

1	LCC14CFS	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14CG	BOX (EZB2060R)	1	\$	268.00	0	\$	268.00	-	\$	-	\$	268.00
1	LCC14CG	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14CG	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14CGS	BOX (EZB2060R)	1	\$	567.00	0	\$	567.00	-	\$	-	\$	567.00
1	LCC14CGS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14CGS	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14CH	BOX (EZB2060R)	1	\$	536.00	0	\$	536.00	-	\$	-	\$	536.00
1	LCC14CH	INTERIOR (P2A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14CH	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14CJ	BOX (EZB2060R)	1	\$	444.00	0	\$	444.00	-	\$	-	\$	444.00
1	LCC14CJ	INTERIOR (P2A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14CJ	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCCRAA	BOX (EZB2060R)	0	\$	-	0	\$	444.00	-	\$	-	\$	444.00
1	LCCRAA	INTERIOR (P2A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCCRAA	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCCRBA	BOX (EZB2060R)	0	\$	-	0	\$	206.00	-	\$	-	\$	206.00
1	LCCRBA	INTERIOR (P2A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCCRBA	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTAA	BOX (EZB2060R)	1	\$	223.00	0	\$	223.00	-	\$	-	\$	223.00
1	LKPTAA	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTAA	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTAB	BOX (EZB2060R)	1	\$	243.00	0	\$	243.00	-	\$	-	\$	243.00
1	LKPTAB	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTAB	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTABS	BOX (EZB2060R)	1	\$	208.00	0	\$	208.00	-	\$	-	\$	208.00
1	LKPTABS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTABS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTAC	BOX (EZB2060R)	1	\$	242.00	0	\$	242.00	-	\$	-	\$	242.00
1	LKPTAC	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTAC	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTACS	BOX (EZB2060R)	1	\$	278.00	0	\$	278.00	-	\$	-	\$	278.00
1	LKPTACS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKPTACS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3AA	BOX (EZB2060H)	1	\$	208.00	0	\$	208.00	-	\$	-	\$	208.00
1	LKP3AA	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3AA	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3AAS	BOX (EZB2060R)	1	\$	266.00	0	\$	266.00	-	\$	-	\$	266.00
1	LKP3AAS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3AAS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3AB	BOX (EZB2060H)	1	\$	270.00	0	\$	270.00	-	\$	-	\$	270.00
1	LKP3AB	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3AB	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3ABS	BOX (EZB2060R)	1	\$	228.00	0	\$	228.00	-	\$	-	\$	228.00
1	LKP3ABS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3ABS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3AC	BOX (EZB2060H)	1	\$	307.00	0	\$	307.00	-	\$	-	\$	307.00
1	LKP3AC	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3AC	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3ACS	BOX (EZB2060H)	1	\$	275.00	0	\$	275.00	-	\$	-	\$	275.00
1	LKP3ACS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3ACS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LKP3AD	BOX (EZB2060H)	1	\$	278.00	0	\$	278.00	-	\$	-	\$	278.00

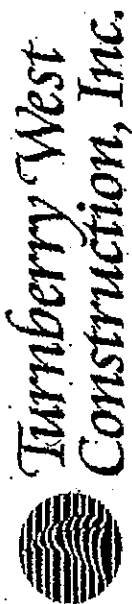
		1	\$	501.00	0	\$	501.00	\$	501.00	\$	501.00
1	KLCC14BDS										
	BOX (EZB2060R)										
1	KLCC14BDS										
	INTERIOR (P1A225LT42AH01)										
1	KLCC14BDS										
	TRIM (EZT2060F)										
1	KLCC14CA										
	BOX (EZB2060R)										
1	KLCC14CA										
	INTERIOR (P2A225LT42AH01)										
1	KLCC14CA										
	TRIM (EZT2060F)										
1	KLCC11AA										
	BOX (EZB2060R)										
1	KLCC11AA										
	INTERIOR (P1A225LT42AH01)										
1	KLCC11AA										
	TRIM (EZT2060F)										
1	KLCC11AB										
	BOX (EZB2060R)										
1	KLCC11AB										
	INTERIOR (P1A225LT42AH01)										
1	KLCC11AB										
	TRIM (EZT2060F)										
1	KLCC11BB										
	BOX (EZB2060R)										
1	KLCC11BB										
	INTERIOR (P1A225LT42AH01)										
1	KLCC11BB										
	TRIM (EZT2060F)										
1	KLCC11BC										
	BOX (EZB2060R)										
1	KLCC11BC										
	INTERIOR (P1A225LT42AH01)										
1	KLCC11BC										
	TRIM (EZT2060F)										
1	KLCC11BD										
	BOX (EZB2060R)										
1	KLCC11BD										
	INTERIOR (P1A225LT42AH01)										
1	KLCC11BD										
	TRIM (EZT2060F)										
1	KLCC11BDS										
	BOX (EZB2060R)										
1	KLCC11BDS										
	INTERIOR (P1A225LT42AH01)										
1	KLCC11BDS										
	TRIM (EZT2060F)										
1	KLCC11CA										
	BOX (EZB2060R)										
1	KLCC11CA										
	INTERIOR (P1A225LT42AH01)										
1	KLCC11CA										
	TRIM (EZT2060F)										
1	KLCC11A										
	BOX (EZB2072R)										
1	KLCC11A										
	INTERIOR (P1A400BT42AH01)										
1	KLCC11A										
	TRIM (EZT2072S)										
1	KLCC11AS										
	BOX (EZB2060R)										
1	KLCC11AS										
	INTERIOR (P1A400LT42AH01)										
1	KLCC11AS										
	TRIM (EZT2060S)										
1	ELCPA										
	BOX (EZB2060R)										
1	ELCPA										
	INTERIOR (P1A225LT42AH01)										
1	ELCPA										
	TRIM (EZT2060S)										
1	ELP8A										
	BOX (EZB2072R)										
1	ELP8A										
	INTERIOR (P1A400BT42AH01)										
1	ELP8A										
	TRIM (EZT2072S)										
1	ELCC11C										
	BOX (EZB2072R)										
1	ELCC11C										
	INTERIOR (P1A400BT42AH01)										
1	ELCC11C										
	TRIM (EZT2072S)										
1	ELCC11CS										
	BOX (EZB2060R)										
1	ELCC11CS										
	INTERIOR (P1A400LT42AH01)										
1	ELCC11CS										
	TRIM (EZT2060S)										
1	ELCCRA										
	BOX (EZB2072R)										
1	ELCCRA										
	INTERIOR (P1A400BT42AH01)										
1	ELCCRA										
	TRIM (EZT2072S)										
1	ELCCRAS										
	BOX (EZB2060R)										
1	ELCCRAS										
	INTERIOR (P1A400LT42AH01)										
1	ELCCRAS										
	TRIM (EZT2060S)										
1	ELCCRB										
	BOX (EZB2072R)										
1	ELCCRB										
	INTERIOR (P1A400BT42AH01)										

1	ULGB1	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGB1	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGB2	BOX (EZB2060R)	0	\$	0	\$	0	\$	141.00
1	ULGB2	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGB2	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGB3	BOX (EZB2060R)	0	\$	0	\$	0	\$	148.00
1	ULGB3	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGB3	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGB4	BOX (EZB2060R)	0	\$	0	\$	0	\$	141.00
1	ULGB4	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGB4	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGB5	BOX (EZB2060R)	0	\$	0	\$	0	\$	184.00
1	ULGB5	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGB5	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGC1	BOX (EZB2060R)	0	\$	0	\$	0	\$	141.00
1	ULGC1	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGC1	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGC2	BOX (EZB2060R)	0	\$	0	\$	0	\$	141.00
1	ULGC2	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGC2	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGC3	BOX (EZB2060R)	0	\$	0	\$	0	\$	164.00
1	ULGC3	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGC3	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGC4	BOX (EZB2060R)	0	\$	0	\$	0	\$	156.00
1	ULGC4	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGC4	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGR1	BOX (EZB2060R)	0	\$	0	\$	0	\$	187.00
1	ULGR1	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGR1	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULP3A	BOX (EZB2060R)	1	\$	141.00	\$	141.00	\$	141.00
1	ULP3A	INTERIOR (P1A100BT24AH01)	0	\$	-	\$	-	\$	-
1	ULP3A	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	ULGV1	BOX (EZB2060R)	0	\$	0	\$	0	\$	246.00
1	ULGV1	INTERIOR (P1A100LT30AH01)	0	\$	-	\$	-	\$	-
1	ULGV1	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	UHCRA	BOX (EZB2060R)	0	\$	0	\$	0	\$	511.00
1	UHCRA	INTERIOR (P2D225LT18AH01)	0	\$	-	\$	-	\$	-
1	UHCRA	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	XHCC11BA	BOX (EZB2060R)	0	\$	0	\$	0	\$	455.00
1	XHCC11BA	INTERIOR (P2D225LT42AH01)	0	\$	-	\$	-	\$	-
1	XHCC11BA	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	XHCC14BA	BOX (EZB2060R)	0	\$	0	\$	0	\$	783.00
1	XHCC14BA	INTERIOR (P2D225LT42AH01)	0	\$	-	\$	-	\$	-
1	XHCC14BA	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	EHCPA	BOX (EZB2060R)	0	\$	0	\$	0	\$	467.00
1	EHCPA	INTERIOR (P2D225LT42AH01)	0	\$	-	\$	-	\$	-
1	EHCPA	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	KHCC11BA	BOX (EZB2060R)	0	\$	0	\$	0	\$	467.00
1	KHCC11BA	INTERIOR (P2D225LT42AH01)	0	\$	-	\$	-	\$	-
1	KHCC11BA	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-
1	KHCC14BA	BOX (EZB2060R)	0	\$	0	\$	0	\$	523.00
1	KHCC14BA	INTERIOR (P2D225LT42AH01)	0	\$	-	\$	-	\$	-
1	KHCC14BA	TRIM (EZT2060S)	0	\$	-	\$	-	\$	-

Item #	Description	Quantity	Unit Price	Total Price
1 LCC14AHS	INTERIOR (P2A225LT42AH01)	0	\$	
1 LCC14AHS	TRIM (E2T206DF)	0	\$	
1 DBLCC14CD	PRLC SWITCHBOARD	0	\$	2,720.00
1 EDRHCORA	PRLC SWITCHBOARD	0	\$	8,455.00
1 HCPG1	SAFETY SWITCH (DH361UGK)	0	\$	41.50
1 HCPG2	SAFETY SWITCH (DH361UGK)	0	\$	41.50
1 HCPG3	SAFETY SWITCH (DH361UGK)	0	\$	41.50
1 AHG1B	SAFETY SWITCH (DH362UGK)	0	\$	71.20
1 HPP1	SAFETY SWITCH (DH362UGK)	0	\$	71.25
1 HPP2	SAFETY SWITCH (DH362UGK)	0	\$	71.25
1 HPP3	SAFETY SWITCH (DH362UGK)	0	\$	71.25
1 HPP4	SAFETY SWITCH (DH362UGK)	0	\$	71.25
1 HPP5	SAFETY SWITCH (DH362UGK)	0	\$	71.25
1 B1	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 B2	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 B3	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 B4	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 SB1	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 SB2	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 SB3	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 SB4	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 SB5	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 SB6	SAFETY SWITCH (DH363UGK)	0	\$	121.00
1 HWP1	SAFETY SWITCH (DH364UGK)	0	\$	182.00
1 HWP2	SAFETY SWITCH (DH364UGK)	0	\$	182.00
1 HWP3	SAFETY SWITCH (DH364UGK)	0	\$	182.00
1 HWP4	SAFETY SWITCH (DH364UGK)	0	\$	182.00
1 TP-1	SAFETY SWITCH (DH366UGK)	0	\$	741.00
1 TP-2	SAFETY SWITCH (DH366UGK)	0	\$	741.00
1 TP-3	SAFETY SWITCH (DH366UGK)	0	\$	741.00
1 TP-4	SAFETY SWITCH (DH366UGK)	0	\$	741.00
1 TP-5	SAFETY SWITCH (DH366UGK)	0	\$	741.00
1 TP-6	SAFETY SWITCH (DH366UGK)	0	\$	741.00
1 TP-7	SAFETY SWITCH (DH366UGK)	0	\$	741.00
1 TP-8	SAFETY SWITCH (DH366UGK)	0	\$	741.00
1 EFT0G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 EF1G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 EF4G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 EF7G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 EF17G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 GEFTG	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 GE2G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 GE3G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 GE4G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 GE5G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 GEFT1G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 GEFT2G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 GEFT6G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 VEF1G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 VEF2G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 VEF3G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 VEF4G	SAFETY SWITCH (DH368URK)	0	\$	71.00
1 VEF5G	SAFETY SWITCH (DH368URK)	0	\$	71.00

1	LP8AB	TRANSFORMER- MINI POWER CENTER (P48G28T30P)	0	\$	-	0	\$	-	\$	-	4,888.00
18	LP8AB	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	-
3	LP8AB	BREAKERS (BR20)	0	\$	-	0	\$	-	\$	-	-
1	ELEVCCAA	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	2,860.00	2,860.00
18	ELEVCCAA	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	-
1	ELEVCCAB	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	-	2,860.00
18	ELEVCCAB	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	-
1	ELEVCCBA	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	-	2,860.00
18	ELEVCCBA	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	-
1	ELEVCCCA	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	-	2,860.00
18	ELEVCCCA	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	-
1	ELEVP1AA	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	-	2,860.00
18	ELEVP1AA	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	-
1	HCPAS	BOX (E2B2090)	0	\$	-	0	\$	-	\$	-	-
1	HCPAS	INTERIOR (P3D400LT42AH01)	0	\$	-	0	\$	-	\$	-	-
1	HCPAS	HFD1020 FUSES	0	\$	-	0	\$	-	\$	-	-
1	HCPAS	TRIM (E2T2090)	0	\$	-	0	\$	-	\$	-	-
1	LP3AH	BOX (E2B2060)	0	\$	-	0	\$	-	\$	-	-
1	LP3AH	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	-
1	LP3AH	TRIM (E2T2060)	0	\$	-	0	\$	-	\$	-	-
1	LCCT1BBS	BOX (E2B2060)	0	\$	-	0	\$	-	\$	-	-
1	LCCT1BBS	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	-
1	LCCT1BBS	TRIM (E2T2060)	0	\$	-	0	\$	-	\$	-	-
1	ELP3AS	BOX (E2B2060)	0	\$	-	0	\$	-	\$	-	-
1	ELP3AS	INTERIOR (P1A400BT42AH01)	0	\$	-	0	\$	-	\$	-	-
1	ELP3AS	TRIM (E2T2060)	0	\$	-	0	\$	-	\$	-	-
1 lot of fuses											
9	FUSES	LPJ400SP	0	\$	-	0	\$	-	\$	11,585.22	11,585.22
24	FUSES	LPJ175SP	0	\$	-	0	\$	-	\$	-	-
12	FUSES	LPJ150SF	0	\$	-	0	\$	-	\$	-	-
24	FUSES	LPJ110SP	0	\$	-	0	\$	-	\$	-	-
36	FUSES	LPJ80SP	0	\$	-	0	\$	-	\$	-	-
12	FUSES	KRPC2500SP	0	\$	-	0	\$	-	\$	-	-
9	FUSES	KRPC3000SP	0	\$	-	0	\$	-	\$	-	-
9	FUSES	KRPC4000SP	0	\$	-	0	\$	-	\$	-	-
1	FUSES	PS4T48R1AF1	0	\$	-	0	\$	-	\$	-	-
14	FUSES	PS2T48R1AF1	0	\$	-	0	\$	-	\$	-	-
10	FUSES	PS1T48R1AF1	0	\$	-	0	\$	-	\$	-	-
TOTALS											
			123	\$	62,146.00	16	\$	79,300.00	\$	139,667.22	
				\$	62,146.00		\$	79,300.00	\$	139,667.22	
										off	

OFFSITE STORED MATERIALS



SUBCONTRACTOR	Codale Electric Supply		10300		Fontainebleau Las Vegas		Pay Application #	Period Ending:	J= G+H-I			
Job #							10/20/08					
Project												
ITEM	NO.	UNITS ORDERED	UNITS RECEIVE D BY CODALE	UNITS SENT TO SITE THIS PERIOD	BALANCE AT CODALE	JOB	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
BEACON	24	24			24	grge	light fixtures / garage	Codale Electric supply	\$ 3,408.00	\$ -	\$ -	\$ 3,408.00
GA	630	630	0		203	grge	light fixtures / garage	Codale Electric supply	\$ 6,090.10	\$ -	\$ -	\$ 6,090.10
GA-EBU	22	22			22	grge	light fixtures / garage	Codale Electric supply	\$ 2,927.00	\$ -	\$ -	\$ 2,927.00
GB	288	288			88	grge	light fixtures / garage	Codale Electric supply	\$ 4,304.99	\$ -	\$ -	\$ 4,304.99
GC	111	111			51	grge	light fixtures / garage	Codale Electric supply	\$ 5,970.84	\$ -	\$ -	\$ 5,970.84
GCC	34	34				grge	light fixtures / garage	Codale Electric supply	\$ 8,043.00	\$ -	\$ -	\$ 8,043.00
GD	1060	1060			980	grge	light fixtures / garage	Codale Electric supply	\$ 41,280.00	\$ -	\$ -	\$ 41,280.00
GE	10	10			4	grge	light fixtures / garage	Codale Electric supply	\$ 403.20	\$ -	\$ -	\$ 403.20
GF	4	4				grge	light fixtures / garage	Codale Electric supply	\$ 473.12	\$ -	\$ -	\$ 473.12
GG	12	12			12	grge	light fixtures / garage	Codale Electric supply	\$ 3,840.00	\$ -	\$ -	\$ 3,840.00
GH	38	38			38	grge	light fixtures / garage	Codale Electric supply	\$ 2,186.00	\$ -	\$ -	\$ 2,186.00
G-HSG/TRM	115	115			115	grge	light fixtures / garage	Codale Electric supply	\$ 10,235.00	\$ -	\$ -	\$ 10,235.00
GK-HSNG	10	10	0		0	grge	light fixtures / garage	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
GK-TRIM	10	8			9	grge	light fixtures / garage	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
GL-TRIM	1	1			1	grge	light fixtures / garage	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
GL-HSG/TRM	73	73			32	grge	light fixtures / garage	Codale Electric supply	\$ 5,146.00	\$ -	\$ -	\$ 5,146.00
GM-HSG/TRM	76	76			76	grge	light fixtures / garage	Codale Electric supply	\$ 14,060.00	\$ -	\$ -	\$ 14,060.00
GN	8	8			8	grge	light fixtures / garage	Codale Electric supply	\$ 481.76	\$ -	\$ -	\$ 481.76
GO-HSG/TRM	16	16			16	grge	light fixtures / garage	Codale Electric supply	\$ 576.16	\$ -	\$ -	\$ 576.16
MTG P/LT-GAA1	1423	352	0		0	grge	***price adjustment to prev. line total price***	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
MTG P/LT-GAA1	0	0			0	grge	light fixtures / garage	Codale Electric supply	\$ 260.00	\$ -	\$ -	\$ 260.00
GAA	1067	80				grge	light fixtures / garage	Codale Electric supply	\$ 910.00	\$ -	\$ -	\$ 910.00
GAA1	1067	280				grge	light fixtures / garage	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
GAA1	1067	1067			0	grge	light fixtures / garage	Codale Electric supply	\$ 57,918.84	\$ -	\$ -	\$ 57,918.84
GAA1	358	583			0	grge	light fixtures / garage	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
GAA1	220	220			0	grge	light fixtures / garage	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
GAA1	131	131			0	grge	light fixtures / garage	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
GAA1	79	79			0	grge	light fixtures / garage	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
GAA1	20	20			0	grge	light fixtures / garage	Codale Electric supply	\$ -	\$ -	\$ -	\$ -
GAA1	1	1			1	grge	light fixtures / garage	Codale Electric supply	\$ 100.00	\$ -	\$ -	\$ 100.00
GAA1	177	89			89	grge	light fixtures / garage	Codale Electric supply	\$ 168,413.78	\$ -	\$ -	\$ 168,413.78

PODIUM

STORED MATERIAL SUMMARY - MONTHLY REPORT

Fountainbleau Poolium

W&W Steel, LLC

Period To: 12/31/2008

Application #: 22

Submitted by:

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C WEIGHT ON HAND AT END OF MONTH (D+E-F)	WTON	D NET \$ ON HAND AT END OF MONTH	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
1	Raw Material (Per Attached Inventory Report) *OKC	22,425.909	1080	\$99,684	\$145,729	\$211,807
2	Fabricated Material	0		\$19	\$0	\$16
3	Freight (All Material excluding Arvalor)			\$0	\$0	\$0
4	Arvalor & All Trans Freight			\$0	\$0	\$0
5	**A) Stock Material (B) Fee & (C) Sales Tax @ 7.75%	N/A		\$15,310	\$22,266	\$32,448
6	*ARCO	0	1080	\$587	\$0	\$334
TOTALS				\$115,401	\$168,015	\$244,606

**See below

- A \$0
- B \$10,992
- C \$11,294
- D \$22,266

AFFIDAVIT OF STORED MATERIAL

(Before Payment)

This AFFIDAVIT OF STORED MATERIAL ("Affidavit") is entered into and entered by and between W&W Steel, LLC ("Subcontractor") on the one hand, and Turnberry West Construction, Inc. ("Contractor") on the other and is made and entered into this ~~19th~~ ^{19th} day of ~~December~~ ^{December}, 2008.

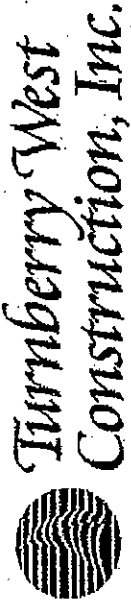
For and in consideration of the sum of ~~\$133,000.00~~ ^{\$133,000.00}, which Contractor has agreed to pay and which Subcontractor has agreed to accept, for stored materials, more particularly described in the attached inventory, Subcontractor certifies and attests as follows:

1. The stored material, as further described in Exhibit "A" 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 Podium ("Project");
2. The material is stored and secured at the following specific location(s): 1730 West Reno, Oklahoma City, OK 73106; AFCO Steel 1423 B. 6th St., Little Rock, AR 72202
3. Subcontractor shall transport and store the stored material at the location set forth above in paragraph 2 at its sole expense and risk unless otherwise specified in the Subcontract Agreement;
4. The material stored and secured is in 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, 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

EXHIBIT "A"

Per Printouts and invoices attached

OFFSITE STORED MATERIALS



SUBCONTRACTOR

Job #

Project

Giroux Glass, Inc.

10500

Fontainebleau Las Vegas

Pay Application # 14

Period Ending: 12/31/08

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
OCTOBER 47785	Hospitality Garden Mealting Room	Kawneer Co. - Extrusions, parts, misc glazing accessories following invoices: Inv.#371846-RI - dated 9/05/08 Inv.#372931-RI - dated 9/19/08 Inv.#373876-RI - dated 9/30/08 Inv.#374078-RI - dated 10/6/08 Inv.#374079-RI - dated 10/6/08 Inv.#374080-RI - dated 10/6/08	Giroux Glass, Inc. 4050 W. Mesa Vista Ave, Las Vegas, NV 89118	\$ 10,522.87 \$ 77,958.03 \$ 713.00 \$ 3,454.23 \$ 17,877.41 \$ 13,170.02	- - - - - -	\$ 10,522.87 \$ 77,958.03 \$ 713.00 \$ 3,454.23 \$ 17,877.41 \$ 13,170.02	\$ - \$ - \$ - \$ - \$ - \$ -
		Subtotal	\$ 123,695.56				
NOVEMBER 48185	Las Vegas Blvd & Riviera Blvd Meeting Room Meeting Room	Drf Design- Panel Material- Aluminum Coils INV # 1894- dated 09/05/08 Kawneer Co. - Extrusions, parts, misc- INV # 376679 Fasco- Extrusions, parts, misc. glazing accessories INV# 748569-00, 750822-00, 751804-00 Old Castle Glass-Curtain Wall Glass, Sunglass Inv# 61503, 61504, 61505- dated 11/07/08 Stud Welding Products- Inv #0177023-IN Stud Welding Products- Inv #0177024-IN	DRI DESIGN 5612 Snowdrift Road, Allentown, PA 18106 4050 W. Mesa Vista Ave, Las Vegas, NV 89118 4050 W. Mesa Vista Ave, Las Vegas, NV 89118 4050 W. Mesa Vista Ave, Las Vegas, NV 89118 4050 W. Mesa Vista Ave, Las Vegas, NV 89118 4050 W. Mesa Vista Ave, Las Vegas, NV 89118	\$ 316,600.00 \$ 334.99 \$ 7,229.36 \$ 29,397.00 \$ 141.00 \$ 179.55	- - - - - -	\$ 316,600.00 \$ 334.99 \$ 7,229.36 \$ 29,397.00 \$ 141.00 \$ 179.55	\$ - \$ - \$ - \$ - \$ - \$ -
		Subtotal	\$ 353,851.92				
December N/A				\$ 477,577.48	\$ 131,580.48	\$ 345,997.00	

ACORD		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY) 10/21/08	
PRODUCER Aon Risk Insurance Services West, Inc. fka. Aon Risk Services, Inc. of S CA 1901 Main Street Suite 300 Irvine CA 92614 USA PHONE: (949) 608-6300 FAX: (949) 608-6451				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Giroux Glass, Inc. 7145 W. Post Road Las Vegas NV 89103 USA				INSURERS AFFORDING COVERAGE		
				INSURER A: Old Republic General Ins Corp		
				INSURER B:		
				INSURER C:		
				INSURER D:		
				INSURER E:		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	A1CG56320800	01/01/08	01/01/09	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY: EA ACC	
					AGG	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
					AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A1CW56320800	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE-POLICY LIMIT	\$1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Turnberry West Construction, Inc.; Fontainebleau Las Vegas, LLC; Fontainebleau Las Vegas II, LLC; Bank of America, N.A. et. al., and Wells Fargo Bank National Association et. al. are additional insured. Re: Fabricate or Assemble the Stored Materials @ 4050 W. Mesa Vista, Las Vegas, NV 89118 - valued @ \$2,000,000. GL endorsement						
CERTIFICATE HOLDER				CANCELLATION		
Turnberry West Construction, Inc. 2755 Las Vegas Boulevard Las Vegas NV 89118 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE <i>Chris Bellanga</i>		
ACORD 25 (7/97)				ACORD CORPORATION 1988		

Holder Identifier: 570031320023 Certificate No:

Attachment to ACORD Certificate for Giroux Glass, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Giroux Glass, Inc.
 7145 W. Post Road
 Las Vegas NV 89103 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS attached.

Certificate No : 570031320023

POLICY NUMBER: A1CG56320800

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

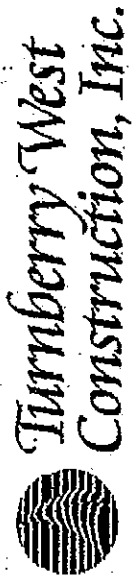
Turnberry West Construction, Inc.; Fontainebleau Las Vegas, LLC; Fontainebleau Las Vegas II, LLC; Bank of America, N.A. et. al., and Wells Fargo Bank National Association et. al.

Re: Fabricate or Assemble the Stored Materials @ 4050 W. Mesa Vista, Las Vegas, NV 89118 - valued @ \$2,000,000.

Information required to complete this Schedule, if not shown above, will be show in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "product completed operations hazard".

OFFSITE STORED MATERIALS



SUBCONTRACTOR Tracy & Ryder Landscape, Inc.
 Job # PWI-001
 Project Fontainebleau Las Vegas - Podium

Pay Application # 15
 Period Ending: 11/20/08

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
1	Podium	Stainless Steel Material for the Podium/Pool Deck Pools and Spas	Bradford Products, 710 Sunnyvale Dr., Wilmington, NC 28412	\$ 1,369,552.00	\$ -	\$ 217,678.00	\$ 1,145,874.00
2	Podium	Stainless Steel Material used in fabrication for Podium Pools and Spas	Bradford Products, 710 Sunnyvale Dr., Wilmington, NC 28412	\$ 473,253.00	\$ 217,678.00	\$ -	\$ 690,931.00
				\$ -	\$ -	\$ -	
				\$ 1,836,805.00	\$ 217,678.00	\$ 217,678.00	\$ 1,836,805.00

✓ ✓ ✓ ✓ ✓

EXHIBIT "1"

Stainless Steel for the Podium, Pool Deck, and Spas

Value of stored materials is based upon the following paid payment applications for material only.

PAID MATERIAL STORED AND UNFABRICATED - ADDITION(S):

1. Application #07-0091-000004 dated December 31st, 2007 / check #20784 dated February 1, 2008 in the amount of \$1,329,743.00
 2. Application #07-0091-000006 dated February 29th, 2008 / check #21195 dated March 28, 2008 in the amount of \$444,258.00.
 3. Application #07-0091-000007 dated March 31st, 2008 / check #21368 dated May 1st, 2008 in the amount of \$62,804.00.
- \$1,836,805.00 = Total of paid stored materials through December 31st, 2008.*

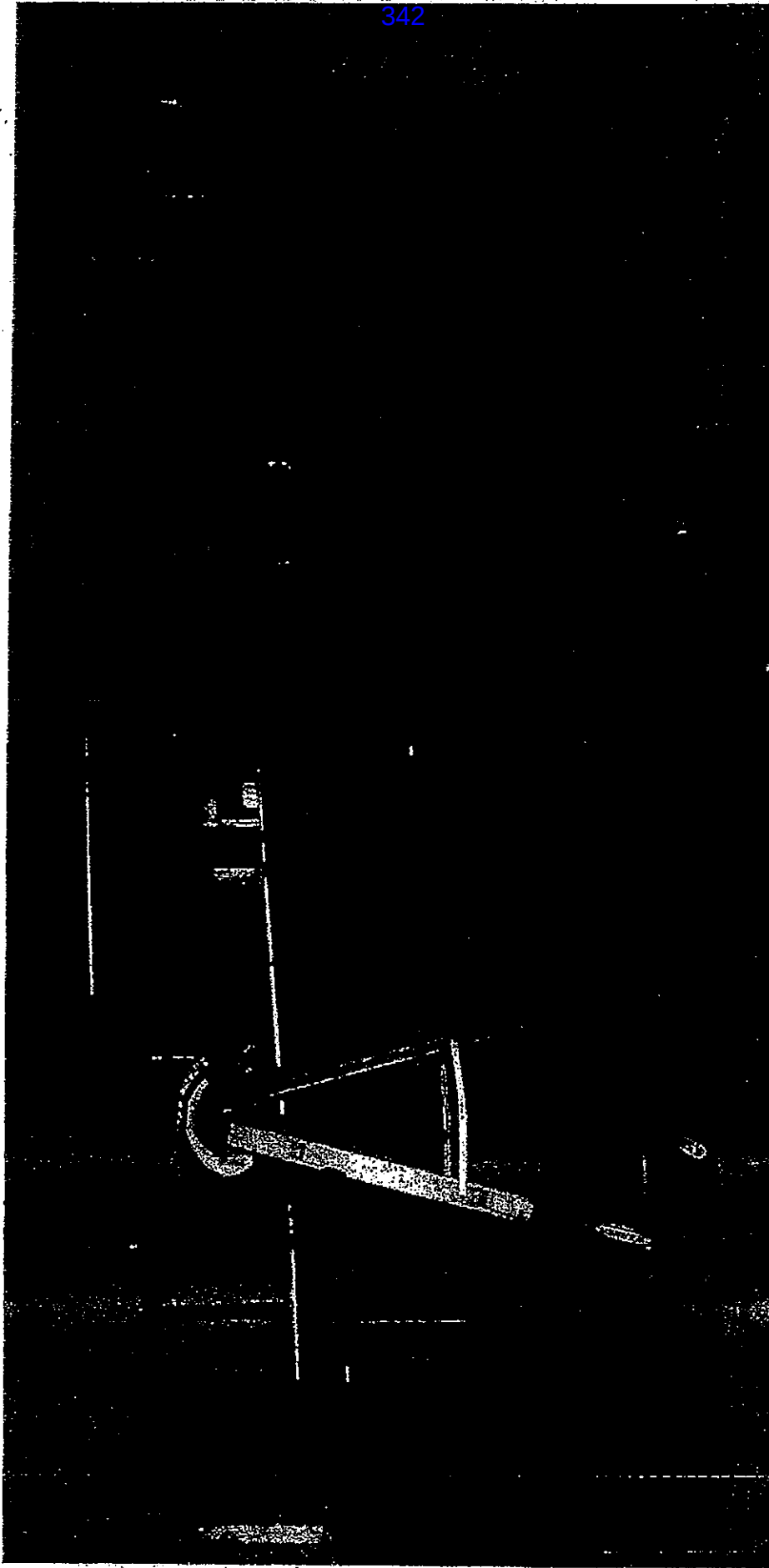
PAID STORED MATERIAL USED IN FABRICATION - DEDUCTION(S):

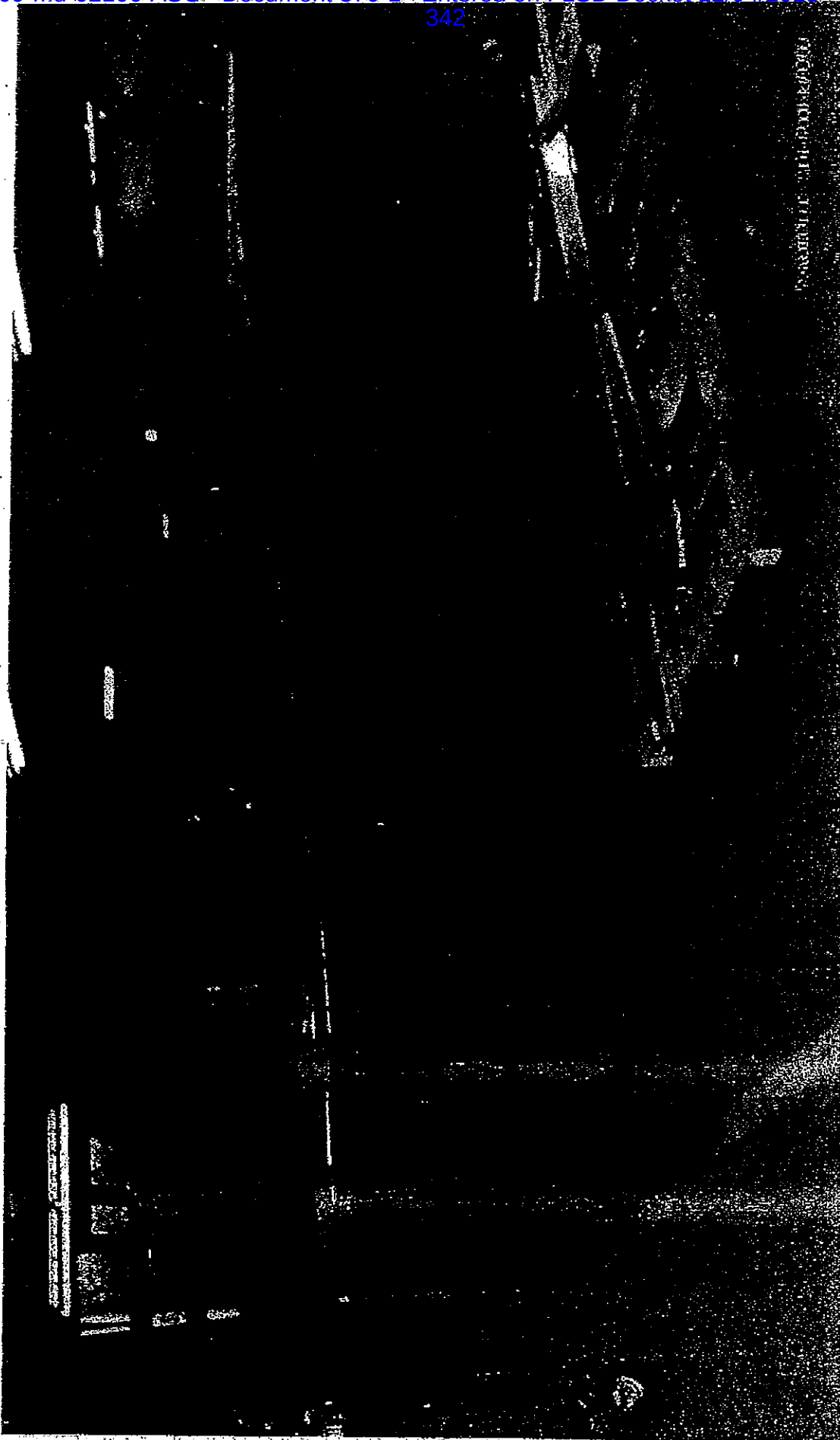
1. Total paid materials used in fabrication and no longer stored:
 - \$201,646.00 = June 2008
 - \$ 91,093.00 = July 2008
 - \$180,514.00 = August 2008
 - \$ 0.00 = September 2008
 - \$ 0.00 = October 2008
 - \$ 89,998.00 = November 2008
 - \$127,680.00 = December 2008
- \$690,931.00 = Project to date through December 31st, 2008*

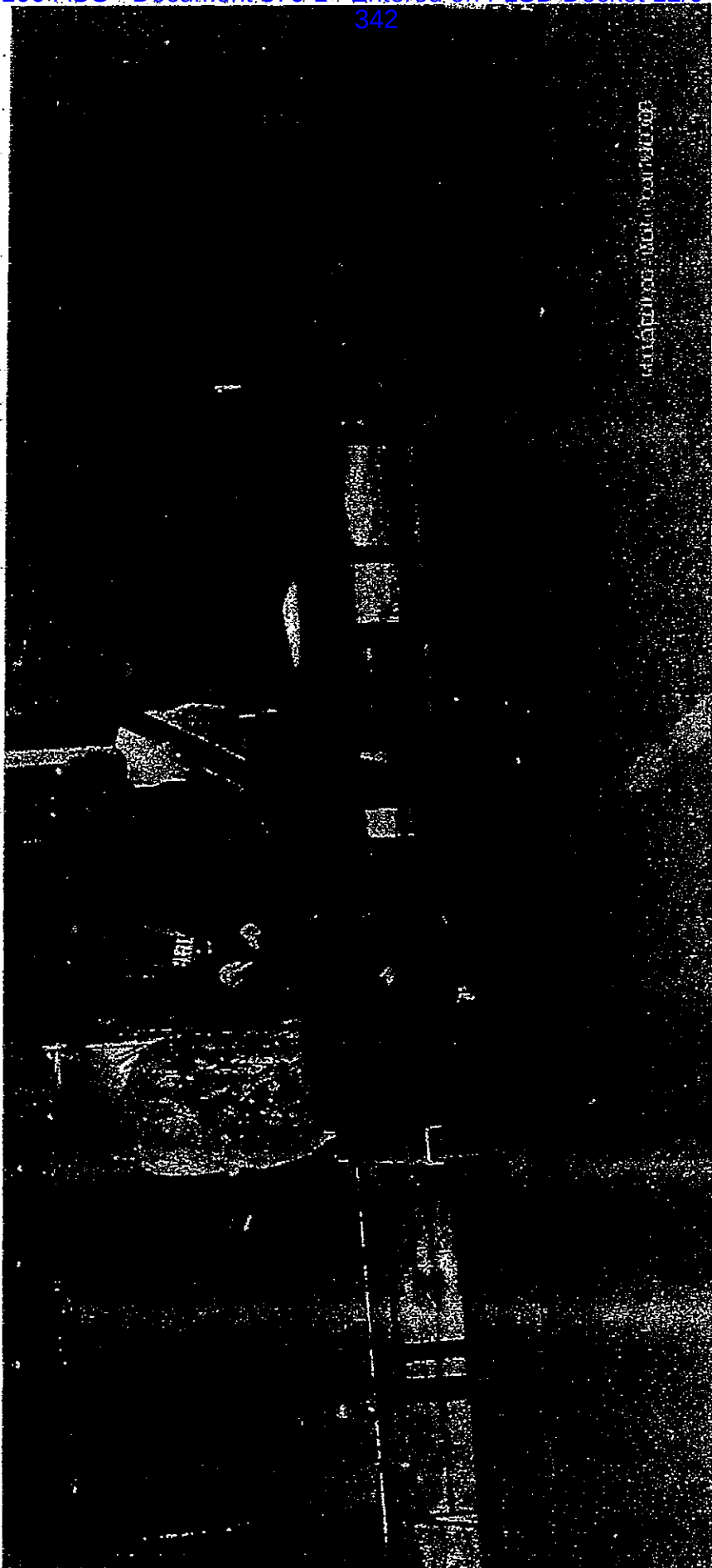
No additional stored materials have been paid or fabricated.

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







AFFIDAVIT AS TO PAYMENT OF CLAIM

State of Nevada
County of Clark

To: TURNBERRY WEST CONSTRUCTION, INC.,
hereinafter referred to as Contractor, Travis Hendricks

being first duly sworn, deposes and says:

1. That he is an authorized officer or partner or owner of Water FX Custom Pools, Spas & Fountains, LLC (Affiant) (Name of Subcontractor)

hereinafter referred to as Subcontractor, said Subcontractor having performed or performing work on the structure or premises being improved for Turnberry West Construction (Owner) said premises described as

2827 Paradise Road (Street Address) Las Vegas (City) Clark (County) Nevada (State)

2. That he has been and is duly authorized to make this affidavit on behalf of Subcontractor,

3. That he makes this affidavit for the purpose of procuring from Contractor a payment on the Subcontract Agreement between Subcontractor and Contractor for work covered by said Subcontract Agreement.

4. That Subcontractor has contracted with or agreed with or purchased from the following named persons, firms or corporation for labor or materials or services, or all three, furnished or to be furnished and used by Subcontractor in connection with work covered by the Subcontract Agreement; that there are no other accounts or will be no other accounts contracted for, or agreed upon, or purchased from; that there are no other accounts due or to become due for labor or material or services furnished in connection with said work on said improvement, other than those given in the following:

NAME	ITEM
<u>Bradford Products, LLC</u>	<u>Stainless Steel Pools & Spas for Fontainebleau project</u>

5. That the amount to be paid by Subcontractor to complete its work under the Subcontract Agreement shall at no time exceed the unpaid balance of the subcontract amount.

6. That immediately following this payment, Subcontractor shall discharge all obligations due and owing by it to date in connection with this work, and shall, before the next succeeding payment is made, furnish to Contractor, if required, satisfactory evidence of the payments of all accounts due, including, but not limited to, the exhibit of all bills paid by Subcontractor, properly receipt and identified, covering work done upon and materials and labor furnished for said structure and showing an expenditure of an amount not less than the total of all previous payments made hereunder by Contractor to Subcontractor.

7. That Subcontractor receives this payment for work on said job in trust, and as a trustee for the express use and purpose of paying in full for all such labor performed and materials and services furnished at such time as and when such payment becomes due under the terms of the Subcontract Agreement between Contractor and Subcontractor; and no title to such payment or any part thereof shall vest in Subcontractor until Subcontractor has first paid in full for all labor performed and material and services furnished at such time as when such payment becomes due and payable.

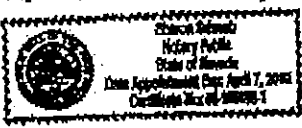
8. That in the event any lien shall be filed against any property of the Owner of said structure or premises for services performed, or materials, machinery and equipment furnished in connection with the work of Subcontractor, Subcontractor agrees to take all steps necessary and proper to release and discharge such lien or liens in the manner required by the laws of this State, immediately upon receipt of demand from Contractor or Owner, and in default of performing such obligation, agrees to reimburse Contractor upon demand, for all monies paid by the Owner and / or Contractor in the releasing, satisfying and discharging of such lien or liens, including reasonable attorneys' fees and court costs.

9. That in the event at any time there shall be evidence of any lien or claim for which the owner of the said structure or premises might become liable, and which may or may not be chargeable to Contractor, Contractor shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify the Owner, the Surety and / or Contractor against such lien or claim. Should there prove to be any such claim after all payments are made, Subcontractor shall refund to Contractor all monies that Contractor may pay, or be required to pay, in discharging any lien on said premises.

10. That attached hereto and made part hereof by reference thereto are full and complete releases and waiver of lien from all persons, firms or corporations who have furnished materials or labor or services to this date in connection with the work of Subcontractor, and that no other persons, firms or corporations have performed any work or supplied any materials for Subcontractor, and Subcontractor does hereby waive, on behalf of itself and any and all subcontractors, laborers, materialmen, suppliers or other persons whomsoever, all rights to liens or stop notices upon the real property hereinabove described and the structures erected thereon, and further agrees that this affidavit may be filed and recorded in the office of the County Recorder of this County in this State, and that the filing and recording hereof shall be constructive notice of its contents and of this Waiver of Lien to all parties or persons whomsoever.

Subscribed and sworn to me this 12th day of December 2008
Sharon Schaub Clark Nevada
Notary Public in and for said County and State

Water FX Custom Pools, Spas & Fountains, LLC
By [Signature] (Subcontractor)
As G.E.O.
(President, Vice President, Partner or Owner)



WFX WaterFX		Fontainebleau Pool and Spa Stainless Steel Schedule		Rt 12/12/08	
ID	Description	Duration	Start	Finish	OU 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105
53	Structural Drawings	15 days	Mon 6/25/08	Fri 8/1/08	Structural Drawings
54	Shop Drawings	23 days	Mon 6/25/08	Wed 8/25/08	Shop Drawings
55	Owner Submittal Review	49 days	Mon 10/13/08	Wed 12/10/08	Owner Submittal Review
56	Fabrication	70 days	Thu 12/11/08	Wed 3/18/09	Fabrication
57	Move-In	2 days	Tue 2/10/09	Wed 2/11/09	Move-In
58	Survey Leveling Slab	1 day	Thu 2/12/09	Thu 2/12/09	Survey Leveling Slab
59	Form Leveling Slab	2 days	Fri 2/13/09	Mon 2/16/09	Form Leveling Slab
60	Place Slab	1 day	Tue 2/17/09	Tue 2/17/09	Place Slab
61	Cure Slab	1 day	Wed 2/18/09	Wed 2/18/09	Cure Slab
62	Adjust Leveling Slab	4 days	Thu 2/19/09	Tue 2/24/09	Adjust Leveling Slab
63	Shipping	7 days	Thu 3/19/09	Fri 3/27/09	Shipping
64	Move-In	1 day	Mon 3/30/09	Mon 3/30/09	Move-In
65	On-Site Assembly	5 days	Tue 3/31/09	Mon 4/13/09	On-Site Assembly
66	Water Test	3 days	Tue 4/13/09	Thu 4/16/09	Water Test
67	Deck Tie-In	2 wks	Fri 4/10/09	Thu 4/23/09	Deck Tie-In
68	Coping	10 days	Fri 4/24/09	Thu 5/7/09	Coping
69	Tile Installation	25 days	Fri 5/8/09	Thu 6/11/09	Tile Installation
70	Corridor Electrical	50 days	Tue 4/27/09	Mon 6/15/09	Corridor Electrical
71	Corridor Plumbing	65 days	Tue 4/27/09	Mon 6/22/09	Corridor Plumbing
72	Bunker Electrical	15 days	Tue 6/23/09	Mon 7/13/09	Bunker Electrical
73	Bunker Plumbing	25 days	Tue 6/23/09	Mon 7/27/09	Bunker Plumbing
74	Rough Plumbing Inspection for both CCBD & CCHD	3 days	Tue 7/28/09	Thu 7/30/09	Rough Plumbing Inspection for both CCBD & CCHD
75	Final Electrical	5 days	Fri 7/31/09	Thu 8/6/09	Final Electrical
76	Final Plumbing	10 days	Fri 7/31/09	Thu 8/13/09	Final Plumbing
77	Preliminary Final Inspection CCBD & CCHD	3 days	Fri 8/14/09	Tue 8/18/09	Preliminary Final Inspection CCBD & CCHD
78	Fill Pool	1 day	Mon 8/17/09	Mon 8/17/09	Fill Pool
79	Final Pool Pre-inspections	2 days	Tue 8/18/09	Wed 8/19/09	Final Pool Pre-inspections
80	Final Pool Inspections for both CCBD & CCHD	3 days	Thu 8/20/09	Mon 8/24/09	Final Pool Inspections for both CCBD & CCHD
81	Commission Pool	20 days	Tue 8/18/09	Mon 9/14/09	Commission Pool
82	Pool Complete	0 days	Mon 8/17/09	Mon 8/17/09	Pool Complete
83	Stage Pool	284 days	Fri 10/16/08	Wed 11/11/09	Stage Pool
84	Shop Drawings	1 day	Fri 10/16/08	Mon 10/13/08	Shop Drawings
85	Structural Drawings	15 days	Fri 10/16/08	Thu 11/20/08	Structural Drawings
86	Owner Submittal Review	20 days	Thu 11/13/08	Wed 12/10/08	Owner Submittal Review
87	Engineering Breakdown	3 wks	Thu 12/11/08	Wed 12/31/08	Engineering Breakdown
88	Fabrication	98 days	Thu 1/1/09	Mon 5/18/09	Fabrication
89	Move-In	2 days	Mon 1/12/09	Tue 1/20/09	Move-In
90	Survey Leveling Slab	1 day	Wed 1/21/09	Wed 1/21/09	Survey Leveling Slab
91	Form Leveling Slab	2 days	Thu 1/22/09	Fri 1/23/09	Form Leveling Slab
92	Place Slab	1 day	Mon 1/26/09	Mon 1/26/09	Place Slab
93	Cure Slab	1 day	Tue 1/27/09	Tue 1/27/09	Cure Slab
94	Adjust Leveling Slab	4 days	Wed 1/28/09	Mon 2/2/09	Adjust Leveling Slab
95	Shipping	7 days	Tue 2/10/09	Wed 2/27/09	Shipping
96	Move-In	1 day	Thu 2/26/09	Thu 2/26/09	Move-In
97	On-Site Assembly	21 days	Fri 2/27/09	Fri 3/20/09	On-Site Assembly
98	Water Test	3 days	Mon 3/23/09	Wed 3/25/09	Water Test
99	Deck Tie-In	10 days	Thu 7/2/09	Wed 7/15/09	Deck Tie-In
100	Coping	15 days	Thu 7/16/09	Wed 8/5/09	Coping
101	Tile Installation	25 days	Thu 8/6/09	Wed 9/9/09	Tile Installation
102	Corridor Electrical	30 days	Mon 8/24/09	Fri 9/11/09	Corridor Electrical
103	Corridor Plumbing	50 days	Mon 8/24/09	Fri 10/9/09	Corridor Plumbing
104	Bunker Electrical	10 days	Mon 9/14/09	Fri 9/21/09	Bunker Electrical
105	Bunker Plumbing	15 days	Mon 9/14/09	Fri 9/25/09	Bunker Plumbing

Project: FBPD - WFX - 11.17.08
 Date: Fri 12/12/08

Task: Task Rollover Task Rollover External Task Rollover Milestone

Summary: Summary Rollover Summary Rollover External Summary Rollover Milestone Summary

Related Up Progress: Related Up Progress Mile External Tasks Project Summary

Group By Summary: Group By Summary Deadline

Page 2

WFX WaterFX Aquatic Design & Construction		Fort Lauderdale Pool and Spa Stainless Steel Schedule		Fr 12/1/09														
ID	IC	Description	Duration	Start	Finish	100	101	102	103	104	105	106	107	108	109	110	111	112
158	IC	Corridor Electrical	15 days	Thu 3/16/09	Wed 4/29/09													
159	IC	Corridor Plumbing	25 days	Wed 3/11/09	Tue 4/14/09													
160	IC	Bunker Electrical	10 days	Wed 4/1/09	Tue 4/28/09													
161	IC	Bunker Plumbing	15 days	Wed 4/1/09	Tue 5/5/09													
162	IC	Rough Plumbing Inspection for both CC&D & CCHD	3 days	Wed 5/6/09	Fri 6/6/09													
163	IC	Final Electrical	5 days	Mon 6/1/09	Fri 6/19/09													
164	IC	Final Plumbing	10 days	Mon 6/1/09	Fri 6/26/09													
165	IC	Preliminary Final Inspection CC&D & CCHD	3 days	Mon 6/1/09	Wed 6/24/09													
166	IC	Fill Pool	1 day	Mon 6/1/09	Mon 6/1/09													
167	IC	Final Pool Pre-Inspection	2 days	Thu 6/18/09	Wed 6/24/09													
168	IC	Final Pool Inspections for both CC&D & CCHD	3 days	Thu 6/25/09	Mon 6/29/09													
169	IC	Commission Pool	20 days	Tue 6/2/09	Mon 6/14/09													
170	IC	Spa Complete	0 days	Mon 6/14/09	Mon 6/14/09													
171	IC	Euro Pool	44 days	Mon 2/1/09	Wed 6/10/09													
172	IC	Shop Drawings	9 days	Mon 2/23/09	Thu 3/5/09													
173	IC	Structural Drawings	18 days	Mon 2/16/09	Fri 3/13/09													
174	IC	Owner Submittal Review	22 days	Thu 3/5/09	Fri 4/4/09													
175	IC	Fabrication	105 days	Thu 3/1/09	Wed 6/24/09													
176	IC	Waterproofing under leveling slab (by others)	8 days	Fri 10/24/08	Fri 10/31/08													
177	IC	Move In	2 days	Mon 11/3/08	Tue 11/4/08													
178	IC	Survey Leveling Slab	2 days	Wed 11/5/08	Thu 11/6/08													
179	IC	Form Leveling Slab	2 days	Fri 11/7/08	Mon 11/10/08													
180	IC	Place Leveling Slab	1 day	Tue 11/11/08	Tue 11/11/08													
181	IC	Cure Leveling Slab	2 days	Wed 11/12/08	Thu 11/13/08													
182	IC	Laser Level - Leveling Slab	1 day	Fri 11/14/08	Fri 11/14/08													
183	IC	Water Test Remaining M's Euro Area	3 days	Mon 11/17/08	Wed 11/19/08													
184	IC	Final Adjustments to Leveling Slab	3 days	Thu 11/20/08	Mon 11/24/08													
185	IC	Shipping	7 days	Fri 11/14/08	Mon 11/24/08													
186	IC	Onsite Fabrication	21 days	Tue 11/25/08	Tue 12/23/08													
187	IC	Water Testing	3 days	Wed 12/24/08	Fri 12/26/08													
188	IC	Deck Tie-In	10 days	Mon 12/29/08	Fri 1/9/09													
189	IC	Coping	15 days	Mon 1/12/09	Fri 1/30/09													
190	IC	Tile Installation	33 days	Mon 2/2/09	Fri 3/20/09													
191	IC	Corridor Electrical	35 days	Fri 1/16/09	Thu 3/5/09													
192	IC	Bunker Electrical	15 days	Fri 3/6/09	Thu 3/26/09													
193	IC	Corridor Plumbing	75 days	Mon 12/8/08	Fri 3/20/09													
194	IC	Bunker Plumbing	15 days	Mon 3/23/09	Fri 4/9/09													
195	IC	Rough Plumbing Inspection for both CC&D & CCHD	3 days	Mon 5/11/09	Wed 5/13/09													
196	IC	Final Electrical	3 days	Thu 6/1/09	Mon 6/15/09													
197	IC	Final Plumbing	6 days	Tue 6/15/09	Tue 6/23/09													
198	IC	Preliminary Final Inspection CC&D & CCHD	6 days	Mon 6/24/09	Fri 7/2/09													
199	IC	Fill Pool	3 days	Mon 6/29/09	Wed 7/1/09													
200	IC	Commission Pool	10 days	Thu 6/30/09	Wed 7/28/09													
201	IC	Final SHHD	10 days	Thu 6/30/09	Wed 7/28/09													
202	IC	Family Pool Complete	0 days	Wed 6/16/09	Wed 6/16/09													
203	IC	Main Pool	138 days	Wed 7/22/09	Tue 11/10/09													
204	IC	Shop Drawings	45 days	Wed 7/22/09	Mon 9/28/09													
205	IC	Owner Submittal Review	7 days	Wed 10/1/09	Thu 10/8/09													
206	IC	Structural Drawings	14 days	Fri 10/16/09	Wed 10/28/09													
207	IC	Engineering Breakdown	24 days	Fri 10/16/09	Wed 11/11/09													
208	IC	Onsite Fabrication	122 days	Thu 11/13/09	Fri 5/22/10													
209	IC	Leveling Slab 1/4	4 wks	Mon 12/1/09	Fri 1/1/10													

Project: FBPD - WFX - 11.17.09 Date: Fri 12/12/08

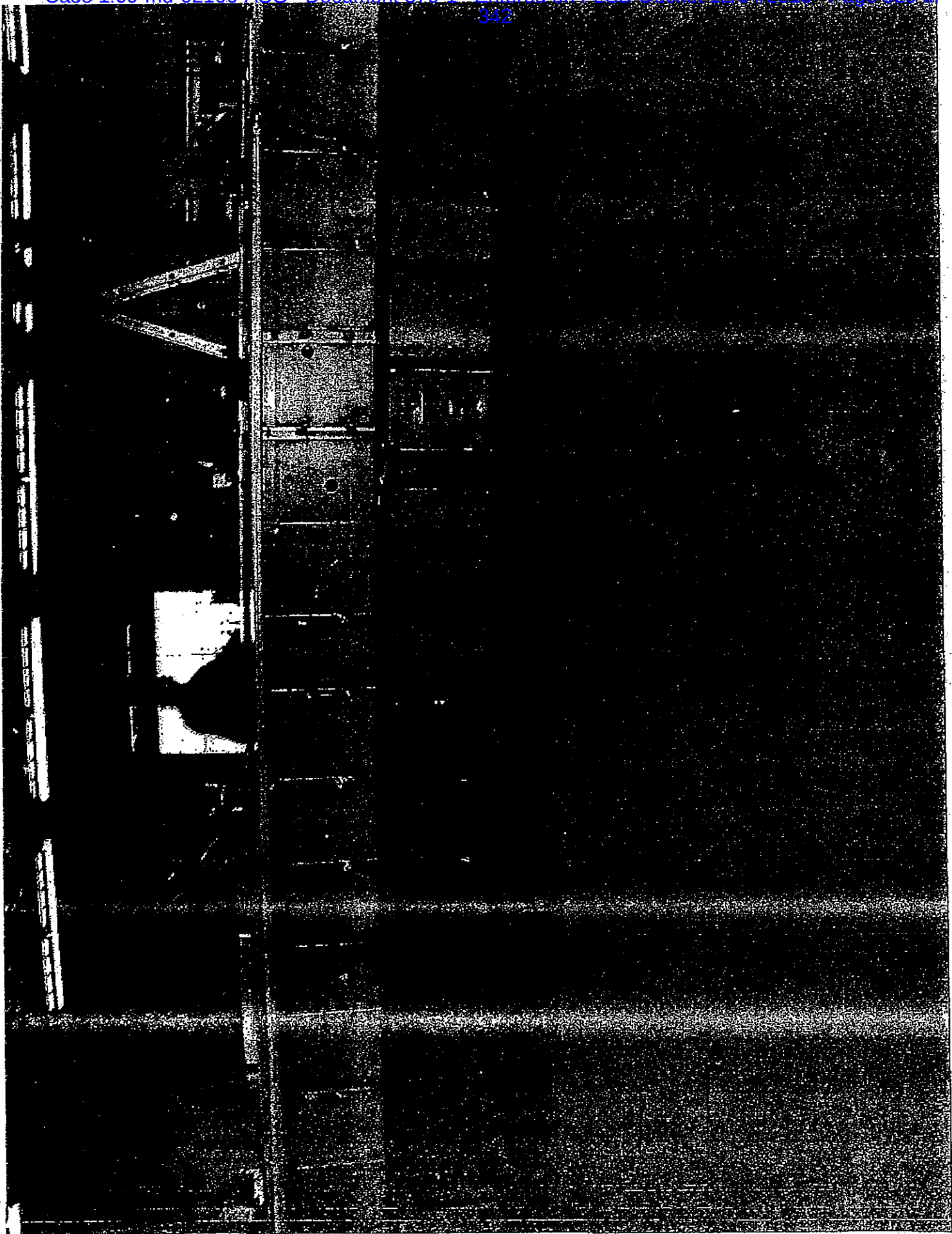
Task: Task Summary Rolled Up Progress Group By Summary

Critical Task: Critical Task Rolled Up Critical Task External Task Deadline

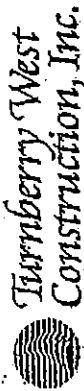
Progress: Progress Rolled Up Milestone Project Summary

Milestone: Milestone Milestone

Page 4



STORED MATERIAL SUMMARY - MONTHLY REPORT



PROJECT: Fontainebleau Las Vegas, LLC
Podium

Submitted: 12/11/2008

Application #: 12

Period To: 12/31/2008

Location Stored At: 4855 W HARMON, LAS VEGAS, NV 89118

THYSSEN-KRUPP

A	B	C	D	E	F
ITEM NUMBER	STORED MATERIALS DESCRIPTION	NET ON HAND AT END OF MONTH (D+E-F)	PREVIOUS BALANCE	DELIVERED THIS MONTH	INSTALLED THIS MONTH
1	VE 1-2 Escalator Trusses & Drive Units Qty 2	\$ 161,864.00	\$ 161,864.00	\$ -	\$ -
2	RE 1-2 Escalator Trusses & Drive Units Qty 2	\$ 164,162.00	\$ 164,162.00	\$ -	\$ -
3	RE 3-4 Escalator Trusses & Drive Units Qty 2	\$ 164,162.00	\$ 164,162.00	\$ -	\$ -
4	RE 5-6 Escalator Trusses & Drive Units Qty 2	\$ 241,671.00	\$ 241,671.00	\$ -	\$ -
5	TE 1-2 Escalator Trusses & Drive Units Qty 2	\$ 239,426.00	\$ 239,426.00	\$ -	\$ -
6	TE 3-4 Escalator Trusses & Drive Units Qty 2	\$ 239,426.00	\$ 239,426.00	\$ -	\$ -
7	CHP 1-6 Elevator Machines & Controls Qty 6	\$ 192,619.00	\$ 192,619.00	\$ -	\$ -
8	CHP 1-6 Elev. Cabs Platforms Entrance Doors	\$ 881,824.00	\$ 881,824.00	\$ -	\$ -
9	RE 7-8 Escalator Trusses & Drive Units Qty 2	\$ 164,162.00	\$ 164,162.00	\$ -	\$ -
10	RE 11-12 Escalator Trusses & Drive Units Qty 2	\$ -	\$ 241,671.00	\$ -	\$ 241,671.00
11	TS1 Complete Traction Elevator	\$ 169,630.00	\$ 169,630.00	\$ -	\$ -
12	KS1 Car Sling, Platform, Jack	\$ 26,798.00	\$ 26,798.00	\$ -	\$ -
13	CP3-4 Complete Traction Elevator	\$ 291,027.00	\$ 291,027.00	\$ -	\$ -
14	PSS3-4 Complete Traction Elevator	\$ 377,764.00	\$ 377,764.00	\$ -	\$ -
15	RS2-3 Complete Traction Elevator	\$ 317,605.00	\$ 317,605.00	\$ -	\$ -

Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

LEGAL:5829-003/876459.1

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,

(30) days at no cost or expense to Contractor.

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

from any lien or encumbrance;

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

or addenda thereto;

4. The material stored and secured is in strict compliance with the Subcontract Agreement, Project plans, specifications, and amendments, revisions

set forth above in paragraph 2 at its sole expense and risk;

3. Subcontractor shall transport and store the stored material at the location

4855 West Harmon, Las Vegas, NV 89118

2. The material is stored and secured at the following specific location(s):

Podium ("Project");

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

1. The stored material, as further described in "Exhibit 1" attached hereto,

receipt whereof is hereby acknowledged, Subcontractor certifies and attests as follows:

For and in consideration of the sum of \$900,788 in hand paid

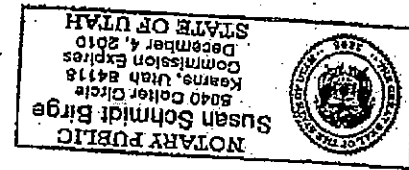
into this 11th day of December 2008.

Turnberry West Construction Inc. ("Contractor") on the other and is made and entered

and between ThyssenKrupp Elevator ("Subcontractor") on the one hand, and

This AFFIDAVIT OF STORED MATERIAL ("Affidavit") is entered into and entered by

AFFIDAVIT OF STORED MATERIAL



Tumberly West Construction, Inc.
 2755 Las Vegas Blvd. S.
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

Notary Stamp

Notary Public: Susan Schmidt Birge
 My commission expires: 12-4-2010
 Day of: December, 2008
 Title: REGIONAL BILLING ANALYST
 Print Name: LAURIE EDSBERG

Day of: 11th, December, 2008
 Subscribed and sworn before me this

Company: Thyssenkrupp Elevator
 Title: REGIONAL BILLING ANALYST
 By: LAURIE EDSBERG

Materials

TP1 Complete Traction Elevator	\$143,258
PSP3 Complete Traction Elevator	\$355,474
PSP4 Complete Traction Elevator	\$138,484
PSS1 Complete Traction Elevator	\$263,572
TOTAL DELIVERED THIS MONTH:	\$900,788

Date: 12/11/2008

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:

4855 WEST HARMON, LAS VEGAS, NV 89118

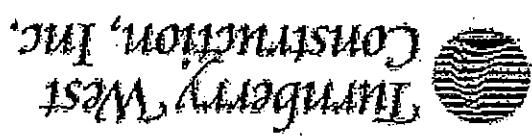
The materials listed below are stored off-site at

Bill of Sale

RE: Stored Materials - Podium
 Attention: Robert Oehrl

Fontainebleau Las Vegas, LLC
 2755 Las Vegas Blvd. S.
 Las Vegas, NV 89109

Bill of Sale



and retained by the agent.

342

No. 432729

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AGENT'S NO. 97-738

The property described below is a general good under except as noted (contents and conditions of carriage of packages, insurance, and delivery) and is subject to the terms and conditions of the bill of lading. The carrier shall be liable for the loss of or damage to the property described below which is not caused by the negligence of the carrier. If the property is damaged or lost, the carrier shall be liable for the loss of or damage to the property described below which is not caused by the negligence of the carrier. If the property is damaged or lost, the carrier shall be liable for the loss of or damage to the property described below which is not caused by the negligence of the carrier. If the property is damaged or lost, the carrier shall be liable for the loss of or damage to the property described below which is not caused by the negligence of the carrier.

Seal: 03841

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.

From **ThyssenKrupp Elevator Manufacturing Inc.**
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT HOTEL CAS
4855 W. HARMON AVE.
LAS VEGAS, NV 89118

at **Middleton, TN**
 SHIPPER'S NUMBERS

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

\$

DATE 11/26/2008	CARRIER TKX LOGISTICS	Trailer ID *T4650R* *T4650R* T46508
CUSTOMER'S ORDER NUMBER 105C-X0898		

Total Pieces: 22

Total Weight: 42,331.00

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.

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 three 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.

AGENT'S NO. **NO.**

53203

Seal: 03824

The property described hereon is intended for use as a container for goods and contents of packages (unbranded, marked, packaged, and labeled as indicated herein which shall constitute the bill of lading) and is not to be used for any other purpose. It is the responsibility of the shipper to ensure that the property is properly secured and packed in accordance with the applicable regulations. The carrier shall not be liable for any loss or damage to the property or contents of packages (unbranded, marked, packaged, and labeled as indicated herein) which are not properly secured and packed in accordance with the applicable regulations. The carrier shall not be liable for any loss or damage to the property or contents of packages (unbranded, marked, packaged, and labeled as indicated herein) which are not properly secured and packed in accordance with the applicable regulations. The carrier shall not be liable for any loss or damage to the property or contents of packages (unbranded, marked, packaged, and labeled as indicated herein) which are not properly secured and packed in accordance with the applicable regulations.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, and that he has read and understands the same, and that he has agreed to be bound by the same and to accept the same as a condition of the shipment and to be bound by the same and to accept the same as a condition of the shipment and to be bound by the same and to accept the same as a condition of the shipment.

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.

From **ThyssenKrupp Elevator Manufacturing Inc.**
CONSIGNEE TO:
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT HOTEL CAS

at **Middleton, TN**
SHIPPER'S NUMBERS

4855 W. HARMON AVE.

LAS VEGAS, NV 89118

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

\$ _____

DATE 11/21/2008	CARRIER HENSON
CUSTOMER'S ORDER NUMBER 105C-X0890 B133601	

Trailer ID
T46600
T46600
T46600

Total Pieces: 22 Total Weight: 22,075.00

24 Hour Notify: TRK/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**

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

[Signature]

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.

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. 4320101

97-743

Seal: 03842

The property described below is being shipped under the terms, conditions and conditions of carriage (inclosed) thereon, provided by the carrier named herein. The carrier is not responsible for any loss or damage to the property under the contract signed to carry it to the place of delivery. The carrier is not responsible for any loss or damage to the property under the contract signed to carry it to the place of delivery. The carrier is not responsible for any loss or damage to the property under the contract signed to carry it to the place of delivery.

Subject to Section 7 of conditions of applicable bill of lading, if the 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.

From ThyssenKrupp Elevator Manufacturing Inc.
CONSIGNEE TO:
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT HOTEL CAS
4855 W. HARMON AVE.
LAS VEGAS, NV 89118

at Middletown, TN
SHIPPER'S NUMBERS

ThyssenKrupp Elevator Manufacturing Inc.
(Signature of consignor)

If charges are to be prepaid, write or stamp here. "To be prepaid."

Freight to apply in payment of the charges on the property described hereon

Agent of Cashier

For (The signature here acknowledges only the amount prepaid)

Charges advanced

DATE 11/25/2008	CARRIER TKX LOGISTICS
CUSTOMER'S ORDER NUMBER 105C-K0898	

Crafter ID *T46511* *T46511* 146511
--

Job: CK0898-11/25/2008 (C/O FONTAINEBLEAU RESORT HOTEL CAS)

Qty	Rec	UnitID	Description	Weight	Rate/Class
1	✓	2 GRS0927	Rail and Jack Bundle	3,330	60
1	✓	2 GRS0928	Rail and Jack Bundle	3,360	60
1	✓	2 SF19225	Skidded Hoistway Products	2,978	50
1	✓	9 DP5028 Pkting	Wiring Mat Pallet/Box	782	65
1	✓	9 DP5645 Conduit/straps	Wiring Mat Pallet/Box	538	65
1	✓	9 DP5794 Conduit	Wiring Mat Pallet/Box	385	65
1	✓	9 DP5993 Elect Kit	Wiring Mat Pallet/Box	387	65
1	✓	9 DP7811 Conduit	Shipping Skids	1,088	60
1	✓	9 DP7812	Shipping Skids	1,921	60
1	✓	9 DP7813	Shipping Skids	1,792	60
1	✓	9 DP7814 Conduit	Shipping Skids	1,792	60
1	✓	9 DP7815	Shipping Skids	1,792	60
1	✓	9 DP7816	Shipping Skids	1,792	60
1	✓	9 DP8009 Cable Tracer (2)	Wiring Mat Pallet/Box	1,557	65
1	✓	9 DP8010 Cable Tracer (2)	Wiring Mat Pallet/Box	1,768	65
1	✓	9 DP8011 Cable (2) Tracer	Wiring Mat Pallet/Box	1,552	65
1	✓	9 DP8012 Tracer Cable	Wiring Mat Pallet/Box	810	65
1	✓	9 DP8013 Strap/Elect Kit	Wiring Mat Pallet/Box	439	65
1	✓	9 DP8015 Cable pulling	Wiring Mat Pallet/Box	432	65
1	✓	9 DP8016 Cable Tracer (2)	Wiring Mat Pallet/Box	1,552	65

Total Pieces: 20 Total Weight: 30,242.00

24 Hour Notify: TRE 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.

12/4/08
Gary E. Gardner
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

If 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

AGENT PER

Person or person's address of shipper HORN LAKE, MISSISSIPPI, U.S.A.

Handwritten signature and date: 11/25/08

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AGENT'S NO. 99755

No. 702100

The property described below in apparent good order except as noted (quantity and condition of contents of packages unknown), marked, counted, weighed and stored as indicated below which this carrier (the word carrier being understood throughout this contract as including any person or corporation in possession of the property under the contract) agrees to carry to the usual place of delivery in a sealed container on its terms, subject to the following terms of the contract, to be subject to the conditions of the United States Domestic Freight Bill of Lading (Form 1) in effect on the date of the issue of this bill of lading, and as to each party, it is a part of a separate agreement, or (b) in the applicable motor carrier classification or tariff in effect on the date of the issue of this bill of lading, and as to each party, it is a part of a separate agreement, or (c) in the applicable motor carrier classification or tariff in effect on the date of the issue of this bill of lading, and as to each party, it is a part of a separate agreement.

Seal: 03030

C7261621
Middletown, TN

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.

From **ThyssenKrupp Elevator Manufacturing Inc.**
 CONSIGNEE TO:
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT HOTEL CAS
3555 West Quail Ave
4855 W. HARMON AVE.
LAS VEGAS, NV 89118

at **Middletown, TN**

SHIPPER'S NUMBERS

ThyssenKrupp Elevator Manufacturing Inc.

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be prepaid."

Rec'd \$ _____ in apply in payment of the charges on the property described hereon

Agent of Cashier

Per _____ (This signature here acknowledges only the amount prepaid.)

Charges advanced

\$ _____

DATE **11/25/2008** CARRIER **HENSON**

Traffic ID

T46500
T46500
T46509

CUSTOMER'S ORDER NUMBER
105C-X0890 B133601

1	0	100376	TRANSFORMER	622	60
1	0	100377	TRANSFORMER	623	60
1	0	100378	TRANSFORMER	621	60
1	0	100379	TRANSFORMER	618	60
1	0	100380	TRANSFORMER	621	60
1	0	100381	TRANSFORMER	621	60
1	0	100382	Chokes	736	60

Total Pieces: 34 Total Weight: 26,563.00

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.

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 three 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.)

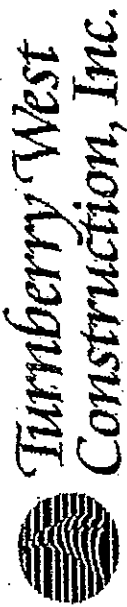
ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER _____

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading

Former and post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.

STORED MATERIAL SUMMARY



DESERT PLUMBING & HEATING

Onsila Stored Materials Statement 16
 REQUISITION NO. 25
 Period Ending: 12/22/08

PROJECT: FONTAINEBLEAU LAS VEGAS - ~~Redium~~
 Consolidated
 ADDRESS: 2755 Las Vegas Blvd., South, Las Vegas, NV

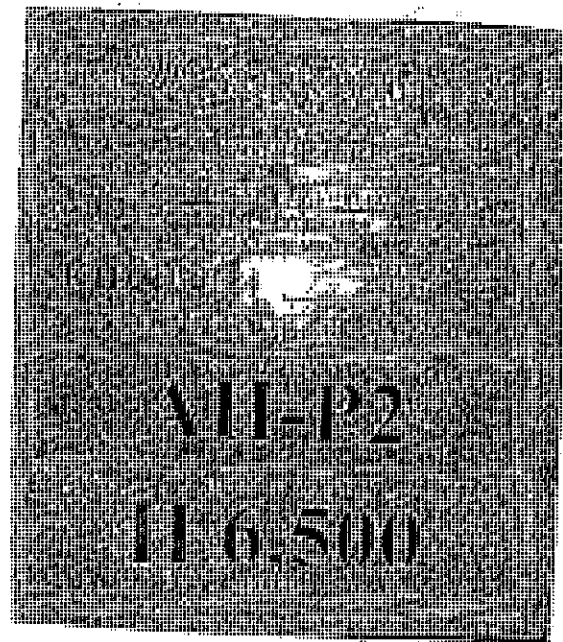
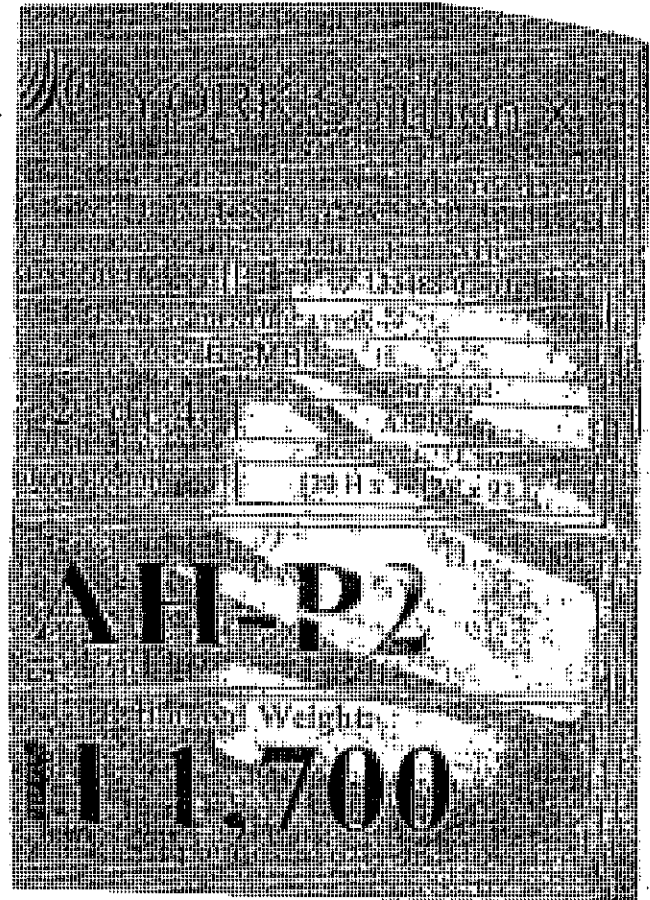
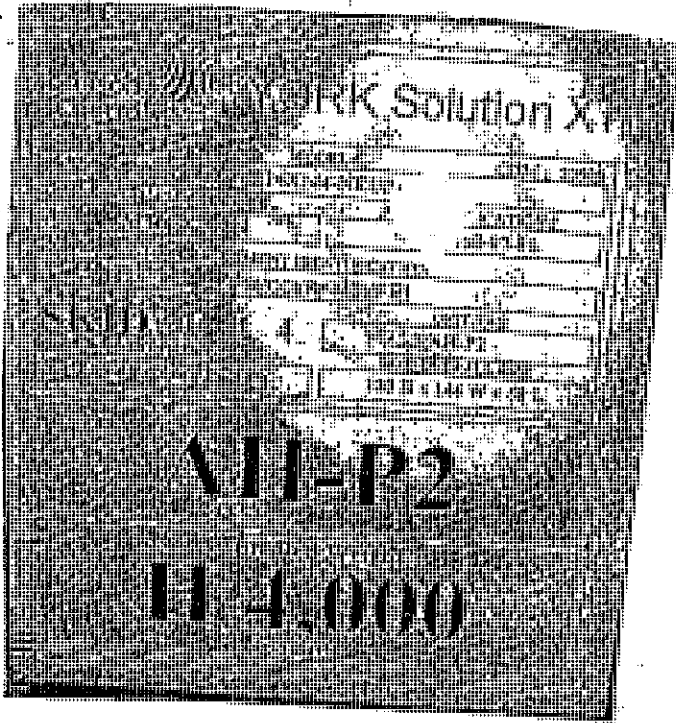
ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
4	10-500	Copper-Podium Plumbing (Kelly's Pipe & Supply) (TWC #500DES154001)(DPH-0701-4004)	TWC Warehouse	Desert Plumbing & Heating	\$ 216,659.74		\$ 70,339.54	148,320.20
A		1/2" Type L Copper Pipe			9000 feet		9000 feet	0 feet
B		3/4" Type L Copper Pipe			9800 feet		5200 feet	4600 feet
C		1" Type L Copper Pipe			8100 feet		3900 feet	4200 feet
D		1-1/4" Type L Copper Pipe			5300 feet		3700 feet	1600 feet
E		1-1/2" Type L Copper Pipe			5700 feet		860 feet	4840 feet
F		2" Type L Copper Pipe			5100 feet		1200 feet	3900 feet
G		2-1/2" Type L Copper Pipe			6560 feet		0 feet	6560 feet
5	10-500	Copper-Podium Hydro (Kelly's Pipe & Supply) (TWC #500DPH151801)(DPH-0701-4006)	TWC Warehouse	Desert Plumbing & Heating	\$ 4,841.90		\$ -	\$ 4,841.90
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			0 feet		0 feet	0 feet
E		2" Type L Copper Pipe			0 feet		0 feet	0 feet
F		3/4" Type M Copper Pipe			3500 feet		0 feet	3500 feet
G					\$ 844,482.64	\$ -	\$ 98,863.24	\$ 744,619.30

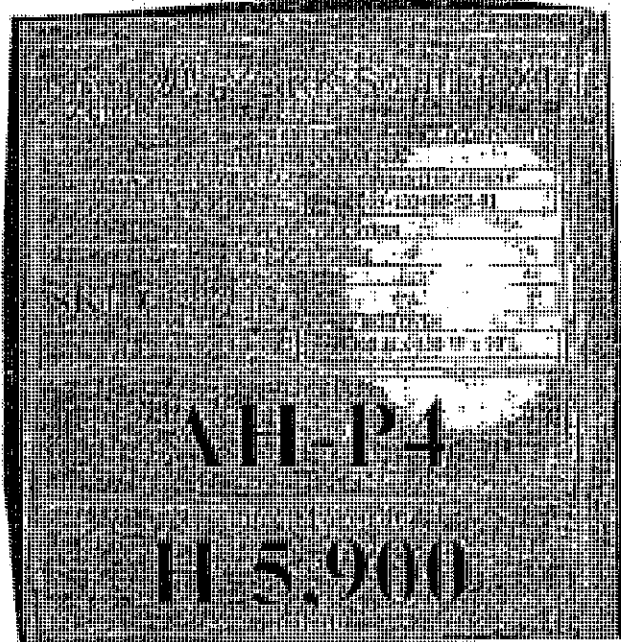
PERSON CONTROLS	
MODEL #	COM: 22904
XTE-108X144-NETN146A	
SERIAL #/DATE CODE	JOB IDENTIFICATION #
AMTM XT0083	07-133488-06-01
SEGMENT IDENTIFICATION	
(DP)(FS)(CC-RF)(MB)(FE)	
SKID 1 of 5	UNIT TAG
JOHN AME	SKID OVERALL SIZE
Edible Podium	114 H x 144 W x 88 L
AH-P1	
Estimated Weight:	
H 3,700	
pounds	

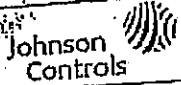
PERSON CONTROLS	
MODEL #	COM: 22904
XTE-108X144-NETN146A	
SERIAL #/DATE CODE	JOB IDENTIFICATION #
AMTM XT0083	07-133488-06-01
SEGMENT IDENTIFICATION	
(DP)(FS)(CC-RF)(MB)(FE)	
SKID 1 of 5	UNIT TAG
JOHN AME	SKID OVERALL SIZE
Edible Podium	114 H x 144 W x 88 L
AH-P1	
Estimated Weight:	
H 3,700	
pounds	

PERSON CONTROLS	
MODEL #	COM: 22904
XTE-108X144-NETN146A	
SERIAL #/DATE CODE	JOB IDENTIFICATION #
AMTM XT0083	07-133488-06-01
SEGMENT IDENTIFICATION	
(DP)(FS)(CC-RF)(MB)(FE)	
ID 3 of 5	UNIT TAG
JOHN AME	SKID OVERALL SIZE
Edible Podium	114 H x 144 W x 88 L
AH-P1	
Estimated Weight:	
H 3,200	
pounds	

PERSON CONTROLS	
MODEL #	COM: 22904
XTE-108X144-NETN146A	
SERIAL #/DATE CODE	JOB IDENTIFICATION #
AMTM XT0083	07-133488-06-01
SEGMENT IDENTIFICATION	
(DP)(FS)(CC-RF)(MB)(FE)	
ID 4 of 5	UNIT TAG
JOHN AME	SKID OVERALL SIZE
Edible Podium	114 H x 144 W x 88 L
AH-P1	
Estimated Weight:	
H 4,500	
pounds	





 YORK Solution XT	
MODEL #	COM: 32914
NTI-102X138-NATV146V	
SERIAL #/DATE CODE	JOB/ID SERIAL #/TRK #
AMTN NT0096	HT-141455 5/03
SEGMENT IDENTIFICATION	
(FSI-CC-PR) 1/2	
SKID 3 of 3	
JOB NAME	EST.
Fontainebleau Podium	108 11-1-11
AH-P4	
Estimated Weight:	
H 4,800	
pounds	

IMPORTANT!
Sulfonamide antibiotics
The sulfonamide antibiotics
are used to treat bacterial
infections. They are not
effective against viral
infections such as
flu, colds, and
allergies. Do not
take sulfonamide
antibiotics if you are
allergic to them or
if you have ever had
a severe allergic reaction
to them. Tell your
doctor if you are taking
any other medicines,
especially sulfonylurea
diabetes medicines,
methotrexate, and
phenytoin. Tell your
doctor if you are
pregnant, planning to
become pregnant, or
breastfeeding. Tell
your doctor if you are
taking any other
medicines, especially
sulfonylurea diabetes
medicines, methotrexate,
and phenytoin. Tell
your doctor if you are
pregnant, planning to
become pregnant, or
breastfeeding. Tell
your doctor if you are
taking any other
medicines, especially
sulfonylurea diabetes
medicines, methotrexate,
and phenytoin.

YORK SOLUTION XT
Model # XT-108X138-SAS146A
Serial # DATE CODE
AATMXT087 07-133488-11-01
SAGMXT108 SAGMXT108
(FSA)CCT(RF-MB)
1 of 3
M-P7
SKID 1 of 3
Formulation Part No.
11411438 W 75 L
SAGMXT108 SAGMXT108
M-P7
M-P7
Estimated Weight
H 1,700
pounds
15 9-18 AM

YORK SOLUTION XT
Model # XT-108X138-SAS146A
Serial # DATE CODE
AATMXT087 07-133488-11-01
SAGMXT108 SAGMXT108
(FSA)CCT(RF-MB)
1 of 3
M-P7
SKID 1 of 3
Formulation Part No.
11411438 W 75 L
SAGMXT108 SAGMXT108
M-P7
M-P7
Estimated Weight
H 6,400
pounds
15 9-18 AM

YORK SOLUTION XT
Model # XT-108X138-SAS146A
Serial # DATE CODE
AATMXT087 07-133488-11-01
SAGMXT108 SAGMXT108
(FSA)CCT(RF-MB)
1 of 3
M-P7
SKID 1 of 3
Formulation Part No.
11411438 W 75 L
SAGMXT108 SAGMXT108
M-P7
M-P7
Estimated Weight
H 4,800
pounds
15 9-18 AM

Johnson Controls YORK Solution XT

MODEL # NT-102X102-NAR A116A

CONV: 23910

SERIAL # DATE CODE JI II YIONS#

AN/TAT NT000890 1-01

MANUFACTURER'S ALIEN PER(CO)(RF-MB)

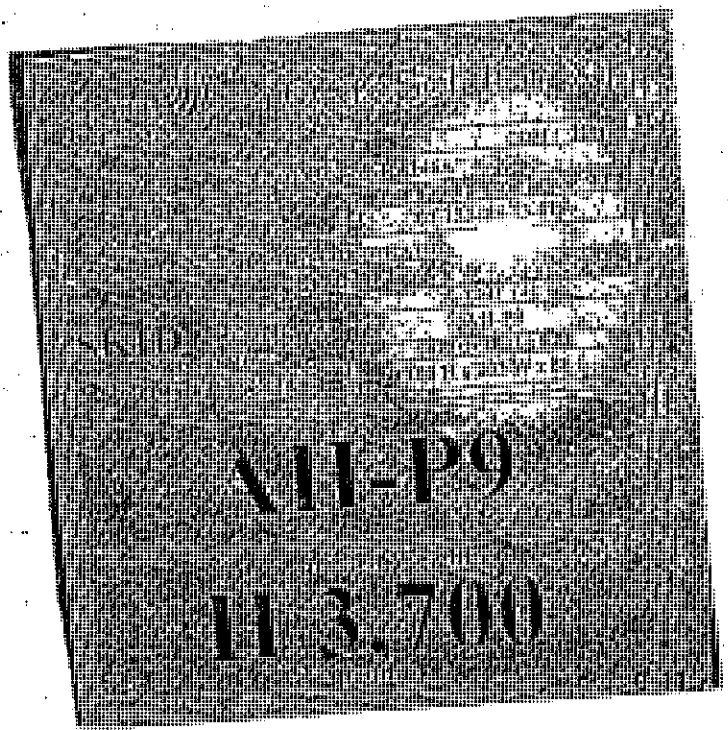
SKID 1 of 3 AH-P9

FOR NAME SKID OVERALL SIZE

Fontalshleue Podium 108 H x 102 W x 75 L

AH-P9

Estim. Net Weight



Johnson Controls YORK Solution XT

MODEL # NT-102X102-NAR A116A

CONV: 23910

SERIAL # DATE CODE JI II YIONS#

AN/TAT NT000890 1-01

MANUFACTURER'S ALIEN PER(CO)(RF-MB)

SKID 2 of 3 AH-P9

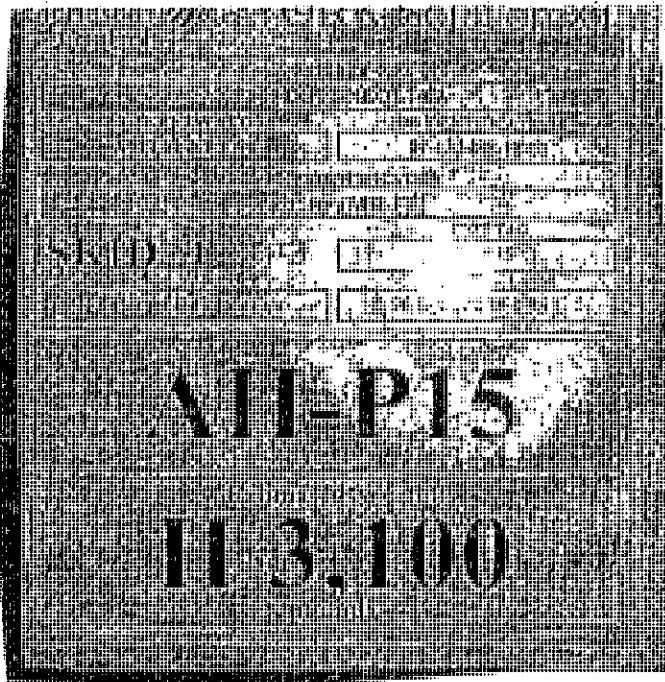
FOR NAME SKID OVERALL SIZE

Fontalshleue Podium 108 H x 102 W x 75 L

AH-P9

H 4.600

Estim. Net Weight



11-24-08

original de ventas
mas cercana a las
formulas 50/20-KI

YORK Solution XT

MODEL # (QTY: 22922)
NTI-090X102-NEQI 146A

SERIAL # DATE CODE PORT NUMBER AIRSN #
AMT M X10090 07 13,488-18-01

STANDARD SOLUTION
(FS) 100000

KID 3 of 3 UNIT #
JOB NAME AH P15
Container/Label P/dia 12 x 102 W x 82 L

AH-P15

Estimated Weight:
H 3,600
pounds

Johnson Controls YORK Solution XT

MODEL # COM: 22921

XTI-084X096-NAQA146A

SERIAL # DATE CODE JOB IDENTIFICATION

AMTAT NT0091 07-133-688-20-01

SEGMENT IDENTIFICATION

(FS)(CC)(RF)(MB)

SKID 1 of 3

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 90 H x 96 W x 89 L

AH-P19

Estimated Weight:

H 1,200

pounds

Johnson Controls YORK Solution XT

MODEL # COM: 22921

XTI-084X096-NAQA146A

SERIAL # DATE CODE JOB IDENTIFICATION

AMTAT NT0091 07-133-688-20-01

SEGMENT IDENTIFICATION

(FS)(CC)(RF)(MB)

SKID 2 of 3

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 90 H x 96 W x 89 L

AH-P19

Estimated Weight:

H 3,500

pounds

Johnson Controls YORK Solution XT

MODEL # COM: 22921

XTI-084X096-NAQA146A

SERIAL # DATE CODE JOB IDENTIFICATION

AMTAT NT0091 07-133-688-20-01

SEGMENT IDENTIFICATION

(FS)(CC)(RF)(MB)

SKID 3 of 3

JOB NAME SKID OVERALL SIZE

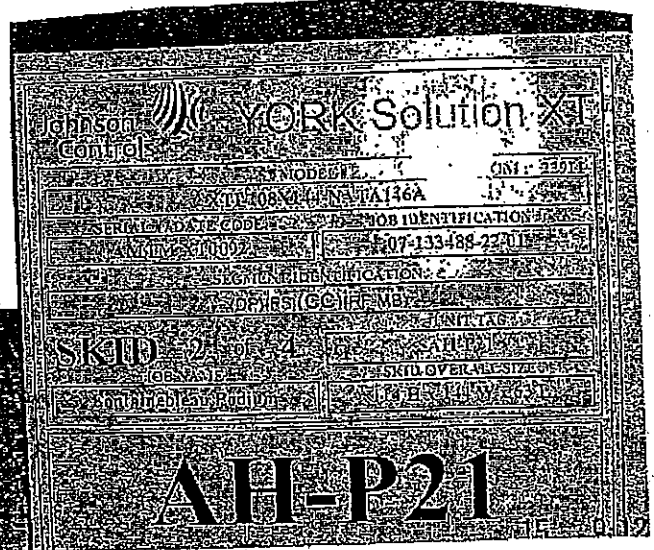
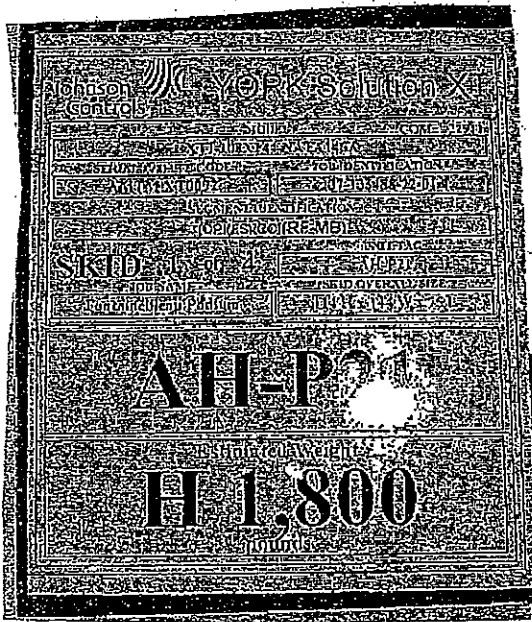
Fontainebleau Podium 90 H x 96 W x 89 L

AH-P19

Estimated Weight:

H 3,100

pounds



<p>NET WEIGHT 1,800 LBS</p> <p>H 1,800</p>	
<p>AH-P21</p>	
<p>SKID 4 of 4</p>	<p>NET WEIGHT</p>
<p>NET WEIGHT</p>	<p>NET WEIGHT</p>
<p>SERIAL NUMBER</p>	<p>NET WEIGHT</p>
<p>07-133488-2201</p>	<p>NET WEIGHT</p>
<p>NET WEIGHT</p>	<p>NET WEIGHT</p>
<p>NET WEIGHT</p>	<p>NET WEIGHT</p>
<p>NET WEIGHT</p>	<p>NET WEIGHT</p>

Johnson Controls YORK Solution XT

SKID 1 of 4

AH-P24

Estimated Weight:

H 900

pounds

Johnson Controls YORK Solution XT

MODEL: 22924

NTL-490X135-N1SN146A

SERIAL # DATE CODE

AMFM XT0142

SEGMENT IDENTIFICATION

IDPES 2 2 IMB-FE1

SKID 1 of 4

JOHNSON

Fulltablelean Podium

Suboverst size

96 H X 138 W X 95 L

AH-P24

Estimated Weight: -

H 3,300

155

Johnson Controls YORK Solution XT

SKID 1 of 4

AH-P24

Estimated Weight:

H 4,400

pounds

IMPORTANT IMPORTANTE

Instructions for use

Instructions for use

Instructions for use

Instructions for use

Instructions for use

Instructions for use

Johnson Controls YORK Solution X1

MODEL: LHM 2291

NTI-102X144-N1

SERIAL # DATE CODE: ANTAI X10026

SEGMENT IDENTIFIER: IDP:FS, (TMB)

SKID 2 of 5

JOB NAME: Fontainebleau Podium

SKID OVERALL SIZE: 108 H x 144 W x 32 L

AH-P26

Estimated Weight: **H 700**

Johnson Controls YORK SOLUTION X1

MODEL: LHM 2291

NTI-102X144-N1

SERIAL # DATE CODE: ANTAI X10026

SEGMENT IDENTIFIER: IDP:FS, (TMB)

SKID 4 of 5

JOB NAME: Fontainebleau Podium

SKID OVERALL SIZE: 108 H x 144 W x 32 L

AH-P26

Estimated Weight: **H 4,500**
pounds

Johnson Controls YORK SOLUTION X1

MODEL: LHM 2291

NTI-102X144-N1

SERIAL # DATE CODE: ANTAI X10026

SEGMENT IDENTIFIER: IDP:FS, (TMB)

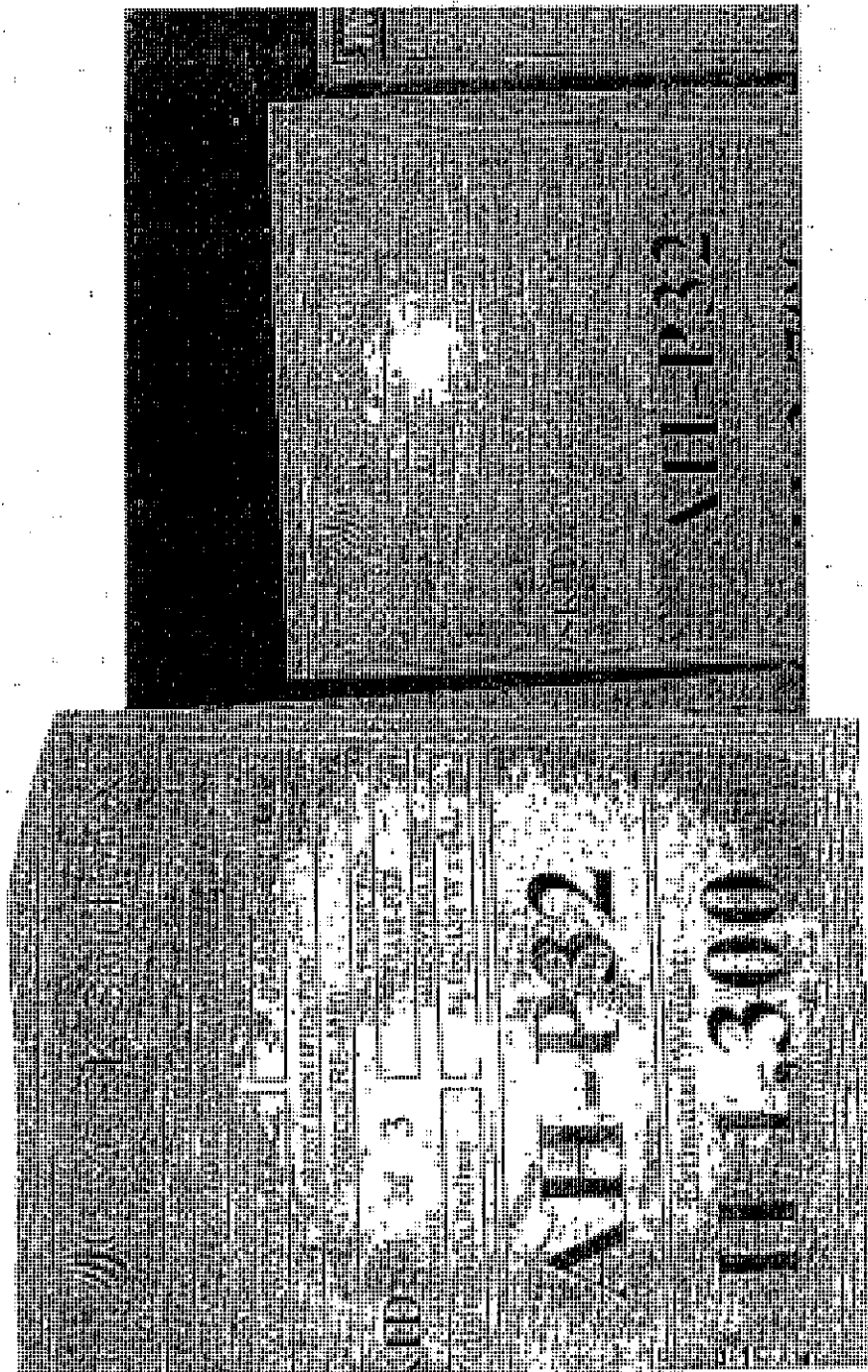
SKID 5 of 5

JOB NAME: Fontainebleau Podium

SKID OVERALL SIZE: 108 H x 144 W x 32 L

AH-P26

Estimated Weight: **H 1,100**



YORK Solution

MODEL # **XTI-126X144-NEI/P046A** CONT: 22502

SERIAL #/DATE CODE: **AKTM XT0201** DIMENSIONS: **07-133488-34-01**

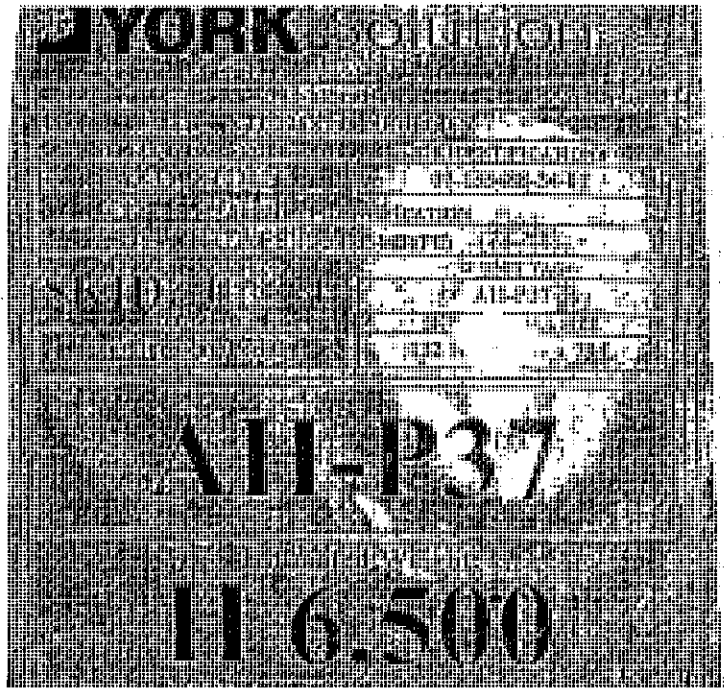
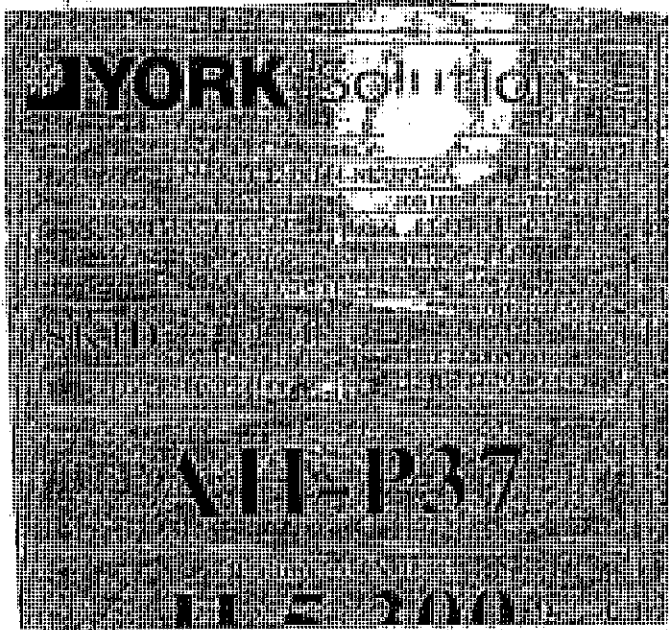
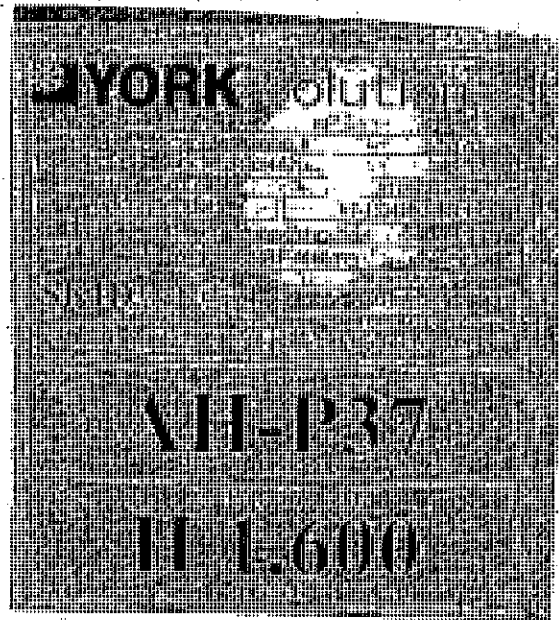
SEARCH IDENTIFICATION: _____
IFS-CC-PRJCS (FF): _____

SKID 1 of 4

JOB NAME: **Fontainebleau Podium** SIZE: _____

AH-P37

Estimated Weight:
H 4,600
pounds



OFFSITE STORED MATERIALS

SUBCONTRACTOR **Sun Valley/Conti** Sun Valley Warehouse
 Job # **Podium** Pay Application #
 Project **Fontainebleau Las Vegas** Period Ending: **11/20/08**

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	10500	Electrical-Various	3455 Reno Ave suite A, LV, NV 89118	487,683.95	\$	95,264.95	392,419.00
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
29							
30							
31							
32							
33							
34							
PAGE TOTAL				\$ 487,683.95	\$	\$ 95,264.95	\$ 392,419.00

1	EUSHABA	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	57,513.00
1	EUSHABA	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	6,705.00
1	XUSHABB	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	57,513.00
1	XUSHABB	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,845.00
1	XUSHABA	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	57,513.00
1	XUSHABA	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,845.00
1	USLABH	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	33,540.00
1	USLABH	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,706.00
1	USLABG	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	33,540.00
1	USLABG	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,706.00
1	USHABA	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	57,513.00
1	USHABA	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,845.00
1	USHBBB	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	57,513.00
1	USHBBB	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,845.00
1	USLBBB	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	33,540.00
1	USLBBB	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,845.00
1	USLABA	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	33,540.00
1	USLABA	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	8,562.00
3	USLABA	EATON	15.5KV MAX, RBA-400 Indicating n	0	\$	-	0	\$	-	\$	
3	USLABA	EATON	Discharge filter for RBA-400/800 &	0	\$	-	0	\$	-	\$	
6	USLABA	EATON	FUSE, RBA 400 15KV 80E (5982C)	0	\$	-	0	\$	-	\$	
3	USLABA	EATON	FUSE, RBA 400 15KV 80E (5982C44A36)	0	\$	-	0	\$	-	\$	
1	USLCBC	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	33,540.00
1	USLCBC	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,845.00
1	USLDBD	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	33,540.00
1	USLDBD	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,845.00
1	USHDBD	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	57,513.00
1	USHDBD	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,845.00
1	USLDBF	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	33,540.00
1	USLDBF	EATON	MEDIUM VOLTAGE SWITCH (MVS	0	\$	-	0	\$	-	\$	7,845.00

1	LDPC1DB	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,504.00
1	HDPC2DA	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	9,321.00	\$	9,321.00
1	SNDDP	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	4,307.00	\$	4,307.00
1	XDFSBA	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,622.00
1	XDFSBB	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,622.00
1	XDFSBC	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,752.00
1	XDFSBD	EATON	PRLC SWITCHBOARD	0	\$	-	1	\$	3,752.00	\$	-	\$	3,752.00
1	XDFSBE	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,752.00
1	HDPC2BB	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	6,939.00	\$	6,939.00
1	HDPC3DA	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	4,740.00	\$	4,740.00
1	LDPC3DB	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	4,595.00	\$	4,595.00
1	SLDP10A	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	2,919.00	\$	2,919.00
1	SLDP10B	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	2,710.00	\$	2,710.00
1	SLDP4	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	2,894.00	\$	2,894.00
1	SLDP7	EATON	PRLC SWITCHBOARD	0	\$	-	1	\$	2,331.00	\$	-	\$	2,331.00
1	LDPC1FA	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	3,873.00	\$	3,873.00
1	DBLCC14CC	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	6,361.00	\$	6,361.00
1	DBLCC14CD	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	4,900.00	\$	4,900.00
1	XL5AC XL5ACS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5AD XL5ADS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5BA XL5BAS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5BB XL5BBS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5BC XL5BCS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5BD XL5BDS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5CA XL5CAS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5CB XL5CBS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5CC XL5CCS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5CD XL5CDS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5DA XL5DAS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL5DB XL5DBS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL5DC XL5DCS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL5DD XL5DDS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL5EA XL5EAS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL5EB XL5EBS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL5EC XL5ECS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL5ED XL5EDS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL5AA XL5AAS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL5AB XL5ABS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	ELEVCPAA	EATON	P48G28T15P (MINI POWER	0	\$	-	0	\$	-	\$	2,900.00	\$	2,900.00
1	ELEVCPAB	EATON	P48G28T15P (MINI POWER	0	\$	-	0	\$	-	\$	-	\$	2,900.00
1	EELFC	EATON	P48G28T15P (MINI POWER	0	\$	-	0	\$	-	\$	4,550.00	\$	4,550.00

1	ULSC	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	ULSC	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	ULSC	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	XLC1CA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	XLC1CA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	XLC1CA	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	XLC1CF	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	XLC1CF	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	XLC1CF	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LT2AB	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2AB	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LT2AB	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LT2ACS	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2ACS	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LT2ACS	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2BA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2BA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LT2BA	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LT2AC	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2AC	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LT2AC	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2CA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2CA	EATON	INTERIOR (P1A400LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	265.00
1	LT2CA	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2CAS	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2CAS	EATON	INTERIOR (P1A400LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	224.00
1	LT2CAS	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2CB	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LT2CB	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LT2CB	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LC3HA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LC3HA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LC3HA	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LC2HE	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LC2HE	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LC2HE	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LC3GC	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LC3GC	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LC3GC	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LC2GA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	
1	LC2GA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00
1	LC2GA	EATON	EZT2060S	0	\$	-	-	\$	-	-	\$	-	-	\$	-	190.00

1	LCC14CL	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	206.00	\$	206.00
1	LCC14CL	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	206.00	\$	206.00
1	LCC14CL	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LCC14CNS	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	190.00	\$	190.00
1	LCC14CNS	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	190.00	\$	190.00
1	LCC14CNS	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LCC14CKS	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	210.00	\$	210.00
1	LCC14CKS	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	210.00	\$	210.00
1	LCC14CKS	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LCC14CM	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	206.00	\$	206.00
1	LCC14CM	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	206.00	\$	206.00
1	LCC14CM	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC3DA	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	190.00	\$	190.00
1	LC3DA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	190.00	\$	190.00
1	LC3DA	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DP	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DP	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DP	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	206.00	\$	206.00
1	LC1DRS	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DRS	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DRS	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	222.00	\$	222.00
1	LC1DA	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DA	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	221.00	\$	221.00
1	LC1DD	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DD	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DD	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	206.00	\$	206.00
1	LC1DDS	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DDS	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	LC1DDS	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	190.00	\$	190.00
1	SL1A	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	SL1A	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	198.00	\$	198.00
1	SL1A	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	-	\$	-
1	SL10C	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	SL10C	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	198.00	\$	198.00
1	SL10C	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	-	\$	-
1	SL10G	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	SL10G	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	198.00	\$	198.00
1	SL10G	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	-	\$	-
1	SL10L	EATON	BOX (EZB2060R)	0	\$	-	-	-	\$	-	\$	-	\$	-
1	SL10L	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	-	\$	-	\$	198.00	\$	198.00
1	SL10L	EATON	EZT2060S	0	\$	-	-	-	\$	-	\$	-	\$	-

1	LC3AA	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	237.00	\$	237.00
1	LC3AA	EATON	P1A225LT42AH01		\$	-	\$	-	\$	-	\$	237.00	\$	237.00
1	LC3AA	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC3BSA	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC3BSA	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	237.00	\$	237.00
1	LC3BSA	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2BB	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2BB	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	237.00	\$	237.00
1	LC2BB	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCBLC	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCBLC	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	237.00	\$	237.00
1	LCBLC	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1AE	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1AE	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	237.00	\$	237.00
1	LC1AE	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1AAS	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1AAS	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC1AAS	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LCBAA	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	LCBAA	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	248.00	\$	248.00
1	LCBAA	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1GB	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1GB	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC1GB	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2HB	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2HB	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC2HB	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1HB	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1HB	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC1HB	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CE	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CE	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LT2CE	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CDS	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CDS	EATON	P1A400LT42AH01	0	\$	-	\$	-	\$	-	\$	224.00	\$	224.00
1	LT2CDS	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CD	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CD	EATON	P1A400LT42AH01	0	\$	-	\$	-	\$	-	\$	265.00	\$	265.00
1	LT2CD	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CC	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CC	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LT2CC	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-

1	ELT1DA	EATON	BOX (EZB2060R)		\$	-			\$	-			\$	-			\$	-	\$
1	ELT1DA	EATON	P1A225BT42AH01	0	\$			0	\$				\$	316.00				\$	316.00
1	ELT1DA	EATON	EZT2060S		\$				\$				\$					\$	
1	ELCBDA	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	ELCBDA	EATON	P1A225BT42AH01	0	\$			0	\$				\$	353.00				\$	353.00
1	ELCBDA	EATON	EZT2060S		\$				\$				\$					\$	
1	ELCBDA	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	ELCBDA	EATON	P1A225BT42AH01	0	\$			0	\$				\$	353.00				\$	353.00
1	ELCBDA	EATON	EZT2060S		\$				\$				\$					\$	
1	ELCBAB	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	ELCBAB	EATON	P1A225BT42AH01	0	\$			0	\$				\$	353.00				\$	353.00
1	ELCBAB	EATON	EZT2060S		\$				\$				\$					\$	
1	LC1FD	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC1FD	EATON	P1A225LT42AH01	0	\$			0	\$				\$	190.00				\$	190.00
1	LC1FD	EATON	EZT2060S		\$				\$				\$					\$	
1	LC1FU	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC1FU	EATON	P1A225LT42AH01	0	\$			0	\$				\$	190.00				\$	190.00
1	LC1FU	EATON	EZT2060S		\$				\$				\$					\$	
1	LC1FT	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC1FT	EATON	P1A225LT42AH01	0	\$			0	\$				\$	190.00				\$	190.00
1	LC1FT	EATON	EZT2060S		\$				\$				\$					\$	
1	LC1FQ	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC1FQ	EATON	P1A225LT42AH01	0	\$			0	\$				\$	190.00				\$	190.00
1	LC1FQ	EATON	EZT2060S		\$				\$				\$					\$	
1	LC1FP	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC1FP	EATON	P1A225LT42AH01	0	\$			0	\$				\$	190.00				\$	190.00
1	LC1FP	EATON	EZT2060S		\$				\$				\$					\$	
1	LC1FN	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC1FN	EATON	P1A225LT42AH01	0	\$			0	\$				\$	190.00				\$	190.00
1	LC1FN	EATON	EZT2060S		\$				\$				\$					\$	
1	LC1FM	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC1FM	EATON	P1A225LT42AH01	0	\$			0	\$				\$	190.00				\$	190.00
1	LC1FM	EATON	EZT2060S		\$				\$				\$					\$	
1	LC1CE	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC1CE	EATON	P1A225LT42AH01	0	\$			0	\$				\$	213.00				\$	213.00
1	LC1CE	EATON	EZT2060S		\$				\$				\$					\$	
1	LC2CB	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC2CB	EATON	P1A225LT42AH01	0	\$			0	\$				\$	237.00				\$	237.00
1	LC2CB	EATON	EZT2060S		\$				\$				\$					\$	
1	LC3CC	EATON	BOX (EZB2060R)		\$				\$				\$					\$	
1	LC3CC	EATON	P1A225LT42AH01	0	\$			0	\$				\$	237.00				\$	237.00
1	LC3CC	EATON	EZT2060S		\$				\$				\$					\$	

1	LC2GE	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2GE	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2GE	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	SNDC	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	SNDC	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	SNDC	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	SNDB	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	SNDB	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	SNDB	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LC2GD	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2GD	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2GD	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LC2HG	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2HG	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2HG	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LC2HD	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2HD	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2HD	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LC1HA	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC1HA	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC1HA	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LT2GH	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2GH	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2GH	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LT2CG	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2CG	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2CG	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LT2CES	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2CES	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2CES	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LTC2AD	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LTC2AD	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LTC2AD	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LTC2AE	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LTC2AE	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LTC2AE	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LT2AC	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	206.00	\$	206.00
1	LT2AC	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	206.00	\$	206.00
1	LT2AC	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-
1	LT2AA	EATON	BOX (EZB2060R)	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2AA	EATON	P1A225LT42AH01	0	\$	-	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2AA	EATON	EZT2060S	0	\$	-	\$	-	-	\$	-	\$	-	\$	-

Item	Description	Unit	Price	Total	Net	Tax	Balance
1EHC2BA	EATON	BOX (EZB2072R)					
1EHC2BA	EATON	P2D400LT42AH	0	\$ 934.00		\$ 934.00	
1EHC2BA	EATON	EZT2072S					
1EHC2AA	EATON	BOX (EZB2060R)	0				
1EHC2AA	EATON	P2D225LT42AH01	0				
1EHC2AA	EATON	EZT2060S	0				
1EHC2AA	EATON	EZT2060S	0				\$ 915.00
1EHC2AA	EATON	EZT2060S	0				\$ 915.00
1EHCBE	EATON	BOX (EZB2060R)	0				
1EHCBE	EATON	P2D225LT42AH01	0				
1EHCBE	EATON	EZT2060S	0				
1EHCBE	EATON	EZT2060S	0				\$ 444.00
1EHCBCG	EATON	BOX (EZB2060R)	0				
1EHCBCG	EATON	P2D225LT42AH01	0				
1EHCBCG	EATON	EZT2060S	0				\$ 444.00
1EHCBC	EATON	BOX (EZB2060R)	0				
1EHCBC	EATON	P2D400LT42AH	0				
1EHCBC	EATON	EZT2060S	0				\$ 463.00
1EHCBC	EATON	EZT2060S	0				\$ 463.00
1HC1AB	EATON	BOX (EZB2060R)	0				
1HC1AB	EATON	P2D225LT42AH01	0				\$ 783.00
1HC1AB	EATON	EZT2060S	0				\$ 783.00
1HC1CC	EATON	BOX (EZB2060R)	0				
1HC1CC	EATON	P2D225LT42AH01	0				\$ 477.00
1HC1CC	EATON	EZT2060S	0				\$ 477.00
1HC1DC	EATON	BOX (EZB2060R)					
1EHT1DC	EATON	P2D225LT42AH01	0				\$ 444.00
1EHT1DC	EATON	EZT2060S					\$ 444.00
1EHC2BA	EATON	BOX (EZB2060R)					
1EHC2BA	EATON	P2D225LT42AH01	0				\$ 783.00
1EHC2BA	EATON	EZT2060S					\$ 783.00
1EHT1DA	EATON	BOX (EZB2060R)					
1EHT1DA	EATON	P2D225LT42AH01					\$ 444.00
1EHT1DA	EATON	EZT2060S					\$ 444.00
1EHT2DA	EATON	BOX (EZB2060R)					
1EHT2DA	EATON	P2D225LT42AH01	0				\$ 444.00
1EHT2DA	EATON	EZT2060S					\$ 444.00
1EHC2BA	EATON	BOX (EZB2060R)					
1EHC2BA	EATON	P2D225LT42AH01	0				\$ 720.00
1EHC2BA	EATON	EZT2060S					\$ 720.00
1EHC2BA	EATON	BOX (EZB2060R)					
1EHC2BA	EATON	P2D400LT42AH	0				\$ 802.00
1EHC2BA	EATON	EZT2060S					\$ 802.00
1EHC2BA	EATON	BOX (EZB2060R)					
1EHC2BA	EATON	P2D225LT42AH01	0				\$ 782.00
1EHC2BA	EATON	EZT2060S					\$ 782.00

STORED MATERIAL SUMMARY - MONTHLY REPORT

Podium

AREA 871
Period To: 12.31.08

PODIUM/RETAIL/PROMENADE

PROJECT: Fontainebleau Hotel & Casino
Submitted by: ITALIS TONE, INC

Application 4414-0003REV1

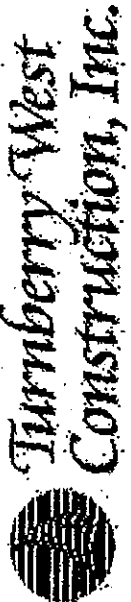
A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	NET ON HAND'S VALUE AT END OF MONTH (E+G-I)	NET ON HAND AT END OF MONTH (F+H-J) QTY	PREVIOUS BALANCE \$ VALUE	PREVIOUS BALANCE QTY	THIS PERIOD/STORED MATERIALS \$ VALUE	PERIOD/STORED MATERIALS QTY	THIS PERIOD \$ VALUE OF INSTALLED/DELIVE RD TO JOB SITE	THIS PERIOD QTY INSTALLED/DELIVE RD TO JOB SITE	K UNIT PRICE
CT-2001	GLASS MOSAIC COLUMN VENEERS	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2001	STONEMOSAIC 5/8" FLOOR PATTERN	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2013CD	CALACATTA GOLD BENCH AROUNDN COLUMNS	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2013IA	CALACATTA GOLD 18" X 48" CUT TO SIZE	\$ 497,880.72	0	\$ -	0	\$ 197,880.72	7682	\$ -	0	
MA-2013/B	CALACATTA GOLD 6" X 36" THRESHOLDS	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2013/D	CALACATTA GOLD FLOOR BASE UPPER	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2013/F	CALACATTA GOLD CUT TO SIZE WALL FOUR	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-201Z	CALACATTA GOLD WALL ELEV LOBBY	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2036	Grey river polish marble 12" x 48"	\$ 33,350.70	1875	\$ 11,267.50	1875	\$ 22,083.20	3876	\$ -	0	
MA-2036A	Grey river polish marble 24" x 48"	\$ 88,298.70	3875	\$ 22,087.50	3875	\$ 66,211.20	11516	\$ -	0	
MA-2036	Grey river polish marble 12" X-48" B	\$ 10,839.00	1900	\$ 10,830.00	1900	\$ -	0	\$ -	0	
MA-2036A	Grey river polish marble 24" X-48" B	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	
	TOTALS	\$ 330,960.12		\$ 44,175.00		\$ 286,785.12		\$ -		

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

EXHIBIT "F"



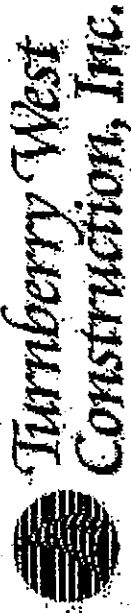
DEPOSIT SUMMARY



PROJECT: FONTAINEBLEAU LAS VEGAS
 ADDRESS: 2755 Las Vegas Blvd., South, Las Vegas, NV
 DEPOSIT STATEMENT NO. 19
 REQUISITION NO. 25
 Period Ending: 12/31/08

JOB	DESCRIPTION OF DEPOSITS (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	NAME OF SUBCONTRACTOR or SUPPLIER	OPENING BALANCE THIS MONTH	ADDITIONS THIS MONTH	REDUCTIONS THIS MONTH	ENDING BALANCE THIS MONTH
10200	Kitchen Cabinets	M3 Procurement and Design	1,287,954.26	274,490.59	744,340.25	817,704.60
10200	Wood Doors	Gallagher-Kaiser (AKI)	1,062,000.00			1,062,000.00
10200	Architectural Millwork	Architectural Materials	3,409,271.73		550,116.46	2,859,155.27
10200	Custom Color Grey-Sch Value Line 39	Zellan Systems	162,500.00		689,000.00	162,500.00
10200	Aluminum Extrusions - Deposit to Levels 48-56, line item 28	Zellan Systems	1,796,000.00		126,800.00	899,000.00
10200	Glass - Deposit to Levels 38-47, line item 35	Zellan Systems	126,800.00		317,000.00	-
10200	Glass - Deposit to Levels 48-56, line item 36	Zellan Systems	694,000.00		75,054.50	317,000.00
10200	Structural Silicone/Wet Seal - Deposit to Levels 39-47, line item 44	Zellan Systems	75,054.50		187,636.25	187,636.25
10200	Structural Silicone/Wet Seal - Deposit to Levels 48-56, line item 45	Zellan Systems	375,272.60			101,039.00
10200	CO #1-Glazed Curtain Wall	Zellan Systems	101,039.00			224,850.00
10200	CO#4-Interior Glass and Mirrors (Additional Scope Work), line item 71	Zellan Systems	224,850.00			17,039.76
10200	30% Deposit on Stone/Marble for Vanity Tops	SMES SNG	17,039.76		18,105.20	-
10200	Stone/Marble-Container #29	SMES SNG	18,105.20		17,953.44	-
10200	Stone/Marble-Container #30	SMES SNG	17,953.44	17,675.28		17,675.28
10200	Stone/Marble-Container #31	SMES SNG		17,442.72		17,442.72
10200	Stone/Marble-Container #32	SMES SNG			162,612.06	82,208.37
10200	20% Deposit on 3/4" (2cm) marble slabs, Calacatta Gold Oro	ITAL Stone 093001	254,818.46			32,946.14
10200	20% Deposit on 3/4" (2cm) Polished Limestone slabs, Galaxia	ITAL Stone 093003	32,848.14			164,689.07
10200	20% Deposit on 12"x24" granite tile, Antique Brown	ITAL Stone 093004	79,771.46		84,897.61	-
10200	Deposit on 12x24 Marble Tile Calacatta	ITAL Stone	250,635.58		76,000.00	76,000.00
10200	1"x3" Frosted Glass Tile	ITAL Stone 093002				69,174.00
10200	Deposit on ITA093005	ITAL Stone 093005	69,174.00		12,000.00	12,000.00
10200	Deposit on Michelangelo Slab & Tile	ITAL Stone 083001	12,000.00			19,425.00
10200	20% Deposit for added Corithian Beige for T57-T61 Vanity-Tops	ITAL Stone 093003	73,792.00	110,258.93		14,625.00
10200	Black Absolute 12x24	ITAL Stone	19,425.00			100,000.00
10200	Bianco Innevato 12 x 24	ITAL Stone	14,625.00			22,987.68
10200	Deposit on Fabrication of Vanity Countertops	ITAL Stone 093002	232,798.97			174,426.00
10200	Deposit on Tile	Portobello	174,426.00			25,017.00
10200	30% Deposit for Slab Types, 60 Floors	Desert Plumbing & Heating	25,017.00			47,841.50
10200	G818SCVI-18" Slimline Dishwasher	Miele, Inc.				
10200	KFN9755D-E-24" Bottom Mount Refrigerator	Miele, Inc.				

DEPOSIT SUMMARY



PROJECT: FONTAINEBLEAU LAS VEGAS
 ADDRESS: 2755 Las Vegas Blvd., South, Las Vegas, NV
 DEPOSIT STATEMENT NO. 19
 REQUISITION NO. 25
 Period Ending: 12/31/08

JOB	DESCRIPTION OF DEPOSITS (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	NAME OF SUBCONTRACTOR or SUPPLIER	OPENING BALANCE THIS MONTH	ADDITIONS THIS MONTH	REDUCTIONS THIS MONTH	ENDING BALANCE THIS MONTH
10200	Temp. Controls Equipment, line item 263	Bombard Mechanical	83,782.00			\$ 83,782.00
10200	Exterior Lighting	Illuminating Concepts	6,500,000.00			\$ 6,500,000.00
GC	Overtime Inspection Account	Clark County Development Svcs.	9,650.00		975.00	\$ 8,675.00
10500	Glazing Accessories - Curtain Wall	GKOUX Glass	1,663,658.04			\$ 1,359,150.04
10500	Retail Promenade Stone Procurement	Ital Stone	286,428.58		204,508.00	\$ 286,428.58
10500	20% Deposit - Spa Marble and Mosaic	Superior Tile	140,000.00			\$ 140,000.00
10500	Stainless Steel for all features at Day Spa	Water FX Custom Pools, Spas, LLC	116,648.00			\$ 116,648.00
10500	CT-2008 Mosaic Wall Tile Material	Silver Slate Marble	82,684.00			\$ 82,684.00
10500	CT-2008 Porcelain Tile Material	Silver Slate Marble	28,141.00			\$ 28,141.00
10500	CT-2011 Porcelain Tile Material	Silver Slate Marble	9,708.00			\$ 9,708.00
10500	CT-2011A Porcelain Tile Material	Silver Slate Marble	2,996.00			\$ 2,996.00
10500	CT-2012 Mosaic Wall Tile Material	Silver Slate Marble	21,498.00			\$ 21,498.00
10500	CT-2012B Mosaic Wall Tile Material	Silver Slate Marble	40,219.00			\$ 40,219.00
10500	CT-2001 Glass Mosaic Columns Veneer in 5/8"x8/8" Tiles	Ital Stone	35,520.12			\$ 35,520.12
10500	MA-2001 Stone Mosaic 6/8"x2/8" floor pattern mesh panel 12"x12"	Ital Stone	135,044.70			\$ 135,044.70
10500	MA-2013/C Calacatta Gold Polished for bench around columns	Ital Stone	4,112.84			\$ 4,112.84
10500	MA-2013/A Calacatta Gold 8"x48"x3/4" cut to size	Ital Stone	48,099.60			\$ 48,099.60
10500	MA-2013/B Calacatta Gold 8"x48"x3/4" Door Threshold	Ital Stone	879.24			\$ 879.24
10500	MA-2013/D Calacatta Gold 8"x48"x3/4" running floor base 1/4" bev up	Ital Stone	7,344.24			\$ 7,344.24
10500	MA-2013/F Calacatta Gold 3/4" polished slabs cut to size. Walk Elev Lobby	Ital Stone	776.80			\$ 776.80
10500	MA-2012 Calacatta Gold 3/4" polished slabs cut to size. Walk Elev Lobby	Ital Stone	879.24			\$ 879.24
10500	MA-2036 Grey River polished marble floor s.c. 12"x48"x3/4"	Ital Stone	22,116.00			\$ 22,116.00
10500	MA-2036 Grey River polished marble floor s.c. 24"x48"x3/4"	Ital Stone	43,947.00			\$ 43,947.00
10500	MA-2036 Grey River polished marble floor s.c. 12"x48"x3/4" B	Ital Stone	10,830.00			\$ 10,830.00
10500	MA-2036 Grey River polished marble floor s.c. 12"x48"x3/4" B	Ital Stone	4,218.00			\$ 4,218.00
10500	MA-2036 Grey River polished marble floor s.c. 24"x48"x3/4" B	Ital Stone	18,000.00			\$ 18,000.00
10500	Labon-Water Jet cut to size	Ital Stone	503,280.00			\$ 503,280.00
10500	Initial Deposit for Main Casino Flooring-Area 860 Casino-Tile	SamFol				\$
			\$ 20,325,144.09	\$ 943,701.12	\$ 3,600,587.75	\$ 17,668,157.46

NOTE: 1
 NOTE: 2
 NOTE: 3

NOTE: ITAL STONE: ADJUSTMENTS MADE TO OPENING BALANCE
 NOTE: 2 ITAL STONE: ADJUSTMENTS MADE TO OPENING BALANCE
 NOTE: 3 ITAL STONE: ADJUSTMENTS MADE TO OPENING BALANCE

ORIGINAL

No check shall be released without Tony Vekic approval
Invoice

M3 Procurement and Design Inc.

233 Innsdale Ct.
 Henderson, NV 89120
 1-888-M39-99M3
 www.m3procurement.com

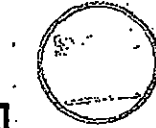


PROCUREMENT AND DESIGN

Date	Invoice #
12/15/08	102220

12/15/08

Date: _____
 Commit: *200M3P064101*
 Job #: *10200*
 Code: _____
 Gross \$: _____
 Retention \$: _____
 Net \$: *274,490.59*
 Approval #1: _____
 Approval #2: _____



Bill To
 Turnberry West Construction, Inc.
 2755 S. Las Vegas Blvd.
 Las Vegas, NV 89109

P.O. No.	Terms	Project
200M3P064101	Due on receipt	

Quantity	Item	Description	Price	Amount
	ONE BEDROOM...	Kitchen wenge of UNIT 3565 and type CH1 floor T35	0.00	0.00
	STUDIO KITCHEN	Kitchen wenge of UNIT 3563 and type CH6 floor T35	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3561 and type CH2 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3559 and type CH2 REV floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3557 and type CH6 REV floor T35	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3555 and type CH3 REV floor T35	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 3549 and type CH3 floor T35	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3547 and type CH6 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3545 and type CH2 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3543 and type CH4 floor T35	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3541 and type CH5 floor T35	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3539 and type CH1 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3537 and type CH2 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3535 and type CH7 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3533 and type CH8 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3531 and type CH9 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3529 and type CH10 floor T35	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3665 and type CH1 floor T36	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3663 and type CH6 floor T36	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3661 and type CH2 floor T36	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3659 and type CH2 REV floor T36	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3657 and type CH6 REV floor T36	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3655 and type CH3 REV floor T36	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 3649 and type CH3 floor T36	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3647 and type CH6 floor T36	2,833.15	2,833.15

Thank you for your business.

Total

M3 Procurement and Design Inc.

Invoice



233 Innsdale Ct.
 Henderson, NV 89120
 1-888-M39-99M3
 www.m3procurement.com

PROCUREMENT AND DESIGN

Date	Invoice #
12/15/08	102220

Bill To
Turnberry West Construction, Inc. 2755 S. Las Vegas Blvd. Las Vegas, NV 89109

P.O. No.	Terms	Project
200M3PO64101	Due on receipt	

Quantity	Item	Description	Price	Amount
	STUDIO KITCHEN	Kitchen wenge of UNIT 3861 and type CH2 ADA floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3859 and type CH2 REV floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3857 and type CH6 REV floor T38	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3855 and type CH3 REV floor T38	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 3849 and type CH3 floor T38	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3847 and type CH6 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3845 and type CH2 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3843 and type CH4 floor T38	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3841 and type CH5 floor T38	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3839 and type CH11 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3837 and type CH2 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3835 and type CH7 ADA floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3833 and type CH8 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3831 and type CH9 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3829 and type CH10 floor T38	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3965 and type CH1 floor T39	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3963 and type CH6 floor T39	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3961 and type CH2 floor T39	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3959 and type CH2 REV floor T39	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3957 and type CH6 REV floor T39	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3955 and type CH3 REV floor T39	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 3949 and type CH3 floor T39	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3947 and type CH6 floor T39	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3945 and type CH2 floor T39	2,833.15	2,833.15

Thank you for your business.

Total

Architectural Materials LLC dba AMI Hospitality LLC
Deposit Reconciliation for Turnberry Fountainebleau Tower

20-Dec-08

C/O #, Pay App #, and Date	Description	Opening Deposit	Additions This Period	Reductions This Period	Ending Balance
#1 - Oct 2007	Guest Closet Units	\$ 794,891.78			666,595.12
#1 - Oct 2007	Crown Molding			128,296.66	
#1 - Oct 2007	Drapery Pocket Fascia Board/Support				
#1 - Oct 2007	Upgrade Trim Typical Rooms				
#1 - Oct 2007	Glass Shower/Partition/Accessories	347,924.50		94,888.50	253,036.00
#1 - Oct 2007	LEED Adjustment on Wood Doors				
C/O #1 - #2R - Feb 2008	Condo Millwork	320,270.15		71,171.15	249,099.00
C/O #1 - #2R - Feb 2008	Blocking for typical guest room valances				
C/O #2 - Mar 2008	Condominium Casing Upgrade				
C/O #2 - Mar 2008	Condominium Wood Door Upgrade				
C/O #2 - Mar 2008	Condominium Glass Shower Doors	356,287.36		101,218.00	255,069.36
C/O #3 - Mar 2008	Vanity Mirrors	100,250.00		75,217.50	25,072.50
C/O #3 - Mar 2008	Wood Desks & Valances	29,505.87		6,556.86	22,949.01
C/O #5 - Mar 2008	Millwork Suites	753,063.00			753,063.00
C/O #3 - April 2008	Condo closets	209,380.50		41,876.10	167,504.40
C/O #6 - April 2008	Upgraded On-Line TimeLox I/R Entry Door Hardware	18,035.96			18,035.96
C/O #6 - April 2008	Glass Shower Doors, Partitions & Hardware thru Rev 12				
C/O #6 - April 2008	Upgrade Casing size in all 3 Bay & Junior Suites				
C/O #7 - May 2008	425 Condo Units - Millwork	340,610.00			340,610.00
C/O #8 - May 2008	Metal Doors and Frames				
C/O #9 July 2008	Changes to millwork, showers, condo mirrors & Lati	139,012.61		30,891.69	108,120.92
		\$ 3,409,271.73	\$ -	\$ 550,116.46	\$ 2,859,155.27

132,109.69
 Net Deposit Used on
 Materials NOT in Stored
 Materials Summary

418,006.77
 TO STORED
 MATERIALS

Opening Deposits	\$ 3,409,271.73
Additions	
Total Deposits	3,409,271.73
Less Reductions	(550,116.46)
Remaining Deposits	<u>2,859,155.27</u>

DEPOSIT SUMMARY

**Turnberry West
Construction, Inc.**

Subcontractor: **SMES**
 Job: **Tower**
 Project: **Fontainebleau Las Vegas**
 Pay application#
 DEPOSIT STATEMENT NO. **25**
 Period Ending: **12/31/08**

ITEM	DESCRIPTION OF DEPOSITS (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	OPENING BALANCE	ADDITIONS THIS MONTH	REDUCTIONS	ENDING BALANCE
30% Deposit for Initial PO		17,039.76			17,039.76
Invoice#51-Container#28	Corithian Beige Marble	18,106.20		18,106.20	0.00
Invoice#52-Container#30	Corithian Beige Marble	17,953.44		17,953.44	0.00
Invoice#57-Container#51	Corithian Beige Marble		17,675.28		17,675.28
Invoice#58-Container#32	Corithian Beige Marble		17,442.72		17,442.72
TOTAL		53,099.40	35,118.00	35,059.64	52,157.76

32

ORIGINAL

Data 28 ottobre 2008
Date October 28th, 2008

M/S
Turnberry West Construction, Inc.
c/o Fontainebleau Las Vegas
2755 Las Vegas Blvd South
Las Vegas 89109 - USA

Fattura No. (Invoice No.) 58/2008

Descrizione (Description)	Qty m ²	USA \$/m ²	Value
Progetto (Project) "Hotel Fontainebleau"			
Fornitura di lastre in marmo Corinthian Beige (Lygourio dark) 2 cm di spessore - 1st Quality Corinthian Beige Marble (Lygourio dark) 2 cm thick slabs delivered to Las Vegas in 40# 20'	311,35	76,00	\$23.662,60
Box containers - Container Number: XINU 116740-0 (32nd Container)			

Subtotale in dollari (Subtotal In US dollars) \$23.662,60
(US Dollars twentythreeousandssixhundredsixtytwo /60)

Esente IVA in base all'Art. 7 del D.P.R. 633/1972 e successive modifiche
VAT exempt Art. 7 D.P.R. 633/1972 and successive modifications

Extra charges for: Direct Service, Pireaus Port Congestion Surcharge, Pireaus Port Expenses, Pireaus Port Pre-Carrier, Pireaus Custom Clearance Surcharge, Fuel Surcharge Greece and USA	\$2.300,00
Acconto - Advance Payment received for this shipment	-\$8.519,88

Totale netto in dollari (Net Total In US dollars) \$17.442,72
(US Dollars seventeenthousandfourhundredfortytwo /72)

Packed in wooden bundles - All Wood Packing material meets US WPM standards
See attached packing list for details - PL N. 20081028-02
Goods of Greek origin - Code: 68029190

Pagamento: A mezzo bonifico bancario come segue:
Payment: By Wire Transfer as follows:

Banca - Bank	Banca Popolare di Verona - Filiale di Domegliara
Indirizzo - Address	37015 - Domegliara (Verona)
IBAN	IT 22 F 05188 59820 000000016351
Swift	VRBPIT2V044

DOC#
1007REVS

Contractor: Ital Stone, Inc.

Reconciliation: Job #10200
Date: 12/31/2008

ITEM#	Item Description	Opening Deposits	Additions	Reductions	Ending Balance
1	ST-05/2 2CM MARBLE CALACATTA	\$ 254,818.46	\$ -	\$ 162,612.08	\$ 92,206.37
2	ST-02/2 CM MARBLE GALALA	\$ 32,948.14	\$ -	\$ -	\$ 32,948.14
3	ST-05/12.24 12X24 MARBLE TILE CALACATTA	\$ 250,535.56	\$ -	\$ 250,535.56	\$ -
4	GT-01 1"X3" FROSTY GLASS TILE	\$ -	\$ 78,000.00	\$ -	\$ 78,000.00
5	ANTIQUE BROWN 2CM GRANITE	\$ 79,771.46	\$ 84,897.61	\$ -	\$ 164,669.07
6	CENTER SUITES 3 BAY 55/2B	\$ -	\$ -	\$ -	\$ -
7	MICHELANGELO 2CM	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -
8	BLACK ABSOLUTE 12X24	\$ 19,425.00	\$ -	\$ 19,425.00	\$ -
9	BIANCO INNEVATO 12 X24	\$ 14,625.00	\$ -	\$ 14,625.00	\$ -
10	SHOWER FLOORS 4X4 MESH 12 GALALA	\$ 69,174.00	\$ -	\$ -	\$ 69,174.00
11	SHOWER FLOORS 4X4 MESH 12 CALACATTA	\$ -	\$ -	\$ -	\$ -
12	MIRROR GLASS 5/8"x5/8" 12" MESH	\$ -	\$ -	\$ -	\$ -
13	MG-01 2CM CORINTHIAN BEIGE	\$ 73,792.00	\$ 119,258.93	\$ -	\$ 193,050.93
14	FABRICATION OF VANITY COUNTER TDPS	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
		\$ -	\$ -	\$ -	\$ -
		\$ 807,089.62	\$ 382,156.54	\$ 459,197.65	\$ 630,048.51

Opening Deposits \$ 807,089.62
 Additions \$ 382,156.54
 Total Deposits \$ 1,189,246.16
 Less Reductions \$ (459,197.65)
 Remaining Deposits \$ 730,048.51

ITALSTONE INC.

INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4383-03INV
 Invoice Date: Dec 17, 2008
 Page: 1

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/68861
 CAL#855755 AZ-ROC#207238
 TEL (702) 736-4542 * FAX (702) 736-4551

Duplicate
OFFICIAL COPY
(Corrected)

Bill to:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship to:
 Fontainebleau - Las Vegas
 2755 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	200ITA093004	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
1.00		ST-01/2 2cm (3/4") Antique Brown Granite.	1,109.88	1,109.88
		Cost adjustment Euro Invoice#4346-10INV Charged on original P/O in error goes against C/O#2		
1.00		Less 20% Deposit applied	221.96	-221.96

Date:	
Commit #	
Job #	
Code:	
Gross \$	
Retention \$	
Net \$	
Approval #1	
Approval #2	

Subtotal	887.92
Sales Tax	
Total Invoice Amount	887.92
Payment/Credit Applied	
TOTAL	887.92

Check/Credit Memo No:

ITAL STONE INC.

A striving leader in quality, service, and value since 1996

Ital Stone, Inc.
 Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861

CAL#855755 AZ-ROC#207238
 TEL (702) 736-4542 *FAX (702) 736-4551

INVOICE

Invoice Number: 4383-01INV
 Invoice Date: Dec 17, 2008
 Page: 1
 Duplicate

ORIGINAL

Bill To:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship to:
 Fontainebleau - Las Vegas
 2755 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	200ITA093004 - CO#2	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
3,767.75		ST-01/2 2cm (3/4") Granite Slab, Antique	13.95	52,560.11
1.00		Brown. Pck List# XSIS001 Less 20% Deposit applied Leed Deferral Certificate on File. Tax exempt sale	10,512.02	-10,512.02

Date: _____
 Commit # 200ITA093004
 Job # 10200
 Code: _____
 Gross \$ _____
 Retention \$ _____
 Net \$ 42,048.09
 Approval #1 _____
 Approval #2 _____



DN written

Subtotal	42,048.09
Sales Tax	
Total Invoice Amount	42,048.09
Payment/Credit Applied	
TOTAL	42,048.09

Check/Credit Memo No:

ITAL STONE INC.



A striving leader in quality, service, and value since 1996

INVOICE

Invoice Number: 4426-02INV
 Invoice Date: Dec 17, 2008
 Page: 1

Duplicate

ORIGINAL

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861

CAL#855755 AZ-ROC#207238

TEL (702) 736-4542 * FAX (702) 736-4551

Bill To:
Turnberry West Const. Inc. Fountain Bleau - Las Vegas 2827 Paradise Road Las Vegas, NV 89109 USA

Ship to:
Fontainebleau - Las Vegas 2755 S Las Vegas Blvd Las Vegas, NV 89109 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	200ITA093003	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
1,836.73		2cm (3/4") Marble Slab, Corintian Beige.	7.75	14,234.66
1.00		Cont# TRLU88306681 Less 20% Deposit applied Leed Deferral Certificate on File. Tax Exempt Sale	2,846.93	-2,846.93

Date:	
Commit #	200ITA093003
Job #	10200
Code:	
Gross \$	
Retention \$	
Net \$	11,387.73
Approval #1	
Approval #2	

Onwater

Subtotal	11,387.73
Sales Tax	
Total Invoice Amount	11,387.73
Payment/Credit Applied	
TOTAL	11,387.73

Check/Credit Memo No:

ITAL STONE INC.



A striving leader in quality, service, and value since 1996

Ital Stone, Inc.

Marble*Granite*Stone
3750 W Quail Ave
Las Vegas, NV 89118
NVL#53369/58861

CAL#855755 AZ-ROG#207238

TEL (702) 736-4542 * FAX (702) 736-4551

INVOICE

Invoice Number: 4426-04INV

Invoice Date: Dec 17, 2008

Page: 1

Duplicate

ORIGINAL

Bill To:
Turnberry West Const. Inc. Fountain Bleau - Las Vegas 2827 Paradise Road Las Vegas, NV 89109 USA

Ship to:
Fontainebleau - Las Vegas 2755 S Las Vegas Blvd Las Vegas, NV 89109 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	200ITA093003	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/17/08	12/17/08

Quantity	Item	Description	Unit Price	Amount																		
3,471.06		2cm (3/4") Marble Slab, Corntian Beige.	7.75	26,900.72																		
1.00		Pck List# 100 Less 20% Deposit applied Leed Deferral certificate on File. Tax Exempt Sale	5,380.14	-5,380.14																		
<table border="1"> <tr> <td>Date:</td> <td></td> </tr> <tr> <td>Commit #</td> <td>200ITA093003</td> </tr> <tr> <td>Job #</td> <td>10200</td> </tr> <tr> <td>Code:</td> <td></td> </tr> <tr> <td>Gross \$</td> <td></td> </tr> <tr> <td>Retention \$</td> <td></td> </tr> <tr> <td>Net \$</td> <td>21,520.58</td> </tr> <tr> <td>Approval #1</td> <td></td> </tr> <tr> <td>Approval #2</td> <td></td> </tr> </table>			Date:		Commit #	200ITA093003	Job #	10200	Code:		Gross \$		Retention \$		Net \$	21,520.58	Approval #1		Approval #2			
Date:																						
Commit #	200ITA093003																					
Job #	10200																					
Code:																						
Gross \$																						
Retention \$																						
Net \$	21,520.58																					
Approval #1																						
Approval #2																						
Subtotal			21,520.58																			
Sales Tax																						
Total Invoice Amount			21,520.58																			
Payment/Credit Applied																						
TOTAL			21,520.58																			

Check/Credit Memo No:

ITAL STONE INC.

A striving leader in quality, service, and value since 1996

Ital Stone, Inc.
Marble*Granite*Stone
3750 W Quail Ave
Las Vegas, NV 89118
NVL#53369/58861

CAL#855755 AZ-ROC#207238
TEL (702) 736-4542 *FAX (702) 736-4551

INVOICE

Invoice Number: 4426-061NV
Invoice Date: Dec 17, 2008
Page: 1
Duplicate

ORIGINAL

Bill To:
Turnberry West Const. Inc. Fountain Bleau - Las Vegas 2827 Paradise Road Las Vegas, NV 89109 USA

Ship to:
Fontainebleau - Las Vegas 2755 S Las Vegas Blvd Las Vegas, NV 89109 USA

Customer ID	Customer PO	Payment Terms
TURNBERRYFOUNTAINEBL	200ITA093003	
Sales Rep ID	Shipping Method	Net Contract Terms
VENTRED	DELIVER	
		Ship Date: 12/31/08 Due Date: 12/17/08

Quantity	Item	Description	Unit Price	Amount																		
3,414.32		2cm (3/4") Marble Slab, Corinthian Beige.	7.75	26,460.98																		
1.00		Pck List# 102																				
		Less 20% Deposit applied	5,292.20	-5,292.20																		
		Lead Deferral Certificate on File. Tax exempt sale																				
		<table border="1"> <tr> <td>Date:</td> <td></td> </tr> <tr> <td>Commit #</td> <td>200ITA093003</td> </tr> <tr> <td>Job #</td> <td>10200</td> </tr> <tr> <td>Code:</td> <td></td> </tr> <tr> <td>Gross \$</td> <td></td> </tr> <tr> <td>Retention \$</td> <td></td> </tr> <tr> <td>Net \$</td> <td>21,168.78</td> </tr> <tr> <td>Approval #1</td> <td></td> </tr> <tr> <td>Approval #2</td> <td></td> </tr> </table>			Date:		Commit #	200ITA093003	Job #	10200	Code:		Gross \$		Retention \$		Net \$	21,168.78	Approval #1		Approval #2	
Date:																						
Commit #	200ITA093003																					
Job #	10200																					
Code:																						
Gross \$																						
Retention \$																						
Net \$	21,168.78																					
Approval #1																						
Approval #2																						
		<table border="1"> <tr> <td>Subtotal</td> <td>21,168.78</td> </tr> <tr> <td>Sales Tax</td> <td></td> </tr> <tr> <td>Total Invoice Amount</td> <td>21,168.78</td> </tr> <tr> <td>Payment/Credit Applied</td> <td></td> </tr> <tr> <td>TOTAL</td> <td>21,168.78</td> </tr> </table>			Subtotal	21,168.78	Sales Tax		Total Invoice Amount	21,168.78	Payment/Credit Applied		TOTAL	21,168.78								
Subtotal	21,168.78																					
Sales Tax																						
Total Invoice Amount	21,168.78																					
Payment/Credit Applied																						
TOTAL	21,168.78																					

Check/Credit Memo No:

ON WATER

PORTABELLO

Subcontractor:

Job:

Project:

Pay application#

Tower:

Fontainebleau Las Vegas

DEPOSIT STATEMENT NO. 25

Period Ending: 12/31/08

ITEM		OPENING BALANCE	ADDITIONS THIS MONTH	REDUCTIONS	ENDING BALANCE
INVOICE# 705024	Ceramic Tile	10,442.65			10,442.65
INVOICE# 705025	Ceramic Tile	10,417.22			10,417.22
INVOICE# 705026	Ceramic Tile	43,874.48			43,874.48
INVOICE# 705028	Ceramic Tile	34,805.47			34,805.47
INVOICE# 705029	Ceramic Tile	15,500.19			15,500.19
INVOICE# 705030	Ceramic Tile	75,141.36			75,141.36
INVOICE# 705031	Ceramic Tile	71,032.50			71,032.50
INVOICE# 705032	Ceramic Tile	10,492.25			10,492.25
INVOICE# 705033	Ceramic Tile	10,492.25			10,492.25
INVOICE# 705035	Ceramic Tile	(49,400.00)			(49,400.00)
50% Deposit	Additional Material for Condos T1-T56		22,987.89		22,987.89
		232,798.37	22,987.89	0.00	255,786.26
		TOTAL:			

PROJECT: Fontainebleau Las Vegas, LLC
 Submitted by: Miele, Inc. Application #: 3 Period To: 12/17/2008
 Location: Econ Appliance Warehouse - Deposit

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DEPOSIT THIS MONTH	F INSTALLED THIS MONTH
G818SCVI	18" Slimline Dishwasher	\$ 25,017.00	\$ 25,017.00		0
H4041BM	Knob Control Speed Oven	\$ -	\$ -		
CS 1112 B	208v Cooktop	\$ -	\$ -		
CS 1122 E	208v Cooktop	\$ -	\$ -		
KFN975SIDE	24" Bottom Mount Refrigerator	\$ 47,941.50	\$ 47,941.50		0
	Total Deposit	\$ 72,958.50	\$ 72,958.50		
		0			
		0			
		0			
G818SCVI	18" Slimline Dishwasher	25		25	
H4041BM	Knob Control Speed Oven	0			
CS 1112 E	208v Cooktop	0			
CS 1122 E	208v Cooktop	0			
KFN975SIDE	24" Bottom Mount Refrigerator	25		25	
	Total Unit Deposit	50		50	0

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.

10-400
GC'S

Nawrocki, Cheryl

From: Tammie Hicks [TDH@co.clark.nv.us]
Sent: Monday, December 22, 2008 2:57 PM
To: Nawrocki, Cheryl
Subject: RE: Fontainebleau Account

I just got a few more in -- the balance is now ~~=\$8675~~

Merry Christmas!

Tammie Hicks

From: Nawrocki, Cheryl [mailto:CNawrocki@turnberryltd.com]
Sent: Monday, December 22, 2008 11:45 AM
To: Tammie Hicks
Cc: Goodin, Benjamin
Subject: RE: Fontainebleau Account

Hello Tammie,
Can I have the balance as of today 12/22/08 for this account.
Thanks
Cheryl

From: Tammie Hicks [mailto:TDH@co.clark.nv.us]
Sent: Monday, December 01, 2008 11:57 AM
To: Nawrocki, Cheryl
Subject: RE: Fontainebleau Account

Hi,

The balance as of 11/22/08 is \$9650.00. I haven't received any Inspection Receipts since then.

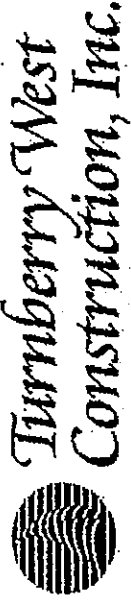
Tammie Hicks
Administrative Specialist
Clark County Department of Development Services
4701 W. Russell Road
Las Vegas, NV 89118
702-455-8950

From: Nawrocki, Cheryl [mailto:CNawrocki@turnberryltd.com]
Sent: Monday, December 01, 2008 11:51 AM
To: Tammie Hicks
Subject: RE: Fontainebleau Account

Hello Tammie, can you give me the total balance as of 11/30/08.
Thanks
Cheryl

12/22/2008

DEPOSIT SUMMARY



Subcontractor: **Giroux Glass**
 Job: **10500 Podium**
 Project: **Fontainebleau Las Vegas**
 Pay application: **December-08**

DEPOSIT STATEMENT NO. **5**
 Pay App NO.: **14**
 Period Ending: **12/31/08**

ITEM	DESCRIPTION OF DEPOSITS (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	OPENING BALANCE THIS MONTH	ADDITIONS THIS MONTH	REDUCTIONS THIS MONTH	ENDING BALANCE THIS MONTH
March 08 Channel Glass	Deposit Requested for Channel Glass - Riviera Channel Glass Las Vegas Blvd. Elevation Pool Deck Facing Subtotal \$	16,000 \$ 61,000 \$ 23,000 \$ 100,000 \$	- - - -	- - - -	16,000.00 \$ 61,000.00 \$ 23,000.00 \$ -
July 08 Channel Glass	Deposit Requested for Channel Glass - Riviera Channel Glass Las Vegas Blvd. Elevation Subtotal \$	126,300 \$ 68,010 \$ 194,310 \$	- - -	- - -	126,300.00 \$ 68,010.00 \$ -
August 08 Curtain Wall	Deposit Request for Curtain Wall Meeting Room Subtotal \$	204,508 \$ 204,508 \$	- -	- 204,508.00 \$	- -
October 08 Channel Glass Channel Glass Channel Glass Channel Glass	Riviera Blvd., Las Vegas Blvd., Pool Deck Facing Inv. # 8100547 -IN - Bendheim Container #1 - ETA - 10/31/08 Inv. # 8100548 -IN - Bendheim Container #2 - ETA - 11/07/08 Inv. # 8100550 -IN - Bendheim Container #3 - ETA - 11/14/08 Inv. # 8100551 -IN - Bendheim Container #4 - ETA - 11/21/08 Subtotal \$	193,569 \$ 193,569 \$ 193,569 \$ 193,569 \$ 774,275 \$	- - - -	- - - -	193,568.76 \$ 193,568.76 \$ 193,568.76 \$ 193,568.76 \$ -
November 08 Channel Glass	Riviera, Las Vegas Blvd, Pool Deck Facing Inv. # 8100559-IN - Bendheim Container #5- ETA - 12/12/08 Meeting Room- Old Castle Glass- PO# 051081 Order # 18484, 18485, 18500, 18501, 18502, 18510- ETA- 11/26/08 Pacora Silicone Sealant - Construction Sealants & Supply- ETA- 11/26/08 Subtotal	118,798.00 \$ 158,796.00 \$ 12,971.00 \$ 290,565.00 \$	- - - -	- - - -	118,798.00 \$ 158,796.00 \$ 12,971.00 \$ -
December-08 N/A	TOTAL \$	1,563,658.04 \$	- \$	- \$	1,359,150.04 \$

RETAIL PROMENADE DEPOSIT SCHEDULE

Contractor: Ital Stone, Inc.

DOC#4414-003

Reconciliation: Job #10900 Pedium
Date: 12/31/2008

Item #	Description	Quantity	Unit Price	Total Price	Balance
1	Gray Marble Columns Veneer in 60"x58" tiles	35,520.12	\$	\$ 35,520.12	\$ 35,520.12
2	Siena Marble granite floor pattern mesh 12"x12"	135,044.70	\$	\$ 135,044.70	\$ 135,044.70
3	Calacatta Gold polished for birch wood columns	4,112.64	\$	\$ 4,112.64	\$ 4,112.64
4	Calacatta Gold 48"x48"x1/4" calla size	48,095.80	\$	\$ 48,095.80	\$ 206,404.18
5	Calacatta Gold 60"x60" from threshold	879.24	\$	\$ 879.24	\$ 879.24
6	Calacatta Gold 60"x60" running floor base 1/4" box upset	7,344.24	\$	\$ 7,344.24	\$ 7,344.24
7	Calacatta Gold 30" polished stone cut to size wall drink bank	776.80	\$	\$ 776.80	\$ 776.80
8	Calacatta Gold 30" polished stone cut to size wall drink bank	876.24	\$	\$ 876.24	\$ 879.24
9	Gray River polished marble floor 12"x12" 2/4"	22,115.00	\$	\$ 22,115.00	\$ 39,790.56
10	Gray River polished marble floor 12"x12" 2/4"	43,947.00	\$	\$ 43,947.00	\$ 96,915.96
11	Gray River polished marble floor 12"x12" 2/4" B	10,830.00	\$	\$ 10,830.00	\$ 10,830.00
12	Gray River polished marble floor 12"x12" 2/4" B	4,218.00	\$	\$ 4,218.00	\$ 4,218.00
13	White oak cut and size	18,000.00	\$	\$ 18,000.00	\$ 18,000.00
14	Labor		\$	\$	\$
				\$ 228,948.10	\$ 560,714.68

Opening Deposits	\$ 331,766.58
Additions	\$ 228,948.10
Total Deposits	\$ 560,714.68
Less Reductions	\$ -
Remaining Deposits	\$ 560,714.68

RETAIL PROMENADE DEPOSIT SCHEDULE
 DEPOSIT ON RECORD FOR THIS PROJECT



ITAL STONE INC.



INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4414-0311NV
 Invoice Date: Dec 17, 2008
 Page: 1

Duplicate *Revised 12/22/08*

Ital Stone, Inc.
 Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861
 CAL#855755 AZ-ROC#207238
 TEL (702) 736-4542 * FAX (702) 736-4551

Bill to:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship to:
 Fontainebleau - Las Vegas
 2755 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	500ITA093001	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
3,876.00		12"x48" Marble Grey River, Pck List# HT08-84	5.70	22,093.20
1.00		Less 20% Deposit applied	4,418.64	-4,418.64
		Lead Deferral Certificat eon File. Tax exempt sale		
1.00		Trucking	1,166.66	1,166.66
1.00		Water Jet Cut	1,592.00	1,592.00
1.00		Ocean Freight	5,000.00	5,000.00
1.00		Customs Duty	1,500.00	1,500.00

Subtotal	26,933.22
Sales Tax	
Total Invoice Amount	26,933.22
Payment/Credit Applied	
TOTAL	26,933.22

Check/Credit Memo No:

ITAL STONE INC. 

INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4414-033INV

Invoice Date: Dec 17, 2008

Page: 1

Duplicate *Revised 12/22/08*

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861
 CAL#855755 AZ-ROC#207238
 TEL (702) 736-4542 * FAX (702) 736-4551

Bill To:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship To:
 Fontainebleau - Las Vegas
 2755 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	500ITA093001	Nat Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
2,404.00		MA2013/A 18"x48" Calacatta Oro. Pck List# 494	25.86	62,167.44
1,442.00		MA-2013/A 18"x48" Calacatta Oro. Pck List# 494	25.86	37,290.12
1.00		Less 20% Deposit applied	19,891.51	-19,891.51
		Leed Deferral Certificate on File. Tax exempt sale		
1.00		Trucking	1,166.66	1,166.66
1.00		Water Jet Cut	7,888.00	7,888.00
1.00		Ocean Freight	5,000.00	5,000.00
1.00		Customs Duty	1,500.00	1,500.00

Subtotal	95,120.71
Sales Tax	
Total Invoice Amount	95,120.71
Payment/Credit Applied	
TOTAL	95,120.71

Check/Credit Memo No:

ITALSTONE INC. 

INVOICE

A striving leader in quality, service, and value since 1996


Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#63369/58861
 CAL#865755 AZ-ROC#207238
 TEL (702) 736-4542 * FAX (702) 736-4551

Invoice Number: 4414-035INV

Invoice Date: Dec 17, 2008

Page: 1

Duplicate *Reused 12/22/08*


Bill To:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship to:
 Fontainebleau - Las Vegas
 2766 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	500ITA093001	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
3,872.00		24"x48" Marble, Grey River. Pck List 08-87	5.70	22,070.40
1.00		Less 20% Deposit applied	4,414.08	-4,414.08
		Leed Deferral Certificate on file. Tax exempt sale		
1.00		Trucking	1,166.66	1,166.66
1.00		Water Jet Cut	1,592.00	1,592.00
1.00		Ocean Freight	5,000.00	5,000.00
1.00		Customs Duty	1,500.00	1,500.00

Subtotal	26,914.98
Sales Tax	
Total Invoice Amount	26,914.98
Payment/Credit Applied	
TOTAL	26,914.98

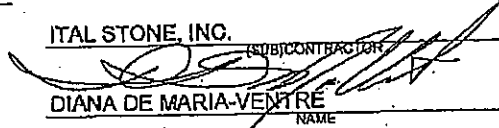
Check/Credit Memo No:

Affidavit of Stored Materials

ITAL STONE, INC (4414-003) , DOES CERTIFY AND ATTEST the following:

1. (Sub)contractors and material vendors will be paid for stored material upon receipt of payment from TURNBERRY WEST CONSTRUCTION, INC. ("Owner");
2. Subcontractors and material vendors expressly waive and release any and all lien rights for subject stored materials, and any rights they might have to file a preliminary notice of lien;
3. Subcontractors and materials vendors have not filed any preliminary notices of lien;
4. Quantity, cost and value of stored materials are as represented, and
5. the materials and/or equipment are in strict accordance with all requirements of the plans and/or specifications or written approval has been received for any variations;
6. ITAL STONE, INC. undertakes full responsibility for the care, Custody, and protection of this material and/or equipment, and in the event of loss of damage not covered by Owner's Builder's Risk Insurance, they will replace said materials in a timely manner at no cost to the Owner, and
7. ITAL STONE, INC. agrees to transport this material and/or equipment to the place and position of final installation at its sole expense and risk, except as may be covered by Owner's Builder's Risk Insurance.

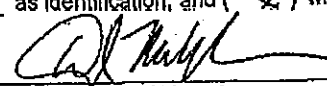
IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed and set their hands and seals to this affidavit, this 18/19 day of December, 2008.

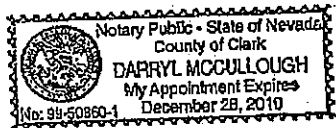
ITAL STONE, INC. (SUB)CONTRACTOR

DIANA DE MARIA-VENTRE
NAME
CHIEF FINANCIAL OFFICER
TITLE

MATERIALS STORED AT 3750 W QUAIL AVE, LAS VEGAS, NV 89118

STATED OF NEVADA
COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 18/19 day of December, 2008, by DIANA DE MARIA-VENTRE.
 He/She (SHE) is personally known to me, or
 has produced NV Drivers Lic. as identification, and who did or
 did not take the an oath.


 Notary Public, State of Nevada
 My Commission Expires: 12-26-2010



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

EXHIBIT "F-1"





Inspection Order No. IN-SZ-PSI-09001

Page No. : 1 of 5
Date of Issue: 06/Jan, 2009

INSPECTION REPORT

- Description and Quantity : Unitized Curtain Wall Units fabrication process of Commodity

- Name & Address Of Company: Zetian Systems, Inc.
5125 West Oquendo Rd. # Las Vegas, NV 89118
Tel: 702-227-6038 FAX: 702-227-8853
Website: www.zetiansystems.com

- Inspection Date & Place: 05/Jan/2009 in Zhaoqing

- Nature of inspection: Check the production schedule

-Inspector: Henry Chen

This is to report that we, SGS-CSTC Shenzhen Branch on 05/Jan/2009 at the request of the client Fontainebleau conducted the following inspection:

Inspection Finding:

During the visit, SGS inspector found the production process complying with the stipulated schedule.

1. Material storage:

During the visit, SGS inspector found that the aluminum extrusion and glass were stored in the warehouse and identify and segregated by nameplate to preclude mixing of other material, the aluminum extrusion were covered by kraftliner paper and pile up on the iron frame. The glasses were protected by the wooden cases. According to the record by the factory, it showed that the material from the 56th to 59th floor is prepared.

Disclaimer

This document is issued by the Company under its General Conditions of Service accessible at http://www.sgs.com/terms_and_conditions.html. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein.

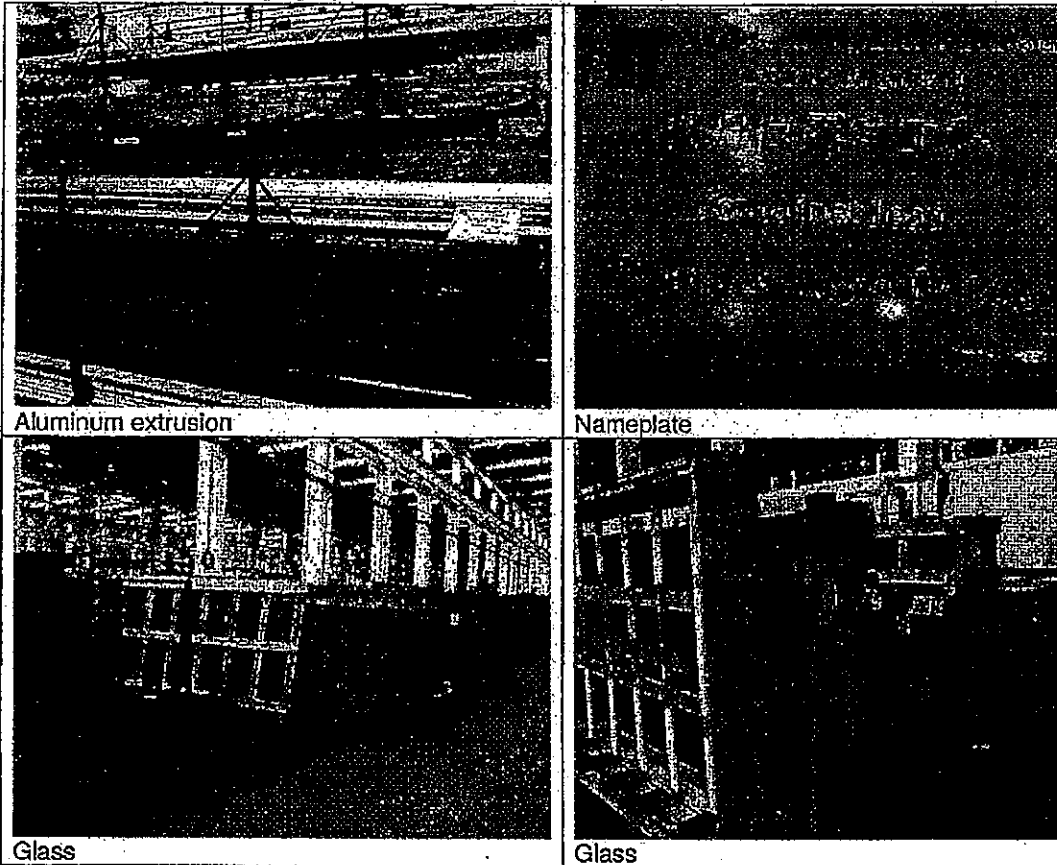
Any other holder of this document is advised that information contained herein reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

SGS-CSTC Standards Technical Services Co., Ltd.
Industrial Services

3rd floor, no.1 of first street, Xiamelin, Futian District, Shenzhen, Guangdong Province,
China
t: +86(0)755-83114358 f: +86(0)755-83197825 www.sgscstc.com

Member of the SGS Group (Société Générale de Surveillance)

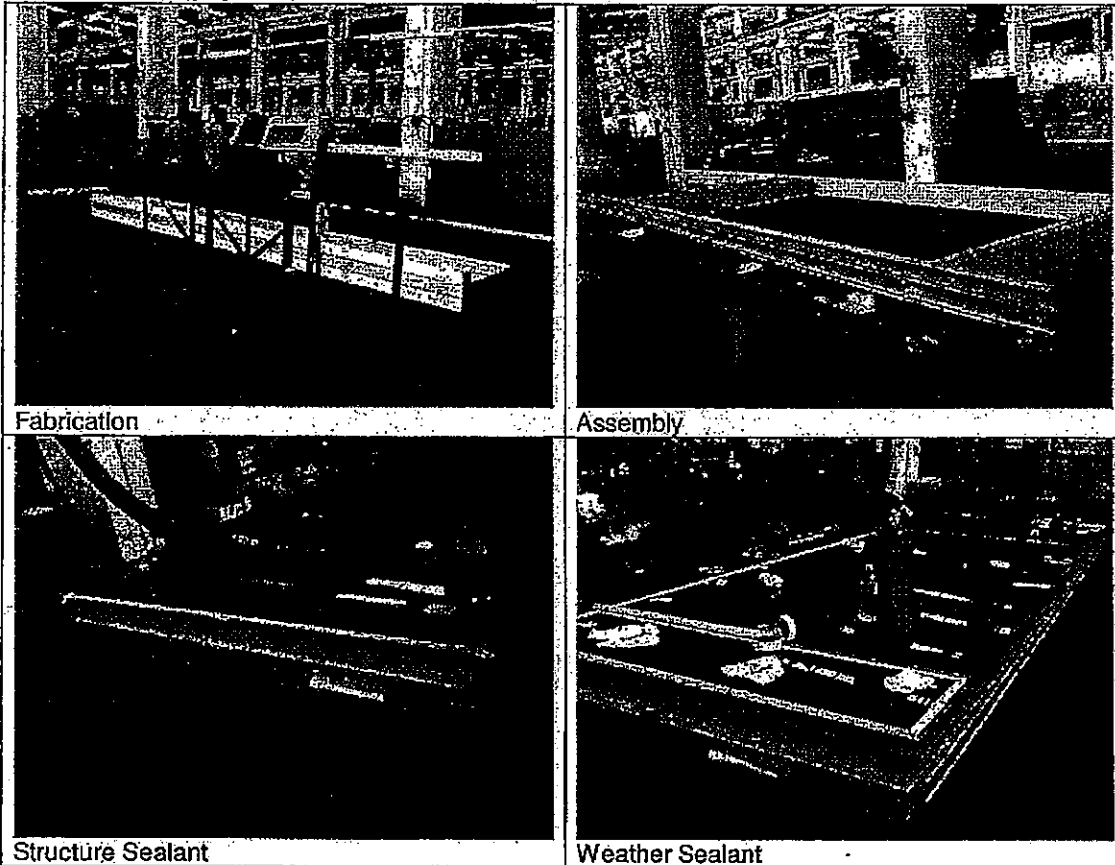
SGS



2. Fabrication, Assembly and Sealant

SGS inspector found that there are 4 product lines for assembly and 2 product lines for sealant.

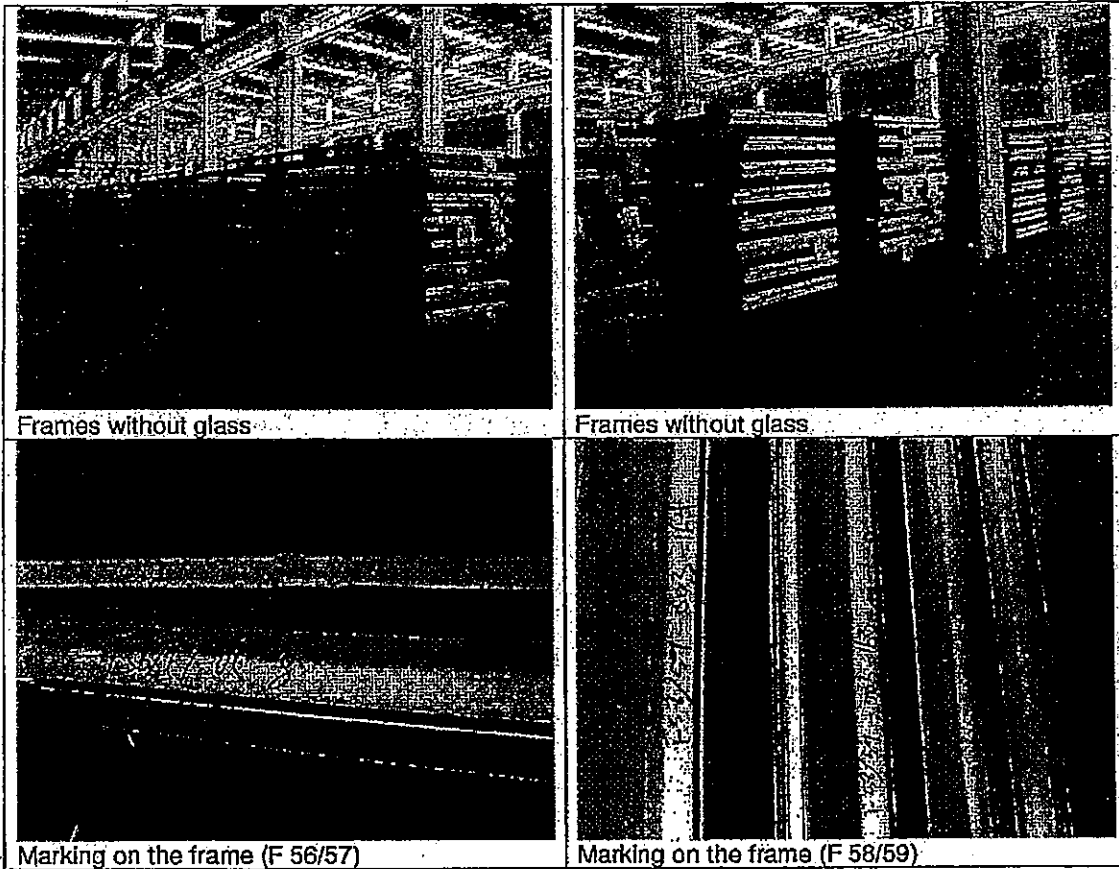
SGS



3. Semi finished products

SGS found that the Frames (56/57 & 58/59) were being assembled, and about 400 pcs frames were ready for glass.

SGS



4. Document Review:

Daily Progress Assembly Report and Bom For Aluminum Extrusion were provided by the factory and reviewed by SGS inspector, details please refer to the attachment.



C:\Documents and Settings\henry_ch



C:\Documents and Settings\henry_ch



THIS REPORT ONLY REFLECTED OUR ACTUAL FINDINGS. THE INSPECTION WAS DONE TO THE BEST OF OUR KNOWLEDGE AND ABILITY AND WITH DUE CARE. THE FINDINGS ARE VALID AS FOR TIME AND PLACE OF INSPECTION.

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

EXHIBIT "G"



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU LAS VEGAS, LLC, FONTAINEBLEAU LAS VEGAS II, LLC

Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA

Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.

Invoice/Payment Application Number: DE-WATERING INV # FIFTEEN (15)

Contract Number: 100DES024011

Payment Amount: \$ 5,631.00


Payment Period: December 11, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to the payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials, or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: 11/19/08

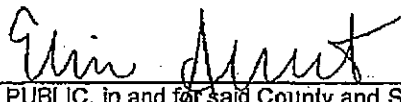
DESERT PLUMBING & HEATING CO., INC.
(Company Name)

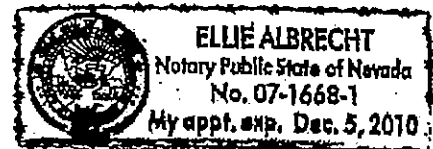
By: 
CINDY FOSTER
Its: CONTROLLER

State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18TH day of December, 2008


NOTARY PUBLIC, in and for said County and State.



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: Site Work at 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC

Invoice / Payment Application Number: Pay App #25 Site Work, Job #10100

Payment Amount: \$34,135.33 ✓

Payment Period: 1-31 December, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

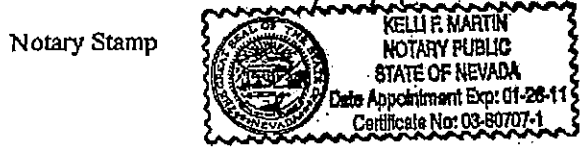
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11

TURNBERRY WEST CONSTRUCTION, INC.
By: [Signature]
Robert W. Oehrli
Its: Project Controller



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 10

Payment Amount: \$ 15,108.48

Payment Period: Dec 1, 2008 to December 30, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

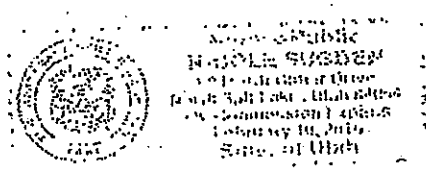
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 22 day of Dec, 2008.

Subscribed and sworn before me this 22nd
Day of December, 2008
Notary Public: [Signature]
My commission expires: 2/10/2010

Company VFC
By: [Signature]
Kimberly Mount
Its: Controller

Notary Stamp



UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: SI024011 PA 14 Dewatering

Payment Amount: \$ 21,286.00

Payment Period: thru 11/11/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

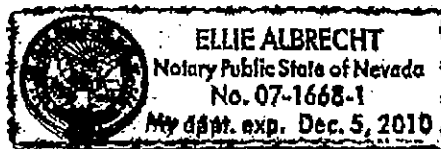
Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5, 2010

Desert Plumbing & Heating

Print Name RINOY FOSTER
By: [Signature]
Its: CONTROLLER

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Site Demo PA 17

Payment Amount: \$ 26421.00

Payment Period: 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Southern Nevada Paving

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Print Name _____

By: _____

Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Site 027853 PA 7 Conduit Relocate

Payment Amount: \$ 39,870.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

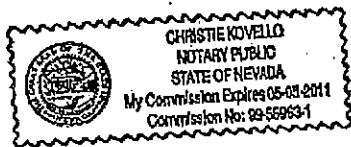
Dated this 30 day of Dec, 2008:

Subscribed and sworn before me this 30
Day of Dec, 2008
Notary Public: Christie Kovello
My commission expires: 5-5-11

Stetson Electric

By: [Signature]
Its: SECRETARY

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Payment Application Number: Final Retention

Payment Amount: \$ 183004.10

Payment Period: 11/30/08

Amount of Disputed Claims:

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above described property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property, except for the payment of Disputed Claims, if any, noted above.

The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31 day of Dec, 2008.

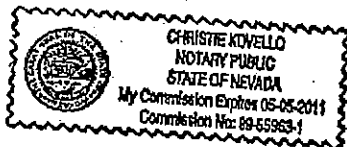
Subscribed and sworn before me this 31
Day of Dec, 2008
Notary Public: Christie Kavello
My commission expires: 5-5-11

Stetson Electric

By: *Muun Jensen*

Its: SEC/TREAS

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Invoice / Payment Application Number: Pay App #24, Site Work, Job #10100

Payment Amount: \$328,423.25 ✓

Payment Period: 1-30 November, 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material, men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Kelli R. Martin
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.

By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: SI131001 PA 9

Payment Amount: \$ 15,837.58

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30 day of Dec, 2008.

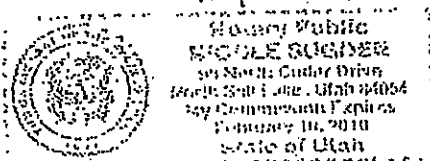
Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 2/10/2010

VFC Inc

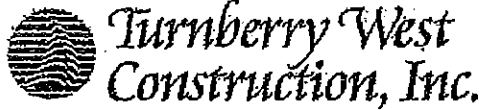
Print Name: P Gonzales
By: [Signature]

Its: _____

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, LLC
Invoice/Payment Application Number: #14
Payment Amount: \$ 4,991,311.00
Payment Period: Through December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

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DATED: December 18, 2008

Subscribed and sworn before me this: 18th Day of December, 2008 Aderholt Specialty Company, Inc. (Company Name)

Notary Public: Cathy A. Hill By: Sherry Aderholt
My commission expires: 1-15-2009

Print Name: Sherry Aderholt

Title: President



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

CONDITIONAL LIEN WAIVER

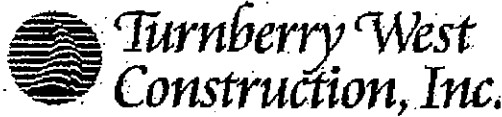
FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Pontainebleau Hotel Tower P.O. #
IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$62,125.00 and covers work through 12/31/2008. This release is contingent upon receipt of \$62,125.00, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed. 38,820.00

Subscribed and sworn to before me this 12th day of December 2008
Notary Public: Melissa Nicoletti
My commission expires: 7/27/2012
Signature: Anthony Jackson
Company: American Crane & Hoist Erectors, LLC
Date: 12/12/2008

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY COMM. EXPIRES JULY 27, 2012



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Krystal Towers, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 12

Payment Amount: \$ 1,232,091.56 ✓

Payment Period: Through 12/20/2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12-18-08
State of Nevada Carolyn J. Clark
Subscribed and sworn before me this
18th Day of December, 2008

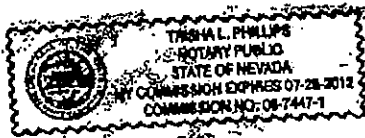
AMI Hospitality, LLC
(Company Name)

Notary Public: [Signature]
My commission expires: 7-28-2012

By: Melinda Buckland

Print Name: MELINDA BUCKLAND

Title: Staff Accountant



Notary Stamp

Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

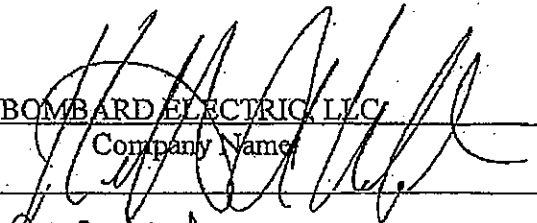
CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	FONTAINEBLEAU-TOWER
Property Location:	LAS VEGAS, NV
Undersigned's Customer:	TURNBERRY WEST CONSTRUCTION
Invoice/Payment Application Number:	#26192
Payment Amount:	\$ 8,795,868.00

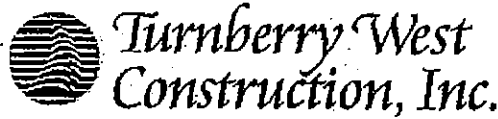
Upon receipt by the undersigned of a check in the above-referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are subject of this waiver and release.

Date: 12-18-08

By: 
 Its: President

BOMBARD ELECTRIC LLC
 Company Name



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Krystal Towers, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: APP.#17

Payment Amount: \$ 2,398,958.00

Payment Period: Through 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12/17/08

Subscribed and sworn before me this: Bombard Mechanical, LLC.

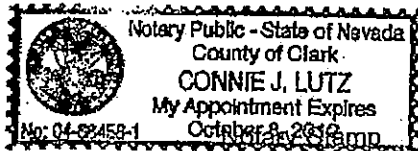
17th Day of December, 2008 (Company Name)

Notary Public: [Signature] By: [Signature]

My commission expires: 10/08/2012

Print Name: Deanna Clark

Title: A/R Specialist



Turnberry West Construction, Inc. 2755 Las Vegas Blvd. S. Las Vegas, NV 89109 (702) 495-7360 FAX (702) 495-7366

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: Project: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 10

Payment Amount: \$220,257.29

Payment Period: December, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 17th day of December, 2008.

State of Nevada

County of Clark

Subscribed and sworn before me this 17th

Day of December, 2008

Notary Public: [Signature]

My commission expires: 5/20/12

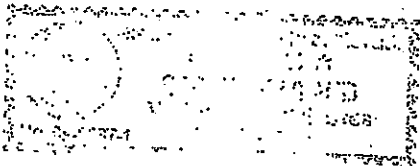
Company: Cadillac Stone Works, LLC

By: [Signature]

Name: Robert Costa

Title: Member Manager

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: FB-0001-21

Payment Amount: \$ 731,713.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 18th day of December 2008

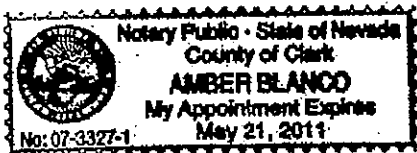
Subscribed and sworn before me this 18th
Day of December, 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

DESERT FIRE PROTECTION, L.P.

By: Linda Duff

Its: Assistant Secretary

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT


Property Name: FONTAINEBLEAU LAS VEGAS, LLC & FONTAINEBLEAU LAS VEGAS II, LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Invoice/Payment Application Number: TOWER INV # TWENTY-SIX (26)
 Contract Number: 200DES154001
 Payment Amount: \$ 3,894,153.00
 Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to the payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials, or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: December 18, 2008

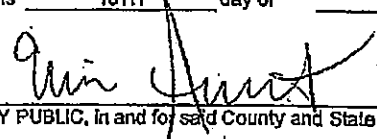
DESERT PLUMBING & HEATING CO., INC.
(Company Name)

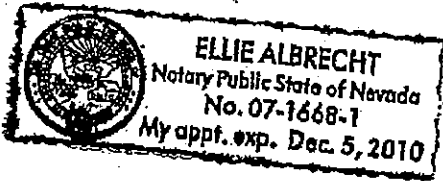
By: 
CINDY FOSTER
Its: CONTROLLER

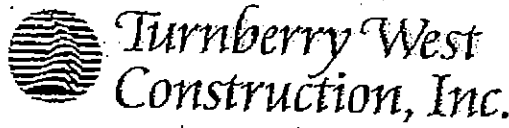
State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18TH day of December, 2008


NOTARY PUBLIC, in and for said County and State.





CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: # 17

Payment Amount: \$ 60,625.70

Payment Period: Through 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

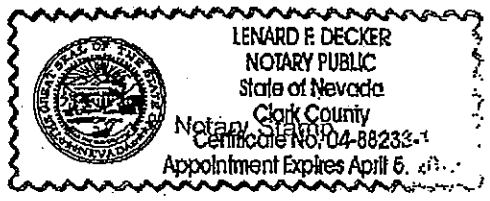
DATED: 12-11-08

Subscribed and sworn before me this: 11th Day of DECEMBER, 2008 Door-Ko, Inc. (Company Name)

Notary Public: [Signature] By: Dale S. Kooker

My commission expires: 4-5-2012 Print Name: Dale S. Kooker

Title: PRESIDENT



Turnberry West Construction, Inc. 2755 Las Vegas Blvd S Las Vegas NV 89109 (702) 495 7360 FAX (702) 495 7361

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 3351-09

Payment Amount: \$ 106,676.00

Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
Day of December, 2008

Notary Public: [Signature]
My commission expires: 12/08/12

Eberhard Southwest Roofing, Inc.

By: [Signature]
Paul McKellar

Its: Vice-President

Notary Stamp





F. RODGERS Corp.
INSULATION & SPECIALTY CONTRACTOR

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Tower

Property Location: 2755 Las Vegas Blvd.

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 15521036613 Thru 12/31/08

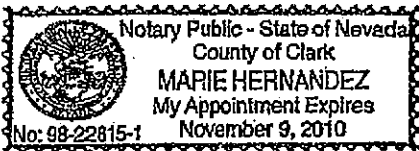
Payment Amount: \$ 516,857.06

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: 12/18/08

F. Rodgers Corporation
(Company Name)



By: Deanna Boh
Its: Deanna Boh, Contract Administrator

State of Nevada
County of Clark

This instrument was acknowledged before me on this 18th day of December, 2008.

By: Marie Hernandez
My commission expires: 11-9-10

3451 W. MARTIN AVE., STE. A - LAS VEGAS, NV 89118 · TEL 702.597.1101 · FAX 702.597.1760
CONTR. LIC. 0058027, 0058028, 0064274, 0066818, 0087135, 0067481

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Archifectural Materials, LLC

Invoice / Payment Application Number: 3

Payment Amount: \$ 50,597.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

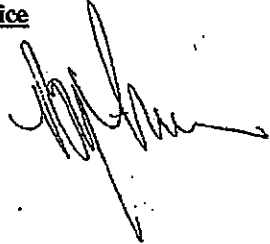
Dated this 15th day of DECEMBER, 2008

Subscribed and sworn before me this 15
Day of December, 2008
Notary Public: Jessica Freeman
My commission expires: 5/29/09

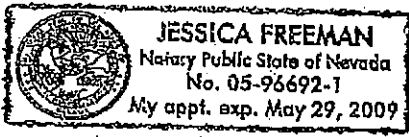
Freeman's Carpet Service

By: Bryan Freeman

Its: Director



Notary Stamp





CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S.; Las Vegas, NV. 89109

Undersigned's Customer: Turnberry West Construction, LLC

Invoice/Payment Application Number: Invoice 2413 / Application # 15 Tower 200GAL082001

Payment Amount: \$449,599.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12/18/08

Subscribed and sworn before me this: 18th Day of December, 2008 Gallagher-Kaiser Corporation (Company Name)

Notary Public: [Signature] My commission expires: August 8, 2011 By: [Signature]

Print Name: Harold Lindenbaum

Title: Director



Turnberry West Construction, Inc. 2755 Las Vegas Blvd. S. Las Vegas, NV 89109 (702) 495-7360 FAX (702) 495-7366

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: Application #3

Payment Amount: \$ 97,431.77

Payment Period: 12-31-08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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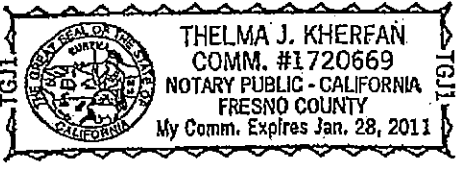
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 18th day of December, 2008

Subscribed and sworn before me this 18th
Day of December, 2008
Notary Public: [Signature]
My commission expires Jan 28, 2011

Geo Cell Solutions
By: Tarin Winton [Signature]
Its: Office Manager

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 15330-12

Payment Amount: \$29,797.86

Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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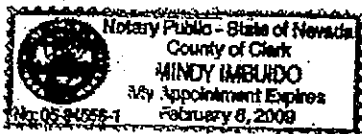
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 10th day of December, 2008

Subscribed and sworn before me this 10th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 02/08/09

HENRI SPECIALTIES CO., INC.
By: [Signature]
Its: James H. Gormley, President

Notary Stamp



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Tower
Property Location: 2755 L.V. Blvd. South Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction Inc.
Invoice/Payment Application Number: Inv# 21324
Payment Amount: \$ 1,269,096.14
Payment Period: 12/31/08

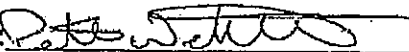
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: 12/18/08

Midwest Pro Painting, Inc.

By: 

Its: Peter Wicklund, Project Manager

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC
Fontainebleau Reinforcing Steel Tower

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: Inv. #107232 - App #27

Payment Amount: (-\$ 719,976.60)

Payment Period: Thru December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 16th day of December, 2008.

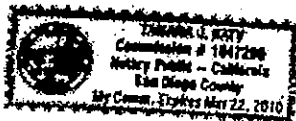
Subscribed and sworn before me this 16th
Day of December 2008
Notary Public: [Signature]
My commission expires: 03/22/2010

Pacific Coast Steel

By: [Signature]

Its: Janessa Finley - Accounting

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

S01033

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC
Fontainebleau Structural Steel Tower

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV – Tower - Structural

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: Inv. #107090 – App #19

Payment Amount: \$135,077.49

Payment Period: DECEMBER 1, 2008 THROUGH DECEMBER 31, 2008

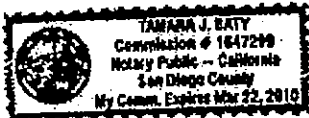
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 10TH day of DECEMBER, 2008

Subscribed and sworn before me this 10TH
Day of DECEMBER, 2008
Notary Public: Tamara J. Batty
My commission expires: 03/22/2010



PACIFIC COAST STEEL

By: [Signature]

Its: Janessa Finley Accounting



CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fontainebleau Hotel Tower P.O. # 400RCS014003
IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$548,895 and covers work through 12/31/2008. This release is contingent upon receipt of \$548,895, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to before me this 17th day of December 2008
Notary Public *Melissa Nicoletti*
My commission expires: 7/23/2012
By *Anthony Jackson*
Signature
Anthony Jackson
Date 12/15/2008
Company Republic Crane Service, LLC

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT No 08-0916-1
MY APPT EXPIRES JULY 23, 2012

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Kontainbleau Hotel Tower

P.O. # 400RTEH014001

IN THE CITY OF Las Vegas

AND COUNTY OF Clark

AND STATE OF Nevada

This release is in the amount of \$369,571 , but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed. 5701.00

5701.00
add covers work through 12/31/2008 . This release is contingent upon

Subscribed and sworn to before me

this 17th day of December
Notary Public: *Melissa Niccoletti*

Republic Towers & Hoist

Company

Anthony Jackson
Signature

My Commission expires: 7/27/2012

MELISSA NICCOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8816-1
MY APPT. EXPIRES JULY 27, 2012

By
Anthony Jackson

12/17/2008
Date

Exhibit R

to Disbursement Agreement

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

PROPERTY NAME & LOCATION: FONTAINEBLEAU LAS VEGAS, NV

Contract No: 10-200 Contract Description: Fontainebleau Tower

Payment Application # and Period: #10 12/31/08 Payment Amount: 1,134,303.92

Work Performed by (Contractor's Name): SILVER STATE MARBLE LLC

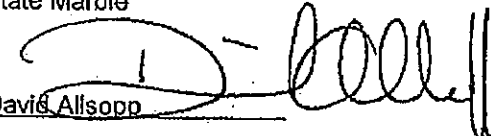
Under Contract to: Fontainebleau Las Vegas, Turnberry West Construction, Inc.

Upon receipt by the undersigned of a check in the sum of \$ 1,134,303.92 payable to Silver State Marble LLC and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of Fontainebleau Tower project, located at 2755 Las Vegas Boulevard South, Las Vegas, Nevada to the following extent.

This release covers a progress payment for labor, materials, services, fixtures, equipment and/or any other work performed or furnished to Turnberry West Construction, Fontainebleau on or before the date of 12/31/08 [, except for disputed claims in the amount of -0- ,] and does not cover any retentions retained before or after the release date or any labor, materials, services, fixtures, equipment and/or any other work performed or furnished after the release date.

DATED this 17th day of December, 2008

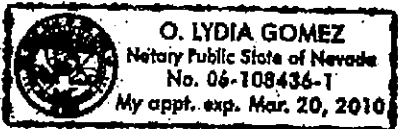
CONTRACTOR/LABORER/SUPPLIER:
Silver State Marble

By: David Allsopp 

Title: OWNER, OFFICER or PARTNER

STATE OF Nevada)
) ss.
COUNTY OF Clark)

On this 17th day of December, 2008 personally appeared before me, a Notary Public, DAVID ALLSOPP who
(OWNER, PARTNER, OFFICER SIGNING ABOVE)
acknowledged to me that (s)he has read the foregoing, that the same is true and correct and that (s)he is authorized to execute the same.



O. Lydia Gomez
NOTARY PUBLIC, in and for said County and State

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 6972

Payment Amount: \$27,509.40

Payment Period: 9/29/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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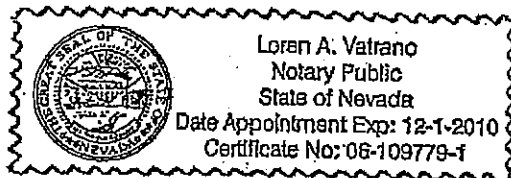
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 29 day of September, 2008.

Subscribed and sworn before me this 29th
Day of September
Notary Public: Loren A. Vatrano
My commission expires: 12-1-2010

Southern Nevada Paving
By: James Lawlor
Its: Contract Billing Specialist

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC-Tower

Property Location: 2755 Las Vegas Blvd. South

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 914066 / APP # 17

Payment Amount: \$3,510,635

Payment Period: 12/01/2008-12/31/2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment of the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 11th day of December, 2008.

Subscribed and sworn before me this 11

Day of December, 2008

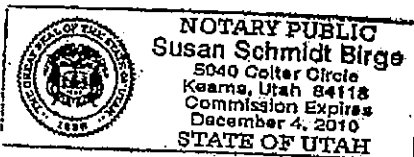
Notary Public: Susan Schmidt Birge By: Laurie Edsberg

My commission expires: 12-4-2010

ThyssenKrupp Elevator

Its: Laurie Edsberg- Regional Billing Analyst

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: Tower at 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Invoice / Payment Application Number: Pay App #25, Tower, Job #10200

Payment Amount: \$32,900,061.56 ✓

Payment Period: 1-31 December, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

TURNBERRY WEST CONSTRUCTION, INC.

By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
NORTH PODIUM

Property Name: Fontainebleau Podium-Owner: Fontainebleau Las Vegas, LLC,
Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 6-15-NP-1P-Rev.

Payment Amount: \$ 314,606.00

Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid or invoiced.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 19th day of December, 2008.

Subscribed and sworn before me this 19th
Day of December, 2008
Notary Public
My commission expires: 6/24/10

W&W Steel, LLC

By: Terrell Driskill
Terrell Driskill
Its: Sr. VP Credit Manager

Notary



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 3

Payment Amount: \$ 1,394,371.00

Payment Period: 12-01-2008 to 12-31-2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

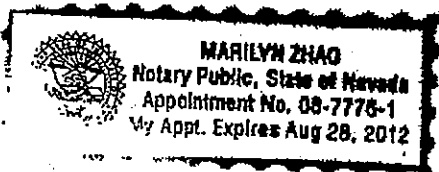
Dated this 18 day of December, 2008.

Z GLASS INC.

Subscribed and sworn before me this 18
Day of December 2008
Notary Public: Marilyn Zhao
My commission expires: 8/28/12

By: [Signature]
Its: President

Notary Stamp



UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 13

Payment Amount: \$ 5,381,864.00

Payment Period: thru 11/ 30/ 2008

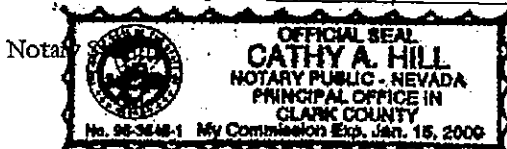
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Cathy A. Hill
My commission expires: 1-15-2009



Aderholt Specialty Company Inc

By: Sherry Aderholt

Its: President

Print Name: Sherry Aderholt

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 18

Payment Amount: \$ 28,000.00

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____

American Crane & Hoist Erectors, LLC

Subscribed and sworn before me this _____

Day of _____

Notary Public: _____

My commission expires: _____

Notary Stamp

By: _____

Its: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 11

Payment Amount: \$ 1,456,971.30

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

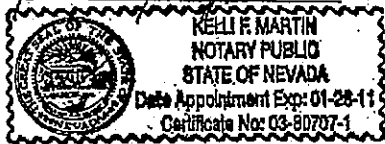
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 11/30/11

Notary Stamp



Architectural Materials

By: STEVEN MARLOWE [Signature]

Its: S.R. PROJECT MANAGER

Print Name: STEVEN MARLOWE

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower Pay App 19

Payment Amount: \$ 10,620,598.50

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

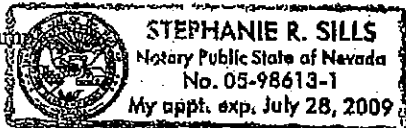
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31 day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Stephanie R Sills
My commission expires: 07/28/09

Notary Stamp



Bombard Electric

By: [Signature]

Its: President

Print Name: Kenneth A. Kefalas

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 16

Payment Amount: \$ 1,236,283.00

Payment Period: thru 11/30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Bombard Mechanical

By: _____

Its: _____

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA 23

Payment Amount: \$ 828,772.00

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Colasanti Specialty Services, Inc

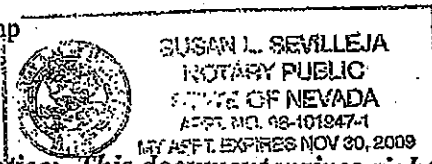
Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: [Signature]
My commission expires: November 30, 2009

By: [Signature]

Its: Project Manager

Print Name: Patricia Prescott

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 20

Payment Amount: \$ 554,629.00

Payment Period: thru 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

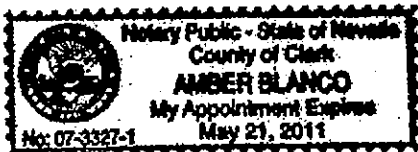
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30 day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

Notary Stamp



Desert Fire Protection, Inc

By: Linda Duff

Its: ASST. SECRETARY

Print Name: LINDA DUFF

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 25

Payment Amount: \$ 3,496,780.00

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

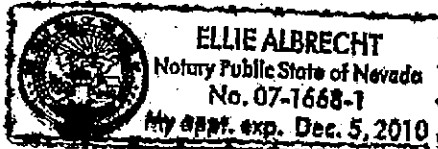
Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5, 2010

Desert Plumbing & Heating Co, Inc

By: [Signature]
Its: Controller

Print Name: Cindy Foster

Notary Stamp.



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay.App Number: Tower PA # 6

Payment Amount: \$ 122,946.09

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of DECEMBER, 2008.

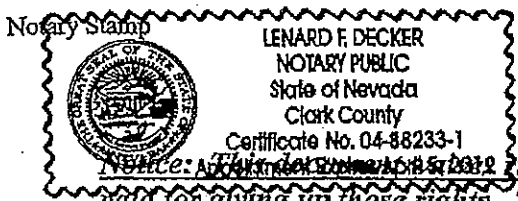
Subscribed and sworn before me this 30th
Day of DECEMBER 2008
Notary Public Lenard F. Decker
My commission expires: 4-9-2012

Door-Ko Inc.

By: Dale S. Kooker

Its: PRESIDENT

Print Name: DALE S. KOOKER



Notice: Affirmation of Commission Expires 4-9-2012 rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA 10

Payment Amount: \$ 133,438.00

Payment Period: 11 / 30 / 2008

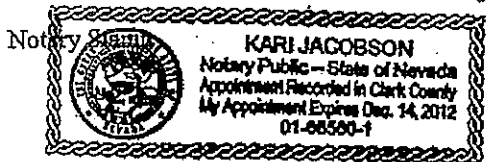
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th Day of December, 2008.

Subscribed and sworn before me this 30th
Day of December 2008
Notary Public: Kari Jacobson
My commission expires: 12-14-2012



Eberhard Southwest Roofing, Inc

By: Paul McKellar

Its: Vice President

Print Name: Paul McKellar

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 12

Payment Amount: \$ 459,006.77

Payment Period: thru 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: *[Signature]*
My commission expires: 11-9-10

Notary Public - State of Nevada
County of Clark
MARIE HERNANDEZ
My Appointment Expires
November 9, 2010
No. 98-22813-1

F. Rodgers, Corp.

By: *[Signature: Marcia Crites]*

Its: Marcia Crites
Accounts Receivable Manager

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South,

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 2

Payment Amount: \$ 69,264.00

Payment Period: thru 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Freeman's Carpet Service

By: _____

Its: _____

Print name: _____

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 14

Payment Amount: \$ 785,332.44

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim of payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____
Notary Public: _____
My commission expires: _____

Notary Stamp

Gallagher-Kaiser Corp

By: _____

Its: _____

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 3

Payment Amount: \$ 90,862.45

Payment Period: thru 11 /30 /08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public,
My commission expires: Jan 28, 2011

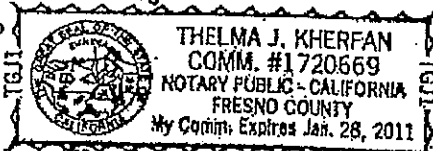
Geo Cell Solutions

By: 

Its: 

Print Name: Donald L. Hoken

Notary Stamp



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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 7

Payment Amount: \$ 39,087.00

Payment Period: thru 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

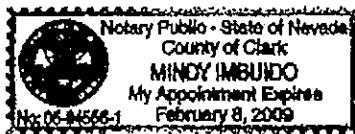
Dated this 30th day of December, 2008

Henri Specialties Co, Inc

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: *Mindy Imbudo*
My commission expires: 02/08/09

By: *[Signature]*
Its: President

Notary Stamp



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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 1

Payment Amount: \$ 12,736.06

Payment Period: 11 /30 /08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30 day of December, 2008

Subscribed and sworn before me this 30th

Day of December, 2008

Notary Public: [Signature]

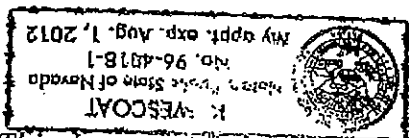
My commission expires: August 1st, 2012

Insulpro Projects, Inc.

By: [Signature]

Its: Sheryl R. Johnson / Office Manager

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA 9

Payment Amount: \$ 645,501.60

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____
Notary Public: _____
My commission expires: _____

Notary Stamp

Midwest Pro Painting, Inc

By: _____

Its: _____

Print Name: _____

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turuberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 2

Payment Amount: \$ 75,710.37

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 2 day of Jan, 2009.

Subscribed and sworn before me this 2
Day of Jan
Notary Public: [Signature]
My commission expires:



Patricia A. Howley
Notary Public
State of New Jersey
My Comm. Exp. 8-29-2011

Notary Stamp

Miele, Inc.

By: Julie Marsad
Its: Accounting Manager

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA 20

Payment Amount: \$ 497,998.94

Payment Period: 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____

Subscribed and sworn before me this _____
Day of _____
Notary Public: _____
My commission expires: _____

Notary Stamp

Pacific Coast Steel

By: _____

Its: _____

Print Name: _____

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 3

Payment Amount: \$ 48,942.90

Payment Period: thru 11 /30 /08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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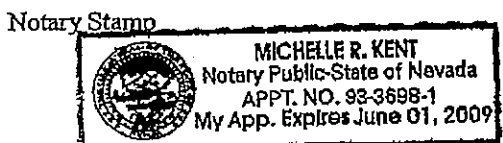
Dated this 30th day of December, 2008.

Paramount Management Ent.

Subscribed and sworn before me this
Day of 30th December 2008
Notary Public: Michelle Kent
My commission expires: 6-1-09

By: [Signature]
Its: Owner

Print Name: Matt Beavers



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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA 18

Payment Amount: \$ 671,984.00

Payment Period: thru 11/25/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 5th day of December, 2008.

Republic Crane Service, LLC

Subscribed and sworn before me this 5th
Day of December 2008
Notary Public: Melissa Nicoletti
My commission expires: 7/27/2012

By: [Signature]
Its: Project Manager

Notary Stamp

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-9316-1
MY APPT. EXPIRES JULY 27, 2012

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA 20

Payment Amount: \$ 409,093.00

Payment Period: thru 11 / 25 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Republic Tower & Hoist, LLC

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Notary Stamp

By: _____

Its: _____

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 9

Payment Amount: \$ 2,014,295.24

Payment Period: 11/30/08

The undersigned has been paid and has received a progress payment of the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____,

Silver State Marble

Subscribed and sworn before me this _____

Day of _____,

Notary Public: _____

My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 16

Payment Amount: \$ 1,046,944.00

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated this 30th day of December, 2008.

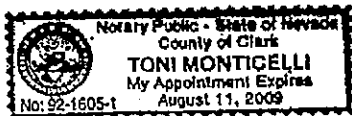
Subscribed and sworn before me this 30th

Day of December, 2008

Notary Public: Toni Monticelli

My commission expires: _____

Notary Stamp



ThyssenKrupp Elevator

By: Ron Harknell

Its: District Manager

Print Name: Ron Harknell

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Invoice / Payment Application Number: Pay App #24, Tower, Job #10200

Payment Amount: \$39,615,210.43 ✓

Payment Period: 1-30 November, 2008

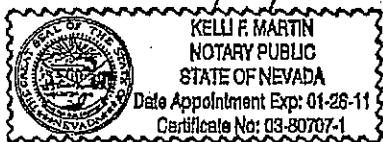
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material, men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 12/26/11



TURNBERRY WEST CONSTRUCTION, INC.

By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower Pay App 2

Payment Amount: \$ 1,411,396.00

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30 day of December, 2008.

Z Glass, Inc.

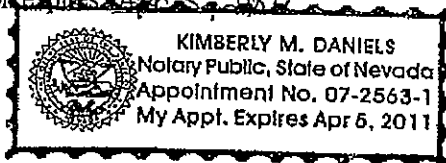
Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: Kimberly Daniels
My commission expires: Apr 5, 2011

By: [Signature]

Its: President

Print Name: Steve Miller

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower Pay App 21

Payment Amount: \$ 4,293,135.32

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

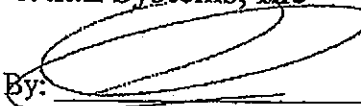
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

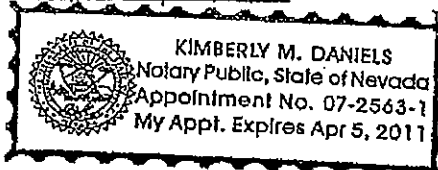
Dated this 30 day of December, 2008.

Zetian Systems, Inc

Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: Kimberly M Daniels
My commission expires: Apr 5, 2011

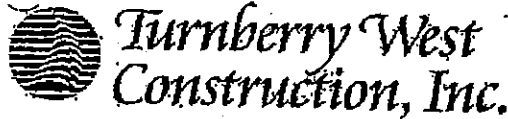
By: 

Notary Stamp



Its: SR Project Manager
Print Name: Craig Van Mossevelde

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, LLC
Invoice/Payment Application Number: #12
Payment Amount: \$ 149,791.00
Payment Period: Through December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

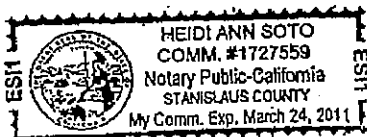
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: December 16, 2008

Subscribed and sworn before me this: Aderholt Specialty Company, Inc.
16 Day of December, 2008 (Company Name)

Notary Public: [Signature] By: [Signature]
My commission expires: March 24, 2011
Print Name: Sheroy Aderholt
Title: President

Notary Stamp



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: INV#906/PAY APP# 22-GARAGE

Payment Amount: \$ 470,844.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

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Dated this 17th day of December, 2008.

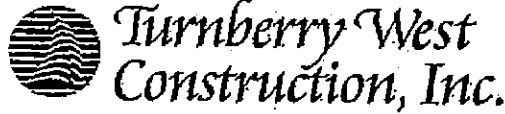
Subscribed and sworn before me this 17th
Day of DECEMBER 2008
Notary Public: [Signature]
My commission expires: 8/27/2013

COLASANTI SPECIALTY SERVICES, INC.

By: [Signature]

Donald W. Kosnik, Vice President

Notary Stamp
DENISE K. WEISHAUP
Notary Public, Meconb County, MI
My Commission Expires August 27, 2013



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 7

Payment Amount: \$ 35,512.78

Payment Period: Through 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

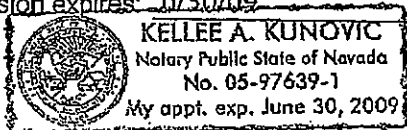
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12/18/08

Subscribed and sworn before me this: 18th Day of December, 2008

Notary Public: Kellee A. Kunovic

My commission expires: 6/30/09



Notary Stamp

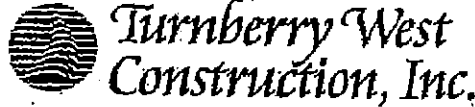
Commercial Roofers, Inc.
(Company Name)

By: [Signature]

Print Name: Dennis Conway

Title: Vice President

Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC & Fontainebleau Las Vegas II, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West
Invoice/Payment Application Number: 20
Payment Amount: \$2,984,652.01
Payment Period: Through 12-15-08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12-19-08

Subscribed and sworn before me this: 19 Day of Dec 2008 CONTI ELECTRIC, INC. (07-022) (Company Name)

Notary Public Denise Marzetti By: M.E. Browder
My commission expires:

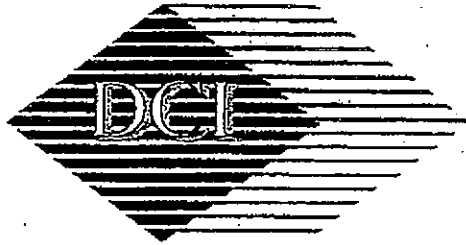


Denise Marzetti
Notary Public, Tazewell Co., VA
Acting in the Co. of Malcomb
My Commission expires 07/17/2011

Notary Stamp

Print Name: M.E. Browder
Title: Controller

Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366



D'Alessio Contracting, Inc.

5017 W. Diablo Dr.
Las Vegas NV 89118
Phone (702) 876-9601
Fax (702) 579-4770
license #52313 & #52314

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice/Payment Application Number: 10752

Payment Amount: \$555,038.00

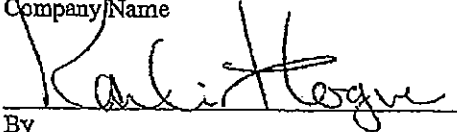
Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated: 12/17/2008

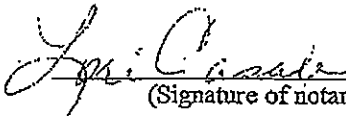
D'Alessio Contracting, Inc.
Company Name

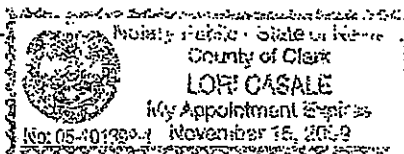


By
Project Administrator

State of Nevada
County of Clark

This instrument was acknowledged before me on this 17th day of December 2008 by Lori Casale.


(Signature of notarial officer)



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: FB-0002-21

Payment Amount: \$ 649,366.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

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Dated this 17th day of December, 2008.

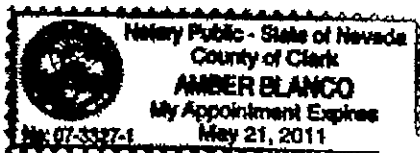
Subscribed and sworn before me this 17th
Day of December 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

DESERT FIRE PROTECTION, L.P.

By: Linda Duff

Its: Assistant Secretary

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name:	<u>FONTAINEBLEAU LAS VEGAS, LLC FONTAINEBLEAU LAS VEGAS II, LLC</u>
Property Location:	<u>2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA</u>
Undersigned's Customer:	<u>TURNBERRY WEST CONSTRUCTION, INC.</u>
Invoice/Payment Application Number:	<u>GARAGE INV # TWENTY-ONE(21)</u>
Contract Number:	<u>300DES154001</u>
Payment Amount:	<u>\$ 910,158.00</u>
Payment Period:	<u>December 11, 2008</u>

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to the payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials, or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: December 18, 2008

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

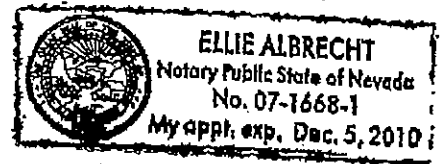
By: 
CINDY FOSTER
Its: CONTROLLER

State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18TH day of December, 2008


NOTARY PUBLIC, in and for said County and State.



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU LAS VEGAS, LLC FONTAINEBLEAU LAS VEGAS II, LLC

Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA

Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.

Invoice/Payment Application Number: GARAGE (HYDRONIC) INV # SEVENTEEN (17)

Contract Number: 300DPH151801

Payment Amount: \$ 1,232,965.00

Payment Period: December 11, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to the payment rights that the undersigned has on the above described Property to the following extent:

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Dated: December 18, 2008

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

By: *Cindy Foster*
CINDY FOSTER
Its: CONTROLLER

State of NEVADA)
County of CLARK) ss.

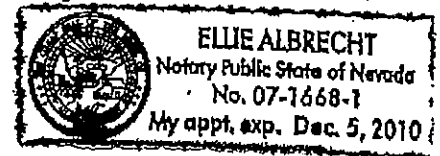
The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER

dated this 18TH day of December, 2008

Ellie Albrecht

NOTARY PUBLIC, in and for said County and State.



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 6

Payment Amount: \$189,765.83

Payment Period: 12/01/08-12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
day of December, 2008

Notary Public: S.M. Pomeroy

My commission expires: S.M. Pomeroy

Notary Stamp

Notary Public
Macomb County, MI
My Comm. Exp. 07-16-2012

Eugenio Painting Company

By: Michael Eugenio

Michael Eugenio

Its: President

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Garage/Convention Center/Central Plant
Property Location: 2845 S. Las Vegas Blvd., Las Vegas, NV 89119
Undersigned's Customer: Turnberry West Construction
Invoice / Payment Application #: 53618 #12
Payment Amount: \$ 4,239.58
Payment Period: December 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

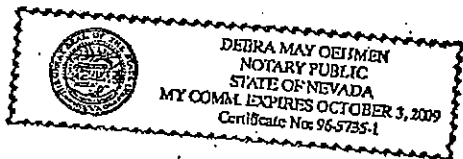
This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are subject of this waiver and release.

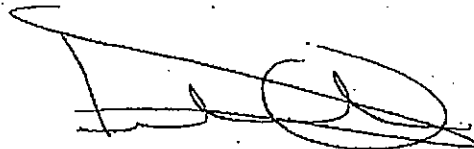
Date: 12/18/08

FISK TECHNOLOGIES
Company Name

By: 

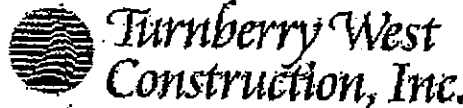
Its: John Seli - Division Controller





[Execution Copy]

SDM62130



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, LLC
Invoice/Payment Application Number: Invoice 2412/ Application #18 Garage/Conv. Ctr/Cent. Plt.
Payment Amount: \$ 1,247,535.47
Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

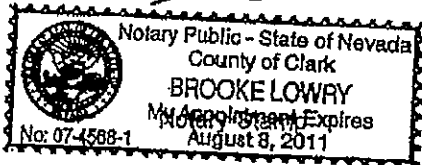
DATED: 12/17/08

Subscribed and sworn before me this: 17 Day of December, 2008 Gallagher-Kaiser Corporation (Company Name)

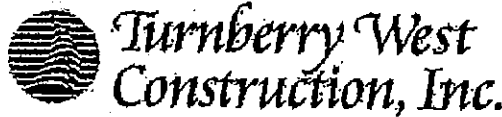
Notary Public: [Signature] My commission expires: August 8, 2011 By: [Signature]

Print Name: Harold Lindenbaum

Title: Director



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, LLC

Invoice/Payment Application Number: Invoice 2410 / Application #6 Resort Garage/Ballroom/C-C Doors / Frames / Finished Hardware

Payment Amount: \$85,099.72

Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

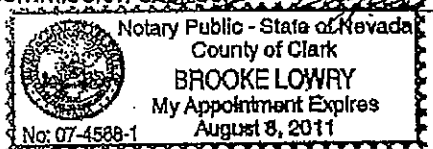
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12/17/08

Subscribed and sworn before me this: 17th Day of December, 2008 Gallagher-Kaiser Corporation (Company Name)

Notary Public: [Signature] My commission expires: August 8, 2011 By: [Signature]



Notary Stamp

Print Name: Harold Lindenbaum

Title: Director

Turnberry West Construction, Inc. 2755 Las Vegas Blvd. S. Las Vegas, NV 89109 (702) 495-7360 FAX (702) 495-7366

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV 300GEO072401

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 6328-09

Payment Amount: \$ 1,078,631.00

Payment Period: December 31st, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

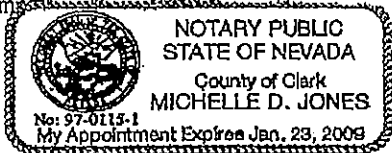
Dated this: December 17, 2008

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: Michelle D. Jones
My commission expires: 1/23/09

GEORGE M. RAYMOND CO.

By: [Signature]
Its: VP

Notary Stamp



Johnson Controls



**GCCCP (10-300)
CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
JCI PROJECT NUMBER: 7PA4-0005**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 18

Payment Amount: \$ 197,714.00

Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

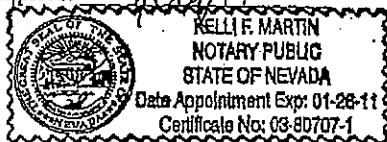
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 22nd day of December, 2008

Subscribed and sworn before me this 22nd
Day of December, 2008
Notary Public: [Signature]
My commission expires: 11/20/11

Notary Stamp



Johnson Controls, Inc.

By: [Signature]

Printed: LEWIS TO S. MAMUA

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 6

Payment Amount: \$ 1,736,210.63

Payment Period: 12/31/2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: Lisa M Henry
My commission expires: 1-9-10

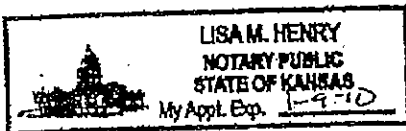
Company MIDWEST Drywall

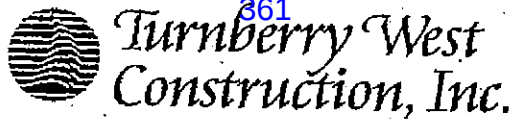
By: Denis Dieker (Printed Name)

Its: Treasurer

DDK

Notary Stamp





CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 13094 / #7

Payment Amount: \$ 341,248.00

Payment Period: Through 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12/9/08

Subscribed and sworn before me this: 9th Day of December, 2008

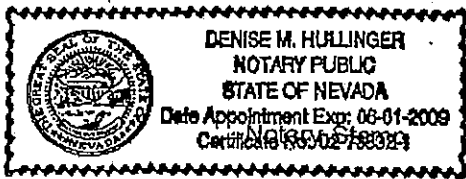
Moderusold of Nevada, LLC (Company Name)

Notary Public: Denise M. Hullinger My commission expires: June 1, 2009

By: [Signature]

Print Name: GLEN SURPSTEN

Title: Vice President



Turnberry West Construction, Inc. 2755 Las Vegas Blvd. S. Las Vegas, NV 89109 (702) 495-7360 FAX (702) 495-7366

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC
Fontainebleau Parking Garage / Convention Center

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: INV.# 107233, PAY APP.#21

Payment Amount: \$ 34,582.50

Payment Period: THRU DECEMBER 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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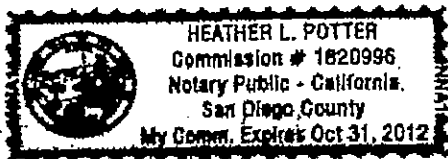
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 11TH day of December 2008

Subscribed and sworn before me this 11TH
Day of December, 2008
Notary Public Heather L. Potter
My commission expires: Oct 31, 2012

Pacific Coast Steel
By: [Signature]
Its Janessa Finley - Acct.

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: #5

Payment Amount: \$ 254,637.00 ✓

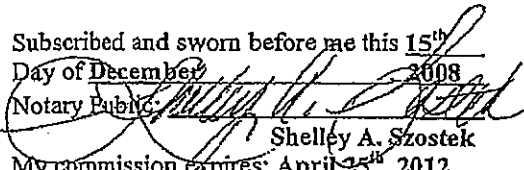
Payment Period: 12/15/08


Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

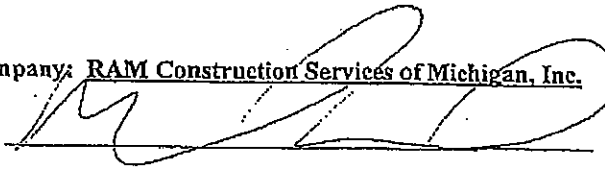
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 15th day of December, 2008.

Subscribed and sworn before me this 15th
Day of December, 2008
Notary Public: 
Shelley A. Szostek
My commission expires: April 25th, 2012

Notary Stamp
SHELLEY A. SZOSTEK
NOTARY PUBLIC, STATE OF NV
COUNTY OF CLATSOP
MY COMMISSION EXPIRES: APRIL 25, 2012
NOTICE IN COUNTY OF 

Company: RAM Construction Services of Michigan, Inc.

By: 

Its: Mire Markovski, Controller

REVISED

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fontainebleau Parking Garage P.O. # 400RCS074003
IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$90,657 and covers work through 12/31/2008. This release is contingent upon receipt of \$90,657, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Republic Crane Service, LLC

Subscribed and sworn to before me this 1st day of December 2008

Notary Public: *Melissa Nicole*

Signature

Anthony Jackson

12/12/2008

Date

My Commission Expires: *12/31/2012*
MELISSA NICOLE
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8916-1
MY APPT. EXPIRES JULY 27, 2012

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fontainebleau GARAGE/CONVENTION CENTER P.O. # 400RCS014003
IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$41,212 and covers work through 12/31/2008 . This release is contingent upon receipt of \$41,212 , but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to before me this 11th day of December 2008
Notary Public: *Melissa Nicoletti*
My Commission expires: 7/27/2012

Anthony Jackson
Signature
Anthony Jackson
Date
12/11/2008

Republic Towers & Hoist, LLC
Company

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 08-8816-4
MY APPT. EXPIRES JULY 27, 2012

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau - Garage/Convention

Property Location: 2775 Las Vegas Boulevard South; Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc

Invoice/Payment Application Number: 8051


Payment Amount: \$30,962.00

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated: December 18th, 2008

SAFE Electronics, Inc.
(Company Name)


By: Leslie Foster
Its: Comptroller

SAFE Job #3805

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 20

Payment Amount: \$180,670.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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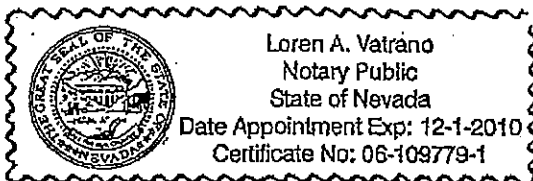
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 12-1-2010

Notary Stamp

Southern Nevada Paying
By: [Signature]
Its: Contract Billing Specialist



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC-Garage

Property Location: 2755 Las Vegas Blvd. South

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Pay App Number: 914070 / APP #16

Payment Amount: \$868,896 ✓

Payment Period: 12/01/2008-12/31/2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment of the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 11th day of December, 2008.

Subscribed and sworn before me this 11

Day of December, 2008

Notary Public: Susan Schmidt Birge

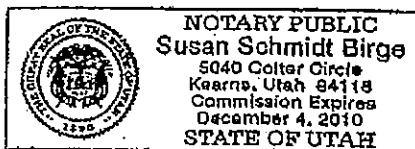
My commission expires: 12-4-2010

ThyssenKrupp Elevator

By: *Laurie Edsberg*

Its: Laurie Edsberg- Regional Billing Analyst

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: Parking Garage, Convention Center, Central Plant at
2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Invoice / Payment Application Number: Pay App #25, Garage/CC/CP, Job #10300

Payment Amount: \$15,204,162.07 ✓

Payment Period: 1-31st December, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

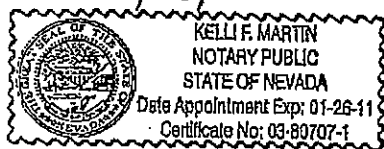
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 11/20/11

TURNBERRY WEST CONSTRUCTION, INC.
By: Robert W. Oehrli
Its: Project Controller

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 07-642-16

Payment Amount: \$ 406,585.34

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 16th day of December, 2008.

Subscribed and sworn before me this 16th
Day of December, 2008
Notary Public: Cheryl Chrzanowski
My commission expires: 3/19/2012

Universal Piping, Inc
By: [Signature]
Its: Vice President

Notary Stamp

CHERYL ANN CHRZANOWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 19, 2012
ACTING IN COUNTY OF Oakland

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
NRS 108 SEC 26, 4 (a)

Property Name: Fontainebleau Las Vegas-Garage #10300
Property Location: 2755 Las Vegas Blvd, Las Vegas, NV
Undersigned's Customer: Turnberry West Construction, Inc.
Invoice/Payment Application Number: 2
Payment/Amount: \$10,105.27
Payment Period: 31-Dec-08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: 11-Dec-08

WACO Scaffolding & Equipment, Inc.

(Company Name)

By:

[Signature]

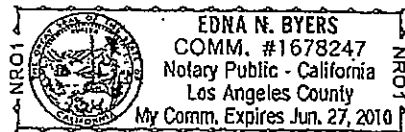
Its:

Branch Manager

Subscribed and sworn to me this 11th day of

Dec. 2008

Edna N. Byers
Notary Public In and for said County and State



RECEIVED

DEC 15 2008

TURNBERRY WEST
CONSTRUCTION

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 11 Fireproofing

Payment Amount: \$ 1,096,124.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

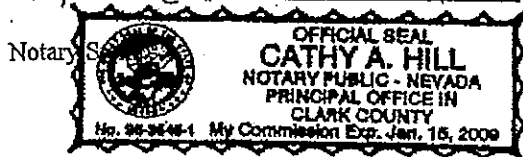
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December
Notary Public: Cathy A Hill
My commission expires: 1-15-2009

Adherholt Specialty Company

Print Name: Cherry Adherholt
By: [Signature]
Its: President



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 9

Payment Amount: \$ 74,824.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Melissa Nicoletti
My commission expires: 7/27/2012

Notary Stamp:

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8315-1
MY APPT. EXPIRES JULY 27, 2012

American Crane & Hoist Erector

By: [Signature]
Its: Project Manager

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 4

Payment Amount: \$ 2005.90

Payment Period: 10/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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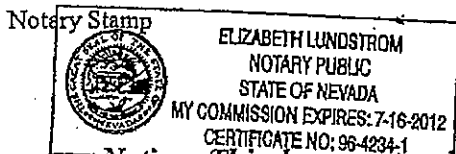
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Elizabeth Lundstrom
My commission expires: 7-16-2012

Clark County Fence

By: Randy L. Erickson
Its: owner/partner



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: PARKING GARAGE PA 21

Payment Amount: \$ 1,928,135.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Colasanti Speciality Svcs

Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: [Signature]
My commission expires: November 30, 2009

Print Name Patricia Prescott
By: [Signature]
Its: Project Manager

Notary Stamp: SUSAN L. SEVILLEJA
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 08-101847-1
MY APPT. EXPIRES NOV 30, 2009

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: PARKING GARAGE PA 6

Payment Amount: \$ 86,843.10

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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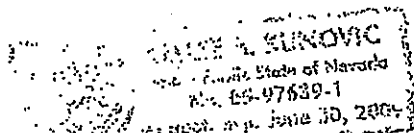
Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: [Signature]
My commission expires: 10/30/09

Commerical Roofers

Print Name [Signature]
By: [Signature]
Its: Vice President

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: PARKING GARAGE PA 19

Payment Amount: \$ 3,772,564.65

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Conti Electric Inc

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Print Name _____

By: _____

Its: _____

Notary Stamp

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 9

Payment Amount: \$ 646,844.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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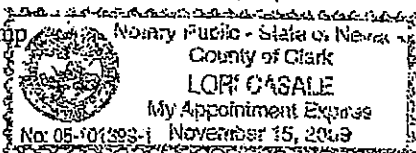
Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: Lori Casale
My commission expires: 11/15/19

D'Alessio Contracting Inc

Print Name: Karli Hagne
By: Karli Hagne
Its: Project Administrator

Notary Stamp



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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 20

Payment Amount: \$ 1,333,600.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

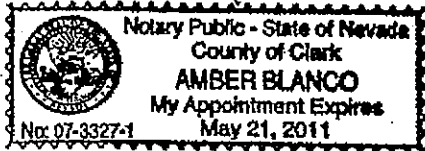
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30 day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

Notary Stamp



Desert Fire Protection

Print Name LINDA DUFF
By: Linda Duff
Its: ASST. SECRETARY

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage Hydronics PA 16

Payment Amount: \$ 913,825.00

Payment Period: thru 11/11/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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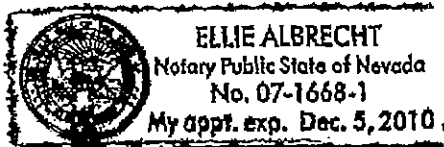
Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5, 2010

Desert Plumbing & Heating

Print Name Gino Foster
By: [Signature]
Its: Contractor

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 20

Payment Amount: \$ 1,124,075.00

Payment Period: thru 11/11/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec-5, 2010

Desert Plumbing & Heating

Print Name Sindy Foster
By: [Signature]
Its: Controller

Notary Stamp



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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA #5

Payment Amount: \$ 128,827.31

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008.

Notary Public: S.M. Pomeroy
My commission expires: S.M. Pomeroy

Notary Stamp

Notary Public
Macomb County, MI
My Comm. Exp. 07-16-2012

EUGENIO PAINTING CO

Print Name: Michael Eugenio

By: Michael Eugenio

Its: President

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 11

Payment Amount: \$ 12,887.23

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____,

Fisk Electric

Subscribed and sworn before me this _____

Day of _____,

Notary Public: _____

My commission expires: _____

By: _____

Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 5 (Doors)

Payment Amount: \$ 106,987.57

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Gallaher-Kaiser Corporation

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Print Name _____
By: _____
Its: _____

Notary Stamp

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 17

Payment Amount: \$ 3,940,451.57

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment of the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Gallaher-Kaiser Corporation

Print Name _____
By: _____
Its: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: PARKING GARAGE PA 8

Payment Amount: \$ 1,112,561.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

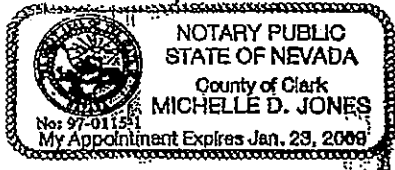
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Michelle D. Jones
My commission expires: 1/23/09

Notary Stamp



George Raymond Co.

Print Name Kim Lorcht Kim Lorcht
By: [Signature]
Its: VP

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 17

Payment Amount: \$ 445,355.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property of the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Johnson Controls Inc

Print Name _____
By: _____
Its: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 2

Payment Amount: \$ 364,320.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

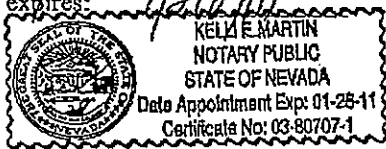
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: [Signature]
My commission expires: [Signature]

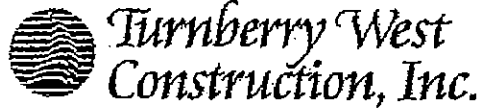
Notary Stamp



L&P INTERIORS

Print Name Kevin Goldner
By: [Signature]
Its: Project Manager

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.



UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 5

Payment Amount: \$1,045,643.89

Payment Period: 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are subject of this waiver and release.

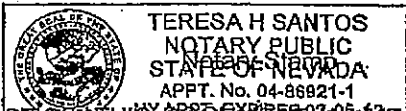
DATED: 12/30/2008

Subscribed and sworn before me this 30 Day of December, 2008 Midwest Drywall Co., Inc. (Company Name)

Notary Public: [Signature] By: [Signature]

My commission expires: 2-5-2012 Print Name: JOSE "PITO" VARGAS

Title: PROJECT MANAGER



NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Turnberry West Construction, Inc. 2755 Las Vegas Blvd. S. Las Vegas, NV 89109 (702) 495-7360 FAX (702) 495-7366

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 6

Payment Amount: \$ 464,693.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Handwritten signature: "CHECK NOTED"

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

ModernFold of Nevada

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Print Name _____
By: _____
Its: _____

Notary Stamp

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 24

Payment Amount: \$ 31,938.26

Payment Period: 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any right under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Check Not PAID

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____,

Pacific Coast Steel

Subscribed and sworn before me this _____

Day of _____,

Notary Public: _____

My commission expires: _____

Print Name _____

By: _____

Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage 058001 PA 4 Expansion Control

Payment Amount: \$ 636,159.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____, _____
Notary Public: _____
My commission expires: _____

Notary Stamp

Ram Construction Svcs of Michigan

Print Name _____
By: _____
Its: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 4 Traffic Coating

Payment Amount: \$ 45,305.00

Payment Period: 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Handwritten signature: ONOKI

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Ram Construction Svcs of Michigan

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Print Name _____

By: _____

Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: PARKING GARAGE PA 18

Payment Amount: \$ 121,930.00

Payment Period: thru 11/26/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this 3rd
Day of December
Notary Public: Melissa Nicoletti
My commission expires: 7/27/2012

Notary Stamp

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012

Republic Crane Service

By: [Signature]
Its: Project Manager

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 17

Payment Amount: \$ 45,414.00

Payment Period: 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December 2008
Notary Public: *[Signature]*
My commission expires: 7/27/2012

Notary Stamp

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8318-1
MY APPT. EXPIRES JULY 27, 2012

Republic Tower & Hoist

By: *[Signature]*
Its: Project Manager

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: PARKING GARAGE PA 15

Payment Amount: \$ 94,977.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:-

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____

NOT PAID

Subscribed and sworn before me this _____
Day of _____
Notary Public: _____
My commission expires: _____

Notary Stamp

Safe Electronics

Print Name _____
By: _____
Its: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: PARKING GARAGE PA 19

Payment Amount: \$ 3990.00

Payment Period: 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned has actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____,

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Southern Nevada Paving

Print Name _____
By: _____
Its: _____

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 15

Payment Amount: \$ 589,805.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

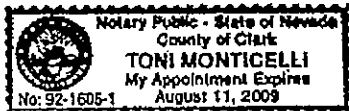
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Toni Monticelli
My commission expires: _____

Notary Stamp



ThyssenKrupp Elevator

Print Ron Harrell
By: Ron Harrell
Its: District Manager

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #24-Garage/CC/CP, Job #10300**

Payment Amount: **\$23,838,636.16**

Payment Period: **1-30th November, 2008**

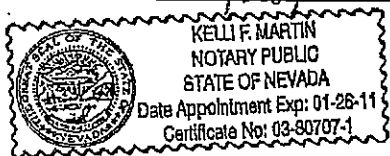
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material, men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.

By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage 156401.PA 15

Payment Amount: \$ 200144.45

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Cheryl Chrzanowski
My commission expires: 3/19/2012

Notary Stamp
CHERYL ANN CHRZANOWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 19, 2012
ACTING IN COUNTY OF Oakland

Universal Piping Inc
Print Name: Daniel Clifford
By: [Signature]
Its: Vice President

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Convention Center/Parking Garage

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: 6-13-29P

Payment Amount: \$2,253,245.00

Payment Period: November 30, 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 29th day of December, 2008.

W & W Steel, LLC

Subscribed and sworn before me this 29th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 6/24/10

By: [Signature]
Its: Sr. VP, Credit Manager

Notary Stamp



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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: PARKING GARAGE PA 1

Payment Amount: \$ 68,328.90

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____

WACO SCAFFOLDING

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Print Name _____
By: _____
Its: _____

Notary Stamp

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CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU LAS VEGAS, LLC ,FONTAINEBLEAU LAS VEGAS II,LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Invoice/Payment Application Number: TRAILER COMPOUND INV # THIRTEEN (13)
 Contract Number: 400DES015002
 Payment Amount: \$ 724.00
 Payment Period: December 11, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to the payment rights that the undersigned has on the above described Property to the following extent:

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Dated: 12/18/08 DESERT PLUMBING & HEATING CO., INC.
(Company Name)

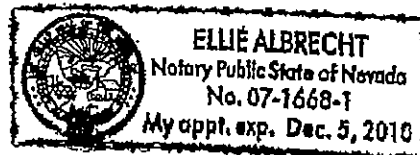
By: *Cindy Foster*
CINDY FOSTER
Its: Controller

State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18TH day of December, 2008

Ellie Albrecht
NOTARY PUBLIC, In and for said County and State.



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Site Dewatering- 10100
Property Location: 2845 S. Las Vegas Blvd., Las Vegas, NV 89119
Undersigned's Customer: Turnberry West Construction
Invoice / Payment Application #: 53615 #18
Payment Amount: \$ 14,290,51
Payment Period: December 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Date: 12/18/08

FISK TECHNOLOGIES
 Company Name

By: [Signature]

Its: John Seli, Division Controller



[Signature]

[Execution Copy]

SD462130

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Invoice / Payment Application Number: Pay App #25, General Conditions, Job #10400

Payment Amount: \$2,503,096.19 ✓

Payment Period: 1-31, December 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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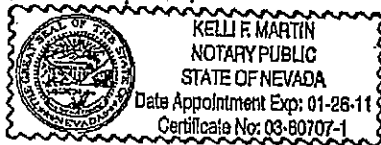
Dated this 31st day of December, 2008

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/20/11

TURNBERRY WEST CONSTRUCTION, INC.

By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

Notary Stamp



UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay-App Number: Trailer Compound PA 12

Payment Amount: \$ 2625.00

Payment Period: thru 11/11/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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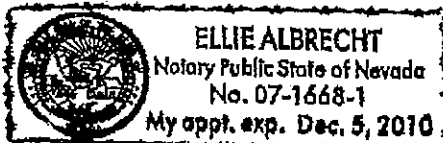
Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5, 2010

Desert Plumbing & Heating

By: [Signature]
Its: Controller / Cindy Foster

Notary Stamp



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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: GC017501 PA 17 Temp Power

Payment Amount: \$ 18,290.86

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____

Fisk Electric

Subscribed and sworn before me this _____

Day of _____

Notary Public: _____

My commission expires: _____

By: _____

Its: _____

Notary Stamp

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Invoice / Payment Application Number: Pay App #24, General Conditions Job #10400

Payment Amount: \$ 3,084,378.63 ✓

Payment Period: 1-30 November, 2008

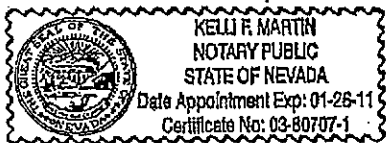
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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material, men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.
By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

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**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
NRS 108 SEC 26, 4(a)**

Property/Owner Name: Turnberry West Construction, Inc.

Property Location: Fontainebleau

Undersigned's Customer: Asanté Builders

Invoice/Payment Application Number: 8

Payment Amount: \$7,465.26

Payment Period: November-08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is draw, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated: 12/24/08

Asanté Builders
(Company Name)

By: 

Its: MANAGER
(Name and Title)

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fontainebleau PODIUM

P.O. # 400ACH014002

IN THE CITY OF Las Vegas

AND COUNTY OF Clark

AND STATE OF Nevada

This release is in the amount of \$8,500 and covers work through 12/31/2008. This release is contingent upon receipt of \$8,500, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to before me this 11th day

of December 2008

American Crane & Hoist Erectors, LLC
Company

Notary Public *Melissa Nicoletti*
My Commission Expires: 7/27/2012

Signature

Anthony Jackson

BY

12/11/2008
Date

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
MY APPT. EXPIRES JULY 27, 2012

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU PODIUM
Property Location: LAS VEGAS, NEVADA
Undersigned's Customer: TURNBERRY WEST CONSTRUCTION
Invoice/Payment Application Number: 26175 / 2
Payment Amount: \$1,775,835.00

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated: DECEMBER 12, 2008.

BOMBARD ELECTRIC LLC

By: 
Its: PRESIDENT

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: INV#907/PAY APP# 19-PODIUM

Payment Amount: \$ 2,227,444.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated this 17th day of December, 2008

Subscribed and sworn before me this 17th
Day of SEPTEMBER, 2008
Notary Public: [Signature]
My commission expires: 8/27/2013

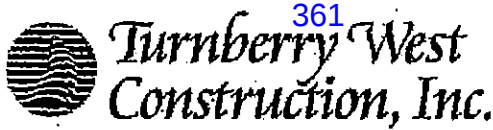
COLASANTI SPECIALTY SERVICES, INC.

By: [Signature]

Donald W. Kosnik, Vice President

Notary Stamp

DENISE K. WEISHAUP
Notary Public, Macomb County, MI
My Commission Expires August 27, 2013



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC - Podium 10500
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction
Invoice/Payment Application Number: 18
Payment Amount: \$1,121,458.15
Payment Period: Through 12-15-08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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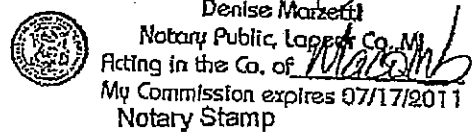
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DATED: 12-18-08

Subscribed and sworn before me this: 18 Day of Dec, 2008 Conti Electric, Inc. (07-024) (Company Name)

Notary Public: Denise Marzetti By: M.E. Browder

My commission expires: Print Name: M.E. Browder



Title: Controller

Turnberry West Construction, Inc. 2755 Las Vegas Blvd. S. Las Vegas, NV 89109 (702) 495-7360 FAX (702) 495-7366

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: FB-0003-16

Payment Amount: \$ 524,755.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated this 17th day of December, 2008

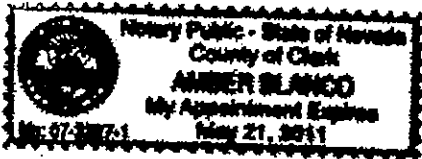
Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 5/21/2011

DESERT FIRE PROTECTION, L.P.

By: [Signature]

Its: Assistant Secretary

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU LAS VEGAS, LLC & FONTAINEBLEAU LAS VEGAS II, LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Contract Number: 500DES154001
 Invoice/Payment Application Number: PODIUM INV # TWENTY-ONE (21)
 Payment Amount: \$ 1,181,435.00
 Payment Period: December 11, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to the payment rights that the undersigned has on the above described Property to the following extent:

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Dated: December 18, 2008

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

By: 
CINDY FOSTER

Its: Controller

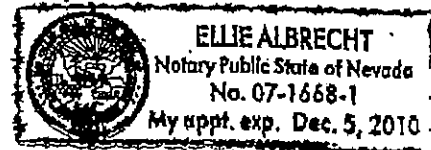
State of NEVADA)
) ss.
County of CLARK)

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER

dated this 18TH day of December, 2008


NOTARY PUBLIC, in and for said County and State.



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

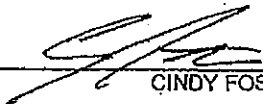
Property Name: FONTAINEBLEAU LAS VEGAS, LLC & FONTAINEBLEAU LAS VEGAS II, LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Invoice/Payment Application Number: PODIUM (Hydronic) INV # SIXTEEN (16)
 Contract Number: 500DPH151801
 Payment Amount: \$ 279,603.00
 Payment Period: December 11, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to the payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials, or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: December 18, 2008

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

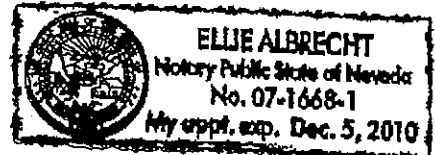
By: 
CINDY FOSTER
Its: CONTROLLER

State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18th day of DECEMBER, 2008


NOTARY PUBLIC, in and for said County and State.



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 4

Payment Amount: \$ 29,935.00

Payment Period: December 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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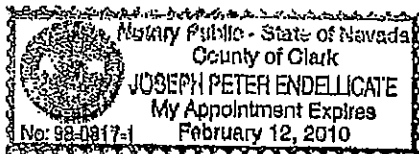
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 9th day of Dec, 2008.

Subscribed and sworn before me this 9th
Day of Dec, 2008
Notary Public: Joseph Peter Endellicate
My commission expires: Feb 12 2010

Door & Hardware Management Inc.
By: Steve Kedar
Its: PUN

Notary Stamp





F. RODGERS Corp.
INSULATION & SPECIALTY CONTRACTOR

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Podium

Property Location: 2755 Las Vegas Blvd.

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 15521039609 Thru 12/31/08

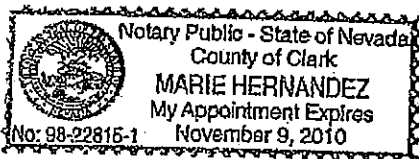
Payment Amount: \$ 58,883.32

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated: 12/18/08

F. Rodgers Corporation
(Company Name)



By: Deanna Boh

Its: Deanna Boh, Contract Administrator

State of Nevada
County of Clark

This instrument was acknowledged before me on this 18th day of December, 2008.

By: Marie Hernandez
My commission expires: 11-9-10

3451 W. MARTIN AVE., STE. A · LAS VEGAS, NV 89118 · TEL 702.597.1101 · FAX 702.597.1760
CONTR. LIC. 0058027, 0058028, 0064274, 0066818, 0067135, 0067481



F. RODGERS Corp.
INSULATION & SPECIALTY CONTRACTOR

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainbleau Spa

Property Location: 2755 Las Vegas Blvd S.

Undersigned's Customer: Turnberry West Construction, Inc

Invoice/Payment Application Number: 15581013607

Payment Amount: \$ 135,056.49

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated: December 17, 2008

F. Rodgers Corporation
(Company Name)



By: *Marie Hernandez*
Marie Hernandez

Its: Contract Administrator

State of Nevada
County of Clark

This instrument was acknowledged before me on this 17th day of December, 2008.

By: *Marcia A. Crites*
My commission expires: 7/7/10

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

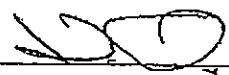
Property Name: Fontainebleau Podium
Property Location: 2845 S. Las Vegas Blvd., Las Vegas, NV 89119
Undersigned's Customer: Turnberry West
Invoice / Payment Application #: 53616/53617 #17
Payment Amount: \$ 39,807.00
Payment Period: December 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

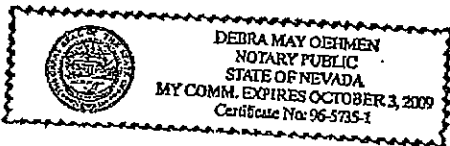
This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are subject of this waiver and release.

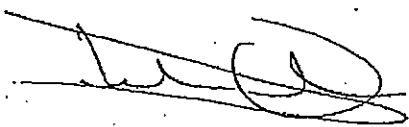
Date: 12/18/08

FISK TECHNOLOGIES
Company Name

By: 

Its: John Seli - Division Controller





[Execution Copy]

SDM462130



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, LLC
Invoice/Payment Application Number: Invoice 2411 / Application # 18 07-005MSFB Podium
Payment Amount: \$2,223,608.60
Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

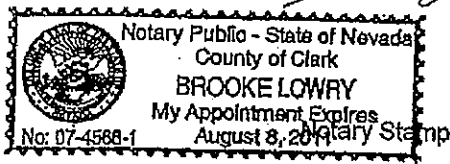
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12/17/08

Subscribed and sworn before me this: 17th Day of December, 2008, Gallagher-Kaiser Corporation (Company Name)

Notary Public: Brooke Lowry, My commission expires August 8, 2011. By: Harold Lindenbaum, Print Name: Harold Lindenbaum, Title: Project Director



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: #14

Payment Amount: \$ 407,745.00

Payment Period: 12/18/2008

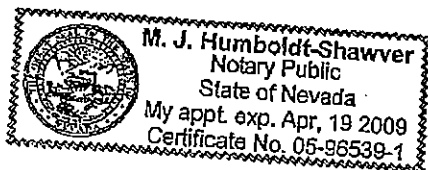
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 19th day of December, 2008.

Subscribed and sworn before me this 19th
Day of December, 2008
Notary Public: M. J. Humboldt-Shawver
My commission expires: 04/19/2009



Giroux Glass, Inc.
By: [Signature]
Stephanie Lamb
Its: General Manager/Partner

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV 500GEO92501.

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 6351-10

Payment Amount: \$ 1,134,546.00

Payment Period: November 30th, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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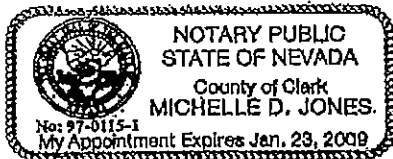
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 19th day of December 2008.

Subscribed and sworn before me this 19
Day of December 2008
Notary Public: Michelle D. Jones
My commission expires: 1/23/09

George M. Raymond Co.
By: [Signature]
Its: PRESIDENT.

Notary Stamp



ORIGINAL

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South and 2845 Las Vegas Blvd. South

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 4414-031INV

Project and Contract No. Fontainebleau Resorts Las Vegas


Payment Amount: \$ 27,933.22

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Before any recipient of this document relies on it, he or she should verify evidence of payment of the undersigned. The undersigned warrants that he or she either has already paid or will use the money he or she receives from this progress payment promptly to pay in full all of his or her laborers, subcontractors, material men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12/19/08

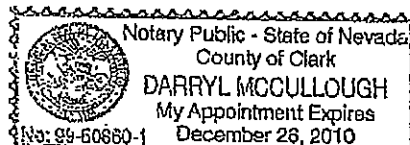


ITAL STONE, INC.
By: DIANA DEMARIA-VENTRE
Its: CHIEF FINANCIAL OFFICER

State of Nevada
County of Clark

Subscribed and sworn to before me this 19 day of
Dec 2008, by Diana De Maria - Ventre
Month Year Name of Signer

[Signature]
Signature of Notary Public



Johnson Controls



PODIUM (10-500)
CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
JCI PROJECT NUMBER: 7PA4-0004

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 19

Payment Amount: \$ 1,867,738.00

Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

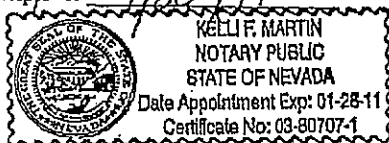
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Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this ___ day of December, 2008

Subscribed and sworn before me this 22nd
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 11/26/11

Notary Stamp



Johnson Controls, Inc.

By:

Printed: Leisla S. Mammola

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
NRS 108 SEC 26, 4(a)**

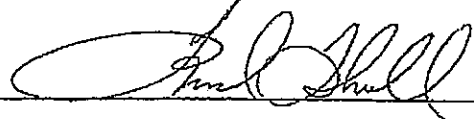
Property Name: Fontainebleau Podium Interior
Property Location: 2755 Las Vegas Blvd. Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Constuction, Inc.
Invoice/Payment Application Number: 1R
Payment Amount: \$494,575.00
Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is draw, this document becomes effective to release and the undersigned shall be deemed to waive any notice o of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

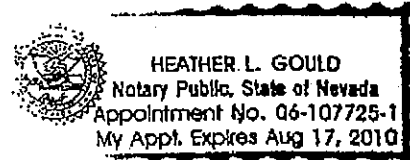
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Dated: December 19, 2008

Keenan, Hopkins, Suder & Stowell Contractors, Inc.
(Company Name)

By: 

Its: Fred Thull - Controller
(Name and Title)



State of: Nevada County of: Clark

Subscribed and sworn to before me this 19th day of December, 2008
by Fred Thull personally known to me or proved to me on the basis

of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature: 

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
NRS 108 SEC 26, 4(a)**

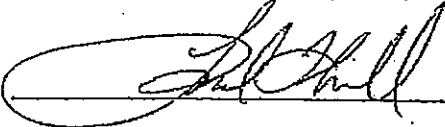
Property Name: Fontainebleau Podium Exterior
Property Location: 2755 Las Vegas Blvd. Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Constuction, Inc.
Invoice/Payment Application Number: 12
Payment Amount: \$759,089.00
Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is draw, this document becomes effective to release and the undersigned shall be deemed to waive any notice o of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated: December 19, 2008

Keenan, Hopkins, Suder & Stowell Contractors, Inc.
(Company Name)

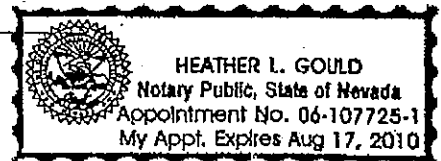
By: 

Its: Fred Thull - Controller
(Name and Title)

State of: Nevada County of: Clark

Subscribed and sworn to before me this 19th day of December, 2008
by Fred Thull personally known to me or proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature: 



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Resorts & Casino – Podium

Property Location: Las Vegas Blvd & Riviera Drive

Undersigned's Customer: Turnberry West Construction, Inc.

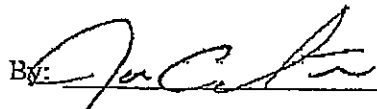
Invoice/Payment Application Number: 3210 Payment Application #11

Payment Amount: \$ 255,111.86

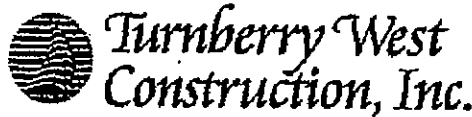
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Dated: December 18, 2008 LVI Environmental of Nevada, Inc.
(Company Name)

By: , Joe Catania

Its: President



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: I-4663

Payment Amount: \$ 205,604.00

Payment Period: Through 12/31/2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

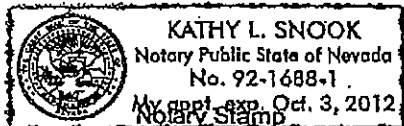
DATED: 12/15/2008

Subscribed and sworn before me this: 15TH Day of DECEMBER, 2008 MARNELL MASONRY (Company Name)

Notary Public: Kathy L. Snook By: George Marnell My commission expires: [Signature]

Print Name: GEORGE MARNELL

Title: PRESIDENT



Turnberry West Construction, Inc. 2755 Las Vegas Blvd. S. Las Vegas, NV 89109 (702) 495-7360 FAX (702) 495-7366

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC
Fontainebleau Podium

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: Invoice #107234 App. #19

Payment Amount: \$97,048.41

Payment Period: Thru December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

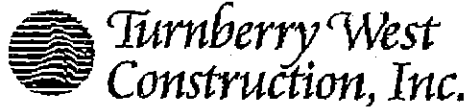
Dated this 11th day of December, 2008.

Subscribed and sworn before me this 11th
Day of December, 2008
Notary Public: Heather L. Potter
My commission expires: Oct 31, 2012

Pacific Coast Steel
By: [Signature]
Its: acct

Notary Stamp





CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 01

Payment Amount: \$ 133,110

Payment Period: Through 12/31/2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

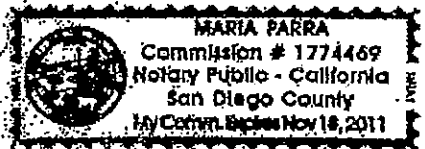
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

DATED: 12/22/2008

State of California, County of San Diego
Subscribed and sworn to (or affirmed) before me on this 22 day of December 20 08 by Sonia Cleveland
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature of Notary Maria Parra

Quality Cabinet & Fixture Company
(Company Name)
By: [Signature]
Print Name: Sonia Cleveland
Title: Contract Administrator



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

Turnberry West Construction, Inc.
CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Resort
Property Location: _____
Undersigned's Customer: TurnBerry West Construction
Invoice/Payment Application Number: 27050-6002 16.00
Payment Amount: \$294,163.40
Payment Period: December-08

Upon receipt by the undersigned of a check in the above referenced Payment Amount, payment to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above referenced Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated: December 9, 2008

Reliable Steel, Inc.

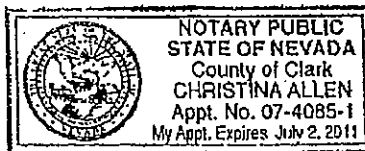
By: Timothy L. Puetz

Its: President

State of Nevada)
County of Clark)

This instrument was acknowledged before me on the 9th day of December, 2008
by Timothy Puetz as an officer of Reliable Steel, Inc.

[Signature]
Signature of notarial officer



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366



CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the herein set described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim or mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fountainbleau PODIUM

P.O. # 400RTH04002

IN THE CITY OF

Las Vegas

AND COUNTY OF

Clark

AND STATE OF

Nevada

This release is in the amount of: \$14,048 and covers work through 12/31/2008. This release is contingent upon receipt of \$14,048, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Republic Towers & Hoist, LLC

Company

Subscribed and sworn to before me this 11th day of December 2008

Notary Public: *[Signature]*

Signature

My Commission Expires: 7/27/2012

Anthony Jackson

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012

Date

12/11/2008

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at:

Fontainebleau PODIUM

P.O. # 400RC8014002

IN THE CITY OF

Las Vegas

AND COUNTY OF Clark

AND STATE OF Nevada

This release is in the amount of \$128,971 and covers work through 12/31/2008. This release is contingent upon receipt of \$128,971, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to before me this 11th day of

December 2008

Anthony Jackson
Signature
Republic Crane Services, LLC
Company

Notary Public: *Anthony Jackson*
My Commission Expires: 7/21/2012

By Anthony Jackson

Date 12/11/2008

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fountainebleau - Podium

Property Location: 2775 Las Vegas Boulevard South; Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc

Invoice/Payment Application Number: 8050

Payment Amount: \$40,506.00

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: December 18th, 2008

SAFE Electronics, Inc.
(Company Name)



By: Leslie Foster
Its: Comptroller

SAFE Job #3804

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 17

Payment Amount: 121,744.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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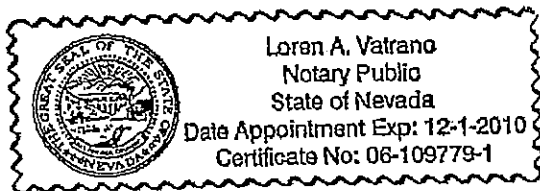
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 17th day of December, 2008

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 12-1-2010

Southern Nevada Paving
By: [Signature]
Its: Contract Billing Specialist

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 17

Payment Amount: 121,744.00

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

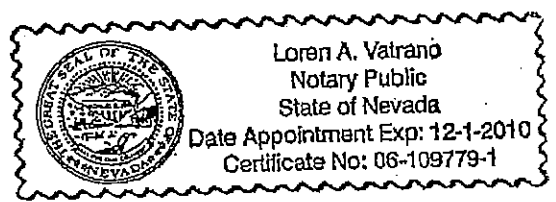
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 12-1-2010

Southern Nevada Paving
By: [Signature]
Its: Contract Billing Specialist

Notary Stamp



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S. Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction

Invoice/Payment Application Number: 16

Payment Amount: \$107,547.78

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: December 15, 2008 TECHNICOAT MANAGEMENT, INC.
(Company Name)

By: *Cristina Park*
Its: Cristina Park-Accounting

Notary Public - State of Nevada
County of Clark
BARBARA LONGSTREET
My Appointment Expires
June 22, 2009
No: 05-97878-1
Barbara Longstreet
12/15/08

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC-Podium

Property Location: 2755 Las Vegas Blvd. South

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 914073 / APP # 12

Payment Amount: \$821,294 ✓

Payment Period: 12/01/2008-12/31/2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment of the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 11th day of December, 2008.

Subscribed and sworn before me this 11

Day of December, 2008

Notary Public: Susan Schmidt Birge

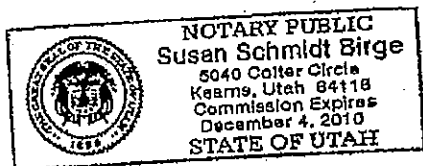
My commission expires: 12-4-2010

ThyssenKrupp Elevator

Laurie Edsberg

Its: Laurie Edsberg- Regional Billing Analyst

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau
Property Location: 2827 Paradise Rd, Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, Inc.
Invoice/Payment Application Number: 015
Payment Amount: \$1,058,265.34
Payment Period: Through December 20, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the Undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the Undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the Undersigned is actually paid, and does not cover any retention withheld, any itetns, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment of the Undersigned. The Undersigned warrants that he either has already paid or will use money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 18th day of December , 20 08

TRACY & RYDER LANDSCAPE, INC.

Name: PETER ARNET

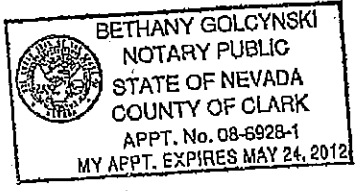
Signed: [Signature]

Peter Arnet

Title: Senior Project Manager

Subscribed and sworn to me this 17th day of December , 2008.

Bethany Golcynski
Notary Public in and for said County and State



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: Podium, 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC

Invoice / Payment Application Number: Pay App #25 Podium, Job #10500

Payment Amount: \$ 22,392,797.63

Payment Period: 1-31 December 08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

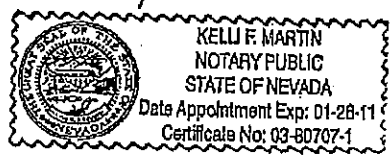
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December 2008

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 11/26/11

TURNBERRY WEST CONSTRUCTION, INC.
By: [Signature]
Robert Oehrli
Its: Project Controller

Notary Stamp


**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 7

Payment Amount: \$ 209,179.80

Payment Period: 12/31/08

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

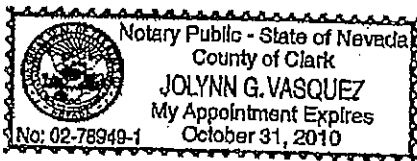
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 18 day of December, 2008.

Subscribed and sworn before me this 18th
Day of Dec 2008
Notary Public: Jolynn G. Vasquez
My commission expires: 10-31-2010

UNION ERECTORS, LLC
By: [Signature]
Its: Manager

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
PODIUM

Property Name: Fontainebleau Podium-Owner: Fontainebleau Las Vegas, LLC,
Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 6-15-22P-Revised

Payment Amount: \$ 2,509,983.00

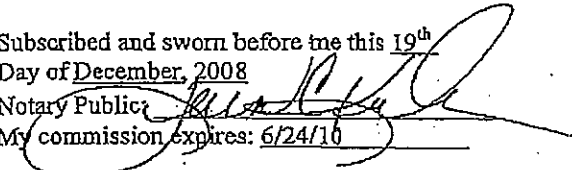
Payment Period: December 31, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:


This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid or invoiced.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 19th day of December, 2008.

Subscribed and sworn before me this 19th
Day of December, 2008
Notary Public: 
My commission expires: 6/24/10

W&W Steel, LLC

By: 
Terrell Driskill
Its: Sr. VP Credit Manager

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd S

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: Application #7

Payment Amount: \$ 69,670.82

Payment Period: Through December 31st, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment of the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 19th day of December, 2008.

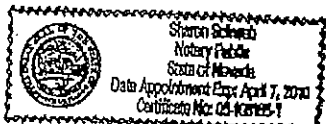
Subscribed and sworn before me this 19th
Day of December, 2008
Notary Public: Sharon Schuch

My commission expires: April 7, 2010

Notary Stamp

Water FX, LLC
(COMPANY NAME)

By: Ashlee Schwartz
Title: Controller



UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 47

Payment Amount: \$ 7,206.88

Payment Period: 11 /30 /2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____

Subscribed and sworn before me this _____
Day of _____
Notary Public: _____
My commission expires: _____

Notary Stamp

Asante Builders

By: _____

Its: _____

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium Pay App #1

Payment Amount: \$ 821,177.00

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Bombard Electric

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 18

Payment Amount: \$ 1,895,565.00

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Colasanti Specialty Services, Inc

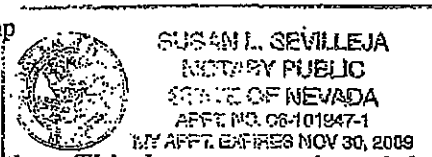
Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: [Signature]
My commission expires: November 30, 2009

By: [Signature]

Its: Project Manager

Print Name: Patricia Prescott

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA 17

Payment Amount: \$ 2,338,483.21

Payment Period: thru 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he neither has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Conti Electric, Inc

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Notary Stamp

By: _____

Its: _____

Print Name: _____

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 15

Payment Amount: \$ 931,813.00

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

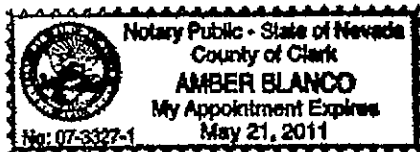
Dated this 30 day of December, 2008.

Desert Fire Protection, Inc

Subscribed and sworn before me this 30th
Day of December 2008
Notary Public: [Signature]
My commission expires: 5/21/2011

By: [Signature]
Its: ASSIST. SECRETARY
Print Name: LINDA DUFF

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA 16

Payment Amount: \$ 437,897.00

Payment Period: thru 11 / 11 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

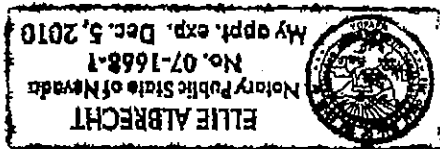
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec-5, 2010

Notary Stamp



Desert Plumbing & Heating Co, Inc

By: [Signature]
Its: CONTROLLER

Print Name: CINDY FOSTER

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 20

Payment Amount: \$ 1,356,901.00

Payment Period: thru 11 / 11 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

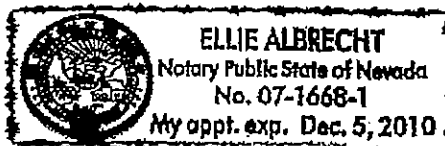
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5, 2010

Notary Stamp



Desert Plumbing & Heating Co, Inc

By: [Signature]

Its: Controller

Print Name: Cindy Foster

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 8

Payment Amount: \$ 55,646.85

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

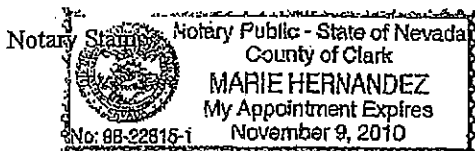
F. Rodgers, Corp.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Marie Hernandez
My commission expires: 11-9-10

By: Marola Crites

Its: Marola Crites
Accounts Receivable Manager

Print Name: _____



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 6

Payment Amount: \$ 45,281.81

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Marie Hernandez
My commission expires: 11-9-10

Notary Public - State of Nevada
County of Clark
MARIE HERNANDEZ
My Appointment Expires
November 9, 2010
No: 98-22815-1

F. Rodgers, Corp.

By: Marcia Crites

Its: Marcia Crites
Accounts Receivable Manager

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South,

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 16

Payment Amount: \$ 60,150.00

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the payment period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Fisk Electric Co

By: _____

Its: _____

Print name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 17

Payment Amount: \$ 2,246,337.82

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Gallagher-Kaiser Corp

By: _____

Its: _____

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 9

Payment Amount: \$ 1,377,294.00

Payment Period: thru 11 / 30 / 2008

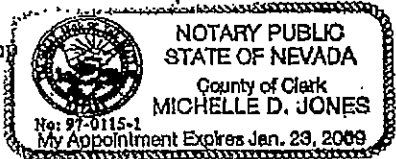
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this 30th Day of December, 2008 Notary Public: Michelle D. Jones My commission expires: 1/23/09



George M Raymond Company

By: [Signature] Kim Lorch

Its: Kim Lorch VP

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 13

Payment Amount: \$ 850,784.00

Payment Period: 11 /30 /08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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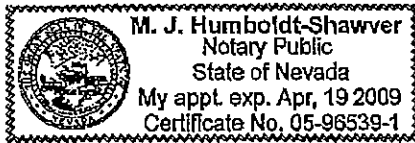
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008

Notary Public: M. J. Humboldt-Shawver
My commission expires: 4-19-2009

Notary Stamp



Giroux Glass, Inc.

By: [Signature]

Its: General Manager/ Partner

Print Name: Stephanie Lamb

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 18

Payment Amount: \$ 397,950.00

Payment Period: thru 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Johnson Controls, Inc.

By: _____

Its: _____

Print Name: _____

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UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA #11

Payment Amount: \$ 916,438.00

Payment Period: 11 /30 /08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

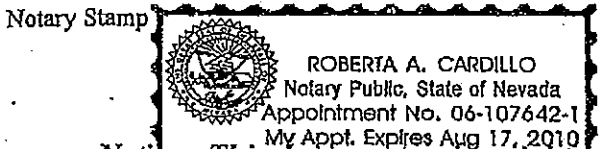
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008

K H S & S Contractors, Inc

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Robert A Cardillo
My commission expires: August 17, 2010

By: [Signature]
Its: [Signature]
Print Name: Fred Thull



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 10

Payment Amount: \$ 230,739.44

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the amount referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he, she, or it has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

LVI Environmental of Nevada

By: _____

Its: _____

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA 23

Payment Amount: \$ 182,984.75

Payment Period: 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Pacific Coast Steel

By: _____

Its: _____

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA 13

Payment Amount: \$ 78,975.00

Payment Period: thru 11/25/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____

Republic Tower & Hoist, LLC

Subscribed and sworn before me this _____

Day of _____

Notary Public: _____

My commission expires: _____

By: _____

Its: _____

Notary Stamp

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: 15

Payment Amount: \$ 383056.47

Payment Period: thru 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

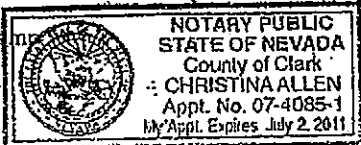
Dated this 31 day of Dec 2008

Reliable Steel

Subscribed and sworn before me this 31
Day of Dec 2008
Notary Public: [Signature]
My commission expires: June 2-2011

By: [Signature]
Its: Admin Assistant

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 14

Payment Amount: \$ 41,535.00

Payment Period: thru 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Safe Electronics, Inc

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Notary Stamp

By: _____

Its: _____

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 1

Payment Amount: \$ 164,918.00

Payment Period: 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has in the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned has actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____;
Notary Public: _____
My commission expires: _____

Notary Stamp

Silver State Marble

By: _____

Its: _____

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 16

Payment Amount: \$ 171,941.00

Payment Period: 11/30/2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Michelle Miller
My commission expires: 9/16/09

Notary Stamp



Southern Nevada Paving, Inc

By: Ginger Kerr
Its: Asst. Credit Mgr.
Print Name: Ginger Kerr

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 15

Payment Amount: \$ 49,636.00

Payment Period: 11/30/08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

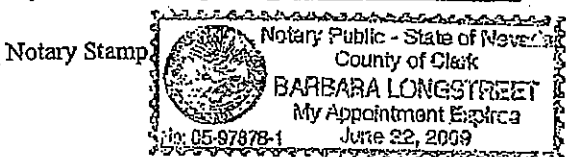
Dated this 30th day of December, 2008

Technicoat Management, Inc

Subscribed and sworn before me this 30th
Day of December 2008
Notary Public: *Barbara Longstreet*
My commission expires: 6/22/09

By: *Cristina Park*

Its: *Accounting*



Print Name: *Cristina Park*

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 11

Payment Amount: \$ 1,919,100.00

Payment Period: thru 11 / 30 / 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

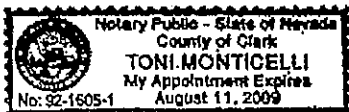
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Toni Monticelli
My commission expires: _____

Notary Stamp



ThyssenKrupp Elevator

By: Ron Harvath

Its: District Manager

Print Name: Ron Harvath

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Invoice / Payment Application Number: Pay App #24, Podium, Job #10500

Payment Amount: \$25,970,905.18 ✓

Payment Period: 1-30 November 2008

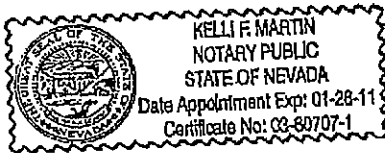
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material, men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 12/6/11



TURNBERRY WEST CONSTRUCTION, INC.

By: [Signature]
Bob Oehrli

Its: Project Controller

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 6

Payment Amount: \$ 32,828.70

Payment Period: 11 /30 /08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____

Subscribed and sworn before me this _____
Day of _____, _____
Notary Public: _____
My commission expires: _____

Notary Stamp

Union Erectors, LLC

By: _____

Its: _____

Print Name: _____

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
PODIUM

Property Name: Fontainebleau Podium

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: 6-15-21P

Payment Amount: \$4,255,989.00

Payment Period: November 30, 2008

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 29th day of December, 2008.

Subscribed and sworn before me this 29th
Day of December, 2008
Notary Public [Signature]
My Commission expires: 12/24/10



W & W Steel, LLC

By: [Signature]
Terrell Driskill
Its: Sr. VP, Credit Manager

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 6

Payment Amount: \$ 177,481.49

Payment Period: 11 /30 /08

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

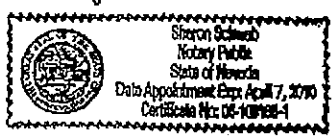
Dated this 30th day of December, 2008.

Water FX Custom Pools, Spas & Fountains

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Sharon Schwab
My commission expires: April 7, 2010

By: Natalie Schwartz
Its: Controller
Print Name: Natalie Schwartz

Notary Stamp



Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU LAS VEGAS, LLC, FONTAINEBLEAU LAS VEGAS II, LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Invoice/Payment Application Number: TRUCK WASH LINE SIX (6)
 Contract Number: 400DES015552
 Payment Amount: \$ 127.00
 Payment Period: December 11, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to the payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials, or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: 12/18/08

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

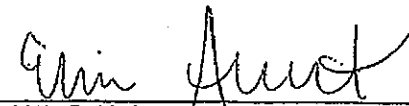
By: 
CINDY FOSTER
Its: CONTROLLER

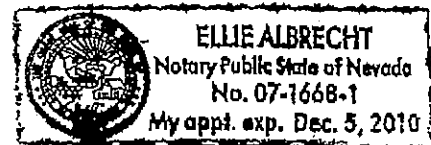
State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER

dated this 18th day of December, 2008


NOTARY PUBLIC, in and for said County and State.



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Invoice / Payment Application Number: Pay App #25, LEED, Job #10600

Payment Amount: \$240,714.29 ✓

Payment Period: 1-31 December, 2008

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

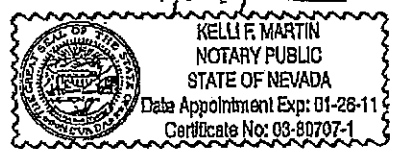
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public Kelli F. Martin
My commission expires: 11/26/11

TURNBERRY WEST CONSTRUCTION, INC.
By: [Signature]
Robert Oehrli
Its: Project Controller

Notary Stamp



**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Invoice / Payment Application Number: Pay App #24, LEED, Job #10600

Payment Amount: \$256,744.21 ✓

Payment Period: 1-30 November, 2008

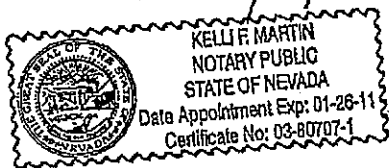
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material, men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.
By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

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

EXHIBIT "H"



Waiver Log

Project: 10-200 Tower

	December Conditional Waiver Amount	November Unconditional Waiver Amount
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	December Conditional Waiver Amount	November Unconditional Waiver Amount
Aderholt Speciality Co.	4,991,311.00	5,381,864.00
American Crane & Hoist Erectors	38,875.00	NPU
AMI Hospitality (Architectural Materials)	1,232,091.56	1,456,971.31
Bombard Electric	8,795,868.00	10,620,598.50
Bombard Mechanical	2,398,958.00	NPU
Cadillac Stone Works	220,257.29	NB
Colasanti	NB	828,772.00
Collings Interiors	NB	NB
Conti Electric	NB	NB
Desert Fire Protection	731,713.00	554,629.00
Desert Plumbing & Heating	3,894,153.00	3,496,780.00
Door-Ko	60,625.70	122,946.09
Eberhard	106,676.00	133,438.00
F. Rodgers	516,857.06	459,006.77
Freeman's Carpet	50,597.00	NPU
Gallagher-Kaiser	449,599.00	NPU
Geo-Cell Solutions	97,431.77	90,862.45
Helou & Sons, Inc.	NB	NB
Henri Specialties Co	29,797.86	39,087.00
Insulpro	NB	12,736.06
Midwest Pro Painting	1,269,096.14	NPU
Miele, Inc.	NB	75,710.37
Pacific Coast Steel - Concrete Reinforcing	(719,976.60)	NA
Pacific Coast Steel - Steel Stairs-Structural	135,077.49	NPU
Paramount Management Enterprises	NB	48,942.90
Republic Crane Services	548,895.00	671,984.00
Republic Towers & Holst	5,701.00	NPU
Silver State Marble	1,134,303.92	NPU
Southern Nevada Paving	27,509.40	NB
ThyssenKrupp Elevator	3,510,635.00	1,046,944.00
Turnberry West Construction	32,900,061.56	39,615,210.43
W&W Steel	314,606.00	NB
Z-Glass, Inc.	1,394,371.00	1,411,396.00
Zetian Systems	NB	4,293,136.00

Note 1

*NPU = Not Picked Up
*NB = Not Billed

Note 1: PCS check for \$127,543.53 voided due to overbilling status.

Waiver Log

Draw#25
12/31/2008

Project: 10300 Parking Garage/CC/CP

Subcontractor	new	
	December Conditional Waiver Amount	November Unconditional Waiver Amount
Aderholt Specialty	149,791.00	1,096,124.00
American Crane & Hoist Erectors	NB	74,824.00
Clark County Fence	NB	2,005.90
Colasanti	470,844.00	1,928,135.00
Commercial Roofers	35,512.78	86,483.10
Conti Electric	2,984,652.01	NPU
D'Alessio	555,038.00	646,844.00
Desert Fire Protection	649,366.00	1,333,600.00
Desert Plumbing & Heating-Hydraulics	910,158.00	913,825.00
Desert Plumbing & Heating-Plumbing	1,232,965.00	1,124,075.00
Eugenio Painfing	189,765.83	128,827.31
Fibrwrap Construction	NB	NB
Fisk Technologies	4,239.58	NPU
Gallagher-Kaiser - HVAC, Mech	1,247,535.47	NPU
Gallagher-Kaiser - Metal Doors & Frames	85,099.72	NPU
George Raymond	1,078,631.00	1,112,561.00
Johnson Controls	197,714.00	NPU
L&P Interiors, LLC	NB	364,320.00
Marnell Masonry	NB	NB
Midwest Drywall	1,736,210.63	1,045,643.89
Modernfold	341,248.00	NPU
Morris-Shea	NB	NB
Pacific Coast Steel	34,582.50	NPU
RAM	254,637.00	NPU
RAM	NB	NPU
Republic Crane Service	90,657.00	121,930.00
Republic Towers & Hoist	41,212.00	45,414.00
SAFE Electronics	30,962.00	NPU
Southern Nevada Paving-Mass Escav	180,670.00	NPU
Technicoat	NB	NB
Thyssenkrupp Elevator	868,896.00	589,805.00
Turnberry West Construction	15,204,162.07	23,838,636.16
Universal Piping	406,585.34	200,144.45
W&W Steel	NB	2,253,245.00
Waco Scaffolding & Equipment	10,105.27	NPU

NB = Not Billed
NPU = Check not yet picked up

Waiver Log

Project: 10400 General Conditions

Subcontractor	Dec Conditional Waiver Amount	Nov Unconditional Waiver Amount	Oct Unconditional Waiver Amount	Prior Unconditional Waiver Amount
Desert Plumbing & Heating-Trailer Cmpd	\$724.00	\$2,625.00		
Desert Plumbing & Heating-W-N-Wild	NB			
Fisk Technologies	\$14,290.51	NPU		
George Raymond	NB			
Reliable Steel	NB			
Southern Nevada Paving	NB			
Turnberry West Construction	\$2,503,096.19	\$3,084,378.63		

*NPU=Not Picked UP
NB= Not Billed

Waiver Log					
Subcontractor	Project:	10-500	Podium		
	December Conditional Waiver Amount	December Unconditional Waiver Amount	November Unconditional Waiver Amount	October Unconditional Waiver Amount	
American Crane & Hoist	\$8,500.00				
Asante Builders Pay App.8	\$7,465.26				
Asante Builders Pay App. 7			NPU		
Bombard Electric	\$1,775,835.00		NPU		
Colasanti Specialty Services	\$2,227,444.00		\$1,895,565.00		
Conti Electric, Inc.	\$1,121,458.15		NPU		
Desert Fire Protection	\$524,755.00		\$931,813.00		
Desert Plumbing & Heating - Hydronics	\$279,603.00		\$437,897.00		
Desert Plumbing & Heating - Plumbing	\$1,181,435.00		\$1,356,901.00		
Door & Hardware Mgmt.	\$29,935.00				
Eberhardt SW Roofing	NB				
F. Rodgers (Bldg Insulation/fire stop)	\$58,883.32		\$45,281.81		
F. Rodgers (Framing, drywall, etc)	\$135,056.49		\$55,646.85		
Fisk Electric Company	\$39,807.00		NPU		
Gallagher-Kaiser Corp	\$2,223,608.60		NPU		
George M Raymond Company Pay App. 10	\$1,134,546.00		\$1,377,294.00		
Giroux Glass	\$407,745.00		\$850,784.00		
Ital Stone, Inc.	\$27,933.22				
Johnson Controls	\$1,867,738.00		NPU		
KHS&S Contractors, Inc. 1R	\$494,575.00				
KHS&S Contractors, Inc. 12	\$759,089.00				
KHS&S Contractors, Inc. 1f			\$916,438.00		
LVI Environmental	\$255,111.86		NPU		
Marnell Masonry	\$205,604.00				
Modernfold of NV, LLC	NB				
Pacific Coast Steel	\$97,048.41		NPU		
Quality Cabinet & Fixture Company	\$133,110.00				
Reliable Steel	\$294,163.40		\$383,056.47		
Republic Crane Services	\$128,971.00				
Republic Tower & Hoist	\$114,048.00		NPU		
Safe Electronics	\$40,506.00		NPU		
Silver State Marble	NB		NPU		
Southern Nevada Paving - Excavation & Backfill	\$121,744.00		\$171,941.00		
Southern Nevada Paving - Mass Excavation					
Technicoat Management	\$107,547.78		\$49,636.00		
Thyssenkrupp Elevator	\$821,294.00		\$1,919,100.00		
Tracy & Ryder	\$1,058,265.34				
Turnberry West Construction	\$22,392,797.63		\$25,970,905.18		
Union Erectors	\$209,179.80		NPU		
W&W Steel	\$2,509,983.00		\$4,255,989.00		
Waco Scaffolding	NB				
Water FX Custom Pools	\$69,670.82		\$177,481.49		

*NPU = Not Picked Up
 *NB = Not Billed

Waiver Log

Project: 10400 General Conditions

Subcontractor	Dec Conditional Waiver Amount	Nov Unconditional Waiver Amount	Oct Unconditional Waiver Amount	Prior Unconditional Waiver Amount
Desert Plumbing & Heating-Trailer Cmpd	\$724.00	\$2,625.00		
Desert Plumbing & Heating-W-N-Wild	NB			
Fisk Technologies	\$14,290.51	NPU		
George Raymond	NB			
Reliable Steel	NB			
Southern Nevada Paving	NB			
Tumberry West Construction	\$2,503,098.19	\$3,084,378.63		

*NPU=Not Picked UP
NB= Not Billed

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

EXHIBIT "I"



Owner Change Order Schedule (Revised Summary 20-2009) prepared by IVI				
	Dollar Amount	Scope Change	Comments	
1	Site CO#1-Landscaping reclassification	No	Reclassification of the landscaping to Podium	
2	Site CO#2-OCIP reclassification	No	Reclassification of OCIP from Podium	
3	Site CO#3-LEED's credit	No	LEED credit budget	
4	Site CO#4-Compliance with Nevada Power	No	Nevada Power modified the feed routing and relocation requirements.	
5	Site CO#5-Electrical conduit relocation	No	Relocation required to resolve a conflict between the electrical conduit and the existing sanitary sewer line	
6	Site CO#6-Dewatering system relocation	No	Relocation of dewatering system required after completion of the Foundation Plans.	
7	Site CO#7 Nevada Power relo lines overhead to underground	No	Nevada Power cost to relocate the existing overhead power lined to underground.	
8	Site CO#8 Nevada Power field conditions	No	Nevada Power field conditions; including additional trenching and conflict resolution of existing underground utilities.	
9	Site CO#8 Removal of pylon sign	No	Dismantling and removing of the existing El Rancho Sign, including premium time.	
10	Site CO#10 Relocate overhead power lines	No	Relocate North Overhead Power Lines including manhole, grounding, backfill and compaction.	
11	Site CO#11 Extended allowances for dewatering	No	Additional wells in garage for deep excavation.	
12	Site CO#12 Las Vegas Blvd. water revisions	No	Costs associated with the water service crossing revisions on Las Vegas Boulevard.	
13	Site CO#13 Extend existing conduit to transformer	No	Intercept existing conduit and extend to existing transformer, costs include: traffic control, saw cutting, asphalt removal and replacement.	
14				
15				
16	Tower CO#1-Deduct Colasanti back charge	No	Deduct, back charge reclassification to General Conditions	
17	Tower CO#2-LEED's credit	No	LEED credit budget	
18	Tower CO#3 Steel required field modifications	No	Steel revisions and required field modifications.	
19	Tower CO#4 Additional beams	No	Added an additional eight (8) Beams and Headed Weld Studs	
20	Tower CO#5 Concrete field modification	No	Additional ceiling grinding at the service core	
21	Tower CO#6 Additional fireproofing	No	Additional low density fireproofing required for the elevator lobbies.	
22	Tower CO#7 T1 terrace field conditions	No	Insulation Tower Level T1 Guestroom Terraces.	
23	Tower CO#8 Tower entry lockset & Incomm System	No	Frames and doors ready to accommodate the Tower Timeox Entry Lockset - Incomm System	
24	Tower CO#9 T1 knee wall modifications	No	Revised knee wall at North Elevation for Tower Level T1 units.	

Owner Change Order Schedule (Revised January 20, 2009) Prepared by AMI				
		Dollar Amount	Scope Change	Comments
25	Tower CO#10 Roof walk ways	\$119,775	No	Pavers, rubber walking pads and premium time for framing wall condo's on floors 3 and 4.
26	Tower CO#11 Additional elevator openings	\$626,340	No	Code compliance that two (2) service elevators stop at every floor.
27	Tower CO#12 Sprinkler, electrical and HVAC revisions	\$6,149,277	No	Additional sprinkler heads for Pool Level Deck Patio and additional HVAC ductwork.
28	Tower CO#13-Life Line System	\$410,500	No	Compliance with the OSHA requirement to provide a permanent roof horizontal life line system.
29	Tower CO#14-Wireless Infrastructure	\$1,011,840	No	Costs to provide a wireless internet and wireless radio system infrastructure.
30	Tower CO#15-Concrete mater price escalation	\$1,619,979	No	Cost to cover an increase in concrete material pricing.
31	Tower CO#16-Electrical revisions	\$12,999,999	No	Electrical and lighting changes to; typical rooms, condos, 3-4x suites, common areas and back of house.
32	Tower CO#17-Light fixtures South Façade	\$8,500,000	No	Furnish light fixtures for the South Façade and Crown at the tower roof.
33	Tower CO#18-Coordination of structural beams.	\$616,294	No	Costs associated with beam modification at the elevator lobbies due to conflicts.
34	Tower CO#19-Lati Veneer	\$383,269	No	Provide Lati veneer to comply with LEED requirement.
35	Tower CO#20-Additional equipment including ladders	\$78,968	No	Provide additional equipment to maintain schedule.
36	Tower CO#21-Warehousing costs	\$338,475	No	Additional costs to warehouse and deliver kitchen cabinets.
37	Tower CO#22-Building Insulation & firestopping	\$50,000	No	Provide additional insulation and firestopping.
38	Tower CO#23-Crane/Hoisting Equipment	\$20,234,341	No	Additional crane rental erection/dismantment.
				Budget transfer to cover costs for the following: cententous decks, structural metal framing, ornamental metal, rough carpentry, millwork, door frames, glazing and gypsumboard
39	Tower CO#24-Budget transfer Podium to Tower	\$17,472,684	No	Transfer Elevator Operator, mobile crane and misc. from General Conditions.
40	Tower CO#25 Transfer elevator operations	\$1,561,678	No	
41				
42				
43	LEED Contract	(\$37,000,000)	No	LEED credit budget reallocation
44	LEED CO#1 -Credit reallocation	\$59,000,000	No	Credit and reallocation to Podium, Site, Garage and Tower
45	LEED CO#2- Garage mechanical modifications	(\$2,014,885)	No	
46	LEED CO#3- Podium mechanical modifications	(\$2,370,635)	No	
47	LEED CO#4-Added men's & women's showers	(\$75,455)	No	Credit and reallocation to Garage for mechanical and plumbing costs associated with the additional showers.

OWIS Change Order Schedule Revised thru 12/31/2009 prepared by AM				
	Dollar Amount	Scope Change	Comments	
48	LEED CO#5-Garage finishes modifications.	(\$190,000)	No	Credit and reallocation to Garage for formaldehyde free finishes.
49	LEED CO#6-Garage control revisions.	(\$1,972,669)	No	Credit and reallocation to Garage for control revisions and commissioning.
50	LEED CO#7-Garage structural modifications.	(\$2,446,648)	No	Credit and reallocation to Garage for structural steel modifications.
51	LEED CO#8-Tower finishes modification.	(\$133,521)	No	Credit and reallocation to Tower for wood millwork finishes.
52	LEED CO#9-Tower finishes modification.	(\$200,000)	No	Credit and reallocation to Tower for wood door finishes.
53				
54				
55	Garage CO#1-Furnish/install Misc Steel	\$9,946,607	No	Design Modifications to provide additional miscellaneous steel excluded from the original contract due to incomplete drawings. Miscellaneous steel includes; cable railing, stairs, base plates and guard rail modifications.
56	Garage CO#2-Added Hydraulic Elevator	\$321,302	No	Added two (2) additional employee elevators per specifications dated April 25,2007.
57	Garage CO#3-Deduct Stair-#12	(\$349,326)	No	
58	Garage CO#4-Deduct Overhead	(\$472,314)	No	Deduct stair and reduce beam depth.
59	Garage CO#5-LEED's credit	(\$13,386,296)	No	LEED credit budget
60	Garage CO#6-Added Emergency Ramp	\$660,768	No	As a condition of Permit added ramp per Clark County, including misc. structural design modifications.
61	Garage CO#7-Garage collapse costs	\$5,060,279	No	All estimated costs associated with the garage collapse to date
62	Garage CO#8-Upgraded pressure on Condensers	\$518,485	No	Revisions required upgraded pressure ratings on the Hot, Chilled and Condenser Pumping System
63	Garage CO#9-Provide 6 Boiler Economizers	\$1,496,401	No	Revised drawings required 6-Boiler Economizers, upgraded drift eliminators and revised platform access.
64	Garage CO#10 Conversion costs from GMP to LS	\$3,605,522	No	Cost to convert the GMP to an LS; also includes revisions for fans, AC units, Grilles and Dampers
65	Garage CO#11 Central plant boiler modifications	\$748,253	No	Additional steam boilers, controls and check valves.
66	Garage CO#12 HVAC revisions	\$1,127,841	No	Revised HVAC drawings for hot water heat exchangers, piping automatic control valves and increased piping sizes.
67	Garage CO#13 Structural steel modifications	\$2,632,773	No	Revised drawings required additional steel including metal decking, chord steel, beams and reinforcing.

Owner Change Order Schedule (Revised June 20, 2009) Appendix A				
	Dollar Amount	Scope Change	Comments	
68	\$3,117,334	No	Additional steel required for floor openings, and Ballroom, Convention Center, Cooling Tower and valet ramp spaces.	
69	\$4,636,023	No	Costs associated with concrete revisions through out the structure.	
70	\$888,349	No	Costs associated incomplete drawings for the scope of work.	
71	\$205,343	No	Costs associated with additional Pile Caissons and Cofferdams for the emergency ramp.	
72	\$600,000	No	Budget transfer for the expansion control costs	
73	\$2,976,952	No	Misc steel for the southern portion of the parking garage.	
74	\$43,165	No	Weekly test sequences for verification of Smoke Control Systems.	
75	\$2,884	No	Verifying the depth and location of the existing utility lines.	
76	\$7,920	No	Costs associated with the erection and dismantlement of scaffolding for rebar access.	
77	\$2,060,400	No	Costs associated with the buy-out bust for the expansion control contract.	
78	\$1,251,959	No	Labor and material for roof membrane, flashing and roof accessories not included in the original plans.	
79	\$131,408	No	Fireproofing for the additional steel.	
80	\$80,564	No	Labor and material for (8) domestic water heater controls.	
81	\$2,857,049	No	Costs associated with construction document clarification for various kitchen within the component, cooling tower emergency drains and sewage ejector.	
82	\$168,397	No	Associated costs (labor, material and equipment) for the emergency generator fuel fill stations	
83	\$156,355	No	Costs associated with loading dock storm drains, 4-trench drains, excavation, backfill and compaction.	
84	\$255,000	No	Additional county requirements for issuance of a TCO including automated fire sprinkler and standpipe system.	
85	\$51,401	No	Labor and material costs associated with the 2nd overtime shift for work at the Nevada Power Company Yard.	
86	\$13,509	No	Labor and material costs associated with overtime for underground utility work at the south ramp.	
87	\$972,533	No	Labor and material costs to waterproof Level P-1.	

Owner Change Order Schedule (Revised January 21, 2009) Prepared by: [Redacted]				
	Dollar Amount	Scope Change	Comments	
88	\$75,455	No	Mechanical and plumbing costs associated with the additional showers.	
89	\$1,972,669	No	Alternate finish for carpentry & millwork to comply with LEED.	
90	\$190,000	No	Costs associated with measurement & verification, outdoor air delivery and CO2 monitoring.	
91	\$3,703,810	No	Costs associated with revisions to the kitchen/food service areas.	
92	\$444,076	No	Associated costs revising the concrete details at the high and low levels and additional concrete for the pedestal forms.	
93	\$1,766,595	No	Transfer costs associated with the crane/hoist from general conditions.	
94	\$2,446,648	No	Revisions to the structural steel to support the revised mechanical equipment layout.	
95	\$527,538	No	Ceiling sound control added at the P6 level ceiling.	
96	\$2,537,217	No	Costs include; added framing at the mechanical openings, added beams, columns, plates at freight elevators and extension of the parapet.	
97	\$2,000,000	No	Costs associated with the steel revision package.	
98	\$4,180,358	No	Revisions to convert to a lump sum contract.	
99	\$158,770	No	Revision costs for excavation and backfill for the north ejector pit.	
100	\$39,730	No	Revisions to all chord steel on the convention level.	
101	\$357,227	No	Included are the following; leveling, gravel and pipe wrap and placement of pea gravel.	
102	\$534,520	No	Soot filters for switchgear equipment.	
103	\$46,284	No	Costs include slab-on-grade, loading dock excavation and BOH work.	
104	\$119,181	No	Revised openings, counterweight safeties and hydraulics.	
105	\$3,766,147	No	Costs associated with the construction of the east facade screening as required by the planning board in response to the complaints from the adjacent residents.	
106	\$3,311,126	No	Budget transfer to cover costs for the following; structural steel, rough carpentry, millwork, metal doors and frames.	
107	\$1,093,389	No	Transfer Elevator Operator; mobile crane and misc. from General Conditions.	
108				
109				

Owner Change Order Schedule (Revised January 20, 2009) prepared by AECOM			
	Dollar Amount	Scope Change	Comments
110	\$1,082,844	No	Additional overhead costs for Garage and Podium change orders.
111	\$400,000	No	Reclassification from tower category
112	\$221,477	No	Additional overhead costs for Garage and Podium change orders
113	\$279,678	No	Additional costs associated with Podium CO#10
114	\$24,014	No	Additional costs associated with Site CO#5 & CO#6.
115	\$2,658,287	No	Affitional costs associated with Podium CO's 12 & 13.
116	\$1,551,644	No	Additional costs associated with Podium OCO's 18-21 and Garage OCO's 20-26
117	\$1,080,533	No	Added additional cranes and hoists to maintain the construction schedule
118	\$1,025,828	No	Additional costs associated with a increase of the management staff.
119	\$425,000	No	Transfer costs associated with the crane/hoist from general conditions.
120	\$20,234,341	No	Transfer costs associated with the crane/hoist from general conditions.
121	-\$1,766,595	No	Transfer costs associated with the crane/hoist from general conditions.
122	-\$3,612,945	No	Transfer costs associated with the crane/hoist from general conditions.
123	\$2,305,757	No	General condition costs for Podium OCO's 22-25, Tower OCO's 18, 20, 21 & 22, Garage OCO's 37, 38 & 40.
124	-\$4,510,600	No	Transfer Elevator Operator, mobile crane and misc. from General Conditions.
125	\$4,016,400	No	Additional projected General Conditions for blueprinting, project expenses, documentation, equipment and tools.
126			
127			
128	\$1,053,138	No	Provide a chilled water line through the tower
129	\$9,243,660	No	Structural Modifications to the shear walls, caissons and mat foundation
130	\$2,524,345	No	Additional concrete ducts for valet garage ventilation
131	(\$610,531)	No	
132	\$44,074,777	No	Reclassification from tower category
133	(\$937,936)	No	Reclassification of OCIP to site
134	(\$22,377,975)	No	LEED credit budget

Item #	Change Order Description	Dollar Amount	Scope Change	Comments
135	Podium CO#8-Additional foundation piles	\$1,032,477	No	Increased the number of piles by 161, including drilling operators, rebar and soil haul-off.
136	Podium CO#9-Concrete duct work	\$2,736,298	No	Increased length of concrete duct work, rebar and additional; rebar at concrete shear walls.
137	Podium CO#10-Foundation revisions	\$1,849,806	No	Revisions include; reinforcing steel, footings, base plates, basement/retaining walls. Original bid was based on incomplete construction documents.
138	Podium CO#11-Upgrade of monitoring systems	\$2,376,655	No	Additional costs associated with LEED Compliance; Metasys Energy and Carbon Dioxide Monitoring Systems
139	Podium CO#12-Structural revisions	\$1,597,697	No	Structural modifications for additional reinforcing for pool deck, and retail mechanical level.
140	Podium CO#13-Structural column revisions	\$4,568,038	No	Structural modifications from the design/bid set of documents
141	Podium CO#14 Expansion control from Podium to Garage	(\$600,000)	No	Deduction for expansion joints.
142	Podium CO#15 Kitchen equipment buy-out	\$1,002,066	No	Buy-out of Kitchen equipment for food and beverage.
143	Podium CO#16 Steel handrails & railings	\$457,443	No	Handrails and railings as detailed in the revised drawings.
144	Podium CO#17 Partial buy-out of retail corridor	\$277,015	No	Additional costs associated with the buy-out of the retail corridor.
145	Podium CO#18-Fire protection	\$739,174	No	Provide labor and material for separated fireline as required by code.
146	Podium CO#19-Structural Revision	\$2,853,024	No	Costs associated with additional steel, concrete, reinforcing steel and fireproofing.
147	Podium CO#20-Structural Revision	\$9,739,239	No	Labor and material for additional structural steel for the north podium.
148	Podium CO#21-Misc. steel revisions	\$4,700,936	No	Partial costs associated with metal stairs and ladders.
149	Podium CO#22-Switchgear revision.	\$485,797	No	Switchgear revision including engineering, labor, material and equipment.
150	Podium CO#23-Fire protection modifications.	\$1,355,006	No	Fire protection costs including Atrium Oscillating or Fixed Hose Monitor Stations, Zoned Escalator Water Curtains and Porte Cochere dry type system.
151	Podium CO#24-Added beverage CO system.	\$1,206,093	No	Added beverage conduit and CO system.
152	Podium CO#25-Transfer of General Conditions.	\$3,612,945	No	Transfer of costs from general conditions for equipment rental, operators and erection & dismantlement.
153	Podium CO#26-Venue budget.	(\$4,406,358)	No	Owner costs associated with the following venues; Sports Deli, Race & Sports Book, Buffett and Coffee Shop.
154	Podium CO#27-Deleted beverage conduit system.	(\$1,206,093)	No	Deleted the beverage conduit and CO system.

Owner Change Order Schedule (Revised June 20, 2009) prepared by IVI			
	Dollar Amount	Scope Change	Comments
155	\$1,214,062	No	Costs include; footing modifications, subgrade backfill, vertical steel and revised beams, girders, plates, hangers and shear connections.
156	(\$500,000)	No	Owner will purchase equipment directly.
157	(\$3,311,126)	No	Budget transfer to cover costs for the following: structural steel, rough carpentry, millwork, metal doors and frames. Budget transfer to cover costs for the following: cementitious decks, structural metal framing, ornamental metal, rough carpentry, millwork, door frames, glazing and gypsumboard
158	(\$17,472,684)	No	Costs for BOH venue: fences, gates decks, structural metal framing, ornamental metal, rough carpentry, woodwork and door frames.
159	\$2,943,498	No	Venue budget for restrooms including millwork, MEP rough-in.
160	\$442,914	No	Transfer Elevator Operator, mobile crane and misc. from General Conditions.
161	\$1,875,533	No	Costs for Pollution Control Units on roof of meeting rooms.
162	\$3,194,506	No	Added air handlers and hot water system for added venues.
163	\$3,607,936	No	
164			
165			
166	\$179,001,584		

EXHIBIT “I-1”



2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011

Fontainebleau
 R E S O R T S

OWNER CHANGE ORDER

Project:
 Tower
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10200
Change Order: 25
Date: 12/8/08

To Contractor:
 Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC #470 Transfer Elevator Operator, Mobile Crane and Misc. Crane Maintenance/Welding Budgets from General Conditions - costs include Elevator Operators, Misc. Mobile Crane costs and Reliable Steel Misc. Maintenance & Welding costs for the Tower Cranes.

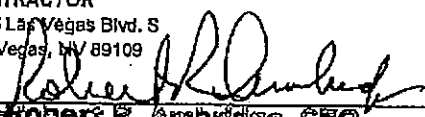
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed.

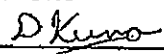
Change Request #	Description	Amount
POC 470	Transfer Elevator Operator Budget	\$ 1,176,747.00
	Transfer Mobile Crane Budget	\$ 264,931.00
	Transfer Misc. Crane Maintenance/Welding	\$ 100,000.00
Total Change		\$ 1,541,678.00

The Original Contract Amount was	\$ 653,718,930.00
Net Change by previously authorized Change Orders thru 24	\$ 48,938,363.41
The Contract Amount prior to this Change Order was	\$ 702,657,293.41
The Contract will be increased by this Change Order in the Amount of	\$ 1,541,678.00
The New Contract Amount including this Change Order will be	\$ 704,198,971.41

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

 (Signature) **Robert R. Ambridge, CEO**

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

 (Signature) **SUP of Development**

By 12/30/08
 Date

By 12-13-08
 Date





2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011

OWNER CHANGE ORDER.

Project:
 Site Contract
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10100
 Change Order: 10
 Date: 12/10/08

To Contractor:
 Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC #5B Relocate North Overhead Power Lines (Rev 2 & 3) - costs include RS-94 Manhole and Grounding, associated backfill, compaction, shoring, trench plates, pot holing and removal of spoils; Valley Gutter removal and replacement, Extension of (4) 6" Conduits to existing Manhole and Concrete Encasements, associated traffic control, trenching, backfill, compaction and removal of spoils.

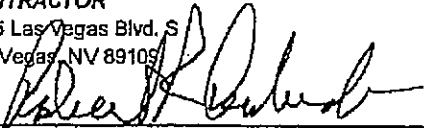
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

Change Request #	Description	Amount
POC 5B	Stetson COR Onsite OH to Underground (dated 5/20/08)	\$ 34,921.00
	Stetson COR Offsite Highland (dated 5/20/08)	\$ 65,479.00
Total Change		\$ 100,400.00


The Original Contract Amount was	\$	54,269,686.00
Net Change by previously authorized Change Orders to 09	\$	(37,410,494.89)
The Contract Amount prior to this Change Order was	\$	16,859,191.11
The Contract will be increased by this Change Order in the Amount of	\$	100,400.00
The New Contract Amount Including this Change Order will be	\$	16,959,591.11

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109


 (Signature)
Robert R. Ambridge, CEO
 By _____
 Date 12/31/08

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109


 (Signature)
SUP of Development
 By _____
 Date 12/31/08



2827 Paradise Road
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 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011



OWNER CHANGE ORDER

Project:
 Site Contract
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10100
Change Order: 11
Date: 12/11/08

To Contractor:
 Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

~~The Contract is changed as follows:~~
 POC #32 Additional Wells in Garage for Deep Excavations - includes extended Plumbing Well Maintenance.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

Change Request #	Description	Amount
POC 32	Desert Plumbing Pipe Repair Allowance Extension (CO #02)	\$ 50,000.00
	Desert Plumbing Pipe Repair Allowance Extension (CO #03)	\$ 50,000.00
	Desert Plumbing Pipe Repair Allowance Extension (CO #04)	\$ 50,000.00
Total Change		\$ 150,000.00

The Original Contract Amount was	\$	54,269,686.00
Net Change by previously authorized Change Orders to 10	\$	(37,310,094.89)
The Contract Amount prior to this Change Order was	\$	16,959,591.11
The Contract will be increased by this Change Order in the Amount of	\$	150,000.00
The New Contract Amount including this Change Order will be	\$	17,109,591.11

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

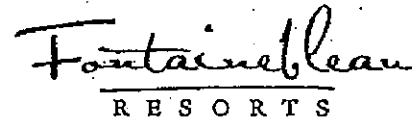
(Signature) **Robert R. Ambridge, CEO**

(Signature) **SUP of Development**

By 12/31/08
 Date

By 12/31/08
 Date





2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011

OWNER CHANGE ORDER

Project:
 Site Contract
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10100
 Change Order: 12
 Date: 12/11/08

To Contractor:
 Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC #21 Las Vegas Blvd LVVWD Water Service Crossing Revisions - costs included are Potholing, Mill & Patch Back with AC30 Asphalt (10' x 12'), Repair Sidewalk Panels, Trench Plate Costs, Revised PVC to DIP (162 LF), 12" DIP (15 LF), 25 CY of Concrete for Thrust Blocks @ New Wet Tap Configuration and (10) CY of 300 PSI Slurry for 15" Storm Drain.

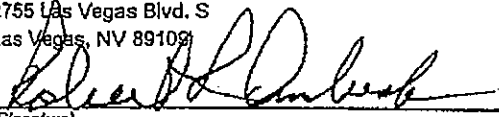
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

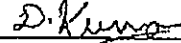
Change Request #	Description	Amount
POC #21	Wells Cargo COR 11 (dated 4/7/08)	\$ 10,420.00
	Wells Cargo COR 24R (dated 8/18/08)	\$ 22,581.00
	Wells Cargo COR 26 (dated 11/24/08)	\$ 5,752.00
	(from POC #02)	
	Total Change	\$ 38,753.00

The Original Contract Amount was	\$ 54,269,686.00
Net Change by previously authorized Change Orders to 11	\$ (37,160,094.89)
The Contract Amount prior to this Change Order was	\$ 17,109,591.11
The Contract will be increased by this Change Order in the Amount of	\$ 38,753.00
The New Contract Amount including this Change Order will be	\$ 17,148,344.11

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

 (Signature) **Robert R. Ambridge, CEO**

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

 (Signature) **D. Kuno**
SVP of Development
 By 12/31/08
 Date 12/31/08

By 12/31/08
 Date



2827 Paradise Road
4th Floor
Las Vegas, NV 89109
Phone (702) 495-8010 FAX (702) 495-8011

OWNER CHANGE ORDER

Project:
Site Contract
Fontainebleau Resorts, Las Vegas

CONTRACT: 10100
Change Order: 13
Date: 12/10/08

To Contractor:
Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC #23 Intercept Existing Conduit and Extend to Existing Transformer - costs include traffic control, saw cutting, asphalt removal and replacement, conduit, pull string, backfill, compaction, cold patch, trench plates, pot holing and removal of spoils. POC #34 Repair Damaged Existing Conduit in roadway, South of Sky Condos.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

Change Request #	Description	Amount
POC #23	Stetson COR NPC Overhead Removal (dated 8/1/08)	\$ 49,295.00
POC #34	Stetson COR Skyline Repair (dated 12/8/08)	\$ 74,284.01
	Stetson COR Highland Yard (dated 12/8/08) (from POC #02)	\$ 3,203.72
	Total Change	\$ 126,782.73

The Original Contract Amount was	\$ 54,269,886.00
Net Change by previously authorized Change Orders to 12	\$ (37,121,341.89)
The Contract Amount prior to this Change Order was	\$ 17,148,344.11
The Contract will be increased by this Change Order in the Amount of	\$ 126,782.73
The New Contract Amount including this Change Order will be	\$ 17,275,126.84

The Contract Time will be:
The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
2755 Las Vegas Blvd. S
Las Vegas, NV 89109

(Signature)
Robert R. Ambridge, CEO

By 12/30/08
Date

Fontainebleau Las Vegas, LLC
OWNER
2827 Paradise Road, 4th Floor
Las Vegas, NV 89109

(Signature)
SVP of Development

By 12/31/08
Date

2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011



OWNER CHANGE ORDER

Project:
 Garage
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10300
Change Order: 53
Date: 12/8/08

To Contractor:
 Turnberry West Construction, Inc.
 2755 Las Vegas Blvd, S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC 84 Transfer Elevator Operator and POC 85 Transfer Mobile Crane Budgets from General Conditions - costs included are for interior Elevator Operators and misc. Mobile Cranes required on the project.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed.

POC #	Description	Amount
POC #84	Transfer Elevator Operator Budget	\$ 857,825.00
POC #85	Transfer Mobile Crane Budget	\$ 235,564.00

Total Change \$ 1,093,389.00

The Original Contract Amount was	\$ 379,895,718.00
Net Change by previously authorized Change Orders to 52	\$ 60,544,214.32
The Contract Amount prior to this Change Order was	\$ 440,439,932.32
The Contract will be increased by this Change Order in the Amount of	\$ 1,093,389.00
The New Contract Amount including this Change Order will be	\$ 441,533,321.32

The Contract Time will be: **No Change**
 The date of Substantial Completion as of the date of this Change Order therefore is: **September 30, 2009**

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd S
 Las Vegas, NV 89109

Robert R. Ambridge
 (Signature) **Robert R. Ambridge, CEO**

By 12/31/08
 Date

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

[Signature]
 (Signature)

By SUP of Development
 Date 12/31/08

2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011



OWNER CHANGE ORDER

Project:
 General Conditions
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10400
Change Order: 15
Date: 12/8/08

To Contractor:
 Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC #16 Transfer Elevator Operator, Mobile Crane and Misc. Crane Maintenance/Welding Budgets to Podium, Garage & Tower - includes associated costs and corresponding OCIP for the Projects.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed.

Change Request #	Description	Amount
POC #16	Transfer Elevator Operator Budget to Podium	\$ (1,676,028.00)
	Transfer Elevator Operator Budget to Garage	\$ (857,825.00)
	Transfer Elevator Operator Budget to Tower	\$ (1,176,747.00)
	Transfer Mobile Crane Budget to Podium	\$ (199,505.00)
	Transfer Mobile Crane Budget to Garage	\$ (235,564.00)
	Transfer Mobile Crane Budget to Tower	\$ (264,931.00)
	Transfer Misc. Crane Maintenance/Welding Budget to Tower	\$ (100,000.00)
Total Change		\$ (4,510,600.00)

The Original Contract Amount was	\$	93,634,074.00
Net Change by previously authorized Change Orders through 14	\$	(14,558,819.23)
The Contract Amount prior to this Change Order was	\$	79,075,254.77
The Contract will be increased/decreased by this Change Order in the Amount of	\$	(4,510,600.00)
The New Contract Amount including this Change Order will be	\$	74,564,654.77

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

(Signature) **Robert R. Ambridge, CEO**

(Signature) **SUP of Development**

By 12/30/08
 Date

By 12/31/08
 Date

2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8100 FAX (702) 495-8011



OWNER CHANGE ORDER

Project:
 General Conditions
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10400
Change Order: 16
Date: 12/15/08

To Contractor:
 Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7380 FAX (702) 495-7366

The Contract is changed as follows:

POC #17 Additional Projected General Conditions - Includes projected costs for Reimbursable Blueprinting, Misc. Project Expenses, Project Documentation, General Equipment & Tools, Clean-up, Material & Labor Staging, Temporary Protection, Temporary Utility, Field Office Expenses, Safety, OT for Inspectors, Field Engineering and Construction Management Staffing.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed.

Change Request #	Description	Amount
POC #17	Construction Management Staffing	\$ 1,945,400.00
	Field Engineering (Outside Services)	\$ 236,000.00
	OT for Inspectors	\$ 12,000.00
	Safety	\$ 282,000.00
	Field Office Expense	\$ 93,000.00
	Temporary Utility	\$ 254,000.00
	Temporary Protection	\$ 245,000.00
	Material & Labor Staging	\$ 518,000.00
	Clean-up	\$ 186,000.00
	General Equipment & Tools	\$ 36,000.00
	Project Documentation	\$ 1,000.00
	Misc. Project Expenses	\$ 134,000.00
	Reimbursable Blueprinting	\$ 94,000.00
	Total Change	\$ 4,016,400.00

The Original Contract Amount was	\$ 93,634,074.00
Net Change by previously authorized Change Orders through 15	\$ (19,069,419.23)
The Contract Amount prior to this Change Order was	\$ 74,564,654.77
The Contract will be increased/decreased by this Change Order in the Amount of	\$ 4,016,400.00
The New Contract Amount including this Change Order will be	\$ 78,581,054.77

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

 (Signature) **ROBERT R. AMBRIDGE, CEO**

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

 (Signature) **D. Kuroki**

By 12/30/08
 Date

By SUP of Development
 Date 12/31/08