLETED DATE (J)	PREVIOUS PERIOD COMPLETED DATE (K)	CURRENT PERIOD COMPLETED DATE (L)	BALANCE TO COMPLETE (M)		
Rooms FFBE	12,900,872	12,900,872			12,900,872	12,900,872	100%	0	0	12,900,872	12,900,872	12,900,872	0		
Condo Sales	7,941,292	7,941,292			7,941,292	7,941,292	100%	0	0	7,941,292	7,941,292	7,941,292	0		
Casino Unit One Elements	74,500	74,500			74,500	74,500	100%	0	0	74,500	74,500	74,500	0		
Casino Units	1,287,112	1,287,112			1,287,112	1,287,112	100%	0	0	1,287,112	1,287,112	1,287,112	0		
Junior Suite	1,400,000	1,400,000			1,400,000	1,400,000	100%	0	0	1,400,000	1,400,000	1,400,000	0		
Three Bay Suite	1,100,000	1,100,000			1,100,000	1,100,000	100%	0	0	1,100,000	1,100,000	1,100,000	0		
Four Bay Suite	400,000	400,000			400,000	400,000	100%	0	0	400,000	400,000	400,000	0		
4-Bay Suite	1,400,000	1,400,000			1,400,000	1,400,000	100%	0	0	1,400,000	1,400,000	1,400,000	0		
Typical Ring	11,400,000	11,400,000			11,400,000	11,400,000	100%	0	0	11,400,000	11,400,000	11,400,000	0		
Typical Queen	11,400,000	11,400,000			11,400,000	11,400,000	100%	0	0	11,400,000	11,400,000	11,400,000	0		
Remain FFBE Subtotal	21,911,167	21,911,167			21,911,167	21,911,167	100%	0	0	21,911,167	21,911,167	21,911,167	0		
Hotel and F&B Operating Equipment	500,464	500,464			500,464	500,464	100%	0	0	500,464	500,464	500,464	0		
Ball Deck	727,295	727,295			727,295	727,295	100%	0	0	727,295	727,295	727,295	0		
Food Deck	10,327,110	10,327,110			10,327,110	10,327,110	100%	0	0	10,327,110	10,327,110	10,327,110	0		
Housekeeping	619,000	619,000			619,000	619,000	100%	0	0	619,000	619,000	619,000	0		
Room Receivables	3,606,521	3,606,521			3,606,521	3,606,521	100%	0	0	3,606,521	3,606,521	3,606,521	0		
Pool Operations	194,118	194,118			194,118	194,118	100%	0	0	194,118	194,118	194,118	0		
Casino Operations	2,414,507	2,414,507			2,414,507	2,414,507	100%	0	0	2,414,507	2,414,507	2,414,507	0		
Hotel Sales	10,261,367	10,261,367			10,261,367	10,261,367	100%	0	0	10,261,367	10,261,367	10,261,367	0		
Convention Center	596,115	596,115			596,115	596,115	100%	0	0	596,115	596,115	596,115	0		
Business Center	489,235	489,235			489,235	489,235	100%	0	0	489,235	489,235	489,235	0		
Telephone	2,858,128	2,858,128			2,858,128	2,858,128	100%	0	0	2,858,128	2,858,128	2,858,128	0		
Spa	8,853,007	8,853,007			8,853,007	8,853,007	100%	0	0	8,853,007	8,853,007	8,853,007	0		
Pool & Beverage	6,258,524	6,258,524			6,258,524	6,258,524	100%	0	0	6,258,524	6,258,524	6,258,524	0		
Casino	48,041,937	48,041,937			48,041,937	48,041,937	100%	0	0	48,041,937	48,041,937	48,041,937	0		
Hotel and F&B Operating Equipment Subtotal	22,289,240	22,289,240			22,289,240	22,289,240	100%	0	0	22,289,240	22,289,240	22,289,240	0		
Restaurant Equipment	22,289,240	22,289,240			22,289,240	22,289,240	100%	0	0	22,289,240	22,289,240	22,289,240	0		
Food Service Equipment	22,289,240	22,289,240			22,289,240	22,289,240	100%	0	0	22,289,240	22,289,240	22,289,240	0		
Kitchen Equipment Subtotal	22,289,240	22,289,240			22,289,240	22,289,240	100%	0	0	22,289,240	22,289,240	22,289,240	0		
Entrance Signs	26,532,720	26,532,720			26,532,720	26,532,720	100%	0	0	26,532,720	26,532,720	26,532,720	0		
Quotation by VECO	26,532,720	26,532,720			26,532,720	26,532,720	100%	0	0	26,532,720	26,532,720	26,532,720	0		
Entrance Signs Subtotal	26,532,720	26,532,720			26,532,720	26,532,720	100%	0	0	26,532,720	26,532,720	26,532,720	0		
Common Area	23,281,213	23,281,213			23,281,213	23,281,213	100%	0	0	23,281,213	23,281,213	23,281,213	0		
FOH	5,344,588	5,344,588			5,344,588	5,344,588	100%	0	0	5,344,588	5,344,588	5,344,588	0		
BOH	1,400,000	1,400,000			1,400,000	1,400,000	100%	0	0	1,400,000	1,400,000	1,400,000	0		
Common Area Subtotal	24,081,811	24,081,811			24,081,811	24,081,811	100%	0	0	24,081,811	24,081,811	24,081,811	0		
Common Area Subtotal	24,081,811	24,081,811			24,081,811	24,081,811	100%	0	0	24,081,811	24,081,811	24,081,811	0		
Gaming FFBE	3,172,240	3,172,240			3,172,240	3,172,240	100%	0	0	3,172,240	3,172,240	3,172,240	0		
Table Games	174,182	174,182			174,182	174,182	100%	0	0	174,182	174,182	174,182	0		
Slot Operations	2,998,058	2,998,058			2,998,058	2,998,058	100%	0	0	2,998,058	2,998,058	2,998,058	0		
BJ&S	8,174,024	8,174,024			8,174,024	8,174,024	100%	0	0	8,174,024	8,174,024	8,174,024	0		
Casino Security	1,400,000	1,400,000			1,400,000	1,400,000	100%	0	0	1,400,000	1,400,000	1,400,000	0		
Security	216,174	216,174			216,174	216,174	100%	0	0	216,174	216,174	216,174	0		
Gaming FFBE Subtotal	40,071,081	40,071,081			40,071,081	40,071,081	100%	0	0	40,071,081	40,071,081	40,071,081	0		
Entertainment	12,289,271	12,289,271			12,289,271	12,289,271	100%	0	0	12,289,271	12,289,271	12,289,271	0		
Theater	12,289,271	12,289,271			12,289,271	12,289,271	100%	0	0	12,289,271	12,289,271	12,289,271	0		
Costs FFBE	20,351,181	20,351,181			20,351,181	20,351,181	100%	0	0	20,351,181	20,351,181	20,351,181	0		

FONTAINELEAU RESORT AND CASINO
 LAS VEGAS, NV
 APPENDIX A TO THE BUDGET SCHEDULE AMENDMENT CERTIFICATE
 EXHIBIT 16A
 As of 12/31/10

DESCRIPTION	REPORT CONTR AMOUNT			COSTS INCURRED			REF AMOUNTS				
	CLOSING BUDGET (3)	PRIOR BUDGET (4)	CURRENT PERIOD BUDGET MODIFICATIONS (5)	PREVIOUS COMPLETED DATE (6)	CURRENT PERIOD COMPLETED % (7)	TOTAL COMPLETED TO DATE (8)	TOTAL RETIRED (9)	TOTAL COMPLETED DATE (10)	PREVIOUS COMPLETED DATE (11)	CURRENT PERIOD COMPLETED DATE (12)	BALANCE TO COMPLETE (13)
Debit Expense Accrued Through Scheduled Opening	\$ 362,765,033	\$ 312,270,033	\$ -	\$ 217,130,763		\$ 217,130,763	\$ -	\$ 217,130,763	\$ 217,130,763		\$ 145,629,270
Coal Service	\$ 342,771,815	\$ 311,379,215	\$ -	\$ 217,130,763		\$ 217,130,763	\$ -	\$ 217,130,763	\$ 217,130,763		\$ 145,629,270
Debit Service Accrued Through Scheduled Opening	\$ -	\$ -	\$ -	\$ 18,851,189	38.1546	\$ 17,202,748	\$ -	\$ 17,202,748	\$ 18,851,189	\$ 16,851,189	\$ 719,559
Contingency-Related Selling Expenses	\$ 49,776,520	\$ 25,000,000	\$ -	\$ 18,851,189	38.1546	\$ 17,202,748	\$ -	\$ 17,202,748	\$ 18,851,189	\$ 16,851,189	\$ 719,559
Contingency-Related Selling Expenses	\$ 49,776,520	\$ 21,991,819	\$ -	\$ 18,851,189	38.1546	\$ 17,202,748	\$ -	\$ 17,202,748	\$ 18,851,189	\$ 16,851,189	\$ 719,559
Contingency-Related Selling Expenses	\$ 62,740,794	\$ 62,740,794	\$ -	\$ 59,545,871		\$ 59,545,871	\$ -	\$ 59,545,871	\$ 60,345,871		\$ 1,194,923
Freight and Expenses	\$ 50,544,314	\$ 50,544,314	\$ -	\$ 51,446,871		\$ 51,446,871	\$ -	\$ 51,446,871	\$ 51,446,871		\$ 1,194,923
Freight and Expenses	\$ 478,833,261	\$ 454,882,412	\$ -	\$ 472,818,428	83.85123	\$ 459,601,433	\$ -	\$ 459,601,433	\$ 472,818,428	\$ 472,818,428	\$ 1,194,923
TOTAL COSTS	\$ 2,198,441,241	\$ 2,341,513,144	\$ -	\$ 1,524,348,947	64.94116	\$ 1,232,772,281	\$ 87,482,489	\$ 1,320,254,770	\$ 1,311,411,212	\$ 1,311,411,212	\$ 1,269,777,819

(1) To be used only against opening at launch.

BY BALANCE TEST ADJUSTMENTS

Post-Closing Audit Costs Paid to Date %	64.94%
Contingency Adjustment	\$ -
Required Minimum Contingency	\$ 34,371,108
Less: Unallocated Contingency Balance (Actual)	\$ (37,271,570)
Contingency Adjustment Required	\$ (4,900,462)
Other Adjustments	\$ -
Required Minimum Cash Support	\$ -
Required Minimum Liquidity Account	\$ 15,479,514
Required Minimum Sweep Treasuries Support Amount	\$ 4,195,038
Required Minimum Escrow PMS	\$ -
Adjustment for Additional Cash Support	\$ -
TOTAL	\$ 1,217,194,288

BY BALANCE TEST AVAILABLE CUSHION

STARTING CUSHION	\$ 29,691,808
Required Minimum Cash Support	\$ -
Other Unallocated in Balance Cushion	\$ -
Contingency Adjustment Required	\$ 42,897,374
Required Minimum Liquidity Account	\$ 34,021,080
Required Minimum Escrow Treasuries Support Amount	\$ 1,000,000
Adjustment for Additional Cash Support	\$ -
Total Other Unallocated in Balance Cushion	\$ 81,847,918
TOTAL CUSHION	\$ 11,269,608

ATTACHMENT A TO BUDGET AMENDMENT CERTIFICATE

Certificate of General Contractor

12/31/08

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

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

Ladies and Gentlemen:

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

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

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

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

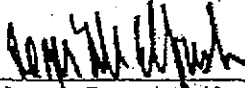
*Turnberry West
Construction, Inc.*

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

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

TURNBERRY WEST CONSTRUCTION, INC.,
a Nevada corporation

By:


Name: Roger McElfresh
Title: President and COO

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

EXHIBIT "C"



GENERAL CONTRACTOR ADVANCE CERTIFICATE

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

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

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

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

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

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

Ladies and Gentlemen:

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

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

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

NONE

*Turnberry West
Construction, Inc.*

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

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

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

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

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

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

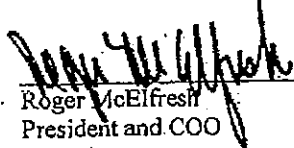
All capitalized terms used herein without definition shall have the meaning given to them in the Disbursement Agreement.

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

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

TURNBERRY WEST CONSTRUCTION, INC.,
a Nevada corporation

By:

Name:  _____
Roger McElfresh

Title: President and COO

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FONTAINEBLEAU LAS VEGAS, LLC
 2765 Las Vegas Blvd. South
 Las Vegas, NV 89109

PROJECT: FONTAINEBLEAU LAS VEGAS
 2765 Las Vegas Blvd. South
 Las Vegas, NV 89109

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

VIA ARCHITECT: Bergman, Wells & Associates, Ltd.

CONTRACT DATE: CONSOLIDATED-ALL JOBS

Application No.: 25
 12/31/2008

Distribution No.:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract. Confirmation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 1,753,634,074.00
2. Net Change by Change Orders.....	\$ 219,551,842.39
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 1,959,585,916.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$ 1,389,399,045.17
5. RETAINAGE:	
a. % of Completed Work	
(Column D + E on G703).....	\$ 82,804,652.12
b. % of Stored Material	
(Column F on G703).....	\$ 92,804,652.12
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 1,205,570,642.94
6. TOTAL EARNED LESS RETAINAGE.....	\$ 1,285,594,381.05
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 1,205,570,642.94
8. LESS PREVIOUS OWNER FUNDINGS	\$ 9,746,772.52
9. CURRENT PAYMENT DUE.....	\$ 73,274,967.49
10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 9 less Line 6).....	\$ 683,991,537.34

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 365,442,720.18	\$ (160,725,660.80)
Total approved this month	15,745,378.23	(4,610,600.00)
TOTALS	\$ 381,188,098.41	\$ (165,336,260.80)
NET CHANGES by Change Order	\$ 215,851,837.61	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that no amount is held back by the Owner.

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 By: *[Signature]*
 State of Nevada
 County of Clark
 Subscribed and sworn to before me this 30th day of December, 2008.
 Notary Public: *[Signature]*
 My Commission expires: 1/1/11

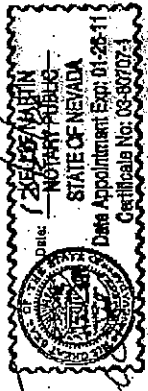
ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data compiled in the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 73,274,967.49
 (After expiration of amount certified differs from the amount applied. Initial all figure on this Application and on the Confirmation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
 Date: 1/22/09

By: *[Signature]*
 Date: 1/22/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Inquiries, payment and acceptances of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



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

FONTAINEBLEAU LAS VEGAS
 CONSOLIDATED-ALL JOBS

G703 CONTINUATION SHEET
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable relationships for line items may apply

JOB NO	DESCRIPTION OF WORK	SCHEDULED VALUE	ERROR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D FROM PROVISION APPLICATION (D-E)	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED NOT IN STORE	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (D/G)	H BALANCE TO FINISH (G-I)	I REMAINDER
JOB # 10-100	SITE/OFFSITE	54,459,686.00	(37,410,494.09)	415,935.73	17,275,425.64	11,895,044.13	36,392.05	-	11,831,426.18	89.1%	5,345,690.66	547,611.33
JOB # 10-200	TOWER	653,718,930.00	(48,938,363.41)	1,641,678.00	704,194,971.41	801,113,762.77	30,132,390.23	6,667,615.41	536,805,764.41	76.2%	167,233,205.00	33,177,626.95
JOB # 10-300	PARKING GARAGE/CONVENTION CENTRAL PLANT	378,895,718.00	60,544,214.32	1,093,389.00	441,633,321.32	331,781,220.83	15,675,690.62	1,006,211.00	346,373,022.45	75.9%	85,160,298.87	20,885,833.11
JOB # 10-400	GENERAL CONDITIONS	93,654,074.00	(14,538,618.00)	(494,200.00)	78,621,256.00	74,221,952.53	2,604,711.02	-	76,726,663.55	97.6%	1,854,391.22	292,566.06
JOB # 10-600	PODIUM	509,116,666.00	97,667,361.97	8,677,976.50	715,461,003.37	384,658,166.84	22,660,301.22	1,089,803.00	388,407,891.06	64.3%	327,043,712.31	23,088,384.27
JOB # 10-500	LEED	(37,000,000.00)	49,546,438.45	-	12,546,438.45	5,614,137.23	240,726.29	-	6,054,863.52	48.3%	6,491,672.93	2,640.00
	Roundup											
	PROJECT TOTAL	1,765,654,074.00	208,717,054.16	11,234,778.23	1,969,665,916.39	1,289,465,284.33	77,170,121.43	7,732,629.41	1,388,399,045.17	69.5%	601,185,870.93	82,804,562.12

ALL DOCUMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

VIA ARCHITECT: **Bergman, Wallis & Associates, Ltd.**

CONTRACT NO.: **12312008**

CONTRACT DATE: _____

APPLICANT'S DISTRIBUTION: OWNER ARCHITECT CONTRACTOR FIELD OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT:
 Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM:

2. Net Change by Charge Orders: \$ 64,269,686.00

3. CONTRACT SUM TO DATE (Line 1 ± 2): \$ (36,984,559.16)

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703): \$ 17,275,126.64

5. RETAINAGE: \$ 11,931,436.16

6. TOTAL EARNED LESS RETAINAGE (Lines 5a + 5b or Total in Column I of G703): \$ 547,611.33

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate): \$ 11,324,811.62

8. LESS PREVIOUS OWNER FUNDINGS: \$ 24,877.90

9. CURRENT PAYMENT DUE: \$ 34,196.33

10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6): \$ 5,891,301.98

CONTRACTOR'S CERTIFICATE FOR PAYMENT:
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: 34,196.33

ARCHITECT: *[Signature]* Date: 12/30/08

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 9,865,072.28	\$ (44,215,667.17)
Total approved this month	\$ 416,936.73	\$ -
TOTALS	\$ 7,281,066.01	\$ (44,215,667.17)
NET CHANGES by Change Order	\$ -	\$ (36,984,559.16)

RWD 12-30-08

FONTAINEBLEAU LAS VEGAS
SITE/PERFECTE
JOB #16100

APPLICATION NUMBER
APPLICATION DATE
PERIOD TO

6710-CONTINUATION SHEET
APPLICATION CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
Use Column I on Contracts where variable retainage for five items may apply

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED FROM PREVIOUS APPLICATION (D-B)	H MATERIALS PRESENTLY STORED (NOT IN ORDER)	I TOTAL COMPLETED AND STORED (D-B) (D-E)	J % COMPLETE (C/G)	K BALANCE TO FINISH (C-G)	L RETAINAGE
06-360	Equipment Rental-Ahram Rentals					216.84		216.84	0.0%	(216.84)	
06-362	Safety Carpenter Labor-TWC								0.0%		
06-363	Equipment Rental-Ahram Rentals	815,000.00	(815,000.00)						0.0%		
DIVISION 7 - THERMAL/MOISTURE											
07-100	Waterproofing - Unassigned	1,350,000.00	(1,350,000.00)						0.0%		
DIVISION 10 - SPECIALTIES											
10-050	Specialties - Unassigned	330,000.00	(330,000.00)						0.0%		
DIVISION 11 - SPECIAL CONSTRUCTION											
11-100	Lighting Protection - VPC	20,221,894.00	(20,221,894.00)						0.0%		
13-180	Foods - Unassigned	238,457.00	(238,457.00)						0.0%		
DIVISION 16 - MECHANICAL											
16-100	Metal Framed Crispwell - Desert Plumbing & Heating	16,462.07	(16,462.07)						0.0%		
DIVISION 18 - ELECTRICAL											
18-211	Electrical Service Repair - Nevada Power	300,000.00	(300,000.00)						0.0%		
18-211	Electrical Service Repair - Unassigned	238,457.00	(238,457.00)						0.0%		
18-500	Lighting - Unassigned	500,000.00	(500,000.00)						0.0%		
18-520	Exterior Luminaires - Unassigned								0.0%		
18-500	Special Systems - Unassigned								0.0%		
DIVISION 17 - MISC.											
17-010	Misc. Labor - TWC								0.0%		
17-020	Misc. Labor - TWC								0.0%		
17-030	Payroll Taxes - TWC								0.0%		
17-050	Paint/Metal Walkway Coatings-ThyssenKrupp Safety	46,815.84	(46,815.84)						0.0%		
17-060	Paint/Metal Walkway Coatings-Corona Security	17,941.00	(17,941.00)						0.0%		
17-060	Paint/Metal Walkway Coatings-Dessert Lumber								0.0%		
17-060	Paint/Metal Walkway Coatings-Ahram Rentals								0.0%		
17-060	Paint/Metal Walkway Coatings-Labor-TWC								0.0%		
17-100	Construction B/C Cleanup Labor - TWC								0.0%		
17-341	Small Tools/Labor Transfer-TWC								0.0%		
17-368	Excess Director's Office-TWC								0.0%		
17-392	Shiny Corrosion Labor Transfer-TWC								0.0%		
17-393	Shiny Laborers-TWC								0.0%		
	Subtotal - Turnberry West Construction Div 1-16	55,449,686.00	(56,935,635.71)	180,361.41	18,684,491.70	11,985,044.13	38,392.05	11,931,488.18	53.8%	6,762,995.52	547,611.33
	Turnberry West Construction-LEED TAX CREDIT		(181,763.60)						0.0%	(181,763.60)	
	Turnberry West Construction-Oppt Estimated	(1,180,000.00)	964,493.94	235,506.06	(1,180,000.00)				0.0%	(1,180,000.00)	
	Turnberry West Construction-Commitment Against PCO		(1,180,000.00)	235,506.06	(1,180,000.00)				0.0%	(1,180,000.00)	
	TWC-Pending Balances to Subcontractor		1,180,493.94						0.0%	1,180,493.94	
	PROJECT TOTAL	54,269,686.00	(57,410,414.33)	415,935.73	17,279,128.84	11,995,044.13	38,392.05	11,931,488.18	68.1%	5,243,995.06	547,611.33

APPLICATION AND CERTIFICATE FOR PAYMENT

ALL DOCUMENTS ATTACHED TO THIS PAGE ONE OF TWO PAGES

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

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

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

JOB # 10200 Tower

VIA ARCHITECT: Bergman, Wallis & Associates, Ltd.

Application No. 26-129512008

CONTRACT DATE: _____

Distribution No. _____

OWNER ARCHITECT

CONTRACTOR FIELD

OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract Contribution Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 653,715,930.00
2. Net Change by Change Orders..... \$ 60,489,041.41
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 704,199,971.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$ 536,905,765.41
5. RETAINAGE:
 - a. % of Completed Work (Columns D + E on G703)..... \$ 36,177,626.85
 - b. % of Stored Material (Column F on G703)..... \$ -
- Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 36,177,626.85
6. TOTAL EARNED LESS RETAINAGE..... \$ 497,728,139.56 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ 468,673,543.00
8. LESS PREVIOUS OWNER FUNDINGS..... \$ 6,154,135.00
9. CURRENT PAYMENT DUE..... \$ 32,990,081.56
10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)..... \$ 206,470,831.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	72,872,302.39	\$ (23,434,939.98)
Total approved this month	1,541,676.00	\$ -
TOTALS	73,814,980.39	\$ (23,434,939.98)
NET CHANGES by Change Order	50,489,041.41	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 By: *Robert D. Clark*
 State of: Nevada
 County of: Clark
 Subscribed and sworn to before me this 22nd day of January, 2009
 My Commission expires: 1/22/11
 My Commission No: 08-93707-1



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 32,990,081.56
 (which expiration of amount certified differs from the contract specified, until as hereon by this Application and on the Contribution Sheet that are changed to conform with the amount certified)

ARCHITECT: *[Signature]*
 Date: 1/02/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Two 1/02/09

FONTAINEBLEAU LAS VEGAS
TOWER
JOB #1020

G703 CONTINUUM SHEET

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

APPLICATION NUMBER: 26
APPLICATION DATE: 12/31/2008
PERIOD TO: 12/31/2008

A	B	C	D	E	F	G	H	I				
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (O&E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN DORS)	TOTAL COMPLETED AND STORED TO DATE (O&E)	% COMPLETE	PERCENTAGE OF WORK STORED (O&E)	RETAINAGE
DIVISION 2 - SITEWORK												
02-315	Site Clearing & Earthwork - 50, 100 Paved	2,318,219.00			2,030,235.83	2,031,602.00	(2,632.20)		2,031,602.00	100.0%	(1,399.17)	
02-341	Small Tools - TWG Labor		(288,953.17)			245,824.27	9,057.71		245,824.27		(245,824.27)	
02-341	Small Tools - TWG					20,270.76	1,869.74		20,270.76		(20,270.76)	
02-344	Consumables - TWG					1,059.04			1,059.04			
02-350	Drilled Shafts - Anderson Drilling	3,450,345.00	84,055.00		3,534,400.00	3,534,400.00			3,534,400.00	100.0%	(69,358.74)	
02-356	Formwork Drivers/Operatives - TWG					48,748.38	7,972.38		56,720.76			
02-376	Port O Leds - TWG											
02-377	Signal Men - TWG											
02-393	Site Work - Unassigned											
DIVISION 3 - CONCRETE												
03-001	Floor Finishes Survey - TWG Labor					723.53	3,617.65		4,341.18		(4,341.18)	
03-030	Concrete Materials - Rinker Materials	22,774,475.00	788,589.49	1,350,974.48	24,914,035.97	23,668,002.49	133,728.16		23,668,002.49	95.1%	(1,277,463.32)	
03-030	Concrete Materials - Unassigned		19,835.15		13,805.13	1,582.82			1,582.82		(1,582.82)	
03-101	Reinforcing Concrete Pad for MEP - TWG Labor					3,245.40	1,081.00		4,327.20		(4,327.20)	
03-102	Reinforcing Sub Blockouts - TWG Labor						1,897.66		1,897.66		(1,897.66)	
03-105	In Fill Concrete Shaft Hoops - TWG Labor					4,481.40	4,481.48		8,962.88		(8,962.88)	
03-106	Reinforcing Floor Slabs - TWG Labor					41,047,089.89	(790,874.00)		40,256,215.89	98.1%	(761,464.27)	
03-210	Concrete Reinforcing - Pacific Coast Steel	48,770,307.00	7,741,786.79		56,512,093.79	5,658,382.92	150,866.10		5,809,249.02	95.9%	(952,742.81)	
03-210	Steel Reinforcing - Pacific Coast Steel		6,819,005.43		1,690,885.72				1,690,885.72	0.0%	(1,690,885.72)	
03-210	Rebar, Signl - Unassigned		1,160,885.72								(1,160,885.72)	
03-300	Cast in Place Concrete - Unassigned	79,481,011.00	(1,342,224.18)		78,138,786.82	78,138,786.82	39,168.65		78,138,786.82	100.2%	(154,076.19)	
03-300	Cast in Place Concrete - Unassigned		351,823.00		69,000.00				69,000.00	0.0%	(69,000.00)	
03-310	Concrete Curing - Safety Mats, Testing & Inspection		248,085.75		51,904.25	342,680.29	51,904.25		394,584.54	100.0%	(51,904.25)	
03-310	Concrete Curing - Unassigned		1,904.25		148,149.00	125,594.94	6,922.75		132,517.69	89.8%	(16,031.31)	
03-310	Concrete Curing - Grizzly Mats, Testing & Inspection											
DIVISION 5 - CARPENTRY												
05-100	Rough Carpentry - Unassigned	947,333.00	(947,303.00)			1,900.58	3,828.94		5,729.52	0.0%	(5,729.52)	
05-100	Rough Carpentry - TWG Labor					1,440.40	1,412.22		2,852.62	20.0%	(6,999.69)	
05-101	CDX Fire Retardant Plywood - Dehaet Lumber		9,821.37		9,821.37	506.76			506.76		(506.76)	
05-101	CDX Fire Retardant Plywood - TWG Labor											
05-200	Finish Carpentry - Gallagher-Keller Corp.	8,955,100.00	(8,458,100.00)		2,500,000.00	2,606.95	2,768.42		5,375.37	-0.0%	(5,375.37)	
05-200	Furniture Record					4,019,745.90			4,019,745.90	66.4%	(61,002.44)	
05-401	Architectural Woodwork & Specialties - Colligate Interiors	5,225,530.00	(1,200,907.80)		4,170,748.54						(15,144.48)	
05-401	Architectural Woodwork - Unassigned		15,144.48		15,144.48				15,144.48	0.0%	(15,144.48)	
05-412	Vanilla Installation - DogoXp		1,822,656.82		1,659,656.82	581,418.52	87,361.89		668,780.41	37.9%	(1,000,878.41)	
05-412	Vanilla Installation - Unassigned	2,895,000.00	(2,560,982.54)		3,007,489.42						(181,007.40)	
05-410	Cabinetry - M3 Procurement and Design	2,480,075.00	(2,485,975.00)		5,000.00	1,858,400.17	274,490.59		2,132,890.76	88.1%	(5,000.00)	
05-410	Cabinetry - Unassigned		949,858.78		949,858.78				949,858.78	24.8%	(714,207.79)	
05-411	Kitchen Cabinet Installation - Paramount Wood Enterprises		314,038.71		314,038.71	235,651.00	3,788.91		239,440.91	31.4%	(6,900.47)	
05-411	Kitchen Cabinet Installation - Unassigned					96,721.87			96,721.87	0.0%	(96,721.87)	
05-470	Perimeter Protection - Dehaet Lumber					1,291.81			1,291.81		(1,291.81)	
05-512	Protection of New Work					17,081.77	3,624.08		20,705.85		(20,705.85)	
05-501	Site Work - TWG					482,391.53	21,720.02		504,111.55		(604,111.55)	
05-512	Skylight Carpenter - TWG					4,054.25	2,339.40		6,393.65		(19,983.33)	
05-512	Skylight Carpenter - TWG										(2,339.40)	

0703 CONTINUATION SHEET
 FONTAINEBLEAU LAS VEGAS
 TOWER
 JOB#10200

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

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED ON SITE (D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+G+E)	BALANCE TO FINISH (G+H)	RETAINAGE
DIVISION 7 - THERMAL								
07-100	Waterproofing - Ebarhard SIV Roofing	2,020,205.25		1,009,854.00	118,520.00	1,128,123.00	892,082.25	112,845.00
07-101	Waterproofing - Unassigned	2,300,000.00					305,229.00	
07-250	Fireproofing - Unassigned	319,793.00		4,679,910.75	574,285.81	5,253,190.56	150,507.00	623,318.37
07-270	Fire Stopping - F. Rodgers Corp.	6,769,425.35		1,512.50	6,375.00	14,287.50	8,845.00	
07-270	Plant Check Fees/Engineering Fees	5,432.50						
07-270	Fire Stopping - Unassigned	6,820,000.00		14,151.48		14,151.48	36,946.82	1,416.74
07-271	Building Insulation/Precastings - Insulation Products	50,000.00						
07-500	Membrane Roofing - Unassigned	649,248.00					649,248.00	
DIVISION 8 - DOORS/WINDOWS								
08-100	Metal Doors & Frames - Calligraph-Kaiser	17,800,000.00		11,408,208.04	489,554.00	11,897,762.04	14,652,987.89	1,160,888.00
08-100	Doors & Frames - Architectural Materials, LLC	3,347,225.18		42,102,714.60	217,091.68	13,516,707.94	7,959,936.07	1,333,031.04
08-100	Doors & Frames - Forensia Engineering, Inc.	21,347,845.91		2,241.20		2,241.20	2,241.20	
08-100	Doors & Frames - Unassigned	22,638.00						
08-510	Window Channel - Atlas Construction, Clearcote			70,875.75	70.94	80,046.69	100,046.69	
08-500	Cladding - Harsco & Sons	4,830,685.76		3,693,784.72		3,893,784.72	63,897.98	8,748,927.72
08-800	Cladding - Unassigned	4,271,950.00						
08-900	Curtain Wall - Materials Only - Zellan Systems	41,809,292.71		37,052,878.12		37,052,878.12	3,756,414.59	3,144,161.75
08-900	Curtain Wall - Metal, Labor Only - Embassy Glass	3,529,046.17		3,529,046.17		3,529,046.17	3,529,046.17	3,529,046.17
08-900	Curtain Wall - Unassigned	5,375.50		5,375.50		5,375.50	5,375.50	5,375.50
08-900	Curtain Wall - Unassigned	9,680,484.00		3,467,828.74	1,549,301.02	5,017,130.76	4,673,352.24	51,714
08-900	Glazed Curtain Walls - Unassigned	57,498,434.00		38,800.08	7,075.00	45,875.08	1,003,121.96	600,802.76
08-901	Misc. Glass Install & Material	34,742.12		169,031.75		169,031.75	1,174.56	
08-902	Monorail Hoisting System for Glass Installation - Signal-Rite	1,458.55		1,458.55		1,458.55	1,458.55	
08-902	Monorail Hoisting System Misc Material - Fasteners	243.52		8,000.00		8,000.00	8,000.00	
08-902	Monorail Hoisting System Misc Material - White Cap	5,000.00		2,073.34		2,073.34	2,073.34	
08-902	Monorail Hoisting System Misc Material - Unassigned	13,478.00		30,593.78		30,593.78	30,593.78	
08-902	Monorail Hoisting System Misc Material - Unassigned	30,447.71		15,282.81		15,282.81	15,282.81	
08-902	Monorail Hoisting System Misc Material - Unassigned	8,378.06		17,391.07		17,391.07	17,391.07	
08-902	Monorail Hoisting System Misc Material - Unassigned	5,118.90		1,099.84		1,099.84	1,099.84	
08-902	Monorail Hoisting System Misc Material - Unassigned	15,013.74		5,070.07		5,070.07	5,070.07	
08-902	Monorail Hoisting System Misc Material - Unassigned	10,370.73		9,134.05		9,134.05	9,134.05	
DIVISION 9 - FINISHES-EXTERIOR								
09-001	Polychlor Labor - TWC	200,000.00		2,170.39	3,617.65	5,788.04	16,789.24	
09-200	Acrylics Control - Unassigned	73,920,385.89		47,358,812.00	5,545,801.00	53,104,813.00	20,743,379.88	6,010,178.80
09-250	Building Insulation & Firestop - Unassigned	1,280,515.75					1,280,515.75	
09-251	Demos of Mockup-Mendocino Warehouse - Atlas Bldg & Dvlp	2,155.00		8,423.75		8,423.75	2,155.00	
09-300	Tile & Stone - Silver Stone Marble	24,565,719.00		7,493,351.00	1,260,338.00	8,753,689.00	13,812,030.00	875,338.00
09-300-1	Tile & Stone - ITAL	1,580,765.00		1,845,917.64	75.71	3,436,691.35	1,845,917.64	
09-300-2	Tile & Stone - ITAL	812,000.00		593,900.00	62,400.00	1,248,300.00	39,655.00	
09-300-3	Tile & Stone - ITAL	897,865.11		370,004.41	219,238.53	589,243.34	86,902.77	
09-300-4	Tile & Stone - ITAL	559,521.00		408,384.55	42,849.52	859,618.07	109,238.53	
09-300-5	Tile & Stone - ITAL	279,378.00		279,378.00		279,378.00	279,378.00	
09-300	Stone Tile - Unassigned	4,046,864.88					4,046,864.88	
09-300	Stone Tile - Unassigned	3,259,870.86		3,237,946.91	41,441.89	3,279,318.89	1,998,904.88	
09-310	Porcelain & Ceramic Tile - Porcelab America, Inc.	3,300,000.00		770,841.35	23,117.22	841,319.57	1,998,904.88	
09-310	Porcelain Tile Mail - Unassigned						1,998,904.88	
09-630	Stone/Marble Material - SMES	788,507.33					788,507.33	

APPLICATION NUMBER 1231/2008
 APPLICATION DATE 12/31/2008
 PERIOD TO

FONTAINEBLEAU LAS VEGAS TOWER
 JOB #10200

G703 CONTINUATION SHEET
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for the items may apply

A	B	C	D	E	F	G	H	I			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK COMPLETED THIS PERIOD	MATERIALS PREVIOUSLY STORED (NOT FOR DORS)	TOTAL COMPLETED AND STORED TO DATE (DORS)	% (GC)	BALANCE TO FINISH (G)	RETAINAGE
09-630-1	Marble Tile & Sub - ITAL	53,914.50			53,914.50	65,827.50		65,827.50	103.6%	(12,913.00)	
09-630-2	Marble Tile & Sub - ITAL	33,277.50			33,277.50	33,277.50		33,277.50	100.0%		
09-630-3	Marble Tile & Sub - ITAL	287,200.65			287,200.65	282,091.10		282,091.10	94.1%	15,108.55	
09-630-4	Marble Tile & Sub - ITAL	45,084.00			45,084.00	45,084.00		45,084.00	100.0%		
09-630-5	Marble Tile & Sub - ITAL	34,731.00			34,731.00	34,950.00		34,950.00	98.0%	681.00	
09-630-6	Marble Tile & Sub - ITAL	11,487.38			11,487.38	7,997.27		7,997.27	68.6%	3,500.11	
09-630-7	Marble Tile & Sub - ITAL	473,930.20			473,930.20	464,895.18		464,895.18	91.4%	43,447.02	
09-630-8	Marble Tile & Sub - ITAL	4,551.33			4,551.33	4,501.33		4,501.33	90.0%	500.00	
09-630-9	Marble Tile & Sub - ITAL	18,159.97			18,159.97	40,997.12		40,997.12	225.8%	(22,837.15)	
09-630-10	Marble Tile & Sub - ITAL	43,508.64			43,508.64	43,603.48		43,603.48	100.2%	(94.84)	
09-630-11	Marble Tile & Sub - ITAL	2,820,804.25			2,820,804.25	43,603.48		43,603.48	0.0%	2,810,900.77	
09-630-12	Marble Tile & Sub - ITAL	1,993,778.18			1,993,778.18	244,700.32		244,700.32	61.3%	1,749,077.86	
09-630-13	Marble Tile & Sub - ITAL	3,558,860.05			3,558,860.05	455,822.00		455,822.00	17.6%	3,103,038.05	
09-630-14	Marble Tile & Sub - ITAL	2,512,613.31			2,512,613.31	512,041.00		512,041.00	20.4%	2,000,572.31	
09-630-15	Marble Tile & Sub - ITAL	31,878.50			31,878.50	295,884.92		295,884.92	43.7%	306,906.40	
09-630-16	Marble Tile & Sub - ITAL	989,382.72			989,382.72	97,431.77		97,431.77	9.9%	891,950.95	
09-630-17	Marble Tile & Sub - ITAL	243,920.00			243,920.00	1,410,106.82		1,410,106.82	48.8%	1,166,213.18	
09-630-18	Marble Tile & Sub - ITAL	11,962,442.92			11,962,442.92	4,195,275.00		4,195,275.00	35.1%	7,767,167.92	
09-630-19	Marble Tile & Sub - ITAL	112,699,699.22			112,699,699.22	78,752.51		78,752.51	0.0%	112,620,946.71	
09-630-20	Marble Tile & Sub - ITAL	314,900.00			314,900.00				0.0%	314,900.00	
09-630-21	Marble Tile & Sub - ITAL					421,102.00		421,102.00	38.0%	1,122,798.00	
09-630-22	Marble Tile & Sub - ITAL	250,280.00			250,280.00	192,267.80		192,267.80	77.0%	58,012.20	
09-630-23	Marble Tile & Sub - ITAL	1,195,100.82			1,195,100.82				0.0%	1,195,100.82	
09-630-24	Marble Tile & Sub - ITAL	650,000.00			650,000.00				0.0%	650,000.00	
09-630-25	Marble Tile & Sub - ITAL	314,900.00			314,900.00				0.0%	314,900.00	
09-630-26	Marble Tile & Sub - ITAL					192,267.80		192,267.80	8.9%	1,302,832.15	
09-630-27	Marble Tile & Sub - ITAL					59,594.92		59,594.92	0.0%	59,594.92	
09-630-28	Marble Tile & Sub - ITAL					1,410,106.82		1,410,106.82	48.8%	1,166,213.18	
09-630-29	Marble Tile & Sub - ITAL					78,752.51		78,752.51	0.0%	78,752.51	
09-630-30	Marble Tile & Sub - ITAL								0.0%		
09-630-31	Marble Tile & Sub - ITAL								0.0%		
09-630-32	Marble Tile & Sub - ITAL								0.0%		
09-630-33	Marble Tile & Sub - ITAL								0.0%		
09-630-34	Marble Tile & Sub - ITAL								0.0%		
09-630-35	Marble Tile & Sub - ITAL								0.0%		
09-630-36	Marble Tile & Sub - ITAL								0.0%		
09-630-37	Marble Tile & Sub - ITAL								0.0%		
09-630-38	Marble Tile & Sub - ITAL								0.0%		
09-630-39	Marble Tile & Sub - ITAL								0.0%		
09-630-40	Marble Tile & Sub - ITAL								0.0%		
09-630-41	Marble Tile & Sub - ITAL								0.0%		
09-630-42	Marble Tile & Sub - ITAL								0.0%		
09-630-43	Marble Tile & Sub - ITAL								0.0%		
09-630-44	Marble Tile & Sub - ITAL								0.0%		
09-630-45	Marble Tile & Sub - ITAL								0.0%		
09-630-46	Marble Tile & Sub - ITAL								0.0%		
09-630-47	Marble Tile & Sub - ITAL								0.0%		
09-630-48	Marble Tile & Sub - ITAL								0.0%		
09-630-49	Marble Tile & Sub - ITAL								0.0%		
09-630-50	Marble Tile & Sub - ITAL								0.0%		
09-630-51	Marble Tile & Sub - ITAL								0.0%		
09-630-52	Marble Tile & Sub - ITAL								0.0%		
09-630-53	Marble Tile & Sub - ITAL								0.0%		
09-630-54	Marble Tile & Sub - ITAL								0.0%		
09-630-55	Marble Tile & Sub - ITAL								0.0%		
09-630-56	Marble Tile & Sub - ITAL								0.0%		
09-630-57	Marble Tile & Sub - ITAL								0.0%		
09-630-58	Marble Tile & Sub - ITAL								0.0%		
09-630-59	Marble Tile & Sub - ITAL								0.0%		
09-630-60	Marble Tile & Sub - ITAL								0.0%		
09-630-61	Marble Tile & Sub - ITAL								0.0%		
09-630-62	Marble Tile & Sub - ITAL								0.0%		
09-630-63	Marble Tile & Sub - ITAL								0.0%		
09-630-64	Marble Tile & Sub - ITAL								0.0%		
09-630-65	Marble Tile & Sub - ITAL								0.0%		
09-630-66	Marble Tile & Sub - ITAL								0.0%		
09-630-67	Marble Tile & Sub - ITAL								0.0%		
09-630-68	Marble Tile & Sub - ITAL								0.0%		
09-630-69	Marble Tile & Sub - ITAL								0.0%		
09-630-70	Marble Tile & Sub - ITAL								0.0%		
09-630-71	Marble Tile & Sub - ITAL								0.0%		
09-630-72	Marble Tile & Sub - ITAL								0.0%		
09-630-73	Marble Tile & Sub - ITAL								0.0%		
09-630-74	Marble Tile & Sub - ITAL								0.0%		
09-630-75	Marble Tile & Sub - ITAL								0.0%		
09-630-76	Marble Tile & Sub - ITAL								0.0%		
09-630-77	Marble Tile & Sub - ITAL								0.0%		
09-630-78	Marble Tile & Sub - ITAL								0.0%		
09-630-79	Marble Tile & Sub - ITAL								0.0%		
09-630-80	Marble Tile & Sub - ITAL								0.0%		
09-630-81	Marble Tile & Sub - ITAL								0.0%		
09-630-82	Marble Tile & Sub - ITAL								0.0%		
09-630-83	Marble Tile & Sub - ITAL								0.0%		
09-630-84	Marble Tile & Sub - ITAL								0.0%		
09-630-85	Marble Tile & Sub - ITAL								0.0%		
09-630-86	Marble Tile & Sub - ITAL								0.0%		
09-630-87	Marble Tile & Sub - ITAL								0.0%		
09-630-88	Marble Tile & Sub - ITAL								0.0%		
09-630-89	Marble Tile & Sub - ITAL								0.0%		
09-630-90	Marble Tile & Sub - ITAL								0.0%		
09-630-91	Marble Tile & Sub - ITAL								0.0%		
09-630-92	Marble Tile & Sub - ITAL								0.0%		
09-630-93	Marble Tile & Sub - ITAL								0.0%		
09-630-94	Marble Tile & Sub - ITAL								0.0%		
09-630-95	Marble Tile & Sub - ITAL								0.0%		
09-630-96	Marble Tile & Sub - ITAL								0.0%		
09-630-97	Marble Tile & Sub - ITAL								0.0%		
09-630-98	Marble Tile & Sub - ITAL								0.0%		
09-630-99	Marble Tile & Sub - ITAL								0.0%		
09-630-100	Marble Tile & Sub - ITAL								0.0%		
09-630-101	Marble Tile & Sub - ITAL								0.0%		
09-630-102	Marble Tile & Sub - ITAL								0.0%		
09-630-103	Marble Tile & Sub - ITAL								0.0%		
09-630-104	Marble Tile & Sub - ITAL								0.0%		
09-630-105	Marble Tile & Sub - ITAL								0.0%		
09-630-106	Marble Tile & Sub - ITAL								0.0%		
09-630-107	Marble Tile & Sub - ITAL								0.0%		
09-630-108	Marble Tile & Sub - ITAL								0.0%		
09-630-109	Marble Tile & Sub - ITAL								0.0%		
09-630-110	Marble Tile & Sub - ITAL								0.0%		
09-630-111	Marble Tile & Sub - ITAL								0.0%		
09-630-112	Marble Tile & Sub - ITAL								0.0%		
09-630-113	Marble Tile & Sub - ITAL								0.0%		
09-630-114	Marble Tile & Sub - ITAL								0.0%		

FONTAINEBLEAU LAS VEGAS
TOWER
JOB #10200

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

GT03 CONTINUUM SHEET

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

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULED VALUE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION (PH)	E WORK COMPLETED THIS PERIOD	F MATERIALS STORED (NOTING D OR E)	G TOTAL COMPLETED AND STORED TO DATE (C+D+E)	H BALANCE TO FINISH (C-O)	I RETAINAGE
DIVISION 16 - ELECTRICAL											
16-050	Temp Power - Conf Electric	400,000.00	54,416.79		345,583.21	345,583.21			345,583.21	43,000.00	3,556.52
16-050	Electrical back materials & methods - Unassigned		43,500.00		43,500.00		1,403.14		1,403.14	1,403.14	
16-101	Telecom Backboards - TWC						8,600,459.00	1,173,127.00	72,092,736.29	53,552,584.43	7,400,292.00
16-200	Bronze Lighting/Emergency Conduit - Bombard Electric	111,500,000.00	14,055,339.63		125,555,339.63					988,077.95	
16-200	Power Generation - Unassigned		859,077.65		859,077.65					1,399,816.70	
16-201	Light Fix - S. Escalade and Crown @ Roof - Illuminating Concepts		3,500,000.00		3,500,000.00		11,704.30		11,704.30	11,704.30	
16-202	Undercabinet Lighting - Rise & Shine Lighting		22,642.39		22,642.39		12,546.25		21,387.50	1,254.83	
DIVISION 17 - MISCELLANEOUS											
17-010	Miscellaneous Labor - TWC										
17-020	Unkn Bonolis - TWC		201,553.39		201,553.39		123,229.44		144,352.28	(144,352.28)	
17-030	Paint/Towers - TWC		47,317.37		47,317.37		23,877.33		23,877.33	(168,552.23)	
17-100	Construction Clean-up Labor - TWC		475,551.62		475,551.62		52,594.75		920,652.19	(645,310.57)	
17-200	Water Leak Cleanup Labor (BCH) - TWC						945.10		945.10	(945.10)	
17-471	Guzzling Personnel Labor - TWC						8,645.88		28,974.35	(20,328.45)	
17-472	Compositis Crew Cleanup Labor - TWC						12,267.00		39,844.10	(27,577.10)	
17-473	PT Cable Repair Labor - TWC						1,312.75		1,312.75	(1,312.75)	
17-512	Bushing Concrete for Tilt Labe - TWC						11,948.37		50,418.95	(38,470.58)	
17-513	Sothing Concrete for Canal Labor/Materials						15,001.53		37,720.27	(22,718.74)	
17-514	Set Up & Breakdown Concrete Labor/Materials						2,052.87		11,854.25	(9,801.38)	
17-516	Set up & Breakdown Landings and Platforms - TWC						5,022.65		9,633.82	(4,611.17)	
17-516	Laying Floor Coverings for Protection - TWC						656.38		1,045.34	(388.96)	
17-517	Column repair (due to safety cable hole) - TWC						3,160.30		5,345.20	(2,184.90)	
17-520	Concrete Spill Clean-Up - Southern Nevada Paving		30,556.00		30,556.00		30,556.00		30,556.00	(30,556.00)	
17-533	Safety Tie-Off Embark						171.33		171.33	(171.33)	
OMISION 18 - CRANES											
18-00	Processors/Maintenance - American Crane & Hoist		2,280,805.54	5,125.00	2,285,930.54	1,846,916.00	38,875.00		1,885,791.00	1,885,791.00	
18-00	Operations - Republic Crane Service, LLC		10,780,082.40		10,780,082.40	8,227,028.00	462,489.00		8,749,517.00	2,030,565.40	
18-00	Rental - Republic Towers & Hoist		9,285,500.00		9,285,500.00	7,784,198.00	5,101.00		7,789,299.00	1,506,301.00	
18-00	Cranes & Hoisting Miscellaneous										
18-00	Cranes & Hoisting Unassigned										
18-05	Elevator Operators - Republic Crane Service, LLC										
18-05	Elevator Operators - Unassigned										
18-10	Misc Cranes - Unassigned										
18-10	Misc Cranes - Unassigned										
18-110	Misc Cranes - Charles Resolving Company										
18-113	Misc. Crane Maintenance & Upkeep										
AREA 100											
	NORTH POOLUM										
	Crane/Maint Operators Imposition										
	LEED tax projection										
	Rounding		(0.50)		(0.50)						
	Subtotal - Turnberry West Construction Div 1-16	670,888,430.00	78,961,876.58	4,081,870.03	753,930,386.61	501,115,723.77	30,132,398.23	5,087,915.41	536,995,765.41	217,004,219.20	339,177,928.85
	Turnberry West Construction-LEED TAX CREDIT		(12,361,495.52)		(12,361,495.52)						
	Turnberry West Construction-OCIP Estimated	(17,187,500.00)	10,596,497.92		(6,591,002.08)						
	Turnberry West Construction-Commitment Against PCO		(28,259,617.57)		(28,259,617.57)						
	Turnberry West Construction-Transfer to LEED										
	PROJECT TOTAL	553,718,930.00	40,939,363.41	1,541,878.00	704,200,971.41	501,115,723.77	30,132,398.23	5,087,915.41	536,995,765.41	217,004,219.20	339,177,928.85

APPLICATION NUMBER 25
 APPLICATION DATE 12/31/2009
 PERIOD TO 12/31/2009

FONTAINEBLEAU LAS VEGAS
 TOWER
 JOB #10200

6703 CONTINUUM SHEET
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's
 signed Certification is attached.
 Use Column 1 on Contracts where variable relationships for the items may apply

A	B	C	D	E	F	G	H	I			
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE VALUES	WORK COMPLETED THIS PERIOD	MATERIALS STORED TO DATE (NOT IN P.O.R.S.)	TOTAL COMPLETED AND STORED TO DATE (C+E+F)	% COMPLETE	BALANCE TO BUSH	RETAINAGE
	NORTH PODIUM - DETAIL										
DIVISION 2 - SITE WORK											
02-250	Operating JLG - Laborer - TWC					6,139.61		6,139.61	0.0%		
02-251	Operating JLG - Carpenter - TWC					2,163.26		2,163.26	0.0%		
DIVISION 3 - CONCRETE											
03-103	Anchor Bolt DAE - TWC					1,705.08		1,705.08	0.0%		
03-500	Cementitious Decks		23,184.00		23,184.00			23,184.00	0.0%		
03-640	Concrete Curing - A-1 Concrete Curing					9,028.99		9,028.99	0.0%		
DIVISION 3 - METALS											
03-100	Structural Metal Framing		200,717.00		200,717.00			200,717.00	0.0%		
03-101	DAE Embed DSGN - Laborer - TWC					3,881.30		3,881.30	0.0%		
03-102	DAE Embed DSGN - Carpenter - TWC					3,234.08		3,234.08	0.0%		
03-103	DAE Embed STMT - Laborer - TWC					388.96		388.96	0.0%		
03-120	Structural Steel		3,980,872.00		3,980,872.00			3,980,872.00	0.0%		
03-200	Structural Steel - W & W Steel		220,730.00		220,730.00			220,730.00	0.0%		
DIVISION 6 - WOOD & PLASTICS											
06-100	Rough Carpentry		27,370.00		27,370.00			27,370.00	0.0%		
06-200	Finish Carpentry		158,448.00		158,448.00			158,448.00	0.0%		
06-220	Millwork		447,810.00		447,810.00			447,810.00	0.0%		
06-341	Small Tool/Hardware					4,619.50		4,619.50	0.0%		
06-350	Equipment Rental					36,632.00		36,632.00	0.0%		
06-460	Wood Door Frames					1,011.26		1,011.26	0.0%		
06-533	Safety Carpenter - TWC		54,215.00		54,215.00	1,666.60		1,666.60	0.0%		
06-934	Cleanup Laborer - TWC					1,166.88		1,166.88	0.0%		
06-935	Benefit Operator - TWC					(1,288.43)		(1,288.43)	0.0%		
DIVISION 7 - THERMAL/MOISTURE											
07-100	Waterproofing		278,764.00		278,764.00			278,764.00	0.0%		
07-200	Insulation		7,503.00		7,503.00			7,503.00	0.0%		
07-250	Membrane Roofing		731,439.00		731,439.00			731,439.00	0.0%		
07-500	Membrane Roofing		798,389.00		798,389.00			798,389.00	0.0%		
07-600	Finishing & Sheet Metal		84,351.00		84,351.00			84,351.00	0.0%		
DIVISION 8 - DOORS AND WINDOWS											
08-100	Metal Doors & Frames		14,650.00		14,650.00			14,650.00	0.0%		
08-400	Entrances & Storefronts		2,235,355.00		2,235,355.00			2,235,355.00	0.0%		
08-600	Glazing		1,695,996.00		1,695,996.00			1,695,996.00	0.0%		
DIVISION 9 - FINISHES											
09-250	Gypsum Wallboard		1,489,807.00		1,489,807.00			1,489,807.00	0.0%		
09-300	Tile		717,538.00		717,538.00			717,538.00	0.0%		
09-510	Acoustical Ceilings		3,091,897.00		3,091,897.00			3,091,897.00	0.0%		
09-550	Resilient Flooring		828.00		828.00			828.00	0.0%		
09-600	Carpeting		69,445.00		69,445.00			69,445.00	0.0%		
09-900	Painting		1,096,728.00		1,096,728.00			1,096,728.00	0.0%		
DIVISION 13 - SPECIAL CONSTRUCTION											
13-150	Pools		1,040,000.00		1,040,000.00			1,040,000.00	0.0%		
DIVISION 17 - MISCELLANEOUS											
17-100	Construction Cleanup Labor - TWC					2,632.24		2,632.24	0.0%		
	TOTAL NORTH PODIUM		17,442,684.00		17,442,684.00	378,597.85	29,629.62	17,741,311.47	0.0%	17,741,311.47	16,568.20

(Instructions on reverse side) PAGE ONE OF PAGES

AIA DOCUMENT G701

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

JOB # 10300 **CONTRACT DATE:**

VIA ARCHITECT: Bergman, Wells & Associates, Ltd.

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

DISTRIBUTION NO.: OWNER ARCHITECT CONTRACTOR FIELD OTHER

The undersigned Contractor certifies that to the best of the Contractor's knowledge, belief, opinion and belief the Work covered by this Application for Payment has been completed. In accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 By: *Robert A. DeLoach*
 State of: Nevada
 County of: Clark
 Subscribed and sworn to before me this 5th day of January 2009
 Notary Public: *S. Robert DeLoach*
 My Commission Expires: 12/31/11

Date: 1/5/09
 Nelli E. Martin
 Notary Public
 State of Nevada
 Date Appointment Expires: 12/31/11
 Commission No. 723-9107

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data complying therewith, the architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: 15,204,162.07
 (Attach explanation of amount certified annex form the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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

1. ORIGINAL CONTRACT SUM..... \$ 379,895,718.00
2. Net Change by Change Orders..... \$ 61,637,603.32
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$ 441,533,321.32
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$ 348,272,022.45
5. RETAINAGE:
 - a. % of Completed Work (Columns D + E on G703)..... \$ 20,685,833.11
 - b. % of Stored Material (Column F on G703)..... \$
6. TOTAL EARNED LESS RETAINAGE (Lines 5a + 5b or Total in Column I of G703)..... \$ 20,685,833.11
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 less Line 5 Total)..... \$ 327,687,188.34
8. LESS PREVIOUS OWNER FUNDINGS..... \$ 6,189,900.31
9. CURRENT PAYMENT DUE..... \$ 15,204,162.07
10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)..... \$ 113,846,131.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 74,735,149.53	\$ (14,207,935.21)
Total approved this month	\$ 1,093,389.00	\$
TOTALS	\$ 75,845,538.53	\$ (14,207,935.21)
NET CHANGES by Change Order	\$ 61,637,603.32	

Sum 12-30-08

INFORMATION SHEET
 FORTNEBEL LAS VEGAS
 GANAGE, CONVENTION CENTER & CENTRAL PLANT
 JOB # 1009

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
 Use Column for Contracts where vendors release liability for work may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D PRIORITY REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE OF VALUES	G TOTAL WORK COMPLETED FROM PREVIOUS APPLICATION	H MATERIALS PRESENTLY INSTALLED (UNLESS OTHERWISE NOTED)	I TOTAL WORK COMPLETED TO DATE	J TOTAL WORK TO BE COMPLETED TO DATE	K TOTAL WORK TO BE COMPLETED TO DATE
06-470	Perimeter Protection - Direct Lumber	188,481.00	(6,877,558)	(827,780)	(497,265.58)	4,093.65	7,443.97	11,541.62	11,541.62	11,541.62
06-471	Perimeter Protection - 2x4x8 Construction Supply	36,530.00	(26,850.00)		(38,530.00)	581.53	581.53	581.53	581.53	581.53
06-472	Safety Concrete Labor - Transitec TMC	82,051.67	(52,051.67)		(60,203.71)	81,426.67	81,426.67	81,426.67	81,426.67	81,426.67
06-473	Safety Labor Transitec TMC	675,567.00	(510,000.00)	(29,820.01)	(490,179.00)	3,043.29	3,043.29	3,043.29	3,043.29	3,043.29
07-100	Watershed - Transitec Management, Inc.	18,100,074.13	(17,403,601.00)	(41,000)	(18,090,183.12)	1,084,460.00	1,084,460.00	1,084,460.00	1,084,460.00	1,084,460.00
07-101	Watershed - Unassigned	37,474,531.00	(1,429,334.82)	(5,254.87)	(35,989,450.69)	450.00	450.00	450.00	450.00	450.00
07-110	The Main Builders - RAM Construction	18,100,074.13	(18,100,074.13)		(18,100,074.13)	39,454.04	39,454.04	39,454.04	39,454.04	39,454.04
07-120	Franklin - Unassigned	1,183,311.24	(809,311.00)		(374,000.24)	374,000.24	374,000.24	374,000.24	374,000.24	374,000.24
07-130	ESF - Unassigned	8,619,389.00	(8,619,389.00)		(8,619,389.00)	32,359.97	32,359.97	32,359.97	32,359.97	32,359.97
07-140	ESF - Unassigned	2,500,000.00	(2,500,000.00)		(2,500,000.00)	62,153.57	62,153.57	62,153.57	62,153.57	62,153.57
07-150	ESF - Unassigned	272,307.00	(272,307.00)		(272,307.00)	162,441.00	162,441.00	162,441.00	162,441.00	162,441.00
07-160	ESF - Unassigned	3,012,213.00	(3,012,213.00)		(3,012,213.00)	39,532.72	39,532.72	39,532.72	39,532.72	39,532.72
07-170	ESF - Unassigned	729,842.00	(729,842.00)		(729,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-180	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-190	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-200	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-210	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-220	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-230	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-240	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-250	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-260	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-270	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-280	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-290	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-300	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-310	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-320	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-330	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-340	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-350	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-360	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-370	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-380	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-390	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-400	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-410	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-420	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-430	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-440	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-450	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-460	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-470	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-480	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-490	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-500	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-510	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-520	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-530	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-540	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-550	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-560	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-570	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-580	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-590	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-600	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-610	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-620	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-630	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-640	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-650	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-660	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-670	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-680	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-690	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-700	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-710	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-720	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-730	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-740	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-750	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53	814,786.53	814,786.53	814,786.53
07-760	ESF - Unassigned	3,148,558.33	(3,148,558.33)		(3,148,558.33)	13,590.00	13,590.00	13,590.00	13,590.00	13,590.00
07-770	ESF - Unassigned	210,842.00	(210,842.00)		(210,842.00)	484,414.00	484,414.00	484,414.00	484,414.00	484,414.00
07-780	ESF - Unassigned	1,032,535.00	(1,032,535.00)		(1,032,535.00)	600.00	600.00	600.00	600.00	600.00
07-790	ESF - Unassigned	11,950.00	(11,950.00)		(11,950.00)	814,786.53	814,786.53			

PORTAFLEX LAS VEGAS
GARAGE, COMPETITION CENTERS & CENTRAL PLANT
JOB #10001

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's
Signed Certificate is attached.
Use Column 1 on Contract when visible schedule for the items may apply

INFORMATION SHEET

APPLICATION NUMBER: 09-10000
APPLICATION DATE: 08/10/09
PROJECT: 10000000

A	B	C	D	E	F	G	H
ITEM NO	DESCRIPTION OF WORK	SCHEDULE VALUES	FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED ON SITE	TOTAL COMPLETED AND STORED TO DATE	BALANCE TO BE PAID
MEETING ROOMS - DETAIL							
03-500	CONCRETE	5,260.00					5,260.00
03-501	Topping Slabs						1,718.00
03-502	METALS	1,718.00					42,472.00
05-100	Structural Metal Framing						70,718.00
05-120	Structural Steel	42,472.00					740,948.00
06-100	WOOD & PLASTICS	70,718.00					4,444.00
06-400	Rough Carpentry						20,083.00
06-410	Architectural Woodwork	70,718.00					1,945.00
06-542	Production of Floor Work	4,444.00					12,318.00
TERMINAL ROOSTERIE							
07-100	Welding	26,063.00					333,598.00
07-200	Installation	1,855.00					13,818.00
07-300	Signaling	12,318.00					13,818.00
DOORS AND WINDOWS							
08-100	Welding	333,598.00					333,598.00
08-200	Special Drums	15,828.00					13,818.00
08-300	Centralized & Coffin Doors	70,873.00					70,873.00
FINISHES							
09-200	Gypsum Wallboard	521,775.00					521,775.00
09-300	Tile	501,492.00					219,874.00
09-350	Tile & Stone Installation	219,874.00					333,000.00
09-310	Acoustical Flooding	230,000.00					19,065.00
09-330	Final Cleanup	10,000.00					2,300.00
09-370	Finish Applied Flooding	2,300.00					127,748.00
09-400	Carpentry	127,748.00					1,778.00
09-450	Painting	1,778.00					94,094.00
09-490	Wall Covering	94,094.00					54,878.00
09-495	Fresh Air Intakes	54,878.00					54,878.00
SPECIALTIES							
10-100	Metal Tank Compartments	50,234.00					50,234.00
10-200	Service Vents	108,428.00					108,428.00
10-300	Fire Protection Specialties	18,900.00					18,900.00
MISC. LABOR							
17-000	P-Memba Management	44,700.00					44,700.00
TOTAL MEETING ROOMS							3,311,134.00

APPLICATION AND CERTIFICATE FOR PAYMENT

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

DISTRIBUTION NO.: 25
 APPLICATION NO.: 12312008
 PERIOD TO: ARCHITECT
 CONTRACTOR ARCHITECT
 FIELD ARCHITECT
 OTHER ARCHITECT

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

JOB # 10400
 General Conditions
 VIA ARCHITECT: Bergman, Wells & Associates, Ltd.

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

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

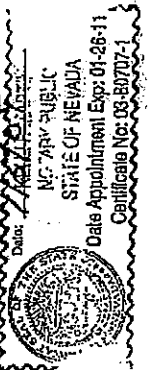
1. ORIGINAL CONTRACT SUM..... \$ 99,034,074.00
2. Net Change by Change Orders..... \$ (15,053,018.23)
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 78,841,054.77
4. TOTAL COMPLETED & STORED TO DATE..... \$ 75,729,063.55
(Column G on G703)
5. RETAINAGE:
 - a. % of Completed Work..... \$ 292,566.06
(Column D + E on G703)
 - b. % of Stored Material..... \$
(Column F on G703)

- Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$ 292,566.09
6. TOTAL EARNED LESS RETAINAGE..... \$ 76,434,097.49
(Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)..... \$ 71,406,148.18
 8. LESS PREVIOUS OWNER FUNDINGS..... \$ 2,524,858.12
 9. CURRENT PAYMENT DUE..... \$ 2,503,096.19
 10. BALANCE TO FINISH INCLUDING RETAINAGE
(Line 3 less Line 8)..... \$ 2,146,857.28

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Charges approved in previous months by Owner	\$ 11,085,852.77	\$ (25,613,842.00)
Total approved this month	\$ 4,018,400.00	\$ (4,510,600.00)
TOTALS	\$ 15,071,452.77	\$ (30,124,482.00)
NET CHANGES by Change Order	\$ (15,053,018.23)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts hereon have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 By: *Robert J. Galt*
 State of: Nevada
 County of: Clark
 Subscribed and sworn to before me this 25th day of December, 2009
 Notary Public: *Frederic J. Mott*
 My Commission expires: 12/31/11



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

ARCHITECT: *[Signature]*
 Date: 1/6/09
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RD 1230-08

APPLICATION NUMBER 12/23/08
 APPLICATION DATE 11/9/08
 PERIOD TO

FORTNEBELLA LAS VEGAS
 General Conditions
 JOB #1940

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

A ITEM NO	B DESCRIPTION OF WORK	G SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/G)	H BALANCE TO FINISH (C-G)	I RETAINAGE
Division 1 - BONDING		6,000,000.00	-2,948,830.00		3,051,170.00	6,988,640.00			6,988,640.00	0.78	662,530.00	
Division 1 - GENERAL CONDITIONS												
Total Division 1 - Consulting		24,282,242.00	34,624,625.00	1,845,400.00	29,386,167.00	27,444,059.81	1,688,227.21	0.00	29,132,287.02	0.99	285,338.98	
Total Division 1 - Field Engineering (Outside Staff)		3,257,200.00	2,110,596.16	238,000.00	6,408,784.16	6,172,795.16	34,186.36	0.00	6,206,981.51	0.87	201,663.65	
Total Division 1 - Hazmat Consulting		0.00	15,891.16	0.00	15,891.18	16,691.18			15,891.18	1.00	0.00	
Total Division 1 - OT for Inspector		200,000.00	-178,969.62	12,000.00	33,030.38	21,020.38	225.00		21,245.38	0.84	11,775.00	
Total Division 1 - Safety		4,038,707.00	1,587,185.59	282,000.00	5,898,202.59	5,624,202.59	234,435.08	0.00	5,858,638.45	1.00	27,564.14	
Total Division 1 Field Office Expense		2,787,880.00	816,698.41	93,000.00	3,797,578.41	3,704,578.41	41,235.01		3,745,814.22	0.99	51,764.18	30.83
Total Division 1 Temporary Utilities		4,000,200.00	-875,390.66	254,000.00	3,408,809.34	3,154,608.24	212,603.78		3,367,412.02	0.88	41,386.22	200,817.23
Total Division 1 Temporary Protection		5,107,850.00	1,507,068.46	245,000.00	7,249,918.46	7,094,218.46	210,108.51	0.00	7,304,326.97	1.00	94,691.49	13,000.00
Total Division 1 Material & Labor Blasting		8,854,850.00	3,182,174.77	518,000.00	12,515,024.77	11,987,024.38	467,202.00	0.00	12,454,226.38	1.00	50,798.99	78,806.00
Total Division 1 Clean-Up		3,286,625.00	-1,783,417.95	186,000.00	1,699,207.04	1,493,127.03	141,140.82		1,634,267.85	0.87	65,108.56	
Total Division 1 General Equipment & Tools		1,031,000.00	201,172.68	38,000.00	1,269,172.68	1,232,172.68	29,883.64		1,262,056.32	0.99	15,116.36	
Total Division 1 Project Documentation		364,000.00	-3,62,287.18	1,000.00	22,702.52	18,510.75	335.98		18,846.73	0.95	3,356.38	
Total Division 1 Misc Project Expenses		1,112,500.00	816,892.07	134,000.00	1,953,182.07	1,729,182.07	116,474.32	0.00	1,845,656.39	0.90	17,526.68	
Total Division 1 Reimbursable Engineering		2,678,000.00	-1,206,025.28	94,000.00	1,557,974.72	1,463,074.72	38,022.23	0.00	1,501,096.95	0.99	13,977.77	
Total Division 1 - Holding		25,233,410.00	-21,303,622.00	-4,510,600.00	417,858.00	757,824.29	-749,220.20	0.00	17,804.00	0.04	480,354.00	0.05
Rounding			0.00		-0.23						-0.23	
PROJECT TOTAL		93,634,074.00	-14,558,819.00	-494,200.00	78,581,054.77	74,821,952.53	2,504,711.02	0.00	76,326,663.55	0.85	3,654,391.22	282,566.05

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

VIA ARCHITECT: Bergman, Wallis & Associates, Ltd.

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

CONTRACT DATE:

Distribution No.:
 OWNER ARCHITECT
 CONTRACTOR FIELD
 OTHER

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that certain amounts shown hereth are new due.

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

State of: Nevada
 County of: Clark
 Subscribed and sworn to before me this 22nd day of December 2008
 My Commission Expires: 01-28-11
 My Commission Expires: 03-30-07-1

Notary Public:
 KELLY F. MARTIN
 NOTARY PUBLIC
 STATE OF NEVADA
 Certificate No. 03-80707-1

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on credits, observations and the data comprising this application, the Architect, limited to the best of the Architect's knowledge, information and belief the Work that progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$2,392,797.63
 (which explanation of amount certified differs from the amount applied. Initial all figures on this Application and on the Certificate Sheet that are subject to conform with the amount certified.)

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

See 12-30-08

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 699,115,066.00

2. Net Change by Change Orders..... \$ 109,335,337.37

3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 715,451,093.37

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$ 389,407,280.84

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

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 22,098,384.27

6. TOTAL EARNED LESS RETAINAGE..... \$ 366,308,906.37
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 343,816,108.74

8. LESS PREVIOUS OWNER FUNDINGS..... \$ -

9. CURRENT PAYMENT DUE..... \$ 22,392,797.63

10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)..... \$ 349,152,087.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 149,040,093.80	\$ (51,422,701.93)
Total approved this month	\$ 3,677,975.50	
TOTALS	\$ 152,718,069.30	\$ (51,422,701.93)
NET CHANGES by Change Order	\$ 109,335,337.37	\$ -

FONDAINEBEAU LAS VEGAS
 POSITION
 JOB # 10360

APPLICATION NUMBER
 125108
 APPLICATION DATE
 12/10/08

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed conditions is attached.
 Use Column 101 to indicate where valid date change for the items may apply

6703 CONTINUATION SHEET

A	B	C	D	E	F	G	H	I	
ITEM NO	DESCRIPTION OF WORK	REVISOR'S SCHEDULE OF VALUES	REVISIONS FROM PREVIOUS APPLICATION (DATE)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D.C.B.E.)	TOTAL COMPLETED AND STORED TO DATE (D.C.B.E.)	% (D.C.)	BALANCE TO FINISH (P-6)	RETAINAGE
DIVISION 2 - SITE WORK									
02-200	Mass Excavation - So. Nevada Paving	7,648,244.17	7,648,244.17	0.00	0.00	7,648,244.17	100.00%	-0.67	87,731,125
02-201	Mass Excavation - Unassigned	2,094.00	2,094.00	0.00	0.00	2,094.00	100.00%	2,094.00	0.00
02-220	Excavation & Backfill - So. Nevada Paving	3,394,400.00	3,394,400.00	135,271.00	135,271.00	3,529,671.00	89.20%	-392,514.20	238,480.00
02-220	Excavation & Backfill - Trunking/Materials	222,000.00	222,000.00	5,972.00	5,972.00	227,972.00	95.09%	8,027.78	0.00
02-230	Excavation & Backfill - Unassigned	96,224.46	27,632.29	0.00	0.00	96,224.46	0.00%	27,632.29	0.00
02-250	Shoring - Allied Trench Shoring	14,028.00	14,028.00	0.00	0.00	14,028.00	0.00%	488,771	0.00
02-315	Backfill Ramps/Crime & Hotel Peds - Raymond Khwoy	5,739.50	5,739.50	0.00	0.00	5,739.50	0.00%	139,500	0.00
02-315	Backfill Ramps/Crime & Hotel Peds - Unassigned	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%	0.00	0.00
02-335	Subgrade Preparation & Demolition - Unassigned	2,100,000.00	2,100,000.00	0.00	0.00	2,100,000.00	0.00%	0.00	0.00
02-401	Boiling Water Comp.	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
02-415	Drilled Pipe/Caissons - Ahum	12,837.84	12,837.84	0.00	0.00	12,837.84	100.00%	0.00	0.00
02-415	Drilled Pipe/Caissons - Bricho	9,485.39	9,485.39	0.00	0.00	9,485.39	100.00%	0.00	0.00
02-465	Drilled Pipe/Caissons - B. With Concrete Casing	4,591.00	4,591.00	0.00	0.00	4,591.00	100.00%	0.00	0.00
02-465	Drilled Pipe/Caissons - Labor	73,659.98	73,659.98	0.00	0.00	73,659.98	100.00%	0.00	0.00
02-465	Drilled Pipe/Caissons - Unassigned	8,334.47	8,334.47	0.00	0.00	8,334.47	0.00%	18,287.03	0.00
02-465	Drilled Pipe/Caissons - Anderson Drilling	278,650.06	278,650.06	0.00	0.00	278,650.06	100.00%	0.00	0.00
02-800	Landslipping - Tracy & Ryder	4,158,975.00	4,158,975.00	4,271.00	4,271.00	4,163,246.00	100.00%	5,187,717.00	0.00
02-800	Landslipping - Unassigned	125,000.00	125,000.00	127,358.00	127,358.00	252,358.00	203.92%	125,000.00	97,125.10
DIVISION 3 - CONCRETE									
03-050	Concrete Anchors - MULTI Inc.	21,740.39	21,740.39	0.00	0.00	21,740.39	70.85%	4,842.59	0.00
03-050	Concrete Helical - R/Mex Materials	8,652,986.11	8,652,986.11	843,058.04	843,058.04	9,496,044.15	108.59%	-801,748.76	0.00
03-050	Concrete Helical - Unassigned	123,000.00	123,000.00	0.00	0.00	123,000.00	0.00%	928,658.94	0.00
03-050	Concrete Projection	0.00	0.00	0.00	0.00	0.00	0.00%	-570,000.00	0.00
03-100	Concrete Formwork/Placement Equip. - Celsamill	35,601,470.90	35,601,470.90	2,237,444.00	2,237,444.00	37,838,914.90	106.28%	6,427,278.80	1,775,624.55
03-100	Concrete Formwork/Placement Equip. - Labor	6,878.10	6,878.10	0.00	0.00	6,878.10	0.00%	8,718.10	0.00
03-110	Structural Cast-in-Place - Unassigned	44,540,305.00	44,540,305.00	0.00	0.00	44,540,305.00	0.00%	3,708,192.40	0.00
03-120	Architectural Formwork - Tracy & Ryder	2,329,857.00	2,329,857.00	79,450.00	79,450.00	2,409,307.00	103.42%	1,722,948.00	0.00
03-120	Architectural Formwork - Unassigned	32,801.00	32,801.00	0.00	0.00	32,801.00	0.00%	283,201.20	0.00
03-200	Concrete Reinforcing Steel - Century Steel/Pacific Const. Inc.	4,055,028.24	4,055,028.24	107,831.56	107,831.56	4,162,859.80	103.88%	293,063.10	0.00
03-200	Concrete Reinforcing Steel - Unassigned	1,588,282.00	1,588,282.00	0.00	0.00	1,588,282.00	0.00%	727,827.01	0.00
03-300	Form Slabs - Hansen Industries	7,369.50	7,369.50	0.00	0.00	7,369.50	0.00%	23,550	0.00
03-300	Form Slabs - Unassigned	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
03-300-1	Specialty Formed Concrete - KAK Construction Supply(06-100)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
03-500	Foam Slabs - DECO Foam	1,212,740.00	1,212,740.00	0.00	0.00	1,212,740.00	0.00%	0.00	0.00
03-500	Formwork - Unassigned	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
03-900	Concrete Curing - E/Wit Concrete Curing	134,857.42	134,857.42	0.00	0.00	134,857.42	0.00%	7,151.95	0.00
03-900	Concrete Curing - Concrete E/Wit International	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00%	5,000.00	0.00
03-910	Concrete Curing - Concrete Curing of Nevada, Inc.	180,000.00	180,000.00	0.00	0.00	180,000.00	0.00%	81,035.00	0.00
03-940	Concrete Curing - Unassigned	100,553.00	100,553.00	523.00	523.00	101,076.00	100.80%	0.00	0.00
DIVISION 4 - MASONRY									
04-200	Masonry - Maxwell Masonry	892,792.00	892,792.00	0.00	0.00	892,792.00	57.54%	625,202.26	125,910.00
04-200	Masonry - Unassigned	1,162,573.00	1,162,573.00	0.00	0.00	1,162,573.00	0.00%	741,288.27	0.00
DIVISION 5 - METALS									
05-100	Structural Steel Framing - Unassigned	119,044,257.00	119,044,257.00	0.00	0.00	119,044,257.00	0.00%	0.00	0.00
05-100	Structural Steel Framing - KAWAY Steel	5,708,895.00	5,708,895.00	178,402,869.50	178,402,869.50	184,111,764.50	322.60%	4,745,959.49	6,911,450.00
05-100	Steel - Steel - Ciba & Spill - Ribbles Steel	87,117.00	87,117.00	997,117.00	997,117.00	1,084,234.00	124.58%	0.00	0.00
05-100	Steel - Steel - Unassigned	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
05-100	Macadamia Steel - Steel Erectors, Inc.	1,800,635.29	1,800,635.29	0.00	0.00	1,800,635.29	0.00%	6,834.44	0.00
05-100	Macadamia Steel - Steel Erectors, Inc.	6,954.16	6,954.16	1,079,184.38	1,079,184.38	1,086,138.54	15.55%	203,010.00	0.00
05-100	Macadamia Steel - Unassigned	37,212.45	37,212.45	6,852.72	6,852.72	44,065.17	11.84%	117.43	0.00
05-100	Macadamia Steel - Unassigned	4,946,744.23	4,946,744.23	0.00	0.00	4,946,744.23	0.00%	137,940.00	0.00
05-110	Macadamia Steel - Ribbles Steel	3,964,000.00	3,964,000.00	0.00	0.00	3,964,000.00	0.00%	1,210,775.52	934,706.11
05-110	Macadamia Steel - Unassigned	0.00	0.00	0.00	0.00	0.00	0.00%	306,352.83	0.00
05-200	Structural Metals - George M. Raymond Co.	5,731,303.00	5,731,303.00	0.00	0.00	5,731,303.00	0.00%	0.00	0.00
05-200	Structural Metals - Ribbles Steel	1,165.98	1,165.98	0.00	0.00	1,165.98	100.00%	0.00	0.00
05-700	Expansion Bolts - Performance Contracting, Inc.	601,189.80	601,189.80	0.00	0.00	601,189.80	0.00%	88,659.10	0.00
05-800	Expansion Bolts - Unassigned	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
05-998	Misc. Metals - Unassigned	440,450.00	440,450.00	0.00	0.00	440,450.00	0.00%	0.00	0.00

APPLICANT NUMBER
224188
12/21/88

FONVANTREAU LAS VEGAS

PDDUJH
JOB # 1030

SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column 14 to confirm when available relationships for the items they apply.

A ITEM NO	B DESCRIPTION OF WORK	C REVISIONS	D CURRENT REVISIONS	E REWORK COMPLETED THIS PERIOD FROM PREVIOUS APPLICATION (D-E)	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
09-250	FRANK & DONALD (Interiors) - George M. Raymond Co.	0.00	0.00	0.00			0.00%	0.00	0.00
09-251	Framing & Drywall (Interiors) - Unassigned	-41,804,559.00		0.00			0.00%	0.00	
09-252	Framing & Drywall (Exterior) - Unassigned	-9,881,819.00		0.00			0.00%	0.00	
09-253	Framing Sheetrock System Board - K 118 & S	(5,482,267.04)		7,811,315.00	843,033.00	8,654,348.00	55.90%	6,832,516.64	865,178.00
09-254	Framing Sheetrock System Board - Unassigned	274,643.00		0.00			0.00%	274,643.00	
09-310	Ceramic & Quarry Tile (Interiors) - Unassigned	-11,729,233.00		0.00			0.00%	0.00	
09-311	Acoustic Ceiling Tile - Unassigned	-2,119,632.00		0.00			0.00%	0.00	
09-312	Specialty Ceiling (Cone & Shell) - Unassigned	-5,581,705.00		0.00			0.00%	0.00	
09-313	FRP Walls - Unassigned	-315,935.00		0.00			0.00%	0.00	
09-314	Ceiling (Interiors) - Unassigned	-1,285,980.00		0.00			0.00%	0.00	
09-315	Realtor Flooring - Unassigned	-1,842,788.00		0.00			0.00%	0.00	
09-316	Paint & Wall Covering (Interiors) - George M. Raymond Co.	9.00		0.00			0.00%	0.00	
09-317	Paint & Wall Covering (Interiors) - Unassigned	-12,814,402.00		0.00			0.00%	0.00	
09-318	Special Flooring - Unassigned	-61,917.00		0.00			0.00%	0.00	
09-319	Paint & Wall Covering - George M. Raymond Co.	2,274,167.00		0.00			0.00%	0.00	
09-320	Paint & Wall Covering (Core & Shell) - Unassigned	-1,815,446.00		0.00			0.00%	0.00	
09-321	Shipping Lower Level Water - Unassigned	1,829,700.00		0.00			0.00%	0.00	
09-322	Unassigned Preforms for Pool Deck	17,774,020.00		0.00			0.00%	0.00	
09-390	Unassigned Preforms for Florida						0.00%		
DIVISION 10 - SPECIALTIES									
10-250	Wall Paper - Unassigned	-588,985.00		0.00			0.00%	0.00	
10-251	Wall Paper - Unassigned	6,312,844.00		0.00			0.00%	0.00	
10-252	Letter Pads - Unassigned	-12,537.00		0.00			0.00%	0.00	
10-500-1	Etcher P&L's - Synthetic Coatings Work	109,944.98		105,452.00		105,452.00	96.80%	1,492.98	
10-500-2	Etcher P&L's - Synthetic Coatings Work	6,805.60		6,800.00		6,800.00	98.04%	122.60	
10-500-3	Etcher P&L's - Unassigned	6,743.45		0.00			0.00%	6,743.45	
10-600	Operable Partitions - Modemold of NY	-117,067.00		0.00			0.00%	0.00	
10-800	Tobac Accessories - Unassigned	-331,986.00		0.00			0.00%	0.00	
DIVISION 11 - EQUIPMENT									
11-400	Window Washing System - Unassigned	600,000.00		0.00			0.00%	0.00	
11-400-1	Food & Beverage - Dursyl/F. Duncan	1,000,066.00		0.00			0.00%	0.00	
11-400-2	Food & Beverage - Unassigned	80,848.00		0.00			0.00%	0.00	
11-450	Residential Equipment - Unassigned						0.00%		
DIVISION 12 - SPECIAL CONSTRUCTION									
12-100	Lighting Protection - VEST Lighting Protection	0.00		0.00			0.00%	0.00	
12-150	Pool - Tray & Riser	84,000,344.85		62,473,863.66		62,473,863.66	74.37%	21,526,481.19	
12-150-1	Pool Deck/WP - Unassigned	-11,096,096.00		0.00			0.00%	0.00	
DIVISION 13 - CONNECTIONS									
13-100	Elevators/Escalators - ThyssenKrupp	3,942,154.76		7,464,350.83	11,760.00	8,216,708.88	84.55%	4,509,532.08	837,870.65
13-200	Elevators (Interiors) - Unassigned	446,000.00		0.00			0.00%	0.00	
13-300	Elevators & Escalators - Unassigned	-5,821,612.00		0.00			0.00%	0.00	
13-400	Special Lifts - Unassigned	1,241,537.00		0.00			0.00%	0.00	
13-500	Pool Deck/WP Chute - Henry Spas/Litex						0.00%		
DIVISION 14 - MECHANICAL									
14-100	Hydraulics - Desert Plumbing & Heating	0.00		6,051,470.00		6,051,470.00	27.04%	16,512,668.00	415,789.00
14-200	Fire Suppression - Unassigned	17,258,825.00		5,432,836.00		5,432,836.00	31.50%	11,825,989.00	851,598.00
14-300	Fire Suppression - Unassigned	23,448,643.00		11,438,728.44		11,438,728.44	48.79%	12,009,914.56	694,643.97
14-400	Plumbing - Desert Plumbing	0.00		0.00			0.00%	0.00	
14-500	Pumbing - Unassigned	174,583.46		0.00			0.00%	0.00	
14-600	Air Handling Units - Unassigned	700,585.46		0.00			0.00%	0.00	
14-672	Air Handling Units - Unassigned	7,411,543.45		3,087,437.00		3,087,437.00	41.65%	4,324,106.45	188,286.00
14-672-1	HVAC Duct - Unassigned	6,940,186.86		0.00			0.00%	0.00	
14-672-2	HVAC Duct - Unassigned	-20,233,653.99		12,947,708.00		12,947,708.00	63.99%	17,285,951.99	1,481,849.00
14-672-3	HVAC Duct - Unassigned	221,840.00		3,738,156.00		3,738,156.00	1,686%	3,516,316.00	

FONTAINEBLEAU LAS VEGAS
POODUM
JOB # 10000

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certifications attached.
Use Column I on Contracts where applicable otherwise for the same may apply

6103 CONTINUA SHEET

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE VALUES	G WORK COMPLETED THIS PERIOD	H MATERIALS PRESENTLY ORDERED (NOT IN ORDER)	I TOTAL COMPLETED TO DATE (0+5+7)	J % (0-100)	K BALANCE TO FINISH (0-5)	L RETAINAGE
DIVISION 16 - ELECTRICAL											
16-000	16-000 Electrical - Communication - Cashman Equipment										
16-000	16-000 Electrical - Control Electric	74,145,321.00	-10,834,550.78	272,482.22	60,510,072.22	70,813.40	1,305.76	71,092.34	26.43%	300,492.86	2,313,060.56
16-000	16-000 Electrical - Control Electric - Sun Valley Electric Supply		2,646,881.84	2,646,881.84	2,646,881.84	21,893,538.34	1,243,064.64	23,139,638.28	26.74%	97,971,212.28	
16-000	16-000 Electrical - Control Electric		841,203.00	841,203.00	841,203.00	0.00	0.00	2,650,348.56	92.57%	196,541,658	
16-000	16-000 Electrical - Control Electric		0.00	0.00	0.00	642,233.00	1,281,369.00	2,658,603.00	100.00%	362,000.00	95,594.00
16-000	16-000 Electrical - Control Electric		0.00	0.00	0.00	6,113.35	0.00	6,113.35	0.00%	100,000.00	
16-000	16-000 Electrical - Control Electric - Turnberry West Camps		9,095,364.90	9,095,364.90	9,095,364.90	0.00	0.00	235,448.00	0.00%	6,854,458.28	
16-000	16-000 Electrical - Control Electric - Turnberry West Camps		0.00	0.00	0.00	190,442.20	45,098.68	235,448.00	0.00%	2,147,290.08	
16-000	16-000 Electrical - Control Electric - Turnberry West Camps		0.00	0.00	0.00	657,223.00	44,281.00	701,464.00	5.22%	12,736,938.73	
16-000	16-000 Electrical - Control Electric - Turnberry West Camps		1,164,158.12	1,164,158.12	1,164,158.12	0.00	0.00	1,164,158.12	0.00%	1,543,065.86	
DIVISION 17 - HVAC											
17-000	17-000 Miscellaneous Labor					84,931.99	3,697.32	88,629.31		-88,629.31	
17-000	17-000 Union Benefits					800,803.62	162,466.68	963,270.30		-963,270.30	
17-000	17-000 Payroll Taxes					175,869.53	31,767.28	207,636.81		-207,636.81	
17-000	17-000 Construction BC Clean Up Labor					327,241.34	7,288.70	334,530.04		-334,530.04	
17-000	17-000 TWD Swirl Shell Coals					11,662.27		11,662.27		-11,662.27	
17-000	17-000 Concrete Curb @ Kitchen AT1 Rms					41,158.47	29,105.53	70,264.00		-70,264.00	
17-000	17-000 K & K Construction Supply					252.14	47,124.16	47,376.30		-47,376.30	
17-000	17-000 Sg Reelings					138,282.31	381.72	138,664.03		-138,664.03	
17-000	17-000 Frank					85.63		85.63		-85.63	
17-000	17-000 K & K Construction Supply					40,665.25		40,665.25		-40,665.25	
17-000	17-000 Alvin Rentals					85,465.61	54,056.86	139,522.47		-139,522.47	
17-000	17-000 Construction BC Clean Up Labor					0.00	14,348.84	14,348.84		-14,348.84	
17-000	17-000 Prod Desc Labor					0.00		0.00		0.00	
DIVISION 18 - CRANES & HOISTS											
18-000	18-000 Production/Maintenance - American Crane & Hoist					618,678.73	8,500.00	627,178.73		214,654.73	
18-000	18-000 Operator - Republic Crane Service, LLC					1,478,214.00	120,971.00	1,599,185.00		543,265.00	
18-000	18-000 Rental - Republic Towers & Hoist					1,563,079.83	114,048.00	1,677,127.83		536,821.43	
18-000	18-000 Crane/Merill Operator Protection					0.00	1,000,000.00	1,000,000.00		(1,000,000.00)	
18-000	18-000 Operator Protection					1,675,028.00	184,281.51	1,859,309.51		3,876,028.00	
18-000	18-000 Rental Cranes					189,505.00		189,505.00		5,223.49	
Transfer to Areas											
		626,101,080.00	-65,809,198.70	10,503,217.45	880,795,098.75	351,659,270.00	20,062,250.82	371,721,520.82	65.63%	314,120,713.95	21,055,248.00
		-167,231,248.00	167,231,248.00	0.00	0.00	0.00	1,069,893.00	1,069,893.00			

FONTAINELEAU LAS VEGAS

PODUM JOB # 10550

APPLICATION NUMBER 1201108
APPLICATION DATE PERIOD ID

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
Use Column (F) to determine which schedule release (if any) there may apply

A	B	C	D	E	F	G	H	I				
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD (D+E)	MATERIALS PREVIOUSLY STOCKED (NOT IN D OR E)	TOTAL WORK COMPLETED TO DATE (D+E+F)	% (G/H)	BALANCE TO PAY (H-I)	RETAINAGE
Area 007	Public Restrooms	6,542,760.00	754,315.00	0.00	5,008,045.00	188,152.00	0.00	0.00	188,152.00	2.15%	5,449,274.00	0.00
Area 008	Male Lobby	7,272,582.00	7,219,552.00	7,465.26	81,511.28	53,744.29	0.00	0.00	53,744.29	0.74%	7,465.26	0.00
Area 009	Condo Show Lounge	1,940,775.00	0.00	0.00	1,940,775.00	0.00	0.00	0.00	0.00	0.00%	1,940,775.00	0.00
Area 010	Hotel Lobby Lounge	1,359,183.00	2,537.50	0.00	1,361,680.50	2,514.00	0.00	0.00	2,514.00	0.19%	1,359,183.00	0.00
Area 013	Bar/Coffee	1,466,207.00	0.00	0.00	1,466,207.00	0.00	0.00	0.00	0.00	0.00%	1,466,207.00	0.00
Area 014	Condo Shop	6,374,307.00	5,049,953.00	0.00	9,000,000.00	110,161.00	291,614.00	0.00	341,795.00	0.00%	5,319,844.00	41,485.40
Area 015	Burial	6,358,384.00	558,381.00	0.00	8,000,000.00	380,242.00	317,914.00	0.00	698,156.00	0.00%	5,319,844.00	31,791.60
Area 016	Relax-Sunarea	475,990.00	0.00	0.00	475,990.00	0.00	0.00	0.00	0.00	0.00%	475,990.00	0.00
Area 019	Re-Unit Plaza Bar	1,148,477.00	78,604.31	0.00	1,148,477.00	78,604.31	0.00	0.00	78,604.31	0.00%	1,148,477.00	0.00
Area 020	Roadside Restaurants	2,690,855.00	0.00	0.00	2,690,855.00	78,604.31	0.00	0.00	78,604.31	0.00%	2,690,855.00	0.00
Area 021	Convention Lobby	2,094,282.00	8,071,127.00	0.00	2,094,282.00	0.00	0.00	0.00	0.00	0.00%	2,094,282.00	0.00
Area 023	Public Bar	3,219,571.00	884,551.00	0.00	8,071,127.00	0.00	0.00	0.00	0.00	0.00%	8,071,127.00	0.00
Area 024	Public Club	3,476,237.00	3,476,237.00	0.00	6,952,474.00	0.00	0.00	0.00	0.00	0.00%	6,952,474.00	0.00
Area 025	Public Exhibition	20,852,903.00	2,286,881.00	0.00	18,566,022.00	24,117.00	0.00	0.00	24,117.00	0.13%	18,539,874.00	0.00
Area 026	Club	1,189,548.00	0.00	0.00	812,474.00	0.00	0.00	0.00	0.00	0.00%	812,474.00	0.00
Area 028	Carport	1,189,548.00	0.00	0.00	1,189,548.00	0.00	0.00	0.00	0.00	0.00%	1,189,548.00	0.00
Area 029	Meeting Rooms	4,139,938.00	2,285,492.00	0.00	6,424,588.00	530,012.00	110,445.00	0.00	640,457.00	8.87%	5,784,071.59	185,491.63
Area 030	Theater	6,987,499.00	2,588,708.40	0.00	4,400,792.50	1,215,830.33	347,653.89	0.00	1,663,484.23	0.00%	19,591,189.00	6,000.00
Area 031	Hotel Conference	6,765,244.00	186,117.00	0.00	1,066,346.21	371,688.30	303,204.37	0.00	674,892.67	6.43%	7,242,848.04	2,485.56
Area 032	Pool Deck	248,900.00	0.00	0.00	248,900.00	0.00	0.00	0.00	0.00	0.00%	248,900.00	0.00
Area 033	Pool Deck Restaurant Lounge	708,900.00	0.00	0.00	708,900.00	0.00	0.00	0.00	0.00	0.00%	708,900.00	0.00
Area 034	Pool Deck Retail	394,500.00	0.00	0.00	394,500.00	0.00	0.00	0.00	0.00	0.00%	394,500.00	0.00
Area 035	Health Club/Spa/Steam	16,334,910.00	35,782.78	0.00	16,334,910.00	2,000,126.24	233,393.71	0.00	2,233,519.95	0.00%	14,101,390.05	207,310.82
Area 036	Leased Spaces	898,900.00	0.00	0.00	898,900.00	0.00	0.00	0.00	0.00	0.00%	898,900.00	0.00
Area 037	Pool Cab	50,000.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00
Area 038	Pool Deck Center Bar	300,000.00	0.00	0.00	300,000.00	0.00	0.00	0.00	0.00	0.00%	300,000.00	0.00
Area 039	Pool Deck 2-story Colonnade	14,579.00	0.00	0.00	14,579.00	0.00	0.00	0.00	0.00	0.00%	14,579.00	0.00
Area 041	Pool Deck Tower Stipon	1,489,153.00	0.00	0.00	1,489,153.00	0.00	0.00	0.00	0.00	0.00%	1,489,153.00	0.00
Area 042	Pool Deck	5,270,773.00	0.00	0.00	5,270,773.00	0.00	0.00	0.00	0.00	0.00%	5,270,773.00	0.00
Area 043	Pool Deck	868,846.00	0.00	0.00	868,846.00	0.00	0.00	0.00	0.00	0.00%	868,846.00	0.00
Area 044	Plaza Cab	1,044,908.00	0.00	0.00	1,044,908.00	0.00	0.00	0.00	0.00	0.00%	1,044,908.00	0.00
Area 045	Plaza Bar	350,000.00	775,683.00	0.00	1,126,683.00	0.00	0.00	0.00	0.00	0.00%	1,126,683.00	0.00
Area 046	Games on Lounge	4,084,200.00	4,084,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,084,200.00	0.00
Area 047	R&S Rest	280,158.00	2,819,895.10	0.00	32,483,259.40	5,080,203.39	499,696.93	0.00	5,579,898.32	0.00%	280,158.00	450,669.18
Area 048	Cement Block of House	3,439,812.00	0.00	0.00	3,439,812.00	878,365.00	82,382.00	0.00	960,747.00	28.26%	2,479,065.00	97,074.60
Area 049	Walk	167,801,248.00	-11,812,857.72	1,148,769.01	156,035,159.29	17,370,659.50	2,431,871.13	0.00	19,802,530.63	12.72%	142,062,628.66	1,049,221.50
Area 21-200	Timberly West Construction-LEED TXH CREDIT	0.00	-10,074,154.00	108,383.07	-10,897,744.03	-35,200.00	133,197.00	0.00	-35,200.00	0.00%	-113,818,464.03	7,538.90
Area 20-500	Lead - Mockup/64 Lead - Deck Fence Lead - Photograph 07/01 Lead - Photograph 07/01 Lead - Runout Staircase Lead - Oper & Hardware Timberly West Construction-OCCP Estimated OCCP - Raymond OCCP - Oper & Hardware OCCP - Modelford OCCP - P.Higgins 500FR070401 OCCP P.Higgins 500FR082501 Timberly West Construction-Compliment A patent PCO Flooring	-15,985,414.00	7,492,704.08 -750,308.30 -38,045.84 -4,022.89 -21,456.31 -81,050.36 -3,182,774.53	-32,813.63 33,858.00 -9,054.89 -2,866.31 -1,956.31 -1,090.35 -3,096,322.31	-10,897,744.03 -20,827.00 -2,164.38 -35,895.05 -87,151.26 -1,906.21 -8,460,851.49 -750,208.59 -37,699.87 -3,265.00 -4,022.89 -2,866.31 -1,090.35 -4,282,168.88	-35,200.00 -28,827.00 0.00 -3,168.89 -2,205.18 -3,424.71 0.00 -81,306.00 -55,679.00 -3,265.00 -3,044.43 -13,348.38 -4,863.92 0.00 0.00	133,197.00 -2,896.73 -2,618.90 0.00 0.00 0.00 0.00 44,198.00 0.00 0.00 0.00 -2,228.09 -3,242.01	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	133,197.00 -2,896.73 -2,618.90 0.00 0.00 0.00 0.00 44,198.00 0.00 0.00 0.00 -2,228.09 -3,242.01	0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%	-113,818,464.03 -425,164.38 -10,614.38 1,724.83 -20,580.14 -81,107.65 -1,900.21 -87,850.86 -8,084,471.08 -758,722.28 -39,944.61 -5,578.46 -74,045.23 -4,282,168.88	
PROJECT TOTAL										34.20%	327,843,712.74	22,008,384.27

6703 CONTRACT SHEET		FONTAINEBLEAU LAS VEGAS										APPLICATION NUMBER 1253108			
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.		JOB # 16500										APPLICATION DATE 12/31/08			
Use Column for Contracts where variable bid/price for line items may apply															
LINE NO	DESCRIPTION	A		B		C		D		E		G		H	
		ACUMULATED TO DATE	CURRENT PERIOD	ACUMULATED TO DATE	CURRENT PERIOD	ACUMULATED TO DATE	CURRENT PERIOD	ACUMULATED TO DATE	CURRENT PERIOD	ACUMULATED TO DATE	CURRENT PERIOD	ACUMULATED TO DATE	CURRENT PERIOD	ACUMULATED TO DATE	CURRENT PERIOD
400-00	AREA CEILING														
03-500	Public Restrooms	7,547.00	28,626.00			36,076.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36,076.00	0.00%
04-100	Commercial Docks	123,098.00	-14,732.00			8,368.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,368.00	0.00%
05-700	Structural Metal Framing	776,031.00	-776,036.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
05-100	Dressmetal Metal	20,817.00	110,887.00			50,514.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,514.00	0.00%
06-400	Rough Carpentry	0.00	-10,000.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
08-400	Architectural Woodwork	180,000.00	57,084.00			9,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,600.00	0.00%
08-410	Wood Door Frames	0.00	57,084.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
08-420	Installation of Hardware	0.00	0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
08-430	Installation of Trim	0.00	0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
07-200	Imitation P. Tile	78,138.00	-65,036.00			125,478.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,478.00	0.00%
07-200	Imitation P. Tile	0.00	4,183.00			17,464.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,464.14	0.00%
04-100	Metal Doors/Frames	51,600.00	52,073.00			17,464.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,464.14	0.00%
08-500	Special Doors	0.00	18,000.00			4,183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,183.00	0.00%
08-600	Gleazing	80,843.00	-76,245.00			16,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,000.00	0.00%
09-250	Gypsum Wallboard	1,974,071.00	-1,184,000.00			78,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,000.00	0.00%
09-300	Tile	2,118,478.00	15,100.00			2,262,482.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,262,482.00	0.00%
09-335	Fire-Resistant	0.00	50,100.00			50,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,100.00	0.00%
09-370	Acoustic Ceiling	49,102.00	7,871.00			7,871.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,871.00	0.00%
09-400	Paint	0.00	117,500.00			160,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160,760.00	0.00%
09-400	Paint	0.00	255,184.00			239,459.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239,459.72	0.00%
10-100	Metal Trim Components	480,384.00	525,310.00			844,718.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	844,718.00	0.00%
10-800	Toilet, Bath & Laundry Access	302,827.00	-312,627.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
17-000	Vanus Management	0.00	-754,156.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Area 400 Total	0,383,267.00	-754,156.00			5,019,943.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,442,734.00	0.00%
900-00	Mkt Lobby														
01-070	Preconstruction Services - Asaia Boldam	0.00	54,949.02			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
03-500	Cementitious Decks	23,357.00	-20,717.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
03-500	Structural Metal Framing	220,210.00	-220,210.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
03-700	Ornamental Metal	22,370.00	-27,870.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
04-200	Rough Carpentry	161,445.00	-158,445.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
04-220	Miters	477,610.00	-477,610.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
04-460	Wood Door Frames	84,215.00	-84,215.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
07-200	Imitation P. Tile	7,800.00	-7,800.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
08-100	Metal Doors & Frames	14,480.00	-14,480.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
08-600	Gleazing	1,448,800.00	-1,448,800.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
09-250	Gypsum Wallboard	711,531.00	-711,531.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
09-300	Tile	823.00	-823.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
09-310	Acoustic Ceilings	80,445.00	-80,445.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
09-400	Paint	1,684,728.00	-1,684,728.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
09-480	Painting	1,640,000.00	-1,640,000.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
13-150	Pools	7,277,629.00	-7,277,629.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Area 800 Total	7,277,629.00	-7,277,629.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Area 800 Total	7,277,629.00	-7,277,629.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

12/11/13

APPLICATION NUMBER 25-00
 APPLICATION DATE 12/11/13
 PERIOD TO 12/11/13

SPURTHORPE LAS VEGAS
 ROOM 9
 JOB # 13560

APPLICATION AND CERTIFICATE FOR PAYMENT, pending Contractor's
 signed Certificate to attach.
 Use Column 1 on Contract when valuable materials for this item may apply

GT03 CONTRACTOR SHEET

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	AMOUNT PAID	AMOUNT DEDUCTIBLE	AMOUNT TO BE PAID	AMOUNT PAID TO DATE	AMOUNT TO BE PAID TO DATE
05-100	860.00 Ceiling								
05-700	Structural Metal Framing	491,824.00	0.00	0.00	491,824.00	0.00	0.00	491,824.00	
05-100	Ornamental Metal	77,867.00	0.00	0.00	77,867.00	0.00	0.00	77,867.00	
05-100	Rough Carpentry	46,108.00	0.00	0.00	46,108.00	0.00	0.00	46,108.00	
05-200	Finish Carpentry	134,394.00	0.00	0.00	134,394.00	0.00	0.00	134,394.00	
05-300	Plumbing	6,660.00	0.00	0.00	6,660.00	0.00	0.00	6,660.00	
05-250	Plumbing - George Raymond	32,874.00	0.00	0.00	32,874.00	0.00	0.00	32,874.00	
05-250	Cyprusum Wallboard	421,614.00	0.00	0.00	421,614.00	0.00	0.00	421,614.00	
05-250	Plumbing	1,701,706.00	0.00	0.00	1,701,706.00	0.00	0.00	1,701,706.00	
05-200	Plumbing - George Raymond	287,485.00	0.00	0.00	287,485.00	0.00	0.00	287,485.00	
05-200	Plumbing	1,355,208.00	0.00	0.00	1,355,208.00	0.00	0.00	1,355,208.00	
05-200	Plumbing	1,328,091.00	0.00	0.00	1,328,091.00	0.00	0.00	1,328,091.00	
05-200	Plumbing	851,827.00	0.00	0.00	851,827.00	0.00	0.00	851,827.00	
05-250	Total 860.00 Ceiling	4,130,036.00	0.00	0.00	4,130,036.00	0.00	0.00	4,130,036.00	13,717.76
05-100	897.00 Meeting Rooms								
05-100	Structural Metal Framing	192,743.00	0.00	0.00	192,743.00	0.00	0.00	192,743.00	
05-120	Rebar Scaffolding - W&W Scaffolding	376,000.00	0.00	0.00	376,000.00	0.00	0.00	376,000.00	
05-120	Rebar Scaffolding - Unascaffolding	441,374.00	0.00	0.00	441,374.00	0.00	0.00	441,374.00	
05-200	Ornamental Metal	242,868.00	0.00	0.00	242,868.00	0.00	0.00	242,868.00	
05-100	Rough Carpentry	560,612.00	0.00	0.00	560,612.00	0.00	0.00	560,612.00	
05-100	Rough Carpentry	42,208.00	0.00	0.00	42,208.00	0.00	0.00	42,208.00	
05-200	Insulation - F. Rodgers	66,647.00	0.00	0.00	66,647.00	0.00	0.00	66,647.00	
05-200	Insulation	96,191.00	0.00	0.00	96,191.00	0.00	0.00	96,191.00	
05-100	Metal Doors & Frames	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
05-300	Special Doors	102,480.00	0.00	0.00	102,480.00	0.00	0.00	102,480.00	
05-300	Overhead & Ceiling Doors	58,000.00	0.00	0.00	58,000.00	0.00	0.00	58,000.00	
05-300	Overhead & Ceiling Doors	107,144.00	0.00	0.00	107,144.00	0.00	0.00	107,144.00	
05-300	Overhead & Ceiling Doors	3,197,215.00	0.00	0.00	3,197,215.00	0.00	0.00	3,197,215.00	
05-300	Overhead & Ceiling Doors	2,007,200.00	0.00	0.00	2,007,200.00	0.00	0.00	2,007,200.00	
05-300	Overhead & Ceiling Doors	152,570.00	0.00	0.00	152,570.00	0.00	0.00	152,570.00	
05-250	Cyprusum Wallboard - George Raymond	86,993.00	0.00	0.00	86,993.00	0.00	0.00	86,993.00	
05-250	Cyprusum Wallboard	9,127.00	0.00	0.00	9,127.00	0.00	0.00	9,127.00	
05-250	Cyprusum Wallboard	10,242.00	0.00	0.00	10,242.00	0.00	0.00	10,242.00	
05-250	Cyprusum Wallboard	112,815.00	0.00	0.00	112,815.00	0.00	0.00	112,815.00	
05-250	Cyprusum Wallboard	1,994,666.00	0.00	0.00	1,994,666.00	0.00	0.00	1,994,666.00	
05-250	Cyprusum Wallboard	10,898.00	0.00	0.00	10,898.00	0.00	0.00	10,898.00	
05-250	Cyprusum Wallboard	223,555.00	0.00	0.00	223,555.00	0.00	0.00	223,555.00	
05-250	Cyprusum Wallboard	1,428.00	0.00	0.00	1,428.00	0.00	0.00	1,428.00	
05-250	Cyprusum Wallboard	117,067.00	0.00	0.00	117,067.00	0.00	0.00	117,067.00	
05-250	Cyprusum Wallboard	5,184.00	0.00	0.00	5,184.00	0.00	0.00	5,184.00	
05-250	Total 897.00 Meeting Rooms	1,937,499.00	0.00	0.00	1,937,499.00	0.00	0.00	1,937,499.00	148,445.00
05-250	Total 860.00 Ceiling	4,130,036.00	0.00	0.00	4,130,036.00	0.00	0.00	4,130,036.00	13,717.76

6703 CONTINUATION SHEET									
FONTAINEBLEAU LAS VEGAS									
FOURTH FLOOR									
JOB # 10500									
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's									
Approved Certification is attached.									
This Certificate and Contract shall remain in effect for the term they apply									
APPLICATION NUMBER 25.00									
PERIOD TO 12/31/09									
PERIOD TO 12/31/09									
A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	DATE	DATE	DATE	DATE	DATE
05-500	Rebar Conductor	871.00							
05-500	Special Concrete Finishes	25,240.00							
05-500	Commercial Decks	218,514.00							
05-500	Structural Steel Framing	78,333.20							
05-500	Metal Fabrications	605,985.00							
05-500	Ornamental Metal	28,787.00							
05-500	Rough Carpentry	33,303.00							
05-500	Finish Carpentry	519,980.00							
05-500	Plaster Work	739,842.00							
05-500	Wood Door Frames	59,022.00							
05-500	Insulation	3,190.00							
05-500	Steel Doors & Frames	14,932.00							
05-500	Staircases								
05-500	Staircase Doors								
05-500	Glazing - Sierra Glass & Mirrors								
05-500	Glazing	1,944,178.00							
05-500	Cypsum Wallboard - George Raymond	1,970,966.00							
05-500	Gypsum Wallboard	1,970,966.00							
05-500	Tile - Ital Stone, Inc.	781,182.00							
05-500	Tile	200.00							
05-500	Tile & Stone Installation	583.00							
05-500	Roofing	66,864.00							
05-500	Roofing Flashing								
05-500	Paint & Wallcovering - George Raymond	1,160,999.00							
05-500	Painting	3,500.00							
05-500	Electrical Protection Service	186,117.20							
10-510	Total RTV, Rebar Conductor	6,785,244.00							

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 (Institution on reverse side) PAGE ONE OF PAGES

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

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2765 Las Vegas Blvd. South
 Las Vegas, NV 89108

VIA ARCHITECT: Bergman, Wells & Associates, Ltd.

LEED

CONTRACT DATE:

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

Distribution No: OWNER ARCHITECT CONTRACTOR FIELD OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Contribution Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM: \$ 2,640.00
2. Net Change by Change Orders: \$ 48,546,438.45
3. CONTRACT SUM TO DATE (Line 1 + 2): \$ 12,546,438.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703): \$ 6,054,955.82
5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703): \$ 2,640.00
 - b. % of Stored Material (Column F on G703): \$
6. Total Retainage (Lines 5a + 5b or Total in Column I of G703): \$ 2,640.00
7. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total): \$ 6,052,222.52
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate): \$ 5,456,504.94
9. LESS PREVIOUS OWNER FUNDINGS: \$ 355,006.29
10. CURRENT PAYMENT DUE: \$ 240,714.29
11. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6): \$ 6,494,212.53

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 59,000,000.00	\$ (9,463,661.56)
Total approved this month	\$ 58,000,000.00	\$ (9,463,561.56)
TOTALS	\$ 117,000,000.00	\$ (18,927,223.12)
NET CHANGES by Change Order	\$ 48,546,438.45	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 By: *[Signature]*
 State of: Nevada
 County of: Clark
 Subscribed and sworn to before me this 31st day of December 2009
 Notary Public: *[Signature]*
 My Commission expires: 11/11/2011



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the Application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Absence of payment or acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BWO 12-30-08

CONTINUATION SHEET

FONTAINEBLEAU LAS VEGAS
LEED
JOB #10600

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column 1 on Contracts with a variable rate for the items they apply

APPLICATION NUMBER: 123-12008
APPLICATION DATE: 12/31/2008
PERIOD TO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED THIS PERIOD FROM PREVIOUS APPLICATION (C-E)	H MATERIALS PRESENTLY STORED (NOT IN P.O.R. D.)	I TOTAL COMPLETED AND STORED TO DATE (G+H)	J BALANCE TO FINISH (C-I)	K RETAINAGE
	LEED COST OTHER	22,000,000.00	(9,453,891.55)		12,546,438.45	5,614,197.23	240,728.29	6,054,855.52	2,481,572.92	2,500.00
	LEED TAX CREDIT*	(55,000,000.00)	55,000,000.00							
05-120	WAW Steel CO #3-LEED									
15-700	Bombard Mechanical CO #2-LEED									
	PROJECT TOTAL	(37,000,000.00)	49,546,138.45		12,546,438.45	5,614,197.23	240,728.29	6,054,855.52	2,481,572.92	2,500.00

* Distributed to each job

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

EXHIBIT "C-1"





Bergman, Walls & Associates, Ltd.
ARCHITECTS • PLANNERS

EXHIBIT A

ARCHITECT'S ADVANCE CERTIFICATE

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

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

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

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

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

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

Ladies and Gentlemen:

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

W02-WEST:1BEH1400231388.7

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

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

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

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

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

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

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

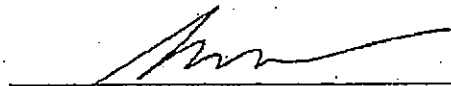
The foregoing representations are true and correct, are made for the benefit of the Disbursement Agent, the Funding Agents and the Lenders represented thereby, and may be relied upon for the purposes of making advances pursuant to the above referenced Disbursement Agreement; provided, that, to the extent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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

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

By:


Name: Scott U. Walls

Title: President/COO

W02-WEST:1BEH1400231388.7

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

EXHIBIT "D"





CONSTRUCTION CONSULTING & PROJECT MANAGEMENT

INSPECTION & VALUATION INTERNATIONAL, INC.

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

EXHIBIT C-2
to the Master Disbursement Agreement

CONSTRUCTION CONSULTANT ADVANCE CERTIFICATE

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

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

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

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

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

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

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

NEW YORK · ATLANTA · AUSTIN · CHICAGO · LAS VEGAS
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Ladies and Gentlemen:

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

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

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

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

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

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

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

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

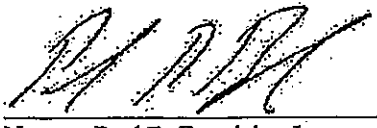
In making the foregoing representations, warranties and certifications, the Construction Consultant has relied whenever it has deemed it reasonably appropriate to do so, on the accuracy and legality of all documents provided to the Construction Consultant by third parties. The Construction Consultant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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

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

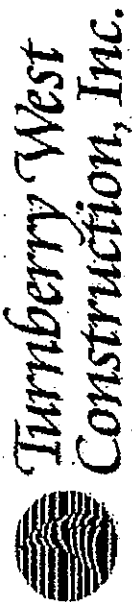
By: 
Name: Paul R. Bonvicino Jr.
Title: Senior Project Manager

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

EXHIBIT "E"



OFFSITE STORED MATERIALS



PROJECT:	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICE, LISTINGS AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR OR SUPPLIER	OPENING INVENTORY	TRANSFERS FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
10200	FONTANERLEAU LAS VEGAS Consolidated	16791 Burke Lane, Huntington Beach, CA 92647	Collings Interiors	501,333.00				531,333.00
10200	2765 Las Vegas Blvd., South Las Vegas, NV	16791 Bufile Lane, Huntington Beach, CA 92647	Collings Interiors	250,000.00				200,000.00
10200		16791 Burke Lane, Huntington Beach, CA 92647	Collings Interiors	1,177,200.00				1,177,200.00
10200		16791 Burke Lane, Huntington Beach, CA 92647	Collings Interiors	70,200.00				70,200.00
10200		16791 Burke Lane, Huntington Beach, CA 92647	Collings Interiors	12,705.00				12,786.00
10200		16791 Burke Lane, Huntington Beach, CA 92647	Collings Interiors	189,729.00				183,793.00
10200		16791 Burke Lane, Huntington Beach, CA 92647	Collings Interiors	169,955.60				169,955.60
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Gallagher-Kaiser (AKS)	281,877.00				281,877.00
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Gallagher-Kaiser (AKS)	527,624.00				527,624.00
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Gallagher-Kaiser (AKS)	110,485.68				110,485.68
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Gallagher-Kaiser (AKS)	841,300.00				841,300.00
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Gallagher-Kaiser (AKS)	2,589,472.00				2,589,472.00
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	189,902.41				189,902.41
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	198,616.62				198,616.62
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	291,202.44				291,202.44
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	175,326.61				175,326.61
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	117,865.66				117,865.66
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	1,139,661.10				1,139,661.10
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	277,240.00				277,240.00
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	709,043.72				709,043.72
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	808,704.95				808,704.95
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	93,058.00				93,058.00
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	1,247,290.50				1,247,290.50
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	328,184.01				328,184.01
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	16,047.00				16,047.00
10200		4030 Industrial Cir Dr, Suite 500, N.V. NV 89030	Architectural Materials	176,409.00				176,409.00
10200		2020 Mandalay Rd., North Las Vegas, NV 89102	Architectural Systems	271,537.65				271,537.65
10200		2020 Mandalay Rd., North Las Vegas, NV 89102	Architectural Systems (Don't)	89,024.00				89,024.00
10200		6025 Hauck St, Las Vegas, NV 89116	Silver State Marble (Marble from Mineral Hill for Stone)					
10200		2020 Mandalay Rd., North Las Vegas, NV 89102	Tuscany Collection	45,968.88				45,968.88
10200		3750 W. Quail Ave., LV, NV	Ill Stone, Inc.	82,097.10				82,097.10
10200		10200 Mandalay Rd., North Las Vegas, NV 89102	Ill Stone, Inc.	2,075,543.37				2,075,543.37
10200		1205 N. Miller Street, Anaheim, CA 92806	Portobello America, Inc.	0.00				0.00
10200		2020 Mandalay Rd., North Las Vegas, NV 89102	SAIES	426,058.00				426,058.00
10200		2020 Mandalay Rd., North Las Vegas, NV 89102	Hand Specialties	200,242.00				200,242.00
10200		Edon Appliances Warehouse	Miele, Inc.	55,449.48				55,449.48
10200		4855 West Harmon, LV, NV 89110	ThyssenKrupp Elevator	6,224,462.14				6,224,462.14
10200		Fontanerleau Mandalay Warehouse	Drest Plumbing & Heating	620,372.88				620,372.88
10200		3950 W. Diablo Dr., LV, NV	Bombard Electric (NESCO)	140,431.00				140,431.00
10200		4376 S. Valley View, LV, NV	Bombard Electric	4,038.00				4,038.00
10200		5676 S. Valley View, LV, NV	Bombard Electric (Crescent)	54,517.60				54,517.60
10200		4375 B. Valley View, LV, NV	Bombard Electric	66,264.00				66,264.00
10200		3370 S. Valley View, LV, NV	Bombard Electric	33,710.00				33,710.00
10200		9350 Ponderosa #3	Bombard Electric	117,157.00				117,157.00
10200		13169 Silver Ave., Fontana, CA	Bombard Electric (Lynch)	218,497.00				218,497.00
10200		3950 W. Diablo Dr., White #6, LV, NV	Bombard Electric (NESCO)	672,756.00				672,756.00
10200								214,350.00



Professional Associates
CONSTRUCTION SERVICES, Inc.
Construction & Engineering Solutions for Financial Industries

12/9/08

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

Dear Glen,

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

The irregularities on this report are:

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

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

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

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

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

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

Regards,

Tom Reed, Associate

October 31, 2008 - Inspection Summary

Volume I

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

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

October 31, 2008 - Inspection Summary

1626 E. 4th Street, Santa Ana, CA 92701
 T: (714) 571-0287 F: (714) 571-0083 info@costrview.com



Volume II

Supplier
Architectural Materials

Location
NV

Description

Additions to Inventory

Substantially Verified

<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Additions to Inventory</u>	<u>Substantially Verified</u>
ITAL/SMES Stone	Mendenhall, NV	Hardware	300,000	Yes
Henri Specialties	Mendenhall, NV	Wood Doors	768,867	Yes
Miele - Econ Appliances	Quail St., NV	Entry Hdwr. (up graded)	95,007	Yes
ThyssenKrupp	NV	Glass Shower Acc.	284,665	Yes
Desert Plumbing	NV	Typ. Veneer Closet Door	59,226	Yes
Bombard Electric	NV	Vanity Mirrors	36,605	Yes
		Condo Closets	69,794	Yes
		Condo Shower Doors	234,068	Yes
		Condo Millwork	129,546	Yes
		Condo Powder Rm. Mirror	20,059	Yes
		Condo Mirror & Backsplash	172,400	Yes
		Crystal White tile	34,512	Yes
		Various Stone	67,510	Yes
		Various Stone	20,470	Yes
		Bath Accessories		Yes
		Appliances	55,448	Yes
		Elevator Equipment	901,805	Yes
		Copper Pipe		Yes
		Misc. Commodity	88,156	Yes
		Low Voltage Mat.	162,234	Yes
		Lighting Fixtures	190,573	Yes
		MC Cable	122,528	Yes
		Wiring Devices	28,414	Yes
		Gears & Switches	7,618	Yes
Sun Valley Electric*	NV	Elevator Equipment		Yes
ThyssenKrupp	NV	Light Fixtures		Yes
Codale	NV	HSS 7 X 5 tubing		Yes
Union Erectors	NV	Entrusions, & misc	123,696	Yes
Giroux Glass	NV			Yes

1626 E. 4th Street, Santa Ana, CA 92701
T: (714) 571-0287 F: (714) 571-0033 info@costreview.com

TOWER

Turnberry West Construction, Inc.

Architectural Materials
GK 07-010MSFB
Fontainebleau Las Vegas

Gallagher-Kaiser

OFFSITE STORED MATERIALS

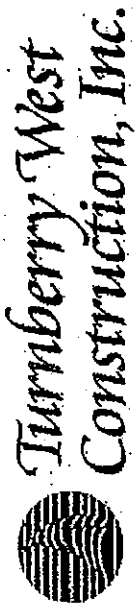
Pay Application # 15
Period Ending: 12/20/2008

Description of Materials stored
(Attached Invoices, Listings,
and/or Other Price Supporting
Documentation)

ITEM NO.	Location Where Stored	G Opening Inventory	H Additions To Inventory for December 2008	I Usage Of Inventory for December 2008	J = G + H - I Closing Inventory
Upgraded Typical Base - 3"		116,088 linear feet \$193,613.00 ✓	\$0.00	\$0.00	116,088 linear feet \$193,613.00
Upgraded Typical Base - 4"	4030 Industrial Center Drive, Suite 500 North Las Vegas 89030	55,848 linear feet \$98,105.00 ✓	\$0.00	\$0.00	55,848 linear feet \$98,105.00
Upgraded Typical Case - 3"		107,944 linear feet \$187,408.00 ✓	\$0.00	\$0.00	107,944 linear feet \$187,408.00
Upgraded Typical Case - 4"		26,528 linear feet \$48,498.00 ✓	\$0.00	\$0.00	26,528 linear feet \$48,498.00
KD Frames		4,476	\$0.00	\$0.00	4,476
Condo		510 Frames	\$0.00	\$0.00	510 Frames
Typical, BOH, Suites		\$50,325.00 3,966 Frames \$231,552.00	\$0.00	\$0.00	\$50,325.00 3,966 Frames \$231,552.00
Welded Frames & Metal Doors		529 Frames & Doors \$110,483.66 ✓	\$0.00	\$0.00	529 Frames & Doors \$110,483.66
Hardware		4,467 Sets \$641,390.00 ✓	\$0.00	\$0.00	4,467 Sets \$641,390.00
Condo		1,171 Sets \$166,171.00	\$0.00	\$0.00	1,171 Sets \$166,171.00
Typical, Suites, BOH, and Other		3,296 Sets \$473,218.00	\$0.00	\$0.00	3,296 Sets \$473,218.00
Wooden Doors		4,358 Doors \$2,559,472.00 ✓	\$0.00	\$0.00	4,358 Doors \$2,559,472.00
Condo		338 doors \$260,307.00	\$0.00	\$0.00	338 doors \$260,307.00
Typical, BOH and Other		4,020 doors \$2,299,165.00	\$0.00	\$0.00	4,020 doors \$2,299,165.00
		\$4,120,846.66	\$0.00	\$0.00	\$4,120,846.66

Sub Total = 527,624.00

OFFSITE STORED MATERIALS



SUBCONTRACTOR	Architectural Materials	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	OPENING INVENTORY	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
Job #	Project			G	H		J = G + H - I
ITEM NO.	JOB						
5		Upgraded Typical Base - 3"	4830 Industrial Center Drive, Suite 600, North Las Vegas, 89030	116,088 linear feet	linear ft	8,482 Linear feet	107,256 linear feet
		Upgraded Typical Base - 4"		55,648 linear feet	linear ft	3,324 Linear feet	52,624 linear feet
		Upgraded Typical Case - 3"		107,944 linear feet	linear ft	13,192 Linear feet	94,762 linear feet
		Upgraded Typical Case - 4"		25,528 linear feet	linear ft	16,952 Linear feet	9,576 linear feet
5		Adjustment In \$\$\$ for upgraded Base & Case		189,802.41			189,802.41
C/O #5		Upgraded On-Line TimeLock IR Entry Door Hardware		1303 sets			1303 sets
				196,615.92			196,615.92
3		Crown Molding - 6"		79,488 Ln foot			79,488 Ln foot
2		Typical Guest Room Verser Closet Doors		518 doors	390 doors		808 doors
1		Closet shelving/Accessories		1687 units	450,088.00		1,181,128.72
C/O #3		Condominium Closets		5 floors	10 floors	271 Units	1388 Units
				178,526.81		28,208.39	145,317.22
C/O #3		Condo Glass Shower Doors		5 floors	10 floors	1 floor	14 floors
				89,058.00	167,504.40		243,191.50
C/O #3		Condo Glass Shower Doors		1170 Units		208 Units	864 Units
				1,247,260.50		2,193,808.00	1,027,082.50
C/O #2		Flirt 10 Floors of Condo Trim Expanded/Condo Trim Upgraded Related to C/O #2, C/O #5		113,124 Linear feet		22,148 linear feet	90,976 Linear feet
				117,895.60		23,033.92	94,861.68
5		Glass Shower/linen/Accessories		1430 Units	271 Units	778 Units	823 Units
		Typical Shower Units		56 Units		85 Units	0 Units
		King Shower Units		1,138,661.10	379,553.70	720,195.14	788,019.66
C/O #3		Typical Vanity Mirrors		1081 Units	1250 Units	435 Units	1655 Units
				595,704.55	294,852.30	187,953.50	716,603.35
C/O #6		Surfex (3 Bay & Junior Suites) Shower Doors		165 Units		165 Units	0 Units
				277,240.00		277,240.00	
C/O #1		Condo Millwork (includes C/O 3 Wood Decks & Valances)		10 floors	10 floors	5 floors	15 floors
C/O #3		Condo Units 1, 3, 5 Powder Room Mirrors, C/O 3		328,194.01	310,912.02	156,774.00	478,322.03
C/O #3		Condo Units 1, 3, 5 Powder Room Mirrors, C/O 3		250 pcs		3 pcs	247 pcs
				15,047.00		192.54	15,854.46
C/O #8		Condo Mirror in Master and Kitchen Backsplash		285 pcs			285 pcs
				176,438.00			176,438.00
				5,536,779.46	1,810,804.42	1,813,576.31	6,536,111.57

Notes: Quantities of the above items are included on inventory to Gallagher/Kaiser. Charges are for C/O upgrades only.

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

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

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

DATED: 12 18, 2008

SUBCONTRACTOR NAME

ARCHITECTURAL MATERIALS, LLC
dba AMI Hospitality LLC

By: Melinda Buckland

Title:

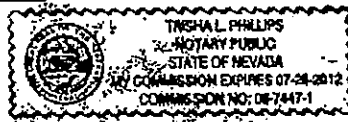
STATE OF NEVADA
COUNTY OF CLARK

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

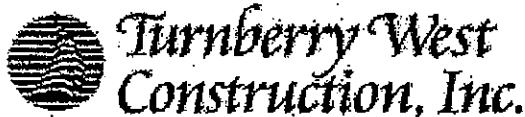
Tisha Phillips
Notary Public, State of Nevada

7-28-2012
My Commission Expires

LEGAL:5829-003/876459.1



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



State of Nevada

County of Clark

Subscribed and sworn before me this

Architectural Materials LLC dba

AMI Hospitality LLC

(Company Name)

10th Day of December 2008

Day of

Notary Public:

My commission expires:

Trisha L Phillips

7-28-2012

By:

Melinda Buckland

Print Name:

Steven Marlowe Melinda Buckland

Title:

Sr. Project Manager Staff Accountant.

Notary Stamp



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

CONTROL NO 2525429

APP DATE 11/26/2008 7AM

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

CONTAINER NO	POCU1184389 / 40DR		
CHASSIS NO	APAZ A19055		
SEAL NO			
DRIVER	BOB TOM		
TIME ARRIVED		TIME DEPARTED	
TIME STARTED			

APM TERMINAL (MAERSK) F 2500 NAVY WAY R TERMINAL ISLAND, CA. 90731 O M	ARCHITECTURAL MATERIAL 4030 INDUSTRIAL CENTER DR.#500 T N.LAS VEGAS, NV, 89030 O T: (702)644-9039 F: (702)644-7146
---	---

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

BILL OF LADING/BOOKING MAEU857404839	VESSEL/VOYAGE ARTHUR MAERSK 813	IT NO	
QUANTITY 14	DESCRIPTION WOODEN DOORS	WEIGHT 38800.96	LBS

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED

CONSIGNEE *Scott D...* DATE 11-26-08

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

Signature

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

SOUTH CHINA TIMBER INDUSTRY, LTD.

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

PACKING LIST (ORIGINAL)

Shipment #20

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

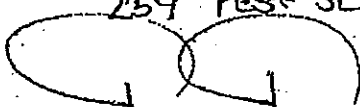
Date: NOV.13, 2008
 Inv.#SCT-081113
 P.O.: 9854/10112/10264
 /10102-6302
 Container No: MSKU 6459991 (40')

Pallet No.	type	Description	Dimension (mm)	Quantity		
				pc	pallet	pc/pallet
Wooden Doors (9854/10264-6302)						
1-2	1	20 FR Type A: T-01, Entry LH	2133.6 x 914.4 x 44.5mm	40	2	20 LH
3		20 FR Type A: T-01, Entry RH	2133.6 x 914.4 x 44.5mm	20	1	20 RH
4		20 FR Type A: T-01, Entry LH	2133.6 x 914.4 x 44.5mm	9	1	9
		20 FR Type A: T-01, Entry RH	2133.6 x 914.4 x 44.5mm	8		8
5-8	3	45 FR Type A: T-05, Inter Connecting RHR	2133.6 x 914.4 x 44.5mm	80	4	20
9		45 FR Type A: T-05, Inter Connecting RHR	2133.6 x 914.4 x 44.5mm	17		17
Wooden Doors (9854/10264-6302)						
10	2	NR Type A: T-02, Bathroom LH	2133.6 x 914.4 x 44.5mm	1	1	1
		NR Type A: T-02, Bathroom RH	2133.6 x 914.4 x 44.5mm	1		1
	5	20 FR Type A: T-31A, Telecom 31 LH	2133.6 x 914.4 x 44.5mm	1		1
		20 FR Type A: T-31A, Telecom 31 LHR	2133.6 x 914.4 x 44.5mm	1		1
	23	20 FR Type A-42: T-116A, Storage LH	2133.6 x 1066.8 x 44.5mm	2		2
	1	White Painted Doors T-301	2099 x (910+910) x 44.5mm	2		2
	7	White Painted Doors T-101	2099 x (910+910) x 44.5mm	1		1
Wooden Doors (10102-6302)						
11-12	2	Closet Door, Sycamore veneered	44.5 x 2108.2 x 1062, 2D	40	2	20
13	1	Closet Door, Walnut veneered	44.5 x 2108.2 x 1062, 2D	5	1	5
	2	Closet Door, Sycamore veneered	44.5 x 2108.2 x 1062, 2D	15		15
14	1	Closet Door, Walnut veneered	44.5 x 2108.2 x 1062, 2D	7	1	7
	2	Closet Door, Sycamore veneered	44.5 x 2108.2 x 1062, 2D	9		9
Total		Wooden Doors	NW 18800 Kgs., GW 19300 Kgs.	259 pcs/set		Packed in 14 pallets

Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd

SOUTH CHINA TIMBER INDUSTRY, LTD.

295 pcs

Rec'd 74 Pts
259 Piece Sets

12-04-08

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

KRISDA INC.
 960 E. WALNUT STREET
 CARSON, CA 90746

TEL: (310) 886-0202 FAX: (310) 886-0217

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

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

FAILURE TO PAY BILLED CHARGES MAY RESULT IN A LIEN ON FUTURE SHIPMENTS
 BILL OF LADING/BOOKING
 MAEU527003696

CONTROL NO 2525652

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

CONTAINER NO SEAU7859060 / 40DR
 CHASSIS NO ~~XXXXXXXXXX~~
 SEAL NO 5470104
 DRIVER CORE TOMMAS
 TIME ARRIVED
 TIME STARTED
 TIME DEPARTED

VESSEL/VOYAGE MAERSK KOKURA 810
 IT NO
 DESCRIPTION WOODEN DOORS
 WEIGHT 42549.00 LBS
 QUANTITY 15

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

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

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

SOUTH CHINA TIMBER INDUSTRY, LTD.

No.28, Ave. Gangye Dadao, Dist. Xibei, Jiangmen 529100, Guangdong, China

S#24

PACKING LIST (ORIGINAL)

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

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

Shipped: From JIANGMEN, China to LAS VEGAS, USA

Date: NOV.30, 2008

Inv.#SCT-081130

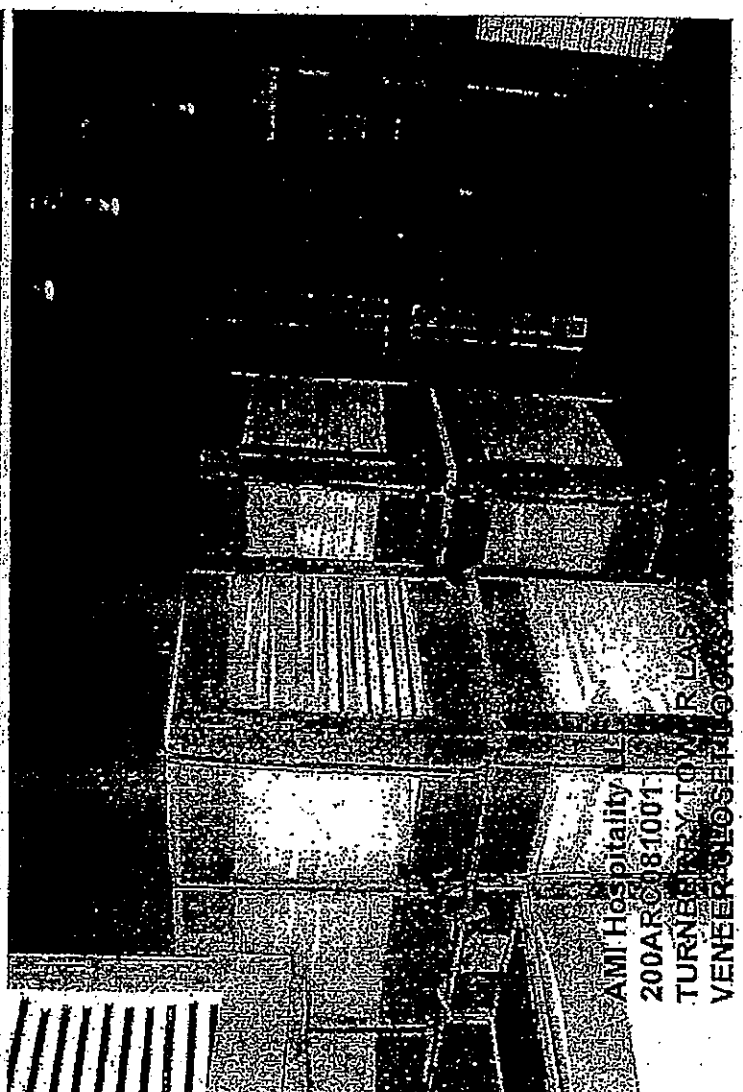
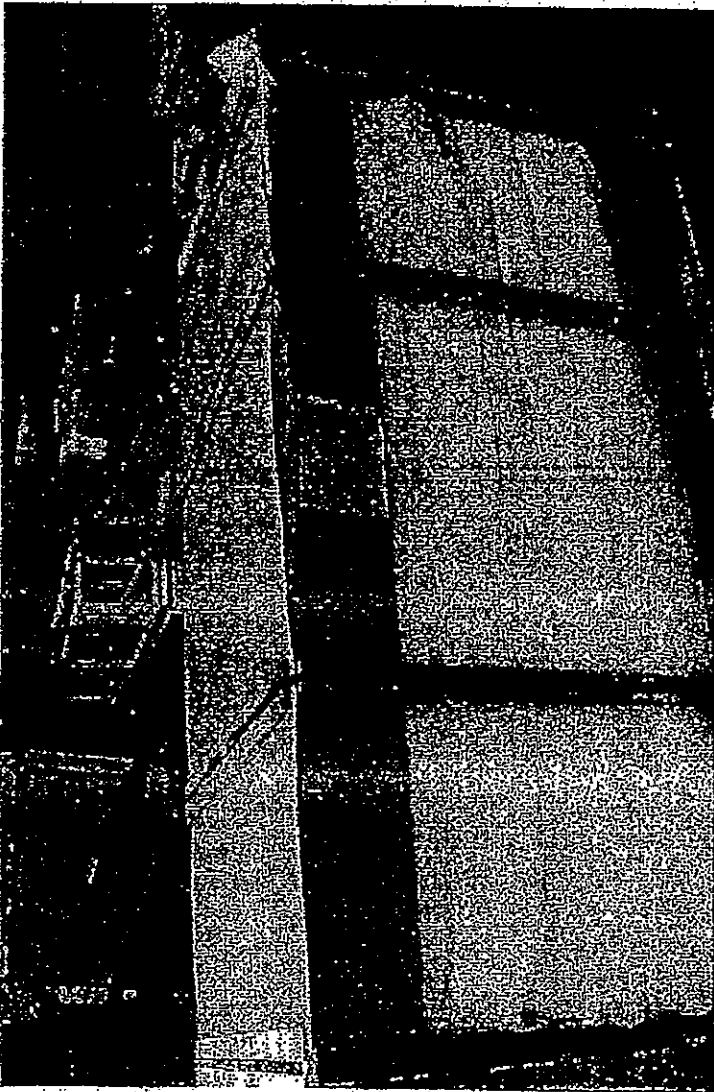
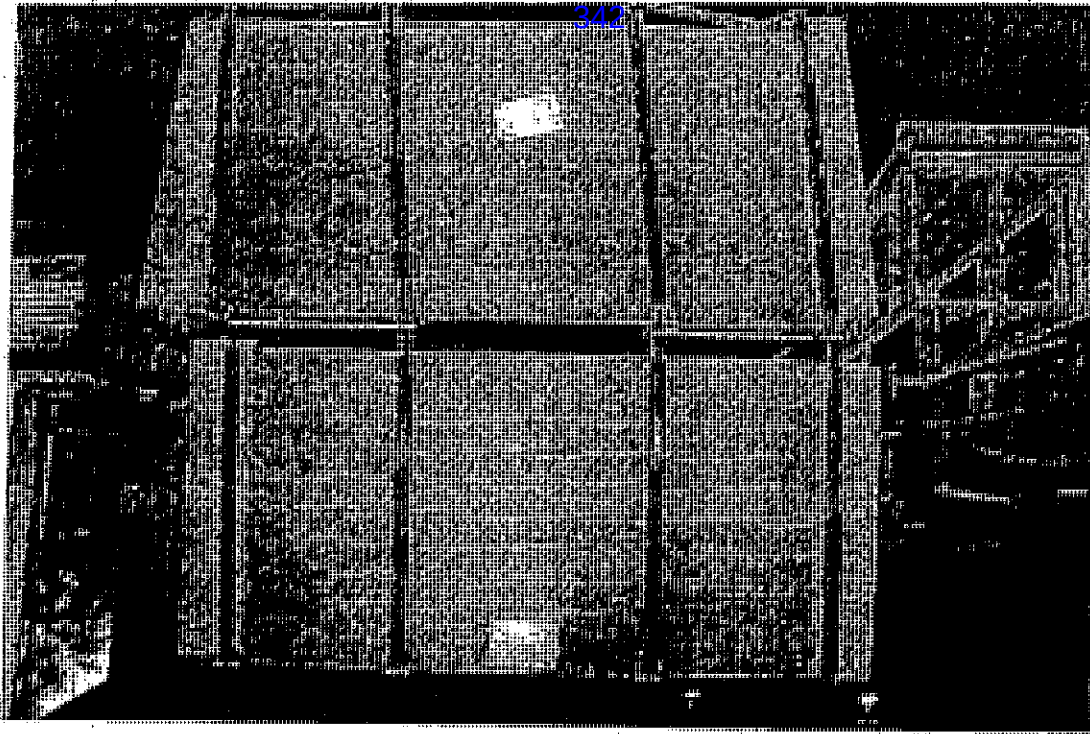
P.O.: 9854/10112/10264-6302

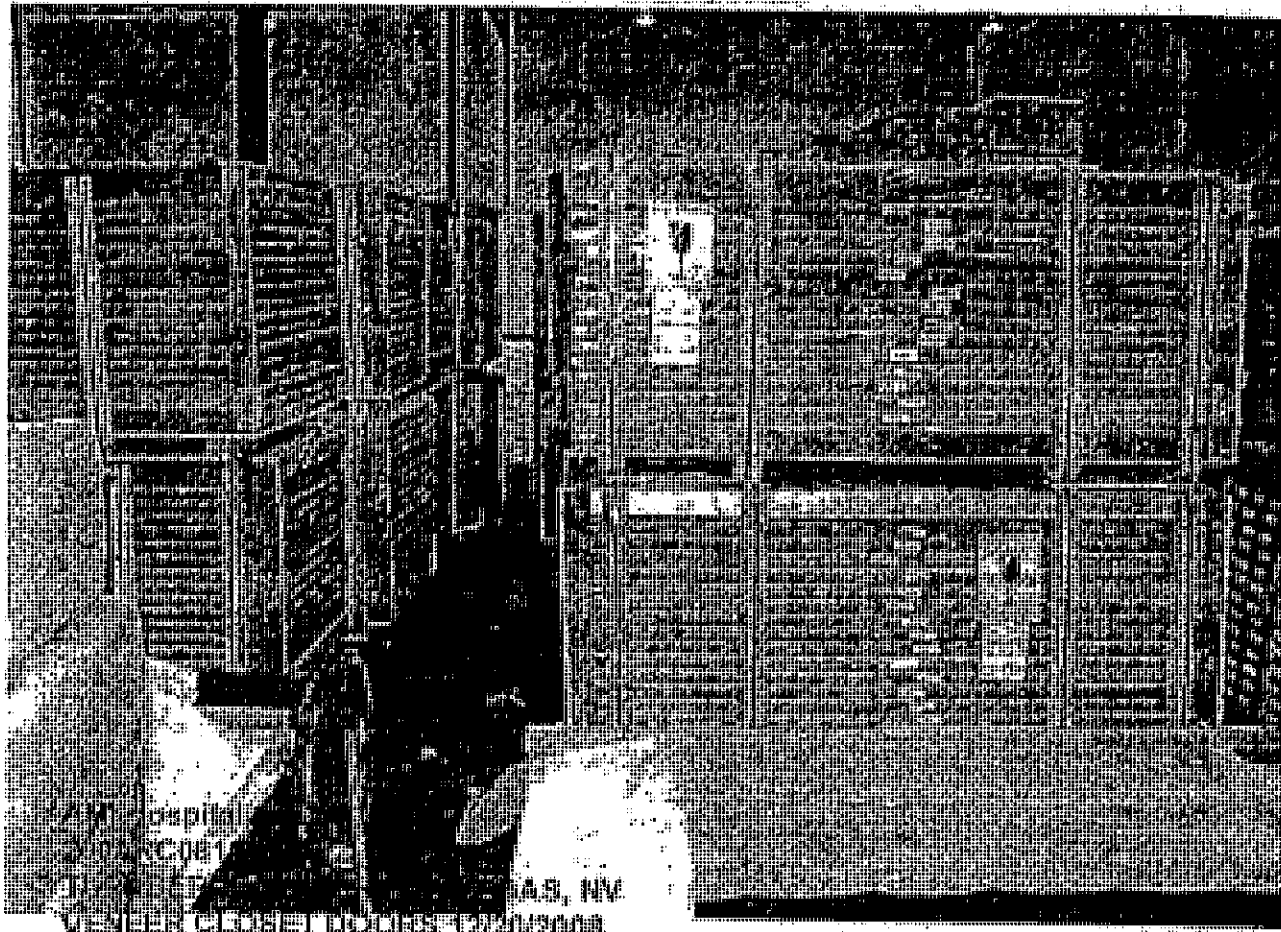
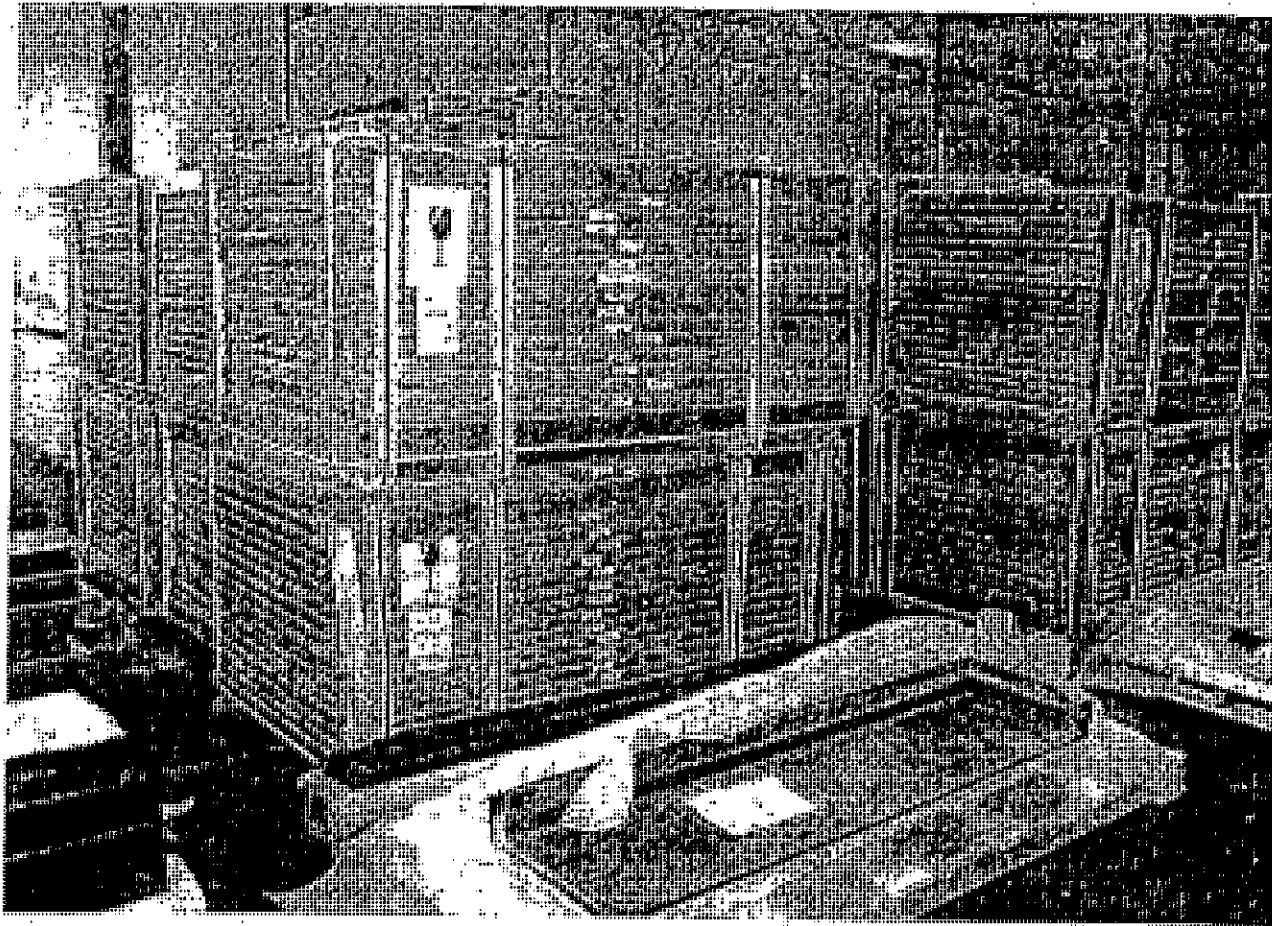
Container No: POCU 1078915(40)

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

SOUTH CHINA TIMBER INDUSTRY, LTD.

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







TURNBERRY TOWER LAG TEGAS, TX
VENEER CLOSET DOORS 12/20/2008

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

PACKING LIST

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

ORIGINAL
DATE: Nov. 25. 2008

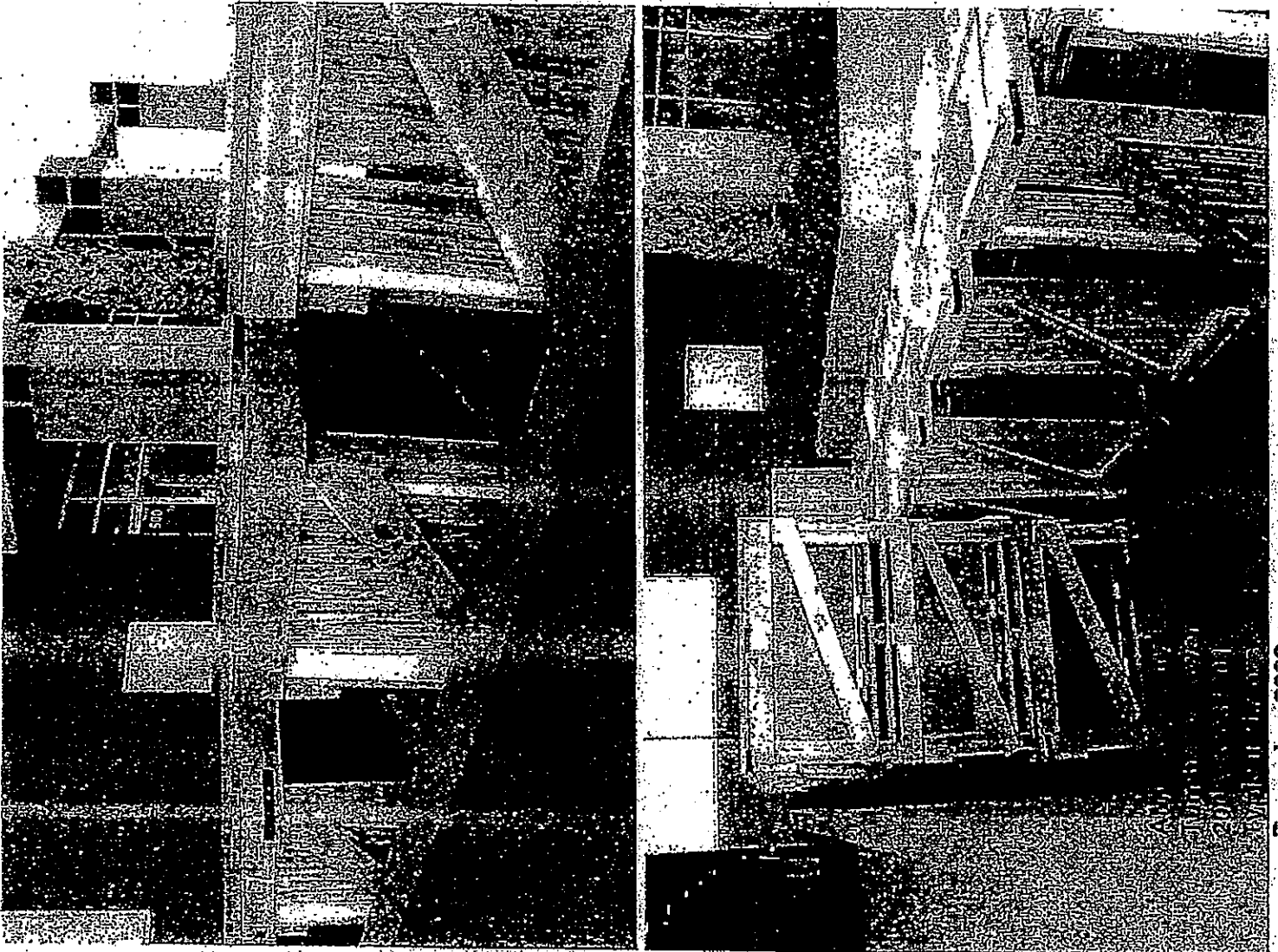
DESCRIPTION OF GOODS	QUANTITY (PCS)	PCS/CTN	QUANTITY (CTNS)	G/W (KGS)	N/W (KGS)		
DFSU400816/EMCCZZ7388	TEMPERED GLASS DOOR SETS						
2247x1197x10mm ✓	90	30	3	5930	5810		
1911x838x10mm ✓	211	30	7	8052	7772		
2247x1197x10mm ✓	10	30	1	696	646		
1911x838x10mm ✓	10			384	384		
152x2247x10mm ✓	10			82	82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

Typical Glass Shower Units
December 2008



December 2008







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

PACKING SLIP
 COPY

Sales Order Number: 17932
 Sales Order Date: 01/21/08
 Page: 1

Sold To: 2574
 AMI HOSPITALITY LLC
 BRETT W.
 4775 W. TECO., STE 130
 LAS VEGAS, NV 89118
 Ph: 702-227-7150
 Fax: 702-367-3729

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

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

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

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

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

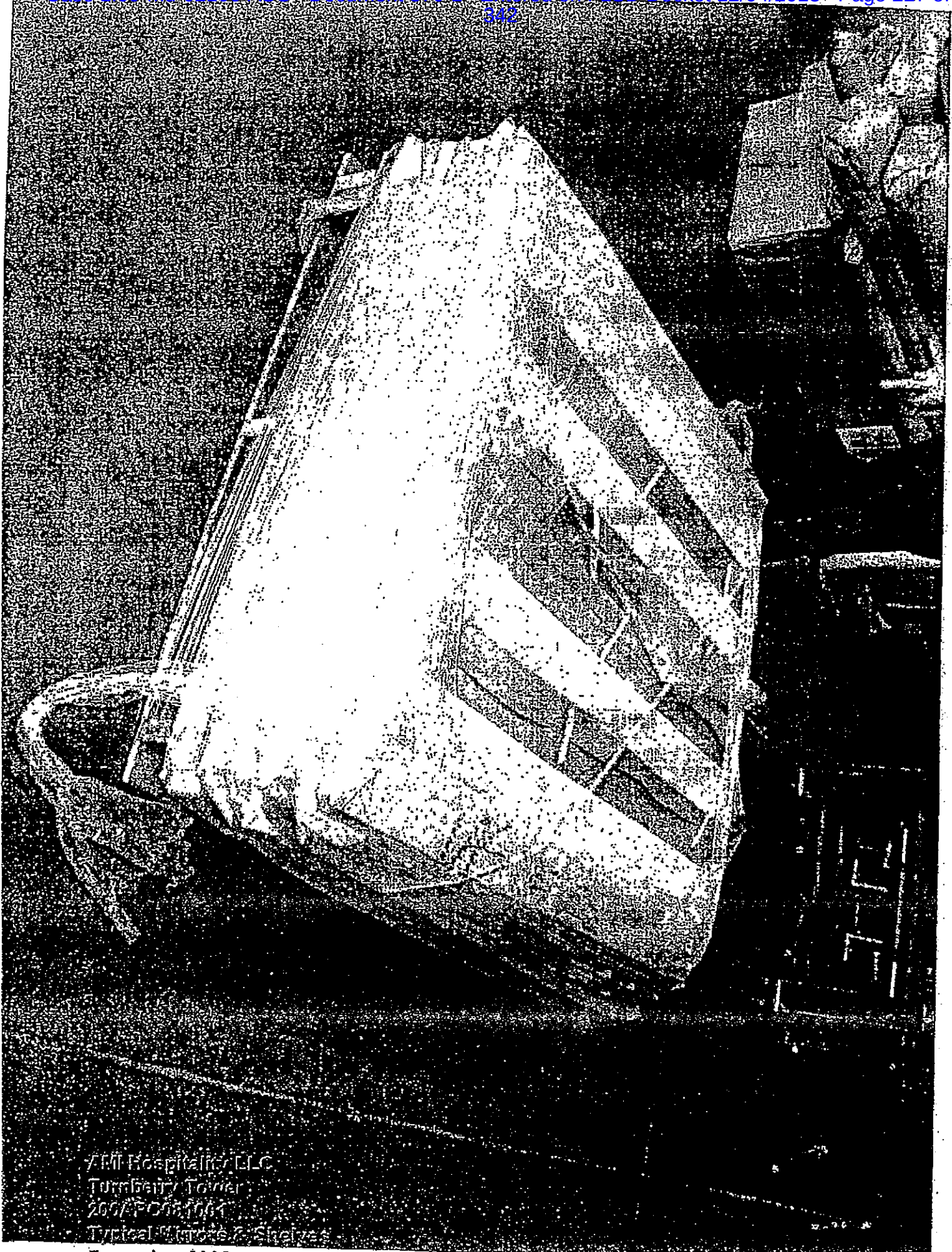
ANY QUESTION CALL AMER JAVAID, THANKS

Rec'd - 1 Pt 60 Pcs
 12-02-08

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

Conditions of Sale: Claims for damages resulting from delays or use of defective materials will not be allowed. No credit allowed for material in size. Customers must inspect all items within 48 hours and report any claims within 3 days after receipt of goods. No goods may be returned without permission in writing. All agreements are subject to the standard printed conditions which may be found on the back of our invoices. Our liability applies to replacement of materials only. No labor or other charges will be the responsibility of PRL Glass Systems Inc. Customer understands and agrees to pay for shipping charges. Collection Agencies: AMI Hospitality LLC

AMI Hospitality LLC
 Turnberry Tower
 200ARC081001
 Typical Mirrors & Shelves



AMI Hospitality, LLC
Turnberry Tower
2001 Peachtree
Typical Mirrors & Shelves



上海林南家具有限公司

Shanghai Etia Furniture Co., Ltd

4th floor, Wuzhong Business Centre, No 1099, Wuzhong RD, Minhang District, Shanghai, China, 201103

Tel: 86-21-61130808 Fax: 86-21-61130870

COMMERCIAL INVOICE

AMI Hospitality, LLC

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

030 Industrial Center DR # 500

Date: Nov 11th, 2008

Las Vegas, NV 89030

Tel: 702-644-9039 Fax: 702-644-7146

M # 10136

Release 3 A (2 Floors)

Mark & Nos.	Item	Product Descriptions	QTY PCS	Unit Price US\$	Total Sales Amount US\$
	1	2.0 Window Valance(1)	46	US\$197.56	US\$8,087.76
	2	3.0 TV shelf	2	US\$39.79	US\$79.58
	3	4.0 Niche Shelves A shelf	18	US\$102.61	US\$1,846.98
	4	4.1 Niche Shelves B,C left leg	8	US\$104.02	US\$832.16
	5	4.1 Niche Shelves D Right Leg	10	US\$104.02	US\$1,040.20
	6	A/5.1 Cove Soffit	2	US\$318.37	US\$636.74
	7	B/5.1 Cove Soffit Right	12	US\$401.26	US\$4,815.12
	8	B/5.1 Cove Soffit Left	8	US\$401.26	US\$3,210.08
	9	C/6.1 Cove Soffit	4	US\$187.07	US\$748.28
	10	D/6.2 Cove Soffit	2	US\$293.40	US\$586.80
	11	5.2 Cove Soffit CH-7E	4	US\$345.10	US\$1,380.40
	12	5.2 Cove Soffit CH-8/CH-9/CH-10E	6	US\$421.36	US\$2,528.16
	14	6.0 Niche Cove	38	US\$126.31	US\$4,799.78
	15	7.0 Top Valance@sliding door	2	US\$173.52	US\$347.04
	16	7.1 Top Valance@sliding door Right		US\$167.10	
	17	7.1 Top Valance@sliding door Left	18	US\$167.10	US\$3,007.80
	18	7.1 Top Valance@sliding door Both		US\$167.10	
	19	A/8.0 Head Board	12	US\$71.87	US\$862.44
	20	B/8.0 Head Board	20	US\$114.57	US\$2,291.40
	21	C/8.0 Head Board	2	US\$153.86	US\$307.72
	22	D/8.0 Head Board	2	US\$131.48	US\$262.96
	23	9.0 Cove @ Coridors	16	US\$401.55	US\$6,424.80
	24	10.0 L Angle moulding	36	US\$71.81	US\$2,585.16
	25	11.0 Desk Unit	10	US\$666.24	US\$6,662.40
	26	12.0 AOA Desk	1	US\$990.06	US\$990.06
	27	13.0 Door Jamb	4	US\$77.89	US\$311.56
	28	14.0 Uplift Niche Shelving(52 1/2"lg)	18	US\$151.07	US\$2,719.26
	29	14.0 Uplift Niche Shelving(48 1/2"lg)	2	US\$146.46	US\$292.92
	30	D/14.0 Uplift Niche Shelving	2	US\$101.95	US\$203.92
	30	U&L Cleats	391	US\$5.00	US\$1,955.00
	31	TOTAL FOB SHANGHAI	696		US\$63,818.46

10 floors endo millwork.

PACKING: PACKED WITH CTNS
 TOTAL: \$63,818.46 (SAY TOTAL SIXTY THREE THOUSAND EIGHT HUNDRED AND EIGHTEEN
 DOLLAR AND FORTY EIGHT ONLY)

MATERIAL: MDP BIRCH JUST FOR HOTEL PROJECT

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



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

4th floor, Wuzhong Business Centre, No 1089, Wuzhong RD, Minhang District, Shanghai, China, 201103
Tel: 86-21-61130608 Fax: 86-21-61130670

PACKING LIST

TO: AMI Hospitality, LLC
4030 Industrial Center DR # 500
N. Las Vegas, NV 89030
P: 702-644-9039 F: 702-644-7146

Invoice No.: ETNA-09USA01-080403-6
Date: Nov 16th, 2008

PO #: 10136
4th shipment (5 floors)

Mark & Nos.	Item	Product Descriptions	QTY PCS	Total NAW(KG)	Total GW(KG)	Total CBM	Package Number
N/M	1	2.0 Windows Valance(1)	118	1582	1733	12.85	55
	2	3.0TV shelf	5	40	44	0.18	2
	3	4.0 Niche Shelves A shelf	45	432	458	4.37	12
	4	4.1 Niche Shelves B,C left leg	20	128	138	0.88	4
	5	4.1 Niche Shelves D Right Leg	25	180	170	1.09	5
	6	A/5.1 Cove Soffit	5	174	180	1.19	3
	7	B/5.1 Cove Soffit Right	30	570	600	5.20	15
	8	B/5.1 Cove Soffit Left	20	380	400	3.47	10
	9	C/5.1 Cove Soffit	10	180	190	1.08	5
	10	D/5.2 Cove Soffit	5	126	135	1.12	3
	11	5.2 Cove Soffit CH-7E	10	160	170	1.50	6
	12	5.2 Cove Soffit CH-8/CH-9/CH-10E	15	618	653	3.77	15
	13	6.0 Niche Cove	95	884	912	5.88	24
	14	7.0 Top Valance@sliding door	5	58	60	0.60	2
	15	7.1 Top Valance@sliding door Right	45	565	615	3.75	15
	16	7.1 Top Valance@sliding door Left		548	574	3.50	14
	17	7.1 Top Valance@sliding door Both		52	56	0.50	2
	18	A/8.0 Head Board	30	140	150	1.13	5
	19	B/8.0 Head Board	50	390	429	4.87	13
	20	C/8.0 Head Board	5	43	45	0.31	1
	21	D/8.0 Head Board	5	72	78	0.60	2
	22	9.0 Cove @ Corners	40	740	780	5.98	20
	23	10.0 L Angle moulding	90	125	135	0.93	5
	24	11.0 Desk Unit	10	737	801	7.89	28
	25	12.0 AOA Desk	1	99	108	1.13	4
	26	13.0 Door Jamb	10	75	79	0.38	2
	27	14.0 Upr/Niche Shelving(52 1/2"lg)	45	480	518	3.05	12
	28	14.0 Upr/Niche Shelving(48 1/2"lg)	5	74	80	0.48	2
	29	D/14.0 Upr/Niche Shelving	5	160	188	0.58	4
	30	U&L Cleats	976	1220	1322	5.50	51
	31	TOTAL FOB SHANGHAI	1723	11019	11792	83.81	340

PACKING: PACKED WITH CTNS

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

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

20	7.1滑门门顶	松江	7.1Top Valance@sliding door Right	5	2
21	7.1滑门门顶	松江	7.1Top Valance@sliding door Left	45	15
22	7.1滑门门顶	松江	7.1Top Valance@sliding door Both	40	14
23	8.0床头板上部	松江	D/8.0 Head Board	5	2
24		松江	B/8.0 Head Board	50	13
25		松江	A/8.0 Head Board	30	5
26		松江	C/8.0 Head Board	5	1
27	9.0走廊执行背面	松江	9.0 Cove@Corridors	40	20
28	10.0 L型转角	松江	10.0 L Angle moulding	450	5
29	11.0书桌	松江	11.0 Desk Unit	10	5
30		松江	11.0 Desk Unit	10	10
31		松江	11.0 Desk Unit	10	10
32		松江	11.0 Desk Unit	10	3
33	12.0书桌	松江	12.0AOA DESK	1	1
34		松江	12.0AOA DESK	1	1
35		松江	12.0AOA DESK	1	1
36		松江	12.0AOA DESK	1	1
37	13.0 移门挡条	松江	13.0Door Jamb	10件板	1
38		松江	13.0Door Jamb	10件板	1
39	14.0 挂台	松江	14.0 Uplift Niche Shelving(521/2"lg)	45	12
40	14.0 挂台	松江	14.0 Uplift Niche Shelving(483/2"lg)	5	2
41	14.0 挂台	松江	D/14.0 Uplift Niche Shelving	5	2
42	14.0 挂台	松江	14.0 Uplift Niche Shelving	50	2
43	连接条L	松江	L Cleats	300	15
44	* 连接条U1	松江	U1 Cleats	190	10
45	连接条U2	松江	U2 Cleats	440	22
46	连接条U3	松江	U3 Cleats	20	2
47	连接条U4	松江	U4 Cleats	22	2
合计				包装箱数: 340	

业务审核: 财务总监: () 万以上需总裁签字确认)

出口货物: 总体积数: 83.81

总毛重: 11792

总净重: 11019

备注: 每批货物发出后, 特送黄单会传公司

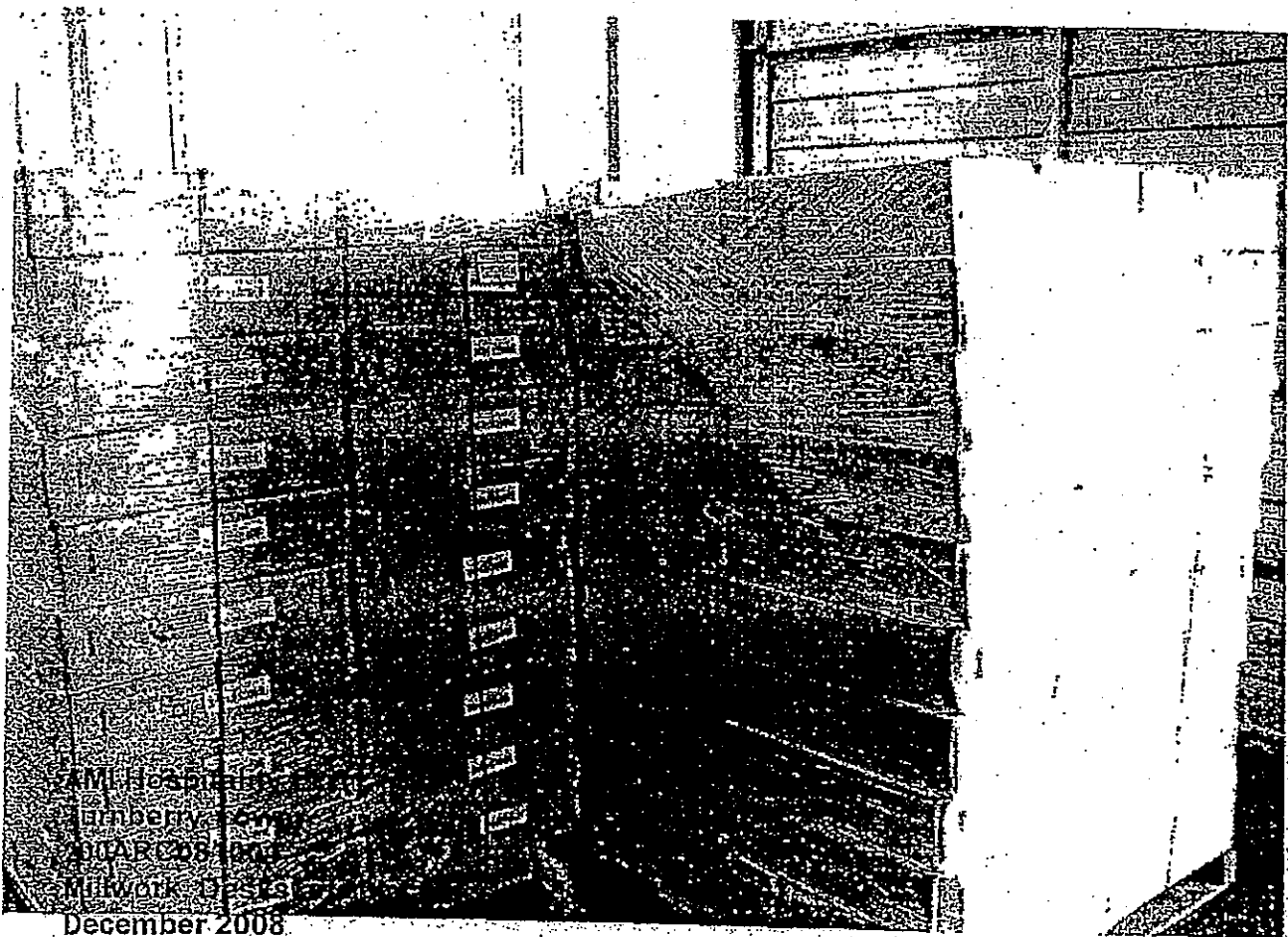
AMJ Hospitality LLC

Turnberry Tower

200ARC08100

Millwork, Desks and Valances

December 2008



Delivering.
FD-MF/03

www.ups.com CONSIGNEE COPY
R.O. BOX 1035
CLACKAMAS, OREGON 97015

TRAILER NUMBER FROM TO DATE

ROUTE (CARRIERS F/B NO., DATE AND INTERCHANGE POINTS)

PPD/COL

FREIGHT BILL NUMBER/PRO NO.

PURCHASE ORDER NUMBER

SHIPPER INSTRUCTIONS

SHIPPER NUMBER

SHIPPER B/L OR GBL NUMBER

LOAD NUMBER

DESCRIPTION OF ARTICLES / REMARKS

CLASS WEIGHT/LBS RATE CHARGES PPD COL

4 Pts 100LS

AMI Hospitality LLC
Tribberry Tower
200ARC081001
Millwork, Desks and van
December 2008

DELIVERED IN GOOD CONDITION EXCEPT AS NOTED IN REMARKS BY:
Last Name and Company

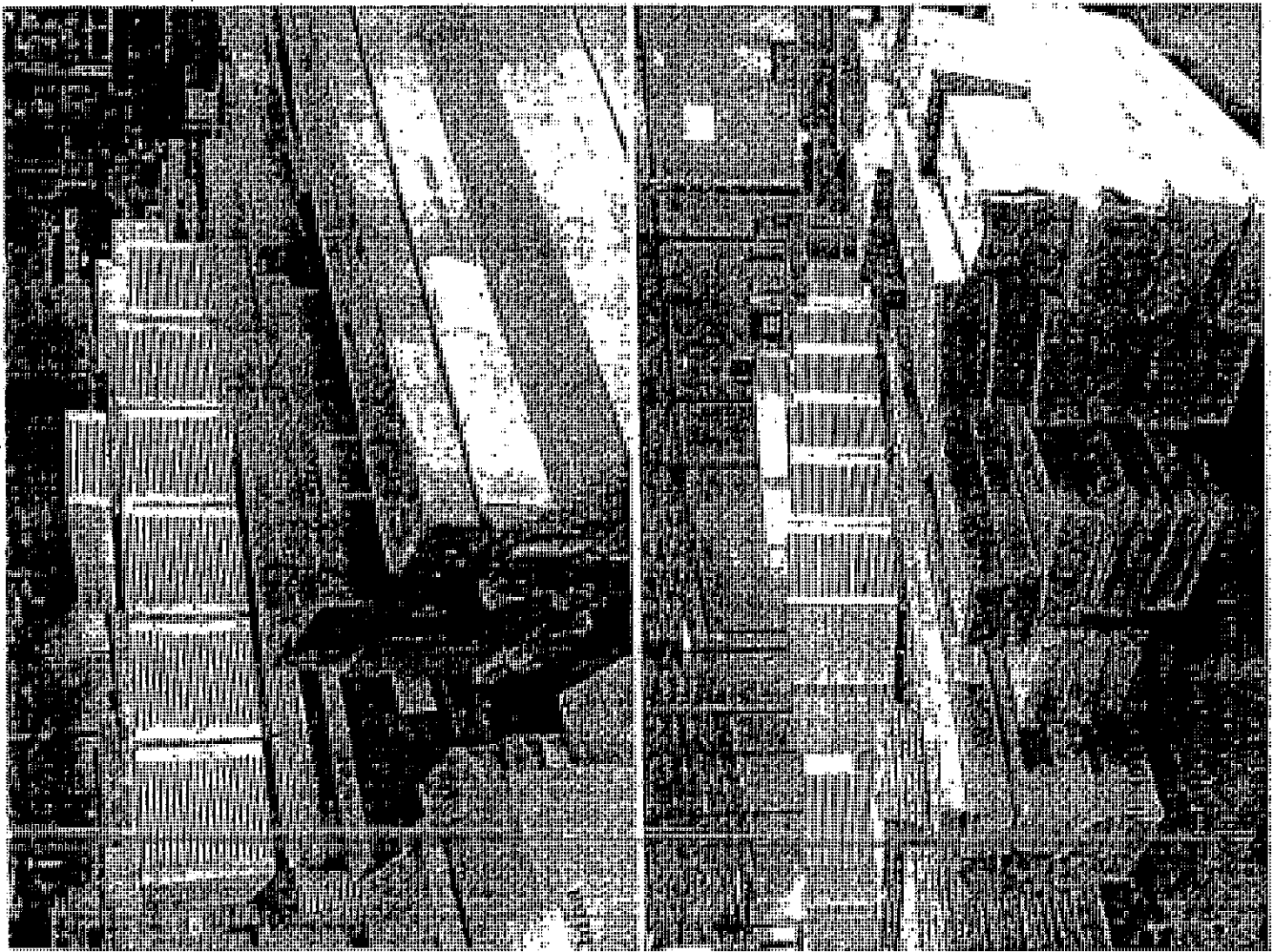
DELIVERED WITH SHRINK WRAP INTACT EXCEPT AS NOTED IN REMARKS
Pieces Delivered

Other Accessorial Services - Specify Above

Driver Name/Number

Date Delivered

Time Delivered



ALTERNATE STRAIGHT BILL OF LADING-SHORT FORM

ORIGINAL - NOT NEGOTIABLE

Shipper No: 9249

Carrier No: _____

Date: 12/10/2008

Fruitt

TO: Consignee AMI Hospitality		FROM: Shipper Down River LLC.	
Street 4030 Industrial Center Dr. Ste. 500		Street 3090 Memorial Dr.	
Destination North Las Vegas, NV.	Zip Code 89030	Origin Klamath Falls, OR.	Zip Code 97601
Route		Vehicle Number	EMERGENCY RESPONSE PHONE NO.

QUANTITY	DESCRIPTION	WEIGHT	RATE	CHARGES
2	BOARDS OF SHEETS OF FLAT GROUND WOOD Please see attached pack list for parts break down	39,206		
	Truck# 352			
	Trailer# 234			
	SO7044			
	PICTURES - 7-14			

SHIP TO: **GOB**

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

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

SHIPPER Down River LLC 001	CARRIER Fruitt	DATE 12-10-08
RECEIVED BY AMI Hospitality	PER [Signature]	
December 2008		

+ MARK WITH 'X' TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN TITLE 49 OF FEDERAL REGULATION For further details on SHIPPING HAZARDOUS MATERIALS see Federal Regulations 49 CFR, Part 17

Part	Part	Description	Length	Width	Weight
CH02A	CH02A15	Door LHR	40	93	25.5
CH02A	CH02A15	Door RHR	40	93	25.5
CH02BACC	CH02BACC07	Cabinet	3	44	9.5
CH03B	CH03B07	Cabinet	19	66	13.5
CH03B	CH03B15	Door LHR	19	91.5	20
CH03B	CH03B15	Door RHR	19	91.5	20
CH03B	CH03B23	Divider	19	96	29.5
CH03B	CH03B24	Divider Face	19	96	3
CH04A	CH04A15	Door LHR	10	93	25.5
CH04A	CH04A15	Door RHR	10	93	25.5
CH06A	CH06A15	Door LHR	30	93	25.5
CH06A	CH06A15	Door RHR	30	93	25.5
CH06B	CH06B07	Cabinet	30	66	9.5
CH07A	CH07A15	Door LHR	10	93	25.5
CH07A	CH07A15	Door RHR	10	93	25.5
CH08	CH08-15	Door LHR	10	93	25.5
CH08	CH08-15	Door RHR	10	93	25.5
Weight			18027.3125		16545.38

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

TownSteel Inc.

Packing List

707 N. Barranca Ave., Bldg. #6, Covina, CA 91723
 Tel: (626) 858-6080 Fax: (626) 858-3393

No: T9826-6491

Date: Nov 12, 2008

Ship To:

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

Bill To:

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

Customer I.D.	Purchase Order No.	Ship Date	Ship Via	Reference	Page
Arch	10838-6302RD	Nov 12, 2008	Central Freight (FQ)		2
Item	Description		Qty. Ordered	Qty. Shipped	Qty. B/O
	drawn and requested by AMI Hospitality. The accuracy of those dimensions are the sole responsibility of AMI Hospitality. TownSteel is only responsible for the quality of workmanship. 10/9/08 Bertt sent revised drawing to modify tooling.				

AMI Hospitality LLC
 Turnberry Tower
 200 ARCO 1001

Closet Packs and Hardware
 December 2008

Number Of Boxes:

Number Of Skids:

I ownsteel inc.

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

Ship To:

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

Bill To:

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

Packing List

No: T9529-6554

Date: Nov 12, 2008

Customer I.D.	Purchase Order No.	Ship Date	Ship Via	Reference	Page
Arch	10667-6302DO	Nov 12, 2008	Central Freight (FQ)		1
Item	Description	Qty. Ordered	Qty. Shipped	Qty. B/O	
TDP-16-US32	Door Pull, 16", US32, Single, 1" Diameter Tubing, for Standard 1" Thick Door, with ? mm Screw Bolt, (Due: 700 pcs on 12/5/08; 1,300 pcs on 1/19/09)	2,000		2,000	
TDP-16-US32 ✓	Door Pull, 16", US32, Single, 1" Diameter Tubing, for Standard 1" Thick Door, with ? mm Screw Bolt, (Due: 1/12/08 Air Freight)	600	600		
TDP-09-US32	Door Pull, 9", US32, Single, 1/2" Diameter Tubing, for 1 1/8" Thick Drawer Faces, with ? mm Screw Bolt, (Due: 800 pcs. on 12/05/08; 1,400 pcs. on 1/09/09)	2,200		2,200	
TDP-09-US32 ✓	Door Pull, 9", US32, Single, 1/2" Diameter Tubing, for 1 1/8" Thick Drawer Faces, with ? mm Screw Bolt (Due: 1/12/08 Air Freight)	600	600		
MISC	Air Freight: TDP-09 600 pcs., TDP-16 600 pcs. (ETA around 11/12/08)	1	1		
	For Condo Closet				
	Delivery: Make appointment 24 hours before delivery by calling (702)644-7145. Office hours 8 am to 5:30 pm (No deliveries between 12:00pm to 1:30 pm unless pre-arranged)				

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

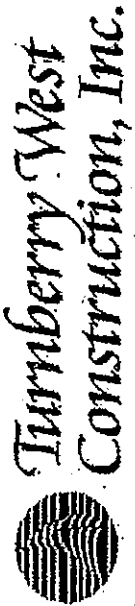
Chris Bricks
 11/13/08

Number Of Boxes: 2
 Number Of Skids: 1



December 2008

OFFSITE STORED MATERIALS



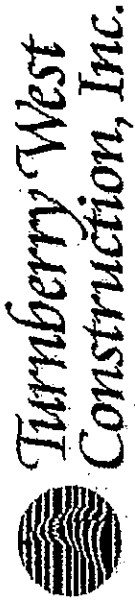
PROJECT: FONTAINEBLEAU LAS VEGAS
 TOWER 10-200
 ADDRESS: 2755 South Las Vegas Blvd.

Architectural Systems-Door Ko
 STORED MATERIALS STATEMENT NO. 2
 REQUISITION NO. 25
 Period Ending: 12/31/2008

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



OFFSITE STORED MATERIALS

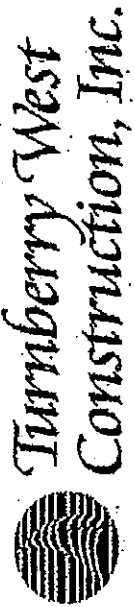


PROJECT: PONTAINEBLEAU LAS VEGAS
 TOWER 10-200
 ADDRESS: 2755 South Las Vegas Blvd.

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

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	OPENING INVENTORY	TRANSFERS FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
1	10200	2CM Granite slab, Antlique Brown	6026 Hauck Street Las Vegas, NV 89118	Ital Stone (Transfer from Cadillac)			315,999.31	\$ 15,414.30	\$ 300,585.01
Subtotal:					\$	\$	\$ 315,999.31	\$ 15,414.30	\$ 300,585.01

OFFSITE STORED MATERIALS



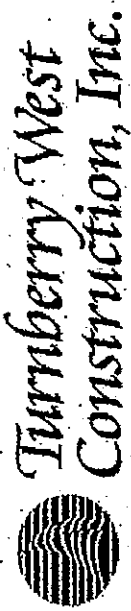
PROJECT: FONTAINEBLEAU LAS VEGAS
 TOWER-70-200
 ADDRESS: 2766 South Las Vegas Blvd.

TUSCANY COLLECTION

STORED MATERIALS STATEMENT NO. 1
 REQUISITION NO. 25
 Period Ending: 12/31/08

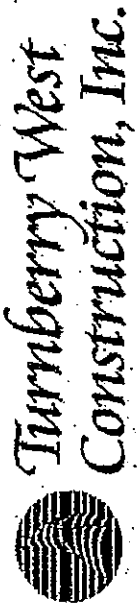
ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR OF SUPPLIER	OPENING INVENTORY	TRANSFERS FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
1	10200	1470 Sq Ft Netelit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

OFFSITE STORED MATERIALS



SUBCONTRACTOR	ITAL STONE	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRIZE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	OPENING INVENTORY	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
Job #	10200						
Project	Fontainebleau Las Vegas						
ITEM NO.	JOB			G	H	I	J = G + H - I
2	10200	2CM Galala Marble Slab	3750 W Quail Ave, Las Vegas, NV 89118	\$ 33,917.45	\$ -	\$ -	\$ 33,917.45
4	10200	2CM Marble Slab Elegant taupe	3750 W Quail Ave, Las Vegas, NV 89118	\$ -	\$ -	\$ -	\$ -
6	10200	4"x4" Mesh mnt 12 x Elegant taupe shower floor	3750 W Quail Ave, Las Vegas, NV 89118	\$ -	\$ -	\$ -	\$ -
8	10200	4"x12" Marble base Elegant taupe w right bn	3750 W Quail Ave, Las Vegas, NV 89118	\$ -	\$ -	\$ -	\$ -
10	10200	6"x12" Marble tile, Elegant taupe	3750 W Quail Ave, Las Vegas, NV 89118	\$ -	\$ -	\$ -	\$ -
12	10200	2CM Marble slab, White Carrara	3750 W Quail Ave, Las Vegas, NV 89118	\$ -	\$ -	\$ -	\$ -
14	10200	6"x24" White carrara bamboo finish	3750 W Quail Ave, Las Vegas, NV 89118	\$ -	\$ -	\$ -	\$ -
16	10200	2cm Marble slab, Linac	3750 W Quail Ave, Las Vegas, NV 89118	\$ -	\$ -	\$ -	\$ -
18	10200	6x12 Black pabble riverstone	3750 W Quail Ave, Las Vegas, NV 89118	\$ -	\$ -	\$ -	\$ -
20	10200	4"x4" Mesh mnt 12 x Calacatta shower floor	3750 W Quail Ave, Las Vegas, NV 89118	\$ -	\$ -	\$ -	\$ -
				\$ 82,067.10	\$ -	\$ 0	\$ 82,067.10
						OK \$	
						OK \$	82,097.10
						OK \$	82,097.10
						OK \$	82,097.10
						OK \$	82,097.10
						OK \$	82,097.10

OFFSITE STORED MATERIALS



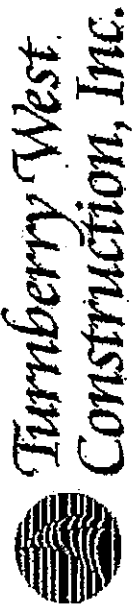
PROJECT: FOUNTAINBLEAU LAS VEGAS
 ADDRESS: Tower
 2755 South Las Vegas Blvd.

ITAL STONE

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

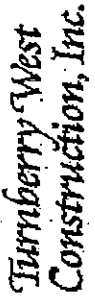
ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	OPENING INVENTORY	TRANSFERS FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
1	10200	2CM Calacatta oro marble slab	2020 Mendenhall Road N Las Vegas	559,155.30		173,476.15		732,631.45
2	10200	2CM Galala marble slab	2020 Mendenhall Road N Las Vegas	119,320.62		2,873.00		121,893.62
3	10200	12"x24" Marble Tile, Galala	2020 Mendenhall Road N Las Vegas	77,499.00				77,499.00
4	10200	2CM Marble Slab, Elegant taupe	2020 Mendenhall Road N Las Vegas	41,175.00				41,175.00
5	10200	12x12 Marble Tile, Elegant taupe	2020 Mendenhall Road N Las Vegas	30,840.22				30,840.22
6	10200	4"x4" Mesh mnt 12 x Elegant taupe shower floor	2020 Mendenhall Road N Las Vegas	9,600.00				9,600.00
7	10200	4"x12" Marble base, Elegant taupe	2020 Mendenhall Road N Las Vegas	5,100.00				5,100.00
8	10200	4"x12" Marble base, Elegant taupe w right bn	2020 Mendenhall Road N Las Vegas	850.00				850.00
9	10200	4"x12" Marble base, Elegant taupe w left bn	2020 Mendenhall Road N Las Vegas	850.00				850.00
10	10200	8"x12" Marble tile, Elegant taupe	2020 Mendenhall Road N Las Vegas	54,325.00				54,325.00
11	10200	12"x24" Marble Tile, Calacatta	2020 Mendenhall Road N Las Vegas	203,710.00		252,668.07		468,398.07
12	10200	2CM Marble slab, White Carrera	2020 Mendenhall Road N Las Vegas	45,122.28				45,122.28
13	10200	2CM Granite slab, Antique Brown	2020 Mendenhall Road N Las Vegas	315,999.31			315,999.31	0.00
14	10200	6"x24" White carrera bamboo finish	2020 Mendenhall Road N Las Vegas	12,251.13				12,251.13
15	10200	12"x24" Marble tile, White carrera	2020 Mendenhall Road N Las Vegas	28,250.00				28,250.00
16	10200	2cm Marble slab, Linas	2020 Mendenhall Road N Las Vegas	13,600.08				13,600.08
17	10200	1X3 Froisy glass tile	2020 Mendenhall Road N Las Vegas	337,440.00				337,440.00
18	10200	6x12 Black pebble riverstone	2020 Mendenhall Road N Las Vegas	27,354.25				27,354.25
19	10200	4"x4" Mesh mnt 12 x Galala shower floor	2020 Mendenhall Road N Las Vegas	45,390.00				45,390.00
20	10200	4"x4" Mesh mnt 12 x Calacatta shower floor	2020 Mendenhall Road N Las Vegas	91,705.00				91,705.00
21	10200	Mirrored Glass 12"x12" Preassembled	2020 Mendenhall Road N Las Vegas	43,238.00				43,238.00
22	10200	Michael Angelo 12"x24"	2020 Mendenhall Road N Las Vegas	27,648.00				27,648.00
TOTALS				2,075,543.37		439,337.22	315,999.31	2,195,361.28

OFFSITE STORED MATERIALS



PROJECT:	CONTAINER #	JOB NO.	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	OPENING INVENTORY	TRANSFER FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
FONTAINEBLEAU LAS VEGAS				SMES					
TOWER									
ADDRESS:	2755 South Las Vegas Blvd.								REQUISITION NO. 25 Period Ending: 12/31/08
1	10200	MSCU0229510	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
2	10200	MSCU2157459	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
3	10200	MSCU2862720	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
4	10200	MSCU36651783	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
5	10200	MSCU2495179	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
6	10200	MSCU2437486	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
7	10200	TCHU3938014	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
8	10200	ECMU2169342	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
9	10200	CMAU1568180	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
10	10200	CMAU1564988	Corinthian beige marble	2020 Mendenhall Road N Las Vegas					
11	10200	FSCU7461657	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	11,858.66			11,858.66	
12	10200	OAXU6929820	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,825.52			24,825.52	
13	10200	GLDU2256878	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	23,704.40			23,704.40	23,704.40
14	10200	ECMU1211730	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,081.36			24,081.36	24,081.36
15	10200	GLDU3495840	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,361.56			24,361.56	24,361.56
16	10200	GLDU0547778	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,425.64			24,425.64	24,425.64
17	10200	ZIMU2542268	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	25,035.16			25,035.16	25,035.16
18	10200	CRSU1077889	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,147.48			24,147.48	24,147.48
19	10200	ZIMU2546514	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,324.56			24,324.56	24,324.56
20	10200	GLDU5226861	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,405.12			24,405.12	24,405.12
21	10200	ZIMU2843963	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	23,653.48			23,653.48	23,653.48
22	10200	ZIMU2972401	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,623.32			24,623.32	24,623.32
23	10200	GLSU2046368	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,474.28			24,474.28	24,474.28
24	10200	ZIMU1333807	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,810.20			24,810.20	24,810.20
25	10200	CLHU2845098	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,117.08			24,117.08	24,117.08
26	10200	GLDU245852	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,341.38			24,341.38	24,341.38
27	10200	GLDU2801781	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,519.12			24,519.12	24,519.12
28	10200	CLHU2758451	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,623.68			24,623.68	24,623.68
29	10200	UESU2296375	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	23,895.16			23,895.16	23,895.16
30	10200	FSCU3682708	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	23,662.60			23,662.60	23,662.60
TOTALS					426,058.00		47,557.76	36,484.18	437,131.58

STORED MATERIAL SUMMARY - MONTHLY REPORT



PROJECT: Fontainebleau Las Vegas, LLC

Submitted by: Miele, Inc.

Location Stored At: Econ Appliance Warehouse

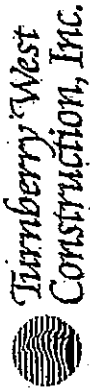
Application #: 3

Period To: 12/17/2008

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
G818SCVI	18" Slimline Dishwasher	\$ 19,012.92	\$ 19,012.92	-	-
KFN9755IDE	24" Bottom Mount Refrigerator	\$ 36,435.54	\$ 36,435.54	-	-
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
Total		\$ 55,448.46	\$ 55,448.46	-	-

Please Note:
 Materials listed on this form should correspond with the AIA Application for Payment form.
 Vendor Invoices are to be submitted for materials listed on this form.

STORED MATERIAL SUMMARY - MONTHLY REPORT



PROJECT: Fontainebleau Las Vegas, LLC
Tower

Submitted 11-Dec-08

Application #: 17

Period To: 12/31/2008

Location Stored At:

THYSSEN-KRUPP

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

AFFIDAVIT OF STORED MATERIAL

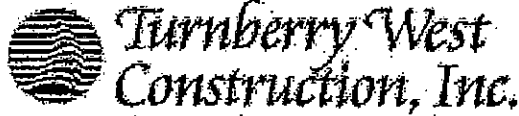
This AFFIDAVIT OF STORED MATERIAL ("Affidavit") is entered into and entered by and between ThyssenKrupp Elevator ("Subcontractor") on the one hand, and Turnberry West Construction Inc. ("Contractor") on the other and is made and entered into this 11th day of December 2008.

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

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

LEGAL:5829-003/876459.1

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



Bill of Sale

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

Attention: Robert Oehrli

RE: Stored Materials - Tower

Bill of Sale

The materials listed below are stored off-site at:

4855 WEST HARMON, LAS VEGAS, NV 89118

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

Materials

	<u>Amounts</u>
P 9-16 Qty 8 Elevator Controllers & Wiring	\$537,149
P 17-24 Qty 8 Entrances/Controllers/Cabs/Wiring/Fixtures	\$2,378,255
P 25-28 Qty 2 Controllers & Wiring	\$328,625

TOTALS

By: *Laurie Edsberg* Date: 32446 029 ✓
12/11/2008

Title: LAURIE EDSBERG
REGIONAL BILLING ANALYST

Company: ThyssenKrupp Elevator

DATED:

Subscribed and sworn before me this

ThyssenKrupp Elevator

(Company Name)

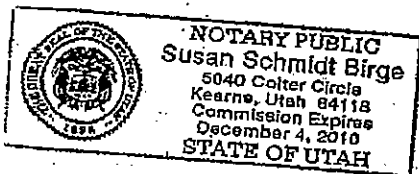
11th Day of December, 2008

11 Day of December, 2008

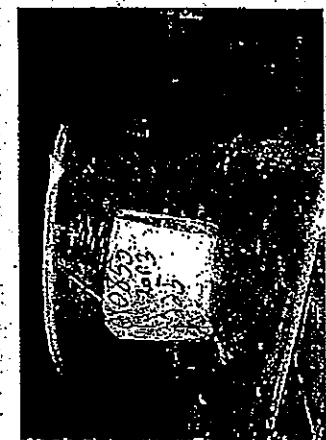
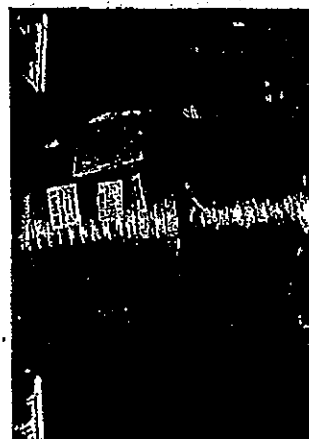
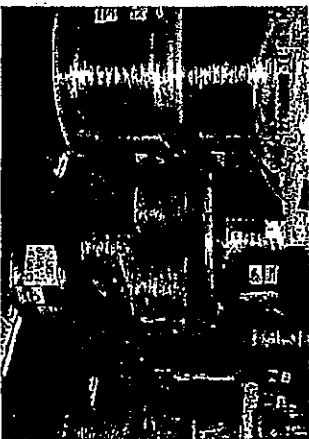
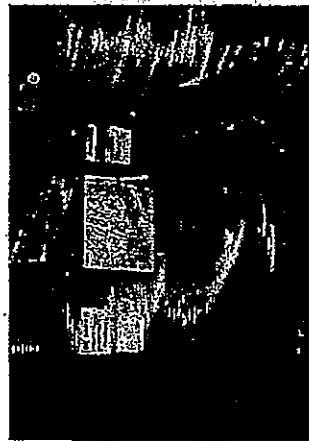
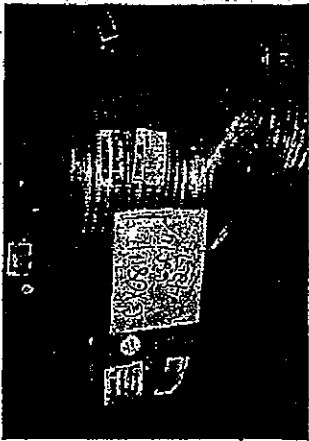
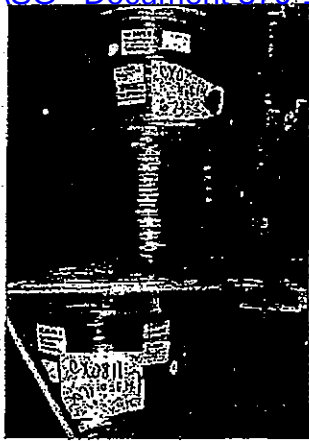
Notary Public: Susan Schmidt Birge
My commission expires: 12-4-2010

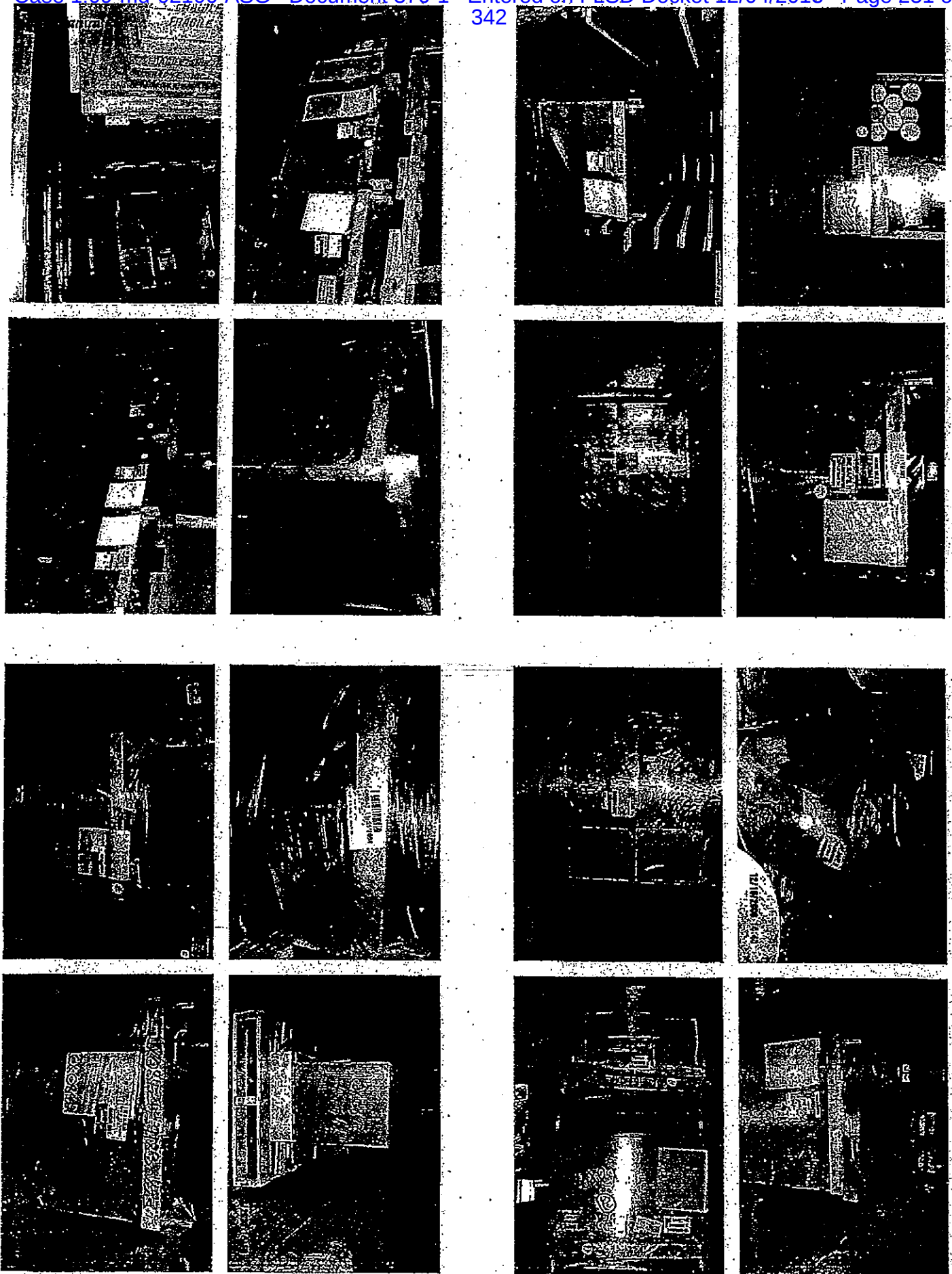
By: *Laurie Edsberg*
Print Name: LAURIE EDSBERG
Title: REGIONAL BILLING ANALYST

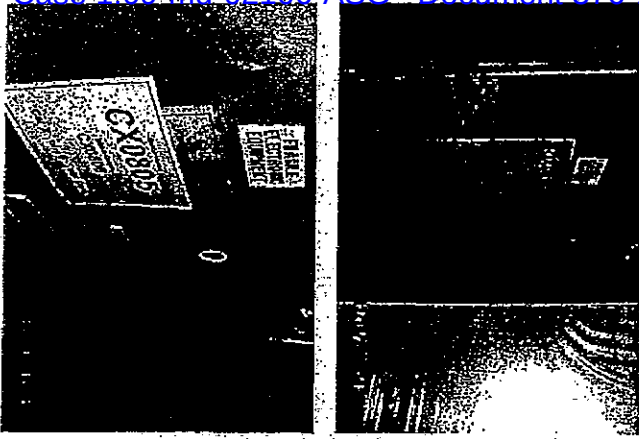
Notary Stamp



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







property described in the Original Bill of Lading.
 The property described below in apparent good order except as noted (contents and condition of packages unknown), sealed, consigned, and delivered as indicated below which shall confer the valid carrier liability throughout the contract as provided and permitted in possession of the property under the contract, except in case of loss, damage or delay, shall be delivered at the destination if on the route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each piece of or any of such property, that the carrier shall not be liable for loss or damage to such goods if any, and shall be liable in all or any of the property, that every receipt if so required by carrier shall be subject to all the written conditions of the Uniform Domestic Freight Bill of Lading and both (1) to Federal Motor Carrier Classification of Law if this is a motor carrier shipment, or (2) to the applicable motor carrier Classification of Law if this is a motor carrier shipment.
 Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, and that he is the classification of rate, which appears on the transportation of this shipment, and he has signed and executed the same by him or by his agent, and he has signed to the shipper and accepted for himself and his assignee.

342 595
 Seal: 03820
 at Middleton, TN
 SHIPPER'S NUMBERS

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

From **ThyssenKrupp Elevator Manufacturing Inc.**
 THYSSENKRUPP ELEVATOR
 (C/O) CONTAINER LAKE RESORTS
 4145 W. ALI BABA,
 STE A
 LAS VEGAS, NV 89115
 DATE: 11/24/2008
 CARRIER: HENSON
 CUSTOMER'S ORDER NUMBER: 1080G-X0855 B133581
 Freight ID: *TAG521*
 TAG521

Total Pieces: 23 Total Weight: 18,977.00

Pro Number:
 Comments:

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

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

[Handwritten Signature]
 12-11-08

3

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

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

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

ThyssenKrupp Elevator Manufacturing Inc. SHIPPER, PER [Signature] AGENT PER _____
 Permanent post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.

11/24/08

342 97-791
 Seal: 03835

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

ThyssenKrupp Elevator Manufacturing Inc.
 (Signature of consignor)
 If charges are to be prepaid, write or stamp here. "To be Prepaid."
 Rec'd \$ _____ to apply in prepayment of the charges on the property described herein.
 Agent of Cashier
 Per _____ (The signature here acknowledged only the amount prepaid.)
 Charges advanced \$ _____

From: ThyssenKrupp Elevator Manufacturing Inc. at: Middletown, TN
 CONSIGNEE TO: THYSSENKRUPP ELEVATOR C/O FONTAINEBLEAU RESORT & CASINO
 SHIPPER'S NUMBERS

4145 W ALI BABA STE A LAS VEGAS, NV 89118

DATE	CARRIER	Traffic ID
11/26/2008	TKX LOGISTICS	*T46507* *T46507*
CUSTOMER'S ORDER NUMBER	T46507	
105G-X0842	B133581	

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

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

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

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

SHIPMENT INCOMPLETE MORE FREIGHT TO FOLLOW

12/15/08
 Gary E. Carlson
 2

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

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

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

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

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

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER

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

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

11/26/08

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AGENTS NO. NO.

570-40

Seal: 02787

The property described below is intended for use as cargo and is not to be used for any other purpose. The carrier is not responsible for any loss or damage to the property unless the carrier is notified in writing of such use at the time of shipment. The carrier is not responsible for any loss or damage to the property unless the carrier is notified in writing of such use at the time of shipment. The carrier is not responsible for any loss or damage to the property unless the carrier is notified in writing of such use at the time of shipment.

Special handling instructions shall be in accordance with all the terms and conditions of the applicable tariff, including those on the back of this bill of lading, which govern the transportation of this shipment, and the applicable regulations and conditions which may apply to the shipment and accepted for himself and his agents.

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

From **ThyssenKrupp Elevator Manufacturing Inc.**
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT & CASINO

at **Middleton, TN**

ThyssenKrupp Elevator Manufacturing Inc.
 (Signature of consignor)

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

Rec'd to apply in prepayment of the charges on the property described herein

Agent of Cashier

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

Charges advanced

\$

4145 W ALI BABA
 STE A
 LAS VEGAS, NV 89118

92213

DATE	CARRIER	Trailer ID
12/12/2008	MC EXPRESS	*TA879A* *TA879A*
CUSTOMER'S ORDER NUMBER		T:8794
105G-X084I		

Job: **CK0841-12/05/2008 (C/O FONTAINEBLEAU RESORT & CASINO)**

Qty	Rec	UnitID	Description	Weight	RateClass
1	✓	2 GR3146	Rail and Jack Bundle	380	60
1	✓	2 SC3033	Cab Skid	460	
1	✓	2 SC3365 COP	Cab Skid	515	60
1	✓	2 SP5503 Sub A-Adapt	Misc HoistWay Components	750	65
1	✓	2 SP5627 Spile	Misc HoistWay Components	597	65

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

Qty	Rec	UnitID	Description	Weight	RateClass
1	✓	2 SC3141	Cab Skid	1,680	
1	✓	2 SC3145	Cab Skid	1,485	
1	✓	2 SH9630 Angle/Vaan	Skidded Hoistway Products	1,950	50
1	✓	2 SP5605 Sub B-Adapt	Misc HoistWay Components	1,220	65

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

Qty	Rec	UnitID	Description	Weight	RateClass
1	✓	2 SC3357 COP	Cab Skid	910	60
1	✓	2 SC3359 U	Cab Skid	874	60
1	✓	2 SC3360 U	Cab Skid	876	60
1	✓	2 SC3361 COP	Cab Skid	914	60

Total Pieces: 13 Total Weight: 12,611.00

Proc Number:

Comments:

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

SHIPMENT COMPLETE
NO MORE FREIGHT TO FOLLOW

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

James F. Gourd
 GARY F. GOURD
 12/17/08

2

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

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

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

ThyssenKrupp Elevator Manufacturing Inc.

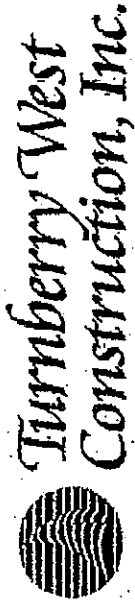
SHIPPER, PER

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

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

12/12/08

STORED MATERIAL SUMMARY



DESERT PLUMBING & HEATING

PROJECT: FONTAINEBLEAU LAS VEGAS - TOWER

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

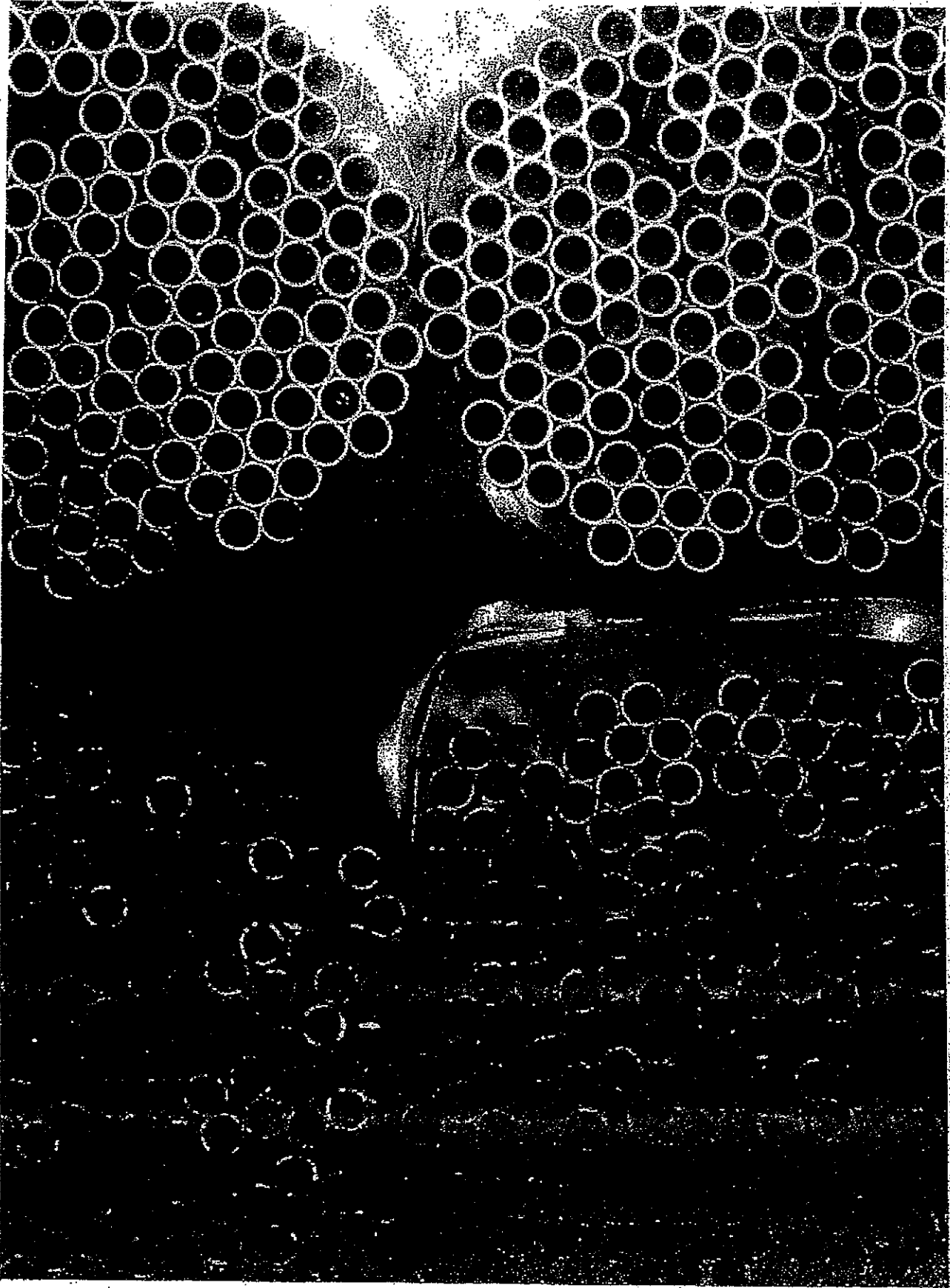
Onsite Stored Materials Statement - 16

REQUISITION NO. 25

Period Ending: 12/22/08

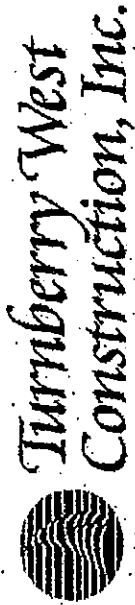
ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
1	10-200	Copper-Tower Plumbing (Kelly's Pipe & Supply) (TWC #200DES154001)(DPH-0601-4002)	TWC Warehouse	Desert Plumbing & Heating	\$ 520,342.98	\$	\$11,106.60	\$ 509,236.38
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			32940 feet		0 feet	32940 feet
C		1" Type L Copper Pipe			54800 feet		600 feet	54300 feet
D		1-1/2" Type L Copper Pipe			9240 feet		0 feet	9240 feet
E		2" Type L Copper Pipe			10540 feet		1200 feet	9340 feet
F		2-1/2" Type L Copper Pipe			14280 feet		0 feet	14280 feet
2	10-300	Copper-Garage Plumbing (Kelly's Pipe & Supply) (TWC #300DES154001)(DPH-0701-4003)	TWC Warehouse	Desert Plumbing & Heating	\$ 70,791.38	\$	\$ 10,011.26	\$ 60,780.12
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			200 feet		0 feet	200 feet
C		1" Type L Copper Pipe			1400 feet		0 feet	1400 feet
D		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
E		1-1/2" Type L Copper Pipe			1400 feet		0 feet	1400 feet
F		2" Type L Copper Pipe			4400 feet		0 feet	4400 feet
G		2-1/2" Type L Copper Pipe			2140 feet		860 feet	1280 feet
3	10-300	Copper-Garage Hydro (Kelly's Pipe & Supply) (TWC #300DPH151801)(DPH-0701-4007)	TWC Warehouse	Desert Plumbing & Heating	\$ 29,846.54	\$	\$ 8,405.84	\$ 21,440.70
A		3/4" Type L Copper Pipe			0 feet		0 feet	0 feet
B		1" Type L Copper Pipe			0 feet		0 feet	0 feet
C		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
D		1-1/2" Type L Copper Pipe			2400 feet		800 feet	1600 feet
E		2" Type L Copper Pipe			560 feet		560 feet	0 feet
F		3/4" Type M Copper Pipe			1800 feet		0 feet	1800 feet
G		1" Type M Copper Pipe			1400 feet		0 feet	1400 feet
H		1-1/2" Type M Copper Pipe			1800 feet		0 feet	1800 feet







STORED MATERIAL SUMMARY



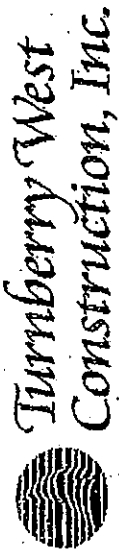
DESERT PLUMBING & HEATING

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

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

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
1	10-200	Copper-Tower Plumbing (Kelly's Pipe & Supply) (TWC #200DES154001)(DPH-0601-4002)	TWC Warehouse	Desert Plumbing & Heating	\$ 520,342.88	\$	\$11,108.60	\$ 509,236.38
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			32940 feet		0 feet	32940 feet
C		1" Type L Copper Pipe			54900 feet		600 feet	54300 feet
D		1-1/2" Type L Copper Pipe			9240 feet		0 feet	9240 feet
E		2" Type L Copper Pipe			10840 feet		1200 feet	9640 feet
F		2-1/2" Type L Copper Pipe			14280 feet		0 feet	14280 feet
2	10-300	Copper-Garage Plumbing (Kelly's Pipe & Supply) (TWC #300DES154001)(DPH-0701-4003)	TWC Warehouse	Desert Plumbing & Heating	\$ 70,791.38	\$	\$ 10,011.26	\$ 60,780.12
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			200 feet		0 feet	200 feet
C		1" Type L Copper Pipe			1400 feet		0 feet	1400 feet
D		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
E		1-1/2" Type L Copper Pipe			1400 feet		0 feet	1400 feet
F		2" Type L Copper Pipe			4400 feet		0 feet	4400 feet
G		2-1/2" Type L Copper Pipe			2140 feet		860 feet	1280 feet
3	10-300	Copper-Garage Hydro (Kelly's Pipe & Supply) (TWC #300DPH151801)(DPH-0701-4007)	TWC Warehouse	Desert Plumbing & Heating	\$ 29,846.54	\$	\$ 8,405.84	\$ 21,440.70
A		3/4" Type L Copper Pipe			0 feet		0 feet	0 feet
B		1" Type L Copper Pipe			0 feet		0 feet	0 feet
C		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
D		1-1/2" Type L Copper Pipe			2400 feet		800 feet	1600 feet
E		2" Type L Copper Pipe			560 feet		560 feet	0 feet
F		3/4" Type M Copper Pipe			1800 feet		0 feet	1800 feet
G		1" Type M Copper Pipe			1400 feet		0 feet	1400 feet
H		1-1/2" Type M Copper Pipe			1800 feet		0 feet	1800 feet

STORED MATERIAL SUMMARY



Bombard Electric

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

ITEM NO.	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR & SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY	K = J x 10% RETAINED AMOUNT NOT YET DUE*
1	Branch MC Cable	3455 W. Reno Ave	Sun Valley	0				
2	Temp Lighting	4375 S Valley View	Bombard Electric	0				
3	MC Cable	4375 S Valley View	Bombard Electric	140,431	92,639	138,260	94,810	9,481.00
4	Deck Sleeves	4375 S Valley View	Bombard Electric	4,038		4,038	0	
5	Electrical Switchgear	4375 S Valley View	Bombard Electric	594,517	746,319	594,517	746,319	74,631.90
6	Feeder MC Cable	4375 S Valley View	Bombard Electric	0				
7	Misc Commodity Electrical Materials	4375 S Valley View	Bombard Electric	95,294	200,632	95,294	200,632	20,063.20
8	Fire Alarm MC Cable	4375 S Valley View	Bombard Electric	33,710	80,305	18,300	15,410	1,541.00
9	Low Voltage Cabling	3950 Ponderosa #3	Bombard Electric	117,157		110,000	87,462	8,746.20
10	Lighting Fixtures	13169 Slover Ave, Fontana CA	Lightolier	218,457			218,457	21,845.70
11	Low Voltage Materials	3950 W. Diablo Dr Whse #6	NEDCO Supply	622,756	41,682		408,406	40,840.60
12	Low Voltage Materials	4375 S Valley View	Bombard Electric	14,757			41,682	4,168.20
13	Electrical Switchgear	5570 S. Valley View	Crescent Supply	0				
14	Lighting Fixtures	3950 W. Diablo Dr	NEDCO Supply	1,019,283	11,550	233,680	797,153	79,715.30
15	MC Cable	4375 S Valley View	Bombard Electric	259,417		188,200	71,217	7,121.70
16	Cable Tray	3455 W. Reno Ave	Sun Valley	94,476			94,476	9,447.60
17	Wiring Devices	6065 Polaris	WESCO	461,637		86,000	375,637	37,563.70
18								
19								
20								
21								
22								
23								
24								
TOTALS(OR SUBTOTALS)				3,675,930	1,173,127	1,697,396	3,151,661	315,166

TOTALS(OR SUBTOTALS)

Prepared by Inspection Valuation International, Inc.
 Revised on 6/15/07

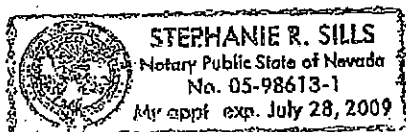
U:\D\ck P\Acdr\ Job Files\963207 Fontainebleau Tower\063207 Billing\Stored Material Summary\Stored Material Summary Billing #20.xls



Turnberry West Construction, Inc.

_____ Day of _____
 Notary Public: Stephanie R Sills By: [Signature]
 My commission expires: 07/28/09 Print Name: Kenneth A. Kefalas
 Title: President

Notary Stamp



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

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

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

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

DATED: December 17, 2008

SUBCONTRACTOR NAME

By: Dick Pendleton

Title: Project Manager

STATE OF NEVADA
COUNTY OF CLARK

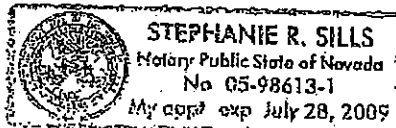
On this 17 day of September, 2007 before me, _____ Notary Public personally appeared Dick Pendleton. He/She is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the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

Stephanie R Sills

Notary Public, State of Nevada

07/28/09

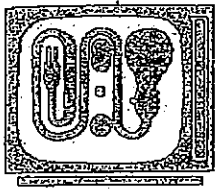
My Commission Expires



LEGAL:5829-003/876459.1

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

INVOICE



NEDCO SUPPLY

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

FAX (702) 367-2751

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

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

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

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

LV736 coils

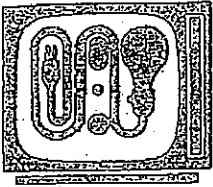
SALESMAN 10

Order Date	Invoice #	Customer #	Customer Purchase Order	Shipped Via/Setting			
10/22/08	00300	105002	LV9916-736	O/T HOLD FOR RELEASE			
Qty Ordered	Qty Shipped	Qty B/O	Part Number Description	Disp	Net Price	U/IN	Amount
			***** BILLING ONLY ***** * MATERIAL IS STORED AT NEDCO WHSE * * WAITING FOR RELEASE TO DELIVER * *****				
2700	313	2387	UUNMDUDDM8C6 UNIPRISE BP DATA MODULE CAT6		31.18	E	9,759.34
1300	1300	0	UUNMDU1D6T UNIPRISE TELE DISTRIBUTION		21.18	E	27,534.00
2000	2000	0	TSNS6QS T&B RG6 SNAP-N-SEAL F CONNECTOR		.30	E	600.00
PRE-BILL & STORE PER LANCE KOHLER							
<p><i>Low Voltage Material</i></p> <p><i>37,893</i></p> <p><i>10% off 3,789</i></p> <hr/> <p><i>\$ 41,682</i></p>							
TOTAL INVOICES							37,893.30

TERMS and CONDITIONS: All arrangements have been made. By invoice, buyer agrees to pay interest all costs, including sellers actual att collection of the Buyer(s) account at ...
 be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICES	37,893.30
<p><i>NOV. 11 2008</i></p>	

INVOICE



NEDCO SUPPLY

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

FAX (702) 367-2751

INVOICE # 452106-04

Invoice Date 11/10/08

TERMS: 2% 10TH N25

YOU MAY DEDUCT \$44.73 IF THIS INVOICE IS PAID BY 12/10/08

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

SHIP TO: BOMBARD ELECTRIC
 4375 VALLEY VIEW STE.E
 C/O CYNTHIA VALENCIA
 #1002779804-L2 89103

LV730CP11/10/08

SALESMAN 10

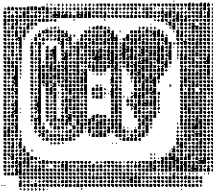
Order Date	Entered By	Customer	Customer Purchase Order	Shipped Via/Route			
8/05/08	00303	105002	LV9352-736	OIT 237977			
Qty Ordered	Qty Shipped	Qty B/O	Part Number Description	Dist	Net Price	UOM	Amount
3025	1125	1900	***** BILLING ONLY ***** * MATERIAL IS STORED AT NEDCO WHSE * * WAITING FOR RELEASE TO DELIVER * ***** L476052BP LEVITON CUSTOM BACK PLATE **PRE-BILL AND STORE** **PER LANCE @ BOMBARD ELEC.**		24.21	E	27,236.25

RECEIVED
 NOV 18 2008
 BOMBARD ELECTRIC

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE 27,236.25
 44.73

INVOICE



NEDCO SUPPLY

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

FAX (702) 367-2751

INVOICE # 477047

Invoice Date 11/04/08

TERMS: 2% 10TH N25

YOU MAY DEDUCT 98.28 IF THIS INVOICE IS PAID BY 12/10/08

SOLD TO: BOMBARD ELECTRIC
FOUNTAINBLEAU
3570 W POST RD.
LAS VEGAS, NV 89118

SHIP TO: BOMBARD ELECTRIC
FOUNTAINBLEAU
4375 VALLEY VIEW STE.E
#1002779804-L2

LV736 coilistog

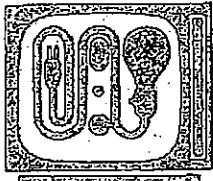
SALESMAN 10

Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Route	Disc	Net Price	U/P	Amount
10/16/08	00303	105002	LV9875-736	O/T C/O CYNTHIA #241374				
69	0	69	URFESLGEMT2U COMMSCOPE 2RU FIBER ENCLOSURE			188.00	E	.00
140	0	140	UMFALC12AQ10 UNIPRISE LC DUPLEX CPLR AQUA			24.60	E	.00
140	140	0	USFALC12BL10 UNIPRISE SM LC DUPLEX CPLR AQUA			35.10	E	4,914.00
1800	0	1800	UMFCLCR0910 UNIPRISE MM LC ANAEROBIC CONN			463.00	C	.00
1800	0	1800	USFCLCR09100 UNIPRISE SM LC ANAEROBIC CONN			556.00	C	.00

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE 4,914.00
08/28

INVOICE



NEDCO SUPPLY

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

FAX (702) 367-2751

INVOICE # 477047-03

Invoice Date 11/17/08

TERMS: 2% 10TH NET 25

YOU MAY DEDUCT 366.84 IF THIS INVOICE IS PAID BY 12/10/08

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

SHIP TO: BOMBARD ELECTRIC
 FONTAINEBLEAU
 4375 VALLEY VIEW STE.E
 #1002779804-L2

UV736 computers

SALESMAN 10

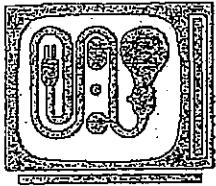
Order Date	Entered By	Customer	Customer Purchase Order	Shipped Via/Loading			
10/16/08	00303	105002	LV9875-736	O/T C/O CYNTHIA #241374			
Qty Ordered	Qty Shipped	Qty B/G	Part Number Description	Disc.	Net Price	U/M	Amount
1800	1800	0	UMFCLCR0910 UNIPRISE MM LC ANAEROBIC CONN		463.00	C	8,334.00
1800	1800	0	USFCLCR09100 UNIPRISE SM LC ANAEROBIC CONN		556.00	C	10,008.00

NOV 20 2008
 50-ARRE...

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE	18,342.00
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INVOICE



NEDCO SUPPLY

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

FAX (702) 367-2751

INVOICE # 356290-14

Invoice Date 11/20/08

TERMS: NET 25TH

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

**SHIP TO: SOURCERY
27051 BURBANK AVE.
FOOTHILL RANCH, CA 92610
#1002779804-L2**

W736
***DIRECT* CP112408**

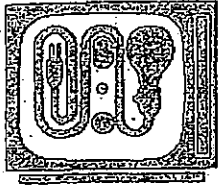
SALESMAN 10

Order Date	Entered By	Customer	Call Order / Purchase Order	Shipped Via / Billing	Disc	Net Price	U/M	Amount	
11/27/07	303KV	105002	7750-736	DIRECT 223992					
393000	72000	321000	C75N4BLUE COMMSCOPE CAT6+ ULTRAMEDIA BLUE PVC			155.00	M	11,160.00	
318000	75000	243000	C75N4WHITE COMMSCOPE CAT6+ ULTRAMEDIA WHITE PVC			155.00	M	11,625.00	
333000	75000	258000	C75N4RYEL COMMSCOPE CAT6+ ULTRAMEDIA YEL			155.00	M	11,625.00	
<p>WIRE TO BE SENT DIRECTLY TO SOURCERY PER DAVE CALLAHAN @ BOMBARD ELECTRIC</p>									
								TOTAL INVOICE	34,410.00

TERMS and CONDITIONS: All accounts are net-30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

*** DIRECT ***

INVOICE



NEDCO SUPPLY

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

FAX (702) 367-2751

INVOICE # 356290-16

Invoice Date 11/24/08

TERMS: NET 25TH

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

SHIP TO: SOURCERY
 27051 BURBANK AVE.
 FOOTHILL RANCH, CA 92610
 #1002779804-L2

LI 736

* DIRECT * *CP 11/24/08* SALESMAN 10

Order Date	Order By	Customer	Customer Purchase Order	Shipped Via/Source			
11/27/07	303KM	105002	7750-736	DIRECT 223992			
Qty Ordered	Qty Shipped	Qty B/G	Part Number Description	Disc	Net Price	U/M	Amount
267000	75000	192000	C75N4RTEAL COMMSCOPE CAT6+ ULTRAMEDIA TEAL WIRE TO BE SENT DIRECTLY TO SOURCERY PER DAVE CALLAHAN @ BOMBARD ELECTRIC		155.00	M	11,625.00
							40V 8 2 00
TOTAL INVOICE							11,625.00

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

* DIRECT *

Remit to :



INVOICE

702-876-9888

FILE 57072
LOS ANGELES CA 90074-7072

Invoice No: 938114943
Invoice Date: 11/18/2008
Account Number: 309984
Account Name: BOMBARD ELECTRIC

Bill-To:
BOMBARD ELECTRIC
3570 WEST POST ROAD
LAS VEGAS NV. 89118
USA

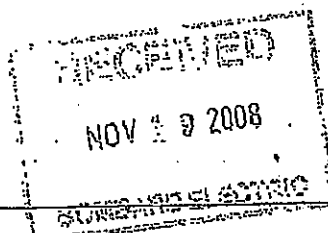
Ship-To:
BOMBARD ELECTRIC
FONTAINEBLEAU RESORTS
4375 S. VALLEY VIEW, STE. E
LAS VEGAS NV 89103
USA

903207 copier/lot

Page 1 of 1

Order Number: 13534-963207						
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rc. To
324467380			11/17/2008	FACTORY		K McNamara
Quantity	Catalog # / Description			Unit Price / Unit	Amount	
1	LOT MATERIAL FOR JOB WIREMOLD CO					
110	Consisting of 828PRGFI-BRN WIREMOLD CO					

Terms of Payment Net 45 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Lot Total:	1,539.00
	Freight:	0.00
	Handling:	0.00
	Tax:	0.00
	Total Due:	1,539.00



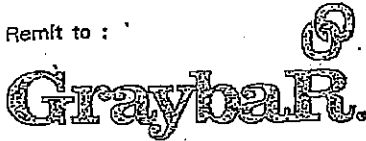
Terms and Conditions of sale:

- ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
- PRICES AND SHIPMENTS - Unless otherwise specified, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
- RETURN OF GOODS - Credit will be issued to cover cost of handling.
- TAXES - Prices shown do not include tax. Upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or prov.
- DELAY IN DELIVERY - Seller is not responsible for any delay in shipment or delivery.
- WARRANTIES - Seller warrants that the goods are merchantable and fit for the purpose intended for use in or in connection with a nuclear facility. If transferable warranties made to Seller by the manufacturer of the goods, SELLER'S WARRANTIES ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
- LIMITATION OF LIABILITY - Buyer's liability shall be limited to the purchase price, all at Seller's option, and in no case shall Seller be liable for more than five (5) days after receipt of shipment.
- WAIVER - The failure of Seller to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall any agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller with respect to the goods hereunder.
- MODIFICATION OF TERMS AND CONDITIONS - Any modification of these terms and conditions shall be binding on Seller with respect to the goods hereunder.
- REELS - When the Seller ships reels, the nearest Graybar service location to return reels.
- CERTIFICATION - We hereby certify that the goods hereunder conform to the specifications and orders of the United States and are hereby deemed to be material alterations and notice of objection to them.

FLOOR BOX TRIM
COMMODITY MATERIAL
\$36,199
10%
3,620
\$39,819

Return this copy with your payment.

Remit to :



INVOICE

702-876-9888

FILE 57072
LOS ANGELES CA 90074-7072

Invoice No: 937656859
Invoice Date: 10/28/2008
Account Number: 309984
Account Name: BOMBARD ELECTRIC

Ship-To:
BOMBARD ELECTRIC
FONTAINEBLEAU RESORTS
4375 S. VALLEY VIEW, STE. E
LAS VEGAS NV 89103
USA

Bill-To:
BOMBARD ELECTRIC
3670 WEST POST ROAD
LAS VEGAS NV 89118
USA

OCT 29 2008

9603207 CP11/3/08

Page 1 of 1

Order Number: 13534-963207						
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
324467380			10/27/2008	FACTORY		K McNamara
Quantity	Catalog # / Description			Unit Price / Unit	Amount	
1	LOT MATERIAL FOR JOB WIREMOLD CO					
	790 Consisting of 828PRGFI-BRN WIREMOLD CO					

Terms of Payment Net 45 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Lot Total: 11,229.00 Freight: 0.00 Handling: 0.00 Tax: 0.00 Total Due: 11,229.00
--	--

Terms and Conditions of sale:

- 1. ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
- 2. PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
- 3. RETURN OF GOODS** - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of site suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
- 7. LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- 8. WAIVER** - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
- 9. MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
- 10. REELS** - When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 11. CERTIFICATION** - We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

Return this copy with your payment.

Remit to :



INVOICE

702-876-9888

FILE 57072
LOS ANGELES CA 90074-7072

Bill-To:
BOMBARD ELECTRIC
3570 WEST POST ROAD
LAS VEGAS NV 89118
USA

Invoice No: 937753234
Invoice Date: 10/31/2008
Account Number: 309984
Account Name: BOMBARD ELECTRIC

Ship-To:
BOMBARD ELECTRIC
FONTAINEBLEAU RESORTS
4375 S. VALLEY VIEW, STE. E
LAS VEGAS NV 89103
USA

963207 cp11/3/08

Page 1 of 1

Order Number: 13534-963207						
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
324467380			10/29/2008	FACTORY		K McNamara
Quantity	Catalog # / Description			Unit Price / Unit	Amount	
1,533	880MPA WIREMOLD CO					
1	LOT MATERIAL FOR JOB WIREMOLD CO					
210	Consisting of 817PCC-BRN WIREMOLD CO					

Terms of Payment Net 45 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Lot Total:	14,054.75
	Freight:	0.00
	Handling:	0.00
	Tax:	0.00
	Total Due:	14,054.75

Terms and Conditions of sale:

- ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
- PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
- RETURN OF GOODS** - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
- TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provides Seller with acceptable tax exemption certificate.
- DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
- WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
- LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- WAIVER** - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
- MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
- REELS** - When the Seller ships renewable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- CERTIFICATION** - We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

NOV 3 2008

Return this copy with your payment.

Remit to :



INVOICE

702-876-9888

FILE 57072
LOS ANGELES CA 90074-7072

Invoice No: 937715308
Invoice Date: 10/29/2008
Account Number: 309984
Account Name: BOMBARD ELECTRIC

Ship To:
BOMBARD ELECTRIC
FONTAINEBLEAU RESORTS
4375 S. VALLEY VIEW, STE. E
LAS VEGAS NV 89103
USA

Bill To:
BOMBARD ELECTRIC
3570 WEST POST ROAD
LAS VEGAS NV 89118
USA

9103207 cp11/3/08

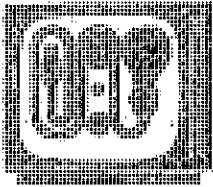
Page 1 of 2

Order Number: 17825-963207						
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
831524728		SHIP-WOG	10/29/2008	LAS VEGAS, NV	S/P - F/A	K McNamara
Quantity	Catalog # / Description		Unit Price / Unit		Amount	
1,200	TP404 CROUSE HINDS 4SQ 1-1/2D BOX					
1,500	TP403 CROUSE HINDS 4SQ 2-1/8D BOX					
1,000	TP521 CROUSE HINDS 4 11/16 SQ OUTLET BOX WELDED 1/2 & 3/4 K.					
3,000	TP486 CROUSE HINDS 4SQ 1G 3/4D SW RING					
1,000	TP475 CROUSE HINDS 4 SQ COVER					
1,000	TP500 CROUSE HINDS 4SQ 2G 3/4D RING					
3,000	THHN-14-STR-BLK-500S GENERIC VENDOR WIRE-WYRPA 19 STRAND 600V 90DEG CU					
1,000	901 ARLINGTON INDUSTRIES 3/4 SNAP-IN KO BLANK					
1,000	900 ARLINGTON INDUSTRIES 1/2 SNAP-IN KO BLANK					

<p>Terms of Payment Net 45 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.</p>	<p>Lot Total: 4,851.05 Freight: 0.00 Handling: 0.00 Tax: 0.00 Total Due: 4,851.05</p>	<p>OCT 29 2008 BOMBARD ELECTRIC</p>
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Subject to the standard terms and conditions set forth below.

INVOICE



NEDCO SUPPLY

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

FAX (702) 367-2751

INVOICE # 483391
Invoice Date 12/03/08
TERMS NET 25TH

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

SHIP TO: BOMBARD ELECTRIC
 FONTAINEBLEAU
 4375 VALLEY VIEWAD
 #1002779804-L2

963207

* DIRECT *

CP12/4/08 SALESMAN 10

Order Date	Entered By	Customer #	Customer Purchase Order	Shipper / Via / Hold #			
11/04/08	00208	105002	17894-963207	DIRECT #242202			
Qty Ordered	Qty Shipped	Qty B/B	Part Number Description	Disc.	Net Price	U/M	Amount
15000	5000	10000	SBIGO24 S-P BIG O 24IN STUD SPACING BULK		2.43	E	12,150.00

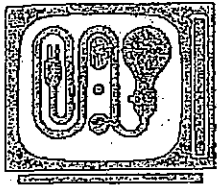
DEC 3 4 2008

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE	12,150.00
---------------	-----------

* DIRECT *

INVOICE



NEDCO SUPPLY

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

FAX (702) 367-2751

INVOICE # 484977

Invoice Date 11/14/08

TERMS: 2% 10TH N25

YOU MAY DEDUCT 733.64 IF THIS INVOICE IS PAID BY 12/10/08

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

SHIP TO: BOMBARD ELECTRIC
 FONTAINEBLEAU
 4375 VALLEY VIEW
 #1002779804-L2

963207 cp11/20/08

SALESMAN 10

Buyer Date Entered By	Customer	Customer Purchase Order	Shipped Via/Routing					
11/10/08	00208	105002	18027-963207	O/T				
Qty Ordered	Qty Shipped	Qty P/O	Part Number Description	Unit	Net Price	U/M	Amount	
120000	120000	0	BCJ6 ERICO CABLE SUPPORT		30.56	C	36,672.00	

NOV 23 2008
 BOMBARD ELECTRIC

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE	36,672.00
---------------	-----------

ORIGINAL

WESCO
DISTRIBUTION

(702) 253-7660
5525 POLARIS SUITE A
LAS VEGAS NV 89118

SOLD TO
BOMBARD/FOUNTAIN BLEAU
RESORT
3570 POST RD
LAS VEGAS NV 89118

SHIP TO

BOMBARD/FOUNTAIN BLEAU
ATTN: FRED
4375 VALLEY VIEW
LAS VEGAS NV 89103

963207 0012/108

CUSTOMER NUMBER	08592-99	INVOICE DATE	11-14-08	PACKING LIST NO.	073346-01	INVOICE NUMBER	077253
BRANCH CODE	7675	CUSTOMER ORDER NUMBER	17904-963207				
		REMIT TO					

WESCO Distribution Inc.
P.O. BOX 676780
DALLAS TX 75267 6780

SHIPPING DATE AND ROUTING	11-14-08	OUR TRUCK	PS	PREPAID	4	BIL	N	2	2	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
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LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY		BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION	
			SHIPPED	SHIPPING TERMS			DISCOUNT	TRADE CASH		
160	STL-CITY TKL23A 1-IN S/S RMT CP1G	78-5991-02475	0	1500	26.410	C			.00	
200	STL-CITY KC730 FITTING	78-5991-06770	0	50000	27.960	C			.00	
210	IDEAL 30-WT52B WIRE TWIST	78-3250-62909	30000	0	37.850	M			1135.50	
	SUB TOTAL								11776.11	
									TOTAL	11776.11

All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services covered by this invoice, it has fully complied with the fair Labor Act of 1938, as amended.

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2 % PER MONTH OR MAXIMUM PERMITTED BY LAW.

TERMS Δ YOU MAY DEDUCT IF PAID WITHIN 10 DAYS - NET 30 DAYS

ORIGINAL

WESCO
DISTRIBUTION



(702) 253-7660
5525 POLARIS SUITE A
LAS VEGAS NV 89118

SOLD TO
BOMBARD/FOUNTAIN BLEAU
RESORT
3570 POST RD
LAS VEGAS NV 89118

SHIP TO

BOMBARD/FOUNTAIN BLEAU
ATTN: FRED
4375 VALLEY VIEW
LAS VEGAS NV 89103

903207 Cpl 1/08

CUSTOMER NUMBER	08592-99	INVOICE DATE	11-19-08	PACKING LIST NO.	073346-04	INVOICE NUMBER	079577
BRANCH CODE	7675	CUSTOMER ORDER NUMBER	17904-963207			PAGE	2 OF 2

REMIT TO

WESCO Distribution Inc.
P.O. BOX 676780
DALLAS TX 75267 6780

SHIPPING DATE AND ROUTING	11-19-08 OUR TRUCK	FOB	P/S	SHIPPING TERMS	PREPAID	NO. OF INVOICES	4	B/L	N	INV. REQ.	2	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
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LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY		UNIT PRICE	SELLING PRICE		EXTENSION
			SHIPPED	BALANCE DUE		DISCOUNT	TRADE CASH	
160	STL-CITY TK123A 1-IN S/S EMT CPLG	78-5991-02475	640	0	26.410			169.02
170	STL-CITY SSF-CK535 SPR STL FASTNR	80-5991-20475	800	39200	14.330			114.64
180	STL-CITY 52171-1234RD SQ OLET BOX	80-5991-03691	1500	6900	129.000			1935.00
200	STL-CITY XC730 FITTING	78-5991-06770	1099	48651	27.960			307.28
SUB TOTAL								7943.71
						TOTAL		7943.71

All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services covered by this invoice, it has fully complied with the fair Labor Act of 1936, as amended.

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2% PER MONTH OR MAXIMUM PERMITTED BY LAW.

TERMS Δ
YOU MAY DEDUCT IF PAID WITHIN 10 DAYS - NET 30 DAYS

CUSTOMER NUMBER	INVOICE DATE	PACKING LIST NO.	INVOICE NUMBER
08592-99	11-19-08	073346-03	079575
BRANCH CODE	CUSTOMER ORDER NUMBER	PAGE	
7675	17904-963207	1 OF 1	

REMIT TO
WESCO Distribution Inc.
 P.O. BOX 676780
 DALLAS TX 75267 6780

SHIP TO:
 BOMBARD/FOUNTAIN BLEAU
 ATTN: FRED
 4375 VALLEY VIEW
 LAS VEGAS NV 89103

9632070121108

SOLD TO
 BOMBARD/FOUNTAIN BLEAU
 RESORT
 3570 POST RD
 LAS VEGAS NV 89118

SHIPPING DATE AND ROUTING	NO. OF INVOICES	B/L	INV. REQ.	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
11-19-08 OUR TRUCK	4	N	2	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY	SHIPPED	BALANCE DUE.	UNIT PRICE	SELLING PRICE		EXTENSION
							DISCOUNT	TRADE: CASH	
140	STIL-CITY FS100-SC 3/8 IHL FLEX CBL	SO-5991-03602	51000	0	3.690	C			1881.90
170	STIL-CITY SSF-CK535 SPR STIL FASTNR	SO-5991-20475	10000	39200	14.330	C			1433.00
180	STIL-CITY 52171-1234RD SQ OLET BOX	SO-5991-03691	600	6900	129.000	C			774.00
	SUB TOTAL								4088.90
TOTAL									4088.90




(702) 253-7660
 5525 POLARIS SUITE A
 LAS VEGAS NV 89118

All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Act of 1938, as amended.

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2 % PER MONTH AND MAXIMUM DEBITTED BY T.A.M.

TERMS Δ

CUSTOMER NUMBER	INVOICE DATE	PACKING LIST NO.	INVOICE NUMBER
08592-99	11-26-08	073346-13	083628
BRANCH CODE	CUSTOMER ORDER NUMBER		PAGE
7675	17904-963207		1 OF 1

REMIT TO

 WESCO Distribution Inc.
 P.O. BOX 676780
 DALLAS TX 75267 6780

BOMBARD/FOUNTAIN BLEAU
 ATTN: FRED
 4375 VALLEY VIEW
 LAS VEGAS NV 89103

SHIP TO
 NOV 23 2008

(702) 253-7660
 5525 POLARIS SUITE A
 LAS VEGAS NV 89118

9103207 CP21108

SOLD TO
 BOMBARD/FOUNTAIN BLEAU
 RESORT
 3570 POST RD
 LAS VEGAS NV 89118

SHIPPING DATE AND ROUTING	FOB	SHIPPING TERMS	NO. OF INVOICES	B/L	INV. REC.	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
11-26-08 OUR TRUCK	PS	PREPAID	4	N	2	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY		SELLING PRICE		EXTENSION	
			SHIPPED	BALANCE DUE	UNIT PRICE	DISCOUNT		
10	STIL-CHY SB016 STUDEMAIL BRKT	78-5991-03893	2350	0	163.020	C	3830.97	
	SUB TOTAL						3830.97	
							TOTAL	3830.97

All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services ordered for this invoice it has fully complied with the Fair Labor Act of 1938, as

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2 % PER MONTH OR MAXIMUM PERMITTED BY LAW.

TERMS NET 30 DAYS



CUSTOMER NUMBER	INVOICE DATE	PACKING LIST NO.	INVOICE NUMBER
08592-99	11-26-08	073346-14	083623
BRANCH CODE	CUSTOMER ORDER NUMBER	PAGE	
7675	17904-963207	1 OF 1	

REMIT TO
MESCO Distribution Inc.
 P.O. BOX 676780
 DALLAS TX 75267 6780

SHIP TO
BOMBARD/FOUNTAIN BLEAU
 ATTN: FRED
 4375 VALLEY VIEW
 LAS VEGAS NV 89103

903257 CP121108

SOLD TO
BOMBARD/FOUNTAIN BLEAU
 RESORT
 3570 POST RD
 LAS VEGAS NV 89118

SHIPPING DATE AND ROUTING	FOB	SHIPPING TERMS	NO. OF INVOICES	BIL	INV. REC.	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
11-26-08 OUR TRUCK	PS	PREPAID	4	N	2	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY SHIPPED	BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
						UM	DISCOUNT	
10	STL-CITY SBO16 STU&WALL BRKT	78-5991-03893	2875	0	163.020	C		4686.83
110	STL-CITY 52C14 4SQ3/4D 1G SW RNG	78-5991-13880	373	0	49.960	C		186.35
	SUB TOTAL							4873.18
						TOTAL		4873.18

FAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2% PER MONTH OR MAXIMUM PERMITTED BY LAW.

TERMS Δ
 YOU MAY DEFECT IF PAID WITHIN 10 DAYS - NET 30 DAYS



(702) 253-7660
 5525 POLARIS SUITE A
 LAS VEGAS NV 89118

ORIGINAL



(702) 253-7660
5525 POLARIS SUITE A
LAS VEGAS NV 89118

SHIP TO

BOMBARD/FOUNTAIN BLEAU
APT# FRED
4375 VALLEY VIEW
LAS VEGAS NV 89103

SOLD TO
BOMBARD/FOUNTAIN BLEAU
RESORT
3570 POST RD
LAS VEGAS NV 89118

903257 CP12168

CUSTOMER NUMBER	INVOICE DATE	PACKING LIST NO.	INVOICE NUMBER
08592-99	11-26-08	073346-07	083619
BRANCH CODE	CUSTOMER ORDER NUMBER	PAGE	
7675	17904-963207	1 OF 1	

REMIT TO

WESCO Distribution Inc.
P.O. BOX 676780
DALLAS TX 75267 6780

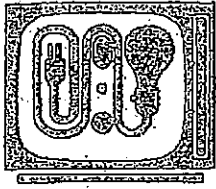
SHIPPING DATE AND ROUTING	NO. OF INVOICES	B/L	INV. REC.	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
11-26-08 OUR TRUCK	4	N	2	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY	SHIPPED	BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
							DISCOUNT	TRADE CASH	
170	STL-CITY SSE-CK535 SPR STL FASTNR	SO-5991-20475	36000		0	14.330	C		5158.80
200	STL-CITY XC730 FITTING	78-5991-06770	6450		22201	27.960	C		1803.42
	SUB TOTAL								6962.22

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2% PER MONTH OR MAXIMUM PERMITTED BY LAW.	TERMS	TOTAL
	00	6962.22

All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Act of 1938, as

INVOICE



NEDCO SUPPLY

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

FAX (702) 367-2751

INVOICE # 485755-01
Invoice Date 11/14/08
TERMS: 2% 10TH N25

YOU MAY DEDUCT 593.39 IF THIS INVOICE IS PAID BY 12/10/08

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

SHIP TO: BOMBARD ELECTRIC
 3570 POST RD
 JOB FB
 #1002779804-L2

Handwritten: 963207 CPT/10/08

SALESMAN 10

Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Quantity	Disc	Net Price	UOM	Amount
11/12/08	00208	105002	18168-963207	O/T		644.99	M	29,669.54
Qty Ordered	Qty Shipped	Qty B/B	Part Number Description					
46000	46000	0	102MCVWGSTR/M WIRE 10/2 MC STRANDED W/GRD 1000FT					

NOV 20 2008
 BOMBARD ELECTRIC

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE	29,669.54
----------------------	------------------



**crescent
electric
supply
company**

NORTH LAS VEGAS, NV
(702) 262-9192

00587

Invoice Original

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

*** DIRECT SHIPMENT ***

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

Invoice Date	Invoice Number
November 21, 2008	147-733798-20
Customer Number	Date Shipped
244709-23	October 29, 2008
Shipped Via	
BEST WAY	
Crescent Account Manager	
DAVID MYERS	
Purchase Order Number	
91460-9632-07	
Ordered By	
DICK	

963207 CP12/1/08

PAGE 1 OF 2

Quantity Ordered	Quantity Shipped	Quantity B/O	Item Description	Mark/Type	Unit Price	Extended Price
1	1		Job: FOUNTAINEBLEAU RESORT LOT PRICE		21,965.00/E	
			TO ADD THE FOLLOWING ITEMS FOR IMMEDIATE RELEASE: NEG# PXPB0606H701, ALT #0006			
4	4		PRL4 RETRO FIT KITS EACH WITH 2-225A/3P EDH FEEDER C/B'S & MNTG HARDWARE FOR EXISTING SWBDS 1-MSLTRA, 2-MSLTCA, 1-MSLTCA		N/C	N/C
1	1		PRL4 RETRO FIT KIT WITH 1-225A/3P EDH FEEDER C/B & MNTG		N/C	N/C

Due Date	Merchandise Total	Total S&H	Total Tax	Total Other	TOTAL AMOUNT	64,985.00
12/10/08	64,985.00					



**crescent
electric
supply
company**

Please Detach and Return with Payment Except When Paying by Statement Accounts over 30 days past due.

SWITCHGEAR



OLD TO

BOMBARD
3570 W PO
LAS VEGA

\$ 678,472

10% m4 67,847

CR
PO
EA

\$ 746,319

Invoice Number	147-733798-2
Account Number	244709-2
Invoice Date	November 21, 2008
Merchandise Total	64,985.00
Shipping & Handling	
Tax	
Other	
Invoice Total	64,985.00

Check # _____ \$ _____



**crescent
electric
supply
company**

NORTH LAS VEGAS, NV
(702) 262-9192

00054

BOMBARD ELECTRIC
C/O CRESCENT ELECTRIC *DONNA
5570 S VALLEY VIEW
LAS VEGAS, NV 89118
*** DIRECT SHIPMENT ***

2-11
12

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

NOV 10 2008

BOMBARD ELECTRIC

SOLD
TO

963257 cp11/2/08

Invoice Original

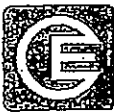
Invoice Date	Invoice Number
November 06, 2008	147-772758-01
Customer Number	Date Shipped
244709-23	October 24, 2008
Shipped Via	
BEST WAY	
Crescent Account Manager	
DAVID MYERS	
Purchase Order Number	
91460-9632-07 DELTA #10	
Ordered By	
DICK PENDLETON	
PAGE 1 OF 1	

Quantity Ordered	Quantity Shipped	Quantity B/O	Item Description	Mark/Type	Unit Price	Extended Price
550	550		Job: FOUNTAINEBLEAU RESORT SPECIAL CUSTOMER REQUIREMENTS			
1	1		20A1P ARC FAULT."QBAF1020"		N/C	N/C
			LOT REMAINING FOR EATON ELE		63,706.00/E	63,706.00
1	1		FREEDOM MCC		N/C	N/C

*EFFECTIVE IMMEDIATELY WE WILL NO. LONGER BE OPEN ON SATURDAY
** WE ARE OPEN MONDAY THRU FRIDAY
** COUNTER 6AM THRU 4PM
** OFFICE 7AM THRU 4PM

Due Date: 12/10/08
Merchandise Total: 63,706.00
Total S&H: _____
Total Tax: _____
Total Other: _____
TOTAL AMOUNT: 63,706.00

△ Please Detach and Return with Payment Except When Paying by Statement △
A 1.5% Service Charge will be assessed on amounts over 30 days past due.



**crescent
electric
supply
company**



SOLD
TO

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

Please Make Payment To:

CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4420

Invoice Number: 147-772758-0
Account Number: 244709-2
Invoice Date: November 06, 2008
Merchandise Total: 63,706.00
Shipping & Handling: _____
Tax: _____
Other: _____
Invoice Total: 63,706.00

Check # _____ \$ _____



**crescent
electric
supply
company**

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

LAS VEGAS, NV
(702) 262-9192

00315

Invoice Original

Invoice Date	Invoice Number
October 27, 2008	147-733798-19
Customer Number	Date Shipped
244709-23	October 06, 2008
Shipped Via	
BEST WAY	
Crescent Account Manager	
DAVID MYERS	
Purchase Order Number	
91460-9632-07	
Ordered By	
DICK	

3K18
70

*** DIRECT SHIPMENT ***

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

SOLD
TO

9163207 opul 4/08

PAGE 1 OF 4

Quantity Ordered	Quantity Shipped	Quantity S/O	Item Description	Mark/Type	Unit Price	Extended Price
1	1		Job: FOUNTAINEBLEAU RESORT LOT OF EATON ELECTRICAL TO ADD SHORT CIRCUIT & COORDINATI STUDY, AND AN ARC FLASH STUDY ALL TO BE PER THE PROJECT PLANS AND SPECIFICATIONS 26-05-73 PARTS # 1,2,3,3,5 DATED 3/12/07 CUTLER HAMMER/EATON TO BE 100% COMPLIANT AND TAKES NO EXCEPTION TO REQUIREMENTS, SPECIFICATIONS, ETC.		514,790.00/E	514,790.00

OCT 31 2008

Due Date
11/10/08

Merchandise Total	Total S&H	Total Tax	Total Other	TOTAL AMOUNT	514,790.00
514,790.00					

Please Detach and Return with Payment Except When Paying by Statement
A 1.5% Service Charge will be assessed on amounts over 30 days past due.



**crescent
electric
supply
company**



SOLD
TO

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

Please Make Payment To:

CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4420

Invoice Number	147-733798-19
Account Number	244709-23
Invoice Date	October 27, 2008
Merchandise Total	514,790.00
Shipping & Handling	
Tax	
Other	
Invoice Total	514,790.00

Check # _____ \$ _____



**crescent
electric
supply
company**

LAS VEGAS, NV
(702) 262-9192

00317

Invoice Original

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

SHIP
TO

*** DIRECT SHIPMENT ***

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

SOLD
TO

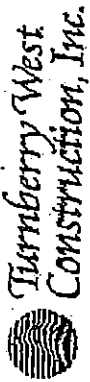
Invoice Date	Invoice Number
October 27, 2008	147-733798-19
Customer Number	Date Shipped
244709-23	October 06, 2008
Shipped Via	
BEST WAY	
Crescent Account Manager	
DAVID MYERS	
Purchase Order Number	
91460-9632-07	
Ordered By	
DICK	

PAGE 3 OF 4

Quantity Ordered	Quantity Shipped	Quantity B/O	Item Description	Mark/Type	Unit Price	Extended Price
			CHANGE ORDER 9/23/08, DELTA 16, R			
1		1	LOT REMAINING FOR EATON ELE		708,529.93/E	
1	1		IFS SWITCHBOARD "LTARQ LTARQ"		N/C	N/C
1	1		V12E006 "T-ELTRAA"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USHTRA"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USHTRB"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USLTRA"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USLTRB"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USLTRC"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USLTRD"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "EUSHTRA"		N/C	N/C
1	1		P1A226LT42AH01 "ULRB"		N/C	N/C
1	1		P1A225LT42AH01 "ULRC"		N/C	N/C
1	1		P2D225LT42AH01 "HTARA"		N/C	N/C
1	1		P2D225LT42AH01 "HTBRA"		N/C	N/C
1	1		P1A400BT42AH01 "ELTRAA"		N/C	N/C
1	1		P1A226LT42AH01 "L69B"		N/C	N/C
1	1		P1A225LT42AH01 "L60B"		N/C	N/C
1	1		P1A225LT42AH01 "L61B"		N/C	N/C
1	1		P1A225LT42AH01 "L59A"		N/C	N/C
1	1		P1A225LT42AH01 "L60A"		N/C	N/C
1	1		P1A225LT42AH01 "L61A"		N/C	N/C
1	1		P1A400BT42AH01 "ULRA"		N/C	N/C
1	1		P4D120LB54AH01 "ELEVDP64B"		N/C	N/C

GARAGE

STORED MATERIAL SUMMARY - MONTHLY REPORT



PROJECT: Fontainebleau Las Vegas, LLC - Garage

Submitted: Modernfold of Nevada, LLC

Application #: 7

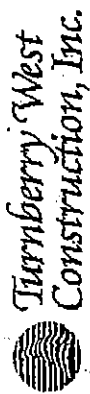
Period To: 12/31/08

Location Stored At: Misa Metals / 2233 McCall St. Dayton, OH 45408

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
1	Rolled Steel (430,000 lbs. galv. & 320,000 lbs liner)	\$ 503872.00	503872.00	0.00	0.00
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
Total		\$ 503872.00	\$ 503872.00	\$ 0.00	\$ 0.00

Please Note: Materials listed on this form should correspond with the AIA Application for Payment form. Vendor Invoices are to be submitted for materials listed on this form.

STORED MATERIAL SUMMARY - MONTHLY REPORT



PROJECT: Fontainebleau Las Vegas, LLC
Garage

Submitted 12/1/2008

Application #: 16

Period To: 12/31/2008

Location Stored At: 4855 West Harmon Ave. Las Vegas NV. 89118

THYSEN-KRUPP

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
1	CF 1-3 Elevator Machines & Controls	\$ 210,689.00	\$ 210,689.00	\$ -	\$ -
2	CF 1-3 Elevator Wiring & Signal Fixtures	\$ 185,902.00	\$ 185,902.00	\$ -	\$ -
3	CF 1-3 Elevator Cabs & Car Equipment	\$ 223,083.00	\$ 223,083.00	\$ -	\$ -
4	SGP 1-6 Elevator Machines & Controls	\$ 188,849.00	\$ 188,849.00	\$ -	\$ -
5	KS 2 Hydraulic Elev Motor, Controls, Cab, Signal	\$ 89,348.00	\$ 89,348.00	\$ -	\$ -
6	CS 2 Traction Elev Motor, Controls, Cab, Signal	\$ 136,348.00	\$ 136,348.00	\$ -	\$ -
7	EP 4 Hydraulic Elev Motor, Controls, Cab, Signal	\$ 89,112.00	\$ 89,112.00	\$ -	\$ -
8	SS 1-3 Hydo Elev Motor, Controls, Cab, Signal	\$ 335,275.00	\$ 335,275.00	\$ -	\$ -
9	EP1-3 Hydo Elev Motor, Controls, Cab, Signal	\$ 467,286.00	\$ 467,286.00	\$ -	\$ -
10	NGP 1-6 Qty 6 machines platforms brackets	\$ 348,190.00	\$ 348,190.00	\$ -	\$ -
11	CS1 Qty 1 complete traction elevator	\$ 164,633.00	\$ 164,633.00	\$ -	\$ -
12	PS 1-3 Qty 3 complete traction elevators	\$ 448,985.00	\$ 448,985.00	\$ -	\$ -
13	NGP 1-6 Qty 6 controllers/entrances/wiring	\$ 398,353.00	\$ -	\$ 398,353.00	\$ -
14	SGP 1-6 Qty 6 controllers/entrances/wiring/governors/buffers	\$ 607,858.00	\$ -	\$ 607,858.00	\$ -
	Total	\$ 3,893,911.00	\$ 2,887,700.00	\$ 1,006,211.00	\$ -

AFFIDAVIT OF STORED MATERIAL

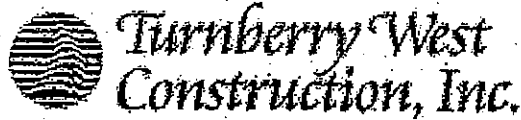
This AFFIDAVIT OF STORED MATERIAL ("Affidavit") is entered into and entered by and between ThyssenKrupp Elevator ("Subcontractor") on the one hand, and Turnberry West Construction Inc. ("Contractor") on the other and is made and entered into this 11th day of December 2008.

For and in consideration of the sum of \$1,006,211 ✓ in hand paid receipt whereof is hereby acknowledged, Subcontractor certifies and attests as follows:

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

LEGAL:5829-003/876459.1

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



Bill of Sale

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

Attention: Robert Oehli

RE: Stored Materials - Garage

Bill of Sale

The materials listed below are stored off-site at:
4855 WEST HARMON, LAS VEGAS, NV 89118

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

<u>Materials</u>	<u>Amounts</u>
NGP 1-6 Qty 6 Controllers/entrances/wiring	\$398,353.
SGP 1-6 Qty 6 Controllers/entrances/wiring/governors/buffers	\$607,858

TOTAL DELIVERED THIS MONTH

By: *Laurie Edsberg*

Date: \$1,006,211 ✓
12/11/2008

Title: Laurie Edsberg
Laurie EDSBERG
REGIONAL BILLING ANALYST

Company: ThyssenKrupp Elevator

DATED:
Subscribed and sworn before me this

ThyssenKrupp Elevator
(Company Name)

11th Day of December, 2008

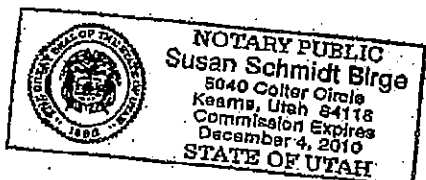
11 Day of December, 2008

Notary Public: Susan Schmidt Birge
My commission expires: 12-9-2010

By: *Laurie Edsberg*

Print Name: Laurie EDSBERG
Title: REGIONAL BILLING ANALYST

Notary Stamp



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV. 89109
(702) 495-7360 FAX (702) 495-7365

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AGENT'S NO. 342

No. 444196

The property described below in a portion of each container is consigned to the carrier and the carrier is responsible for the safekeeping of the property until it is delivered to the consignee. The carrier is not responsible for the loss of or damage to the property if the property is damaged, lost or destroyed while in the possession of the carrier. The carrier is not responsible for the loss of or damage to the property if the property is damaged, lost or destroyed while in the possession of the consignee. The carrier is not responsible for the loss of or damage to the property if the property is damaged, lost or destroyed while in the possession of the consignee.

Seal: 03881

From ThyssenKrupp Elevator Manufacturing Inc.

at SHIPPERS NUMBERS

THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORTS
3555 W. Quail Ave
4145 W ALIBABA ST A

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

ThyssenKrupp Elevator Manufacturing Inc.
(Signature of consignor)

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

PPD

Read \$ to apply in prepayment of the charges on the property described herein.

Agent of Cashier

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

Charges advanced

\$

LAS VEGAS, NV 89118

DATE

CARRIER

Trailer ID

11/22/2008

HEINSON

CUSTOMER'S ORDER NUMBER

T46542
T46542

1052 X0805

B133600

T46543

Job: CX0805-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description
1		2 SE2287	Skidded Entrance Products
1		2 SE2302	Skidded Entrance Products
1		2 SE8328	Skidded Entrance Products
1		2 SH9142	Skidded Hoistway Products

Weight	RateClass
1,277	
1,331	
735	50
1,754	50

Job: CX0811-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description
1		2 SE2290	Skidded Entrance Products
1		2 SE2291	Skidded Entrance Products
1		2 SE8333	Skidded Entrance Products
1		2 SE8335	Skidded Entrance Products
1		2 SE8337	Skidded Entrance Products
1		2 SE8338	Skidded Entrance Products
1		2 SE8339	Skidded Entrance Products
1		2 SE8341	Skidded Entrance Products
1		2 SE8343	Skidded Entrance Products
1		2 SE8345	Skidded Entrance Products
1		2 SH9140	Skidded Hoistway Products
1		2 SH9141	Skidded Hoistway Products
1		2 SH9143	Skidded Hoistway Products
1		2 SH9144	Skidded Hoistway Products

Weight	RateClass
1,084	
1,364	
1,660	50
1,643	50
1,641	50
1,642	50
1,641	50
1,640	50
1,642	50
1,216	50
2,266	50
2,766	50
2,006	50
2,006	50

SHIPMENT INCOMPLETE
MORE FREIGHT TO FOLLOW

SHIPMENT INCOMPLETE
MORE FREIGHT TO FOLLOW

Job: CX0836-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description
1		2 SC2451	Cab Skid
1		2 SC2452	Cab Skid
1		2 SE8327	Skidded Entrance Product

Weight	RateClass
1,180	
1,545	
344	50

SHIPMENT COMPLETE
NO MORE FREIGHT TO FOLLOW

Job: CX0855-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description
1		2 SH9131	Skidded Hoistway Products

Weight	RateClass
1,066	50

Job: CX0890-11/21/2008 (C/O FONTAINEBLEAU RESORT HOTEL CAS)

Qty	Rec	UnitID	Description

Weight	RateClass

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

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

(Shipper's Impint in case of stamp not a part of bill of lading approved by the Interstate Commerce Commission)

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER

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

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

Ken Reeves

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AGENT'S NO. 582

INO.

The property described below in account with order except all notes, contents and conditions of contents of packages (including, but not limited to, weight, measure, number, etc.) as indicated below which are correct (the carrier being advised through this document) as appearing on bill of lading in possession of the property under the contract herein is hereby received by the carrier at the place of delivery at each destination, to be delivered to the consignee by the carrier to the extent of the bill of lading. It is hereby agreed that the carrier shall not be liable for any loss or damage to the property or any portion of it, or for any delay in its delivery, until the carrier has received from the shipper a bill of lading in full payment of the freight and charges thereon, and until the carrier has received from the shipper a bill of lading in full payment of the freight and charges thereon, and until the carrier has received from the shipper a bill of lading in full payment of the freight and charges thereon, and until the carrier has received from the shipper a bill of lading in full payment of the freight and charges thereon.

Seal: 00005

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

From **ThyssenKrupp Elevator Manufacturing Inc.**

at **Middleton, TN**

CONSIGNEE TO:
**THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORTS
3555 W. Quail Ave
4145 WALLBABA STE A**

SHIPPER'S NUMBERS

ThyssenKrupp Elevator Manufacturing Inc.

(Signature of consignor)

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

LAS VEGAS, NV 89118

DATE 11/20/2008	CARRIER HENSON	Trailer ID *T45943* *T45943*
CUSTOMER'S ORDER NUMBER 103G-X0811 B133600		T45943

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

Agent of Consignor

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

Charges advanced

Qty	Rec	Unit/ID	Description	Weight	Rate/Class
1	✓	2 VS6782	Section 8 Sheaves and Hardware	920	50
1	✓	2 VS6783	Section 8 Sheaves and Hardware	920	50
Job: CX0855-11/21/2008 (C/O FONTAINEBLEAU RESORTS)					
1	✓	2 VC3670	Governors	326	
1	✓	9 DP5925	Wiring Mat Pallet/Box	413	65
1	✓	9 DP5951 Elevat	Wiring Mat Pallet/Box	225	65
1	✓	9 DP5952 Conduit	Wiring Mat Pallet/Box	381	65
1	✓	9 DP7779	Shipping Skids	754	60
1	✓	9 DP7782	Shipping Skids	514	60

Total Pieces: 35 Total Weight: 30,438.00

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

Pro Number:
Comments:

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

**SHIPMENT INCOMPLETE
MORE FREIGHT TO FOLLOW**

Anderson 12-4-08

2

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

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

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

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER *Qu 11/20*

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

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

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

AGENT'S NO. No. 432121

The property described herein is being shipped under the terms and conditions of contract of indentment (inclosed) between the shipper and the carrier... The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From ThyssenKrupp Elevator Manufacturing Inc.
 CONSIGNEE TO:
 THYSSENKRUPP ELEVATOR
 CO/ MONTAINEBLEAU RESORTS
 3555 West Sunset Ave
 4145 W. ALI HABA WISSA
 LAS VEGAS, NV 89118

at Middletown, TN
 SHIPPER'S NUMBERS

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

DATE 11/26/2008	CARRIER TENSON	Trailer ID *TAGE004* *TAGE004* F46004
CUSTOMER'S ORDER NUMBER 10SG-50905 B133600		

Job: CX0805-11/21/2008 (CO MONTAINEBLEAU RESORTS)

Qty	Rec	Unit	Description	Weight	Rate/Class
1		2 SC6161	Cab Skid	1,015	

Job: CX0811-11/21/2008 (CO MONTAINEBLEAU RESORTS)

Qty	Rec	Unit	Description	Weight	Rate/Class
1	✓	2 032009	Shipping Skids	672	60
1	✓	9 DP5931	Wiring Mat Pallet/Box	673	65
1	✓	9 DP5946	Wiring Mat Pallet/Box	405	65
1	✓	9 DP5953	Wiring Mat Pallet/Box	427	65
1	✓	9 DP5954	Wiring Mat Pallet/Box	1,361	65
1	✓	9 DP5955	Wiring Mat Pallet/Box	478	65
1	✓	9 DP5959	Wiring Mat Pallet/Box	582	65
1	✓	9 DP5976	Wiring Mat Pallet/Box	2,074	65
1	✓	9 DP5977	Wiring Mat Pallet/Box	2,057	65
1	✓	9 DP7791	Shipping Skids	1,792	60
1	✓	9 DP7792	Shipping Skids	1,350	60
1	✓	9 DP7793	Shipping Skids	2,075	60
1	✓	9 DP7794	Shipping Skids	1,518	60

Job: CX0855-11/21/2008 (CO MONTAINEBLEAU RESORTS)

Qty	Rec	Unit	Description	Weight	Rate/Class
1	✓	2 25645	Cwt Franges	980	60
1	✓	2 SA13202	Skidded Hoistway Products	55	60
1	✓	2 SP5406	Misc Hoistway Components	120	65
1	✓	2 VA9454	SAFETY & HARDWARE	623	
1	✓	2 VA9457	SAFETY & HARDWARE	170	

Total Pieces: 19 Total Weight: 20,424.00

24 Hour Notify: TKE/LAS VEGAS
 Phone: 702/262-1175

Pro Number: 9 DP7793
 Comments:

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

Handwritten: Gary E. 11/25/08 3

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

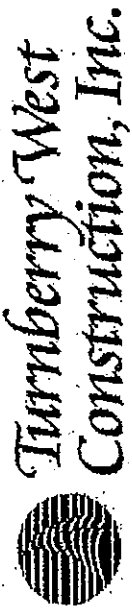
The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

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

ThyssenKrupp Elevator Manufacturing Inc. SHIPPER, PER *M 74* 11/26/08 AGENT PER _____

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

STORED MATERIAL SUMMARY



DESERT PLUMBING & HEATING

PROJECT: FOUNTAINBLEAU LAS VEGAS - Garage

Consolidated

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

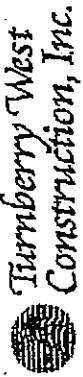
OnSite Stored Materials Statement: 16

REQUISITION NO. 25

Period Ending: 12/22/08

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
1	10-200	Copper-Tower Plumbing (Kelly's Pipe & Supply) (TWC #200DESS5400)(DPH-0801-4002)	TWC Warehouse	Desert Plumbing & Heating	\$ 520,342.38	\$	\$11,106.60	\$ 509,236.38
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			32940 feet		0 feet	32940 feet
C		1" Type L Copper Pipe			54900 feet		600 feet	54300 feet
D		1-1/2" Type L Copper Pipe			9240 feet		0 feet	9240 feet
E		2" Type L Copper Pipe			10540 feet		1200 feet	9340 feet
F		2-1/2" Type L Copper Pipe			14280 feet		0 feet	14280 feet
2	10-300	Copper-Garage Plumbing (Kelly's Pipe & Supply) (TWC #300DESS5400)(DPH-0701-4003)	TWC Warehouse	Desert Plumbing & Heating	\$ 70,791.35	\$	\$ 10,011.25	\$ 60,780.12
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			200 feet		0 feet	200 feet
C		1" Type L Copper Pipe			1400 feet		0 feet	1400 feet
D		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
E		1-1/2" Type L Copper Pipe			1400 feet		0 feet	1400 feet
F		2" Type L Copper Pipe			4400 feet		0 feet	4400 feet
G		2-1/2" Type L Copper Pipe			2140 feet		850 feet	1280 feet
3	10-300	Copper-Garage Hydro (Kelly's Pipe & Supply) (TWC #300DPH151801)(DPH-0701-4007)	TWC Warehouse	Desert Plumbing & Heating	\$ 29,846.54	\$	\$ 8,495.84	\$ 21,440.70
A		3/4" Type L Copper Pipe			0 feet		0 feet	0 feet
B		1" Type L Copper Pipe			0 feet		0 feet	0 feet
C		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
D		1-1/2" Type L Copper Pipe			2400 feet		800 feet	1600 feet
E		2" Type L Copper Pipe			560 feet		560 feet	0 feet
F		3/4" Type M Copper Pipe			1800 feet		0 feet	1800 feet
G		1" Type M Copper Pipe			1400 feet		0 feet	1400 feet
H		1-1/2" Type M Copper Pipe			1800 feet		0 feet	1800 feet

STORED MATERIAL SUMMARY - MONTHLY REPORT



PROJECT: Fontainebleau Las Vegas, LLC/Garage

JCI / MOJAVE

Period To: 12/31/2008

Application #: 15

Submitted 10-Dec-08

Location Stored At: 3755 W. Hacienda Ave.

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
5	Wire, conduit, building materials	\$ 100.00	\$ 1,100.00	\$ -	\$ 1,000.00
7	Wire, conduit, building materials	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
9	Wire, conduit, building materials	\$ 385.00	\$ 385.00	\$ -	\$ -
11	Wire, conduit, building materials	\$ 130.00	\$ 630.00	\$ -	\$ 500.00
13	Wire, conduit, building materials	\$ 250.00	\$ 500.00	\$ -	\$ 250.00
15	Wire, conduit, building materials	\$ 900.00	\$ 1,000.00	\$ -	\$ 100.00
17	Wire, conduit, building materials	\$ 250.00	\$ 500.00	\$ -	\$ 250.00
19	Wire, conduit, building materials	\$ 200.00	\$ 450.00	\$ -	\$ 250.00
21	Wire, conduit, building materials	\$ 150.00	\$ 350.00	\$ -	\$ 200.00
23	Wire, conduit, building materials	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
	Total	\$ 4,365.00	\$ 6,915.00	\$ -	\$ 2,550.00

Please Note:
Materials listed on this form should correspond with the AIA Application for Payment form.
Vendor Invoices are to be submitted for materials listed on this form.

OFFSITE STORED MATERIALS

SUBCONTRACTOR
Job #
Project

Sun Valley / *Conti*
10300 Garage
Fontainebleau Las Vegas

Sun Valley Warehouse

Pay Application #
Period Ending: 1/12/08

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
5	10300	Electrical Various	3465 Reno Ave suite A, LV, NV 89119	\$ 156,821.22	\$ 62,146.00	\$ 79,300.00	139,667.22
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
29							
30							
31							
32							
33							
34							
PAGE TOTAL				\$ 156,821.22	\$ 62,146.00	\$ 79,300.00	\$ 139,667.22

1	USCP1	MEDIUM VOLTAGE SWITCH	0	\$	-	\$	-	\$	8,703.00
6	USCP1	400 E SPARE FUSE REFILLS	0	\$	-	\$	-	\$	0
1	USCP2	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP2	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP3	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP3	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP4	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP4	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP5	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP5	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP6	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP6	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP7	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP7	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP8	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP8	MEDIUM VOLTAGE SWITCH	0	\$	-	\$	-	\$	8,640.00
1	USLCCRA	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.68
1	USLCCRA	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	8,562.00	\$	8,562.00
1	USLCCRB	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.68
1	USLCCRB	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,104.00
1	USLCCRC	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.68
1	USLCCRC	MEDIUM VOLTAGE SWITCH	0	\$	-	\$	-	\$	8,104.00
1	USHCCRA	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.00
1	USHCCRA	MEDIUM VOLTAGE SWITCH	0	\$	-	\$	-	\$	7,845.00
1	USHCCRB	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.00
1	USHCCRB	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,104.00
1	USHCCRC	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.00
1	USHCCRC	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,104.00
1	EUHCCRC	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	53,500.00
1	EUHCCRC	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,104.00
1	USHCP3A	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	41,000.00
1	USHCPA	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	41,000.00
1	USHCPB	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	45,000.00
1	USHCPB	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	45,000.00
1	XUSHPSA	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	46,000.00
1	EUHPSA	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	46,000.00
1	USLPSA	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	32,894.00
1	USG1	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG2	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG3	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG4	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG5	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG6	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	MSHCPA	PRLC SWITCHBOARD	0	\$	-	\$	-	\$	27,060.00

Item Code	Description	Quantity	Unit Price	Total Price	Material Price	Installation Price	Other Price	Net Price
1 T-DBLCC14CD	TRANSFER LUG KIT (LKS4)	0	\$	\$	0	\$	\$	\$
1 T-ELCC11A	Hammond	0	\$	\$	0	\$	\$	\$
1 T-ELCC11B	Hammond	0	\$	\$	0	\$	\$	\$
1 T-ELCC11C	Hammond	0	\$	\$	0	\$	\$	\$
1 EPF-G1	ECN1812CJA-A30A31R50	0	\$	\$	0	\$	\$	\$
1 EPF-G2	ECN1812CJA-A30A31R50	0	\$	\$	0	\$	\$	\$
1 EMCCCPA	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 EMCC3A	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 EMCCRA	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 EMCCRB	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 BMCCA	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 BMCCB	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 BMCCC	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 MCCRA	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 MCCRB	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 CHMCCA	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 CHMCCB	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 CHMCC	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 CTDBA	VERTICAL WIREWAY DOOR	0	\$	\$	0	\$	\$	\$
1 CTDBA	MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$	\$	0	\$	\$	\$
1 CTDBA	VERTICAL WIREWAY DOOR	0	\$	\$	0	\$	\$	\$
1 CTDBA	BOX (EZB2090R)	0	\$	\$	0	\$	\$	\$
1 CTDBA	INTERIOR (P3E400LT90AH01)	0	\$	\$	0	\$	\$	\$
1 CTDBA	TRIM (EZT2090S)	0	\$	\$	0	\$	\$	\$
1 CTDBB	BOX (EZB2090R)	0	\$	\$	0	\$	\$	\$
1 CTDBB	INTERIOR (P3E400LT90AH01)	0	\$	\$	0	\$	\$	\$
1 CTDBB	TRIM (EZT2090S)	0	\$	\$	0	\$	\$	\$
1 CTDBC	BOX (EZB2090R)	0	\$	\$	0	\$	\$	\$
1 CTDBC	INTERIOR (P3E400LT90AH01)	0	\$	\$	0	\$	\$	\$
1 CTDBC	TRIM (EZT2090S)	0	\$	\$	0	\$	\$	\$
1 DBLCPA	BOX (BX3690)	0	\$	\$	0	\$	\$	\$
1 DBLCPA	INTERIOR (P4A600BT79AH01)	0	\$	\$	0	\$	\$	\$
1 AVDBLCCRB	BOX (BX3690)	0	\$	\$	0	\$	\$	\$
1 AVDBLCCRB	INTERIOR (P4A400BT79AH01)	0	\$	\$	0	\$	\$	\$
1 AVDBLCCRB	TRIM (NON STD. TRIM)	0	\$	\$	0	\$	\$	\$
1 ELEVBCCCA	BOX (EZB2090R)	1	\$	\$	1	\$	\$	\$
1 ELEVBCCCA	INTERIOR (P3E250LT95AH01)	0	\$	\$	0	\$	\$	\$
1 ELEVBCCCA	TRIM (EZT2090S)	0	\$	\$	0	\$	\$	\$
1 ELEVBCCAA	BOX (EZB2090R)	1	\$	\$	1	\$	\$	\$
1 ELEVBCCAA	INTERIOR (P3E400LT90AH01)	0	\$	\$	0	\$	\$	\$
1 ELEVBCCAA	TRIM (EZT2090S)	0	\$	\$	0	\$	\$	\$
1 ELEVBCCAB	BOX (EZB2090R)	0	\$	\$	0	\$	\$	\$
1 ELEVBCCAB	INTERIOR (P3E400LT24AH01)	0	\$	\$	0	\$	\$	\$
1 ELEVBCCAB	TRIM (EZT2090S)	0	\$	\$	0	\$	\$	\$
1 XDBHCCRA	BOX (EZB2090R)	0	\$	\$	0	\$	\$	\$
1 XDBHCCRA	INTERIOR (P3D400LT72AH01)	0	\$	\$	0	\$	\$	\$
1 XDBHCCRA	TRIM (EZT2090S)	0	\$	\$	0	\$	\$	\$
1 XDBHCCRB	BOX (BX3690)	0	\$	\$	0	\$	\$	\$
1 XDBHCCRB	INTERIOR (P4D400LT79AH01)	0	\$	\$	0	\$	\$	\$

1	EHCCRA	BOX (EZB2090R)	1	\$	2,296.00	1	\$	2,296.00	\$	-	\$	2,296.00
1	EHCCRA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	EHCCRA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	EHCCRB	BOX (EZB2090R)	1	\$	2,296.00	1	\$	2,296.00	\$	-	\$	2,296.00
1	EHCCRB	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	EHCCRB	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	EHCCRC	BOX (EZB2090R)	1	\$	2,290.00	1	\$	2,290.00	\$	-	\$	2,290.00
1	EHCCRC	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	EHCCRC	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HP3AA	BOX (EZB2090R)	1	\$	1,730.00	0	\$	-	\$	1,730.00	\$	1,730.00
1	HP3AA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HP3AA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HP5AA	INTERIOR (P3D250LT4BAH3R)	0	\$	-	0	\$	-	\$	-	\$	-
1	HP5AA	LWPO290		\$	-		\$	-	\$	-	\$	-
1	HP8AA	INTERIOR (P3D250LT4BAH3R)	0	\$	-	0	\$	-	\$	-	\$	-
1	HP8AA	LWPO290		\$	-		\$	-	\$	-	\$	-
1	HCC1AA	BOX (EZB2090R)	1	\$	1,366.00	0	\$	-	\$	1,366.00	\$	1,366.00
1	HCC1AA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCC1AA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HCC1BA	BOX (EZB2090R)	1	\$	1,708.00	0	\$	-	\$	1,708.00	\$	1,708.00
1	HCC1BA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCC1BA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HCC1BA	BOX (EZB2090R)	1	\$	2,272.00	1	\$	2,272.00	\$	-	\$	2,272.00
1	HCC1BA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCC1BA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HCCRAA	BOX (EZB2090R)	1	\$	2,267.00	1	\$	2,267.00	\$	-	\$	2,267.00
1	HCCRAA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCCRAA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HCCRCA	BOX (EZB2090R)	1	\$	2,273.00	0	\$	-	\$	2,273.00	\$	2,273.00
1	HCCRCA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCCRCA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HCCRCA	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	-
1	HCCRCA	INTERIOR (P2A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCCRCA	TRIM (EZT2060S)		\$	-		\$	-	\$	-	\$	-
1	LCPA	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	-
1	LCPA	INTERIOR (P2A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LCPA	TRIM (EZT2060S)		\$	-		\$	-	\$	-	\$	-
1	LCPAS	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	-
1	LCPAS	INTERIOR (P2A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LCPAS	TRIM (EZT2060S)		\$	-		\$	-	\$	-	\$	-
1	LCPB	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	-
1	LCPB	INTERIOR (P2A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LCPB	TRIM (EZT2060S)		\$	-		\$	-	\$	-	\$	-
1	LCPBS	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	-
1	LCPBS	INTERIOR (P2A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LCPBS	TRIM (EZT2060S)		\$	-		\$	-	\$	-	\$	-
1	LP1AA	BOX (EZB2060R)	1	\$	190.00	0	\$	-	\$	190.00	\$	190.00
1	LP1AA	INTERIOR (P1A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LP1AA	TRIM (EZT2060F)		\$	-		\$	-	\$	-	\$	-
1	LP1AB	BOX (EZB2060R)	1	\$	197.00	0	\$	-	\$	197.00	\$	197.00
1	LP1AB	INTERIOR (P1A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LP1AB	TRIM (EZT2060F)		\$	-		\$	-	\$	-	\$	-
1	LP1AC	BOX (EZB2060R)	1	\$	228.00	0	\$	-	\$	228.00	\$	228.00
1	LP1AC	INTERIOR (P1A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LP1AC	TRIM (EZT2060F)		\$	-		\$	-	\$	-	\$	-
1	LP1ACS	BOX (EZB2060R)	1	\$	240.00	0	\$	-	\$	240.00	\$	240.00

1	LCC11AE	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	792.00
1	LCC11AE	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11AE	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11AES	BOX (EZB2060R)	1	\$	257.00	0	\$	-	\$	-	\$	-	\$	257.00	257.00
1	LCC11AES	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11AES	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11AF	BOX (EZB2060R)	0	\$	-	1	\$	387.00	\$	-	\$	-	\$	-	387.00
1	LCC11AF	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11AF	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11AFS	BOX (EZB2060R)	0	\$	-	1	\$	241.00	\$	-	\$	-	\$	-	241.00
1	LCC11AFS	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11AFS	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BA	BOX (EZB2060R)	1	\$	282.00	0	\$	-	\$	-	\$	-	\$	282.00	282.00
1	LCC11BA	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BA	TRIM (EZT2060S)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BAS	BOX (EZB2060R)	1	\$	250.00	0	\$	-	\$	-	\$	-	\$	250.00	250.00
1	LCC11BAS	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BAS	TRIM (EZT2060S)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BB	BOX (EZB2060R)	1	\$	499.00	0	\$	-	\$	-	\$	-	\$	499.00	499.00
1	LCC11BB	INTERIOR (P2A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BB	TRIM (EZT2060S)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BC	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	795.00
1	LCC11BC	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BC	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BCS	BOX (EZB2060R)	1	\$	258.00	0	\$	-	\$	-	\$	-	\$	258.00	258.00
1	LCC11BCS	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BCS	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BD	BOX (EZB2060R)	1	\$	273.00	0	\$	-	\$	-	\$	-	\$	273.00	273.00
1	LCC11BD	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BD	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BDS	BOX (EZB2060R)	1	\$	267.00	0	\$	-	\$	-	\$	-	\$	267.00	267.00
1	LCC11BDS	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BDS	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BE	BOX (EZB2060R)	1	\$	275.00	0	\$	-	\$	-	\$	-	\$	275.00	275.00
1	LCC11BE	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BE	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BES	BOX (EZB2060R)	1	\$	248.00	0	\$	-	\$	-	\$	-	\$	248.00	248.00
1	LCC11BES	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BES	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BF	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	486.00
1	LCC11BF	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BF	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BFS	BOX (EZB2060R)	1	\$	253.00	0	\$	-	\$	-	\$	-	\$	253.00	253.00
1	LCC11BFS	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BFS	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BG	BOX (EZB2060R)	1	\$	283.00	0	\$	-	\$	-	\$	-	\$	283.00	283.00
1	LCC11BG	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BG	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BGS	BOX (EZB2060R)	1	\$	238.00	0	\$	-	\$	-	\$	-	\$	238.00	238.00
1	LCC11BGS	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11BGS	TRIM (EZT2060F)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-
1	LCC11CA	BOX (EZB2060R)	1	\$	275.00	0	\$	-	\$	-	\$	-	\$	275.00	275.00
1	LCC11CA	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-	\$	-	-

1	LCC14AC	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AC	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14ACS	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14ACS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14ACS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AD	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AD	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AD	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14ADS	BOX (EZB2060R)	1	\$	244.00	\$	244.00	\$	244.00	\$	244.00	\$	244.00
1	LCC14ADS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14ADS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AE	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AE	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AE	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AES	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14AES	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AES	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AF	BOX (EZB2060R)	1	\$	257.00	\$	257.00	\$	257.00	\$	257.00	\$	257.00
1	LCC14AF	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AF	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AFS	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14AFS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AFS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AG	BOX (EZB2060R)	1	\$	276.00	\$	276.00	\$	276.00	\$	276.00	\$	276.00
1	LCC14AG	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AG	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AGS	BOX (EZB2060R)	1	\$	261.00	\$	261.00	\$	261.00	\$	261.00	\$	261.00
1	LCC14AGS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AGS	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BAH	BOX (EZB2060R)	1	\$	241.00	\$	241.00	\$	241.00	\$	241.00	\$	241.00
1	LCC14BAH	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BAH	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BAS	BOX (EZB2060R)	1	\$	261.00	\$	261.00	\$	261.00	\$	261.00	\$	261.00
1	LCC14BAS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BAS	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BB	BOX (EZB2060R)	1	\$	483.00	\$	483.00	\$	483.00	\$	483.00	\$	483.00
1	LCC14BB	INTERIOR (P2A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BB	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BBS	BOX (EZB2060R)	1	\$	259.00	\$	259.00	\$	259.00	\$	259.00	\$	259.00
1	LCC14BBS	INTERIOR (P2A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BBS	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BC	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14BC	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BC	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BCS	BOX (EZB2060R)	1	\$	275.00	\$	275.00	\$	275.00	\$	275.00	\$	275.00
1	LCC14BCS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BCS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BDS	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14BDS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BDS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BDS	INTERIOR (P1A225LT42AH01)	1	\$	254.00	\$	254.00	\$	254.00	\$	254.00	\$	254.00
1	LCC14BDS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-