

Component	Description	Permit No.	Date Issued
Podium	Stair 192	07-21582-41	October 20, 2008
Podium	Stair 191	07-21582-43	October 20, 2008
Podium	Structural	07-21582-35	October 21, 2008
Tower	Structural	07-14186-013	October 21, 2008
Tower	Structural	07-14186-015	October 21, 2008
Tower	Architectural & MEP	07-14840-15	October 21, 2008
Podium	Structural	07-21582-33	October 22, 2008
Podium	Structural	07-21582-34	October 22, 2008
Garage	Architectural	07-17708-003	October 22, 2008
Site	Sidewalk Canopy	08-25201	October 24, 2008
Podium	Site	07-21582-36	October 27, 2008
Podium	Structural	07-21582-37	October 28, 2008
Podium	Structural	07-21582-39	November 10, 2008
Garage	Egress	07-7220	November 10, 2008
Garage	Misc.	07-7220-24	November 10, 2008
Podium	Wedding Chapel	08-27529	November 11, 2008
Podium	Theatre	07-21582-40	November 11, 2008
Garage	Structural	07-17708-04	November 12, 2008
Garage	Misc.	07-7220-26	November 12, 2008
Garage	Structural	07-7220-25	November 14, 2008
Garage	Structural	07-7220-27	November 18, 2008
Garage	Structural	07-7220-28	November 18, 2008
Podium	Convention Lobby	08-30383 BU1	November 18, 2008
Garage	Stair 2	07-7220-29	November 19, 2008
Garage	Structure	07-7220-30	November 19, 2008
Garage	Stair 11	07-7220-31	November 19, 2008
Podium	Stair 193	07-21582-42	November 25, 2008
Podium	Stair 157	07-21582-44	November 25, 2008
Podium	Stair 159	07-21582-45	November 25, 2008
Podium	Stair 162	07-21582-46	November 25, 2008
Podium	Stair 158	07-21582-47	November 25, 2008
Podium	Venue-Restaurant Bar	08-30819	November 25, 2008
Podium	Venue-Pool Café	08-30985	November 25, 2008
Garage	Stair 9	07-7220-33	November 26, 2008
Garage	West Elevation	07-7220-32	November 29, 2008
Garage	Stair 1	07-7220-34	December 2, 2008

Component	Description	Permit No.	Date Issued
Podium	Venue-Oasis Pool Bar	08-30822	December 2, 2008
Garage	Delta 12	07-17708-05	December 2, 2008
Podium	Structural	07-21582-48	December 5, 2008
Garage	SK-06 &SK-07	07-7220-35	December 8, 2008
Podium	Foundation delta NF6	07-38187-05	December 9, 2008
Podium	Structural delta NS8	07-40154-05	December 9, 2008
Podium	Bleau Lounge	08-31185 BU1	December 11, 2008
Podium	Venue-Euro Pool Bar	08-30824 BU1	December 12, 2008
Garage	East Elevation	07-7220-36	December 13, 2008
Podium	Fireproofing	07-21582-38	December 17, 2008
Podium	Exterior Courtyard	07-21582-51	December 19, 2008
Podium	Fire Alarm	07-33462 FA 9	December 19, 2008
Tower	Embedment Shop Drawings	07-14186-17	December 19, 2008
Podium	Delta 18	07-33462-09	December 22, 2008
Garage	Structural Framing Level 6	07-7220-45	December 23, 2008
Garage	Delta 13	07-17708-06	December 24, 2008
Podium	Venue-Casino Sundries	08-32957 BU1	December 24, 2008
Podium	NCR Response	07-21582-52	December 26, 2008
Garage	West-North Elevations	07-7220-39	December 26, 2008
Podium	Venue-Burger Bar	08-32956	December 29, 2008
Tower	Structural Delta 15B	07-14186-18	December 30, 2008
Garage	Structural Delta 10	07-7220-43	December 30, 2008
Garage	Emergency Ramp	06-52272-04	December 31, 2008
Garage	North Elevation	07-7220-44	December 31, 2008
Garage	Foundation Delta 9	06-47392-06	January 2, 2009
Podium	Structural Delta S17	07-21582-53	January 2, 2009
Podium	Retail Promenade	07-21582-54	January 6, 2009
Podium	Hospitality Courtyard	07-33462-10	January 9, 2009
Tower	Structural Delta 14B	07-14186-16	January 12, 2009
Garage	Delta 14	07-17708-07	January 16, 2009
Podium	Las Vegas Blvd. Zone 140	07-33462-11	January 20, 2009
Podium	Venue-East Casino	08-23297 FA9	January 26, 2009
Podium	Venue-FB Logo	09-1305 BU1	January 26, 2009

6.3. As-Built Survey

Not expected at this time.

**6.4. Designer-of-Record Field Observation Reports**

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

**6.5. Certificate of Occupancy**

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

Component/Phase	Permit No.	Date Issued	Expires	Certificate
Parking Garage P-1 to P-3	07-7220	August 26, 2008	January 31, 2009	TCO
Parking Garage P-4	07-7220	October 1, 2008	January 31, 2009	TCO
Parking Garage P-1 to P-4	07-7220	December 1, 2008	January 31, 2009	TCO
Parking Garage P-1 to P-4	07-7220	February 2, 2009	April 30, 2009	TCO

**6.6. Construction Meeting Minutes**

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

**6.7. Shop Drawing and RFI Logs**

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

**6.8. Tenant/End-User Status and Approvals**

IVI has not received copies of any executed lease agreements for the available retail spaces. Listed below are the proposed tenants and allotted space:

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

Category	Level	Suite ID	Tenant	Tentative Opening Date	SFG
Retail	Casino	111	Retail	TBD	1,173
Retail	Casino	A2	Retail	TBD	5,040
Retail	Casino	116	Retail	TBD	2,731
Retail	Casino	116/LOGO	Retail	TBD	2,182
Retail	Casino	LOGO	Retail	TBD	2,036
Retail	Casino	Deli	Retail	TBD	1,689
F&B	Retail	R5	NOBU	TBD	14,548
Retail	Retail	200	Retail	TBD	8,972
Retail	Retail	202	Retail	TBD	715
Retail	Retail	205	Retail	TBD	1,867
Retail	Retail	207	Retail	TBD	2,293
Retail	Retail	209	Retail	TBD	1,612
Retail	Retail	211	Retail	TBD	1,535
Retail	Retail	213	Retail	TBD	2,094
Retail	Retail	215	Retail	TBD	2,016
Retail	Retail	217	Retail	TBD	2,141
Retail	Retail	225	Retail	TBD	5,028
Retail	Retail	226	Retail	TBD	6,423
Retail	Retail	227	Retail	TBD	2,305
Retail	Retail	229	Retail	TBD	2,380
Retail	Retail	231	Retail	TBD	4,630
Retail	Retail	235	Retail	TBD	2,720
Retail	Retail	238	Retail	TBD	670
Retail	Retail	239	Retail	TBD	679
Retail	Retail	241	Retail	TBD	1,995
Retail	Retail	243	Retail	TBD	1,806
Retail	Retail	245	Retail	TBD	1,861
Retail	Retail	247	Retail	TBD	2,803
Retail	Retail	249	Retail	TBD	1,225
Retail	Retail	251	Retail	TBD	1,509
Retail	Retail	253	Retail	TBD	1,790
Retail	Retail	255	Retail	TBD	1,884
Retail	Retail	257	Retail	TBD	1,822
Retail	Retail	258	Retail	TBD	1,778
Retail	Retail	259	Retail	TBD	1,556
Retail	Retail	260	Retail	TBD	1,306
Retail	Retail	261	Retail	TBD	1,047
Retail	Retail	262	Retail	TBD	1,043
Retail	Retail	263	Retail	TBD	1,266
Retail	Retail	265	Retail	TBD	1,286
Retail	Retail	267	Retail	TBD	1,120
Retail	Retail	268	Retail	TBD	1,336
Anchor	Retail	A1	Retail	TBD	14,661
Anchor	Retail	A3	Retail	TBD	27,795
<b>Total SFG</b>					<b>290,373</b>

**6.9. Closeout Documents**

Not expected at this time.

**6.10. LEED Status**

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



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

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

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

- LEED credit checklist dated December 31, 2008.

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

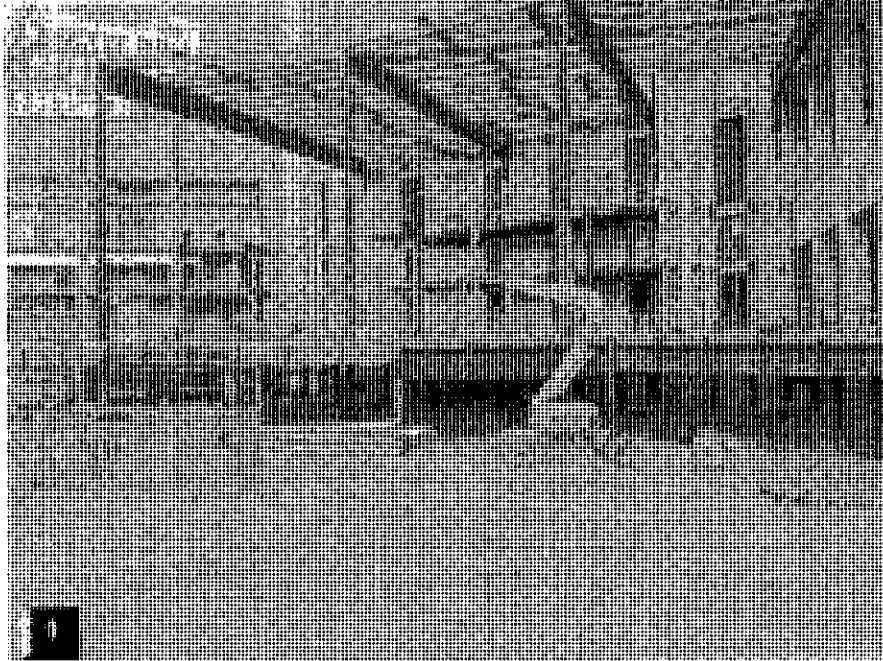


7. SALIENT FACTS SCHEDULE

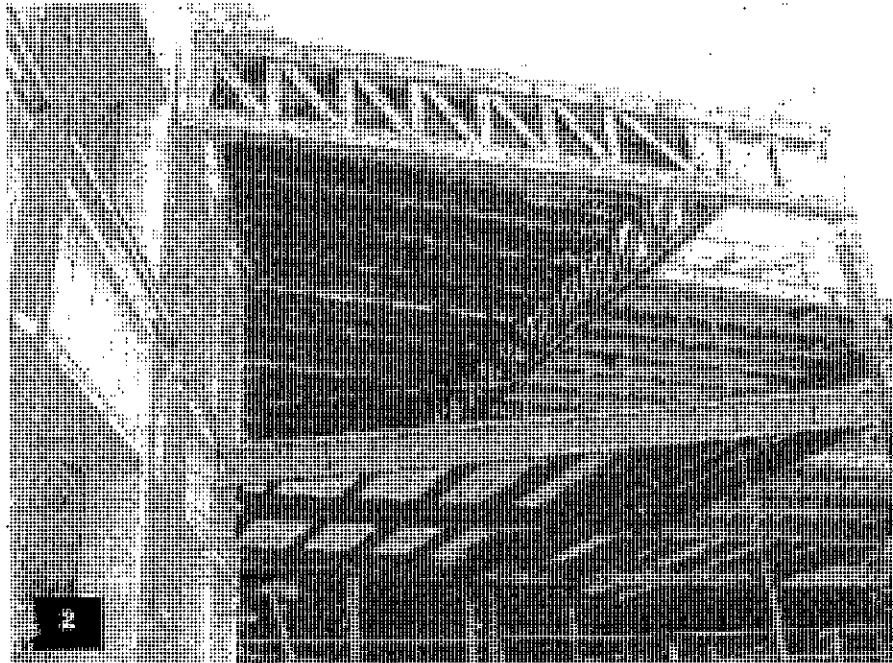
<b>Project Location:</b>	Las Vegas Boulevard, Las Vegas, Nevada
<b>Project Type:</b>	Fontainebleau Resorts Hotel Casino
<b>Project Size:</b>	8,749,063 SFG
<b>Construction Delivery Method:</b>	Cost-of-the-Work Plus a Fee
<b>Developer:</b>	Fontainebleau Las Vegas, LLC. 2827 Paradise Road Las Vegas, Nevada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

**8. DISBURSEMENT AGREEMENT TERMS**

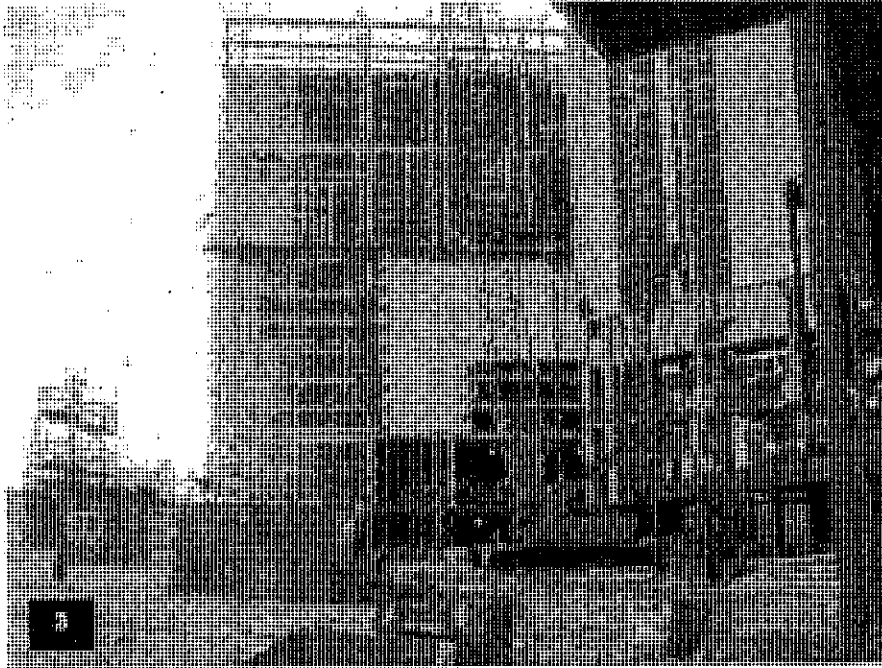
<b>Agreements:</b>	Executed subcontractor agreement requirements: 60% execution by April 30, 2007; 75% execution by June 30, 2007; 85% execution by October 25, 2007 and 95% after exhaustion of the second mortgage proceeds account.
<b>Contingency:</b>	\$111,039,860; usage to be approved by BofA.
<b>Retainage: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



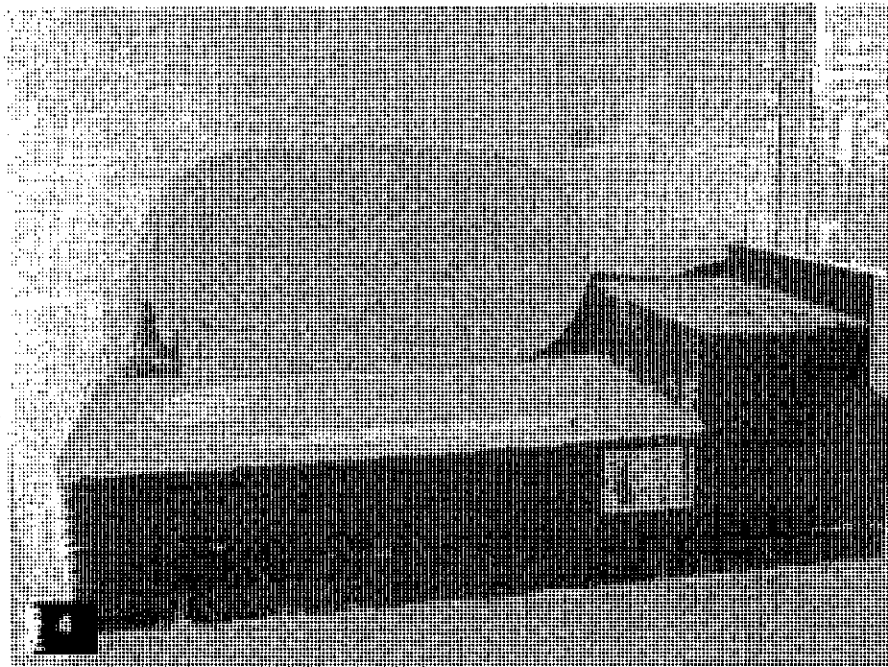
View looking east of the structural steel framing in process for the main lobby.



View of the Podium structural steel framing along Las Vegas Boulevard with the last truss scheduled for installation the second week in February.

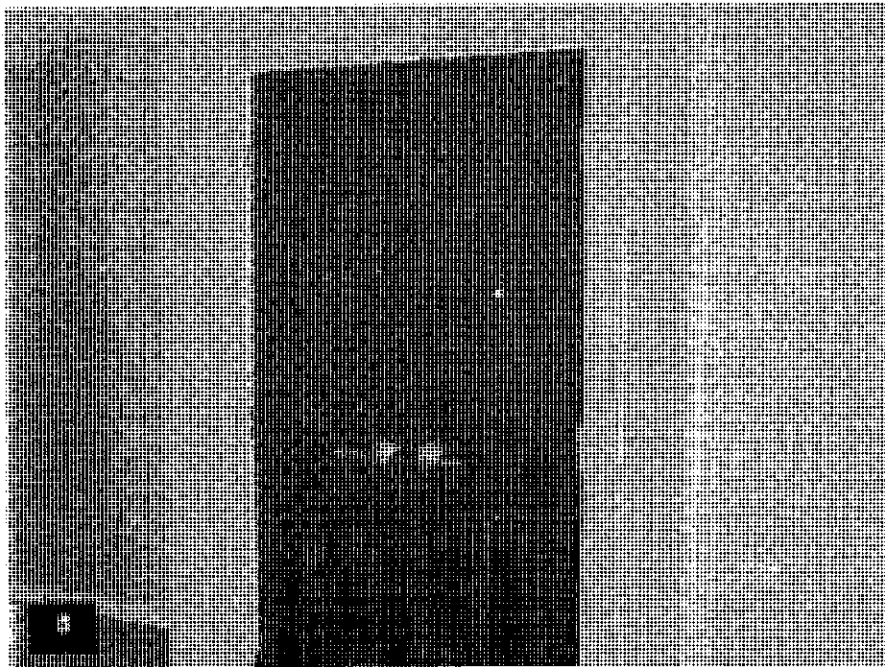


View of the west elevation of the Garage/Convention Center with the metal stud framing and insulation of the façade in process.

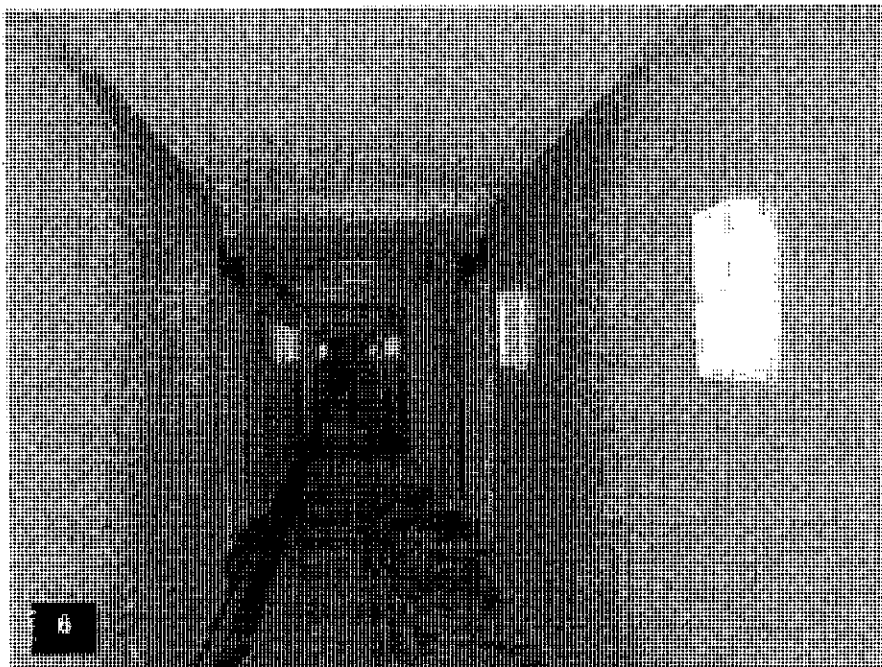


Tower Level T1 – View of a typical bathroom suite with the tub set and the tile in process.





Tower Level T2 – View of a typical guestroom with installation of the closet doors complete.

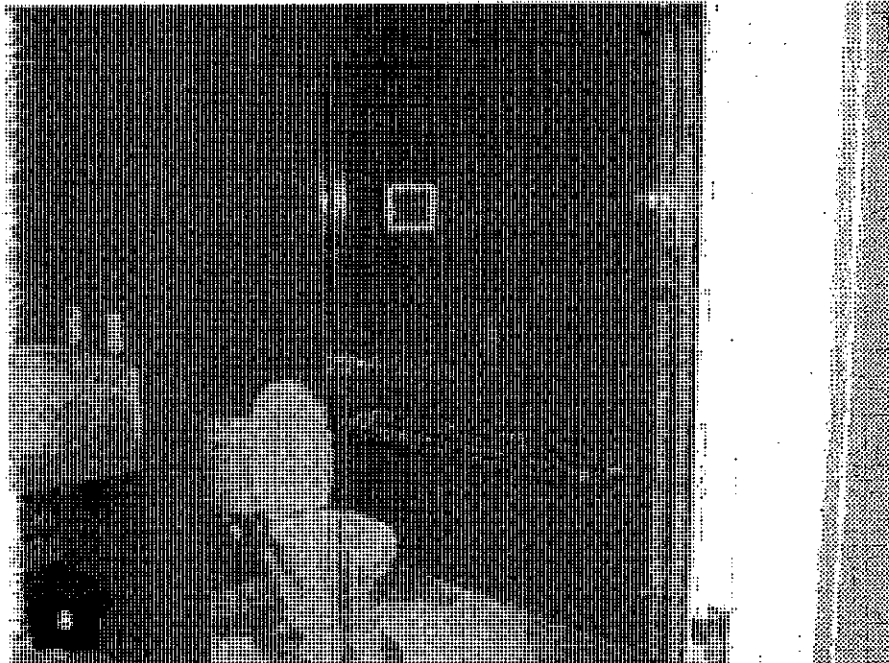


Tower Level T2 – View of the completed corridor including; carpeting, wall sconces, ceiling light fixtures and wall covering.





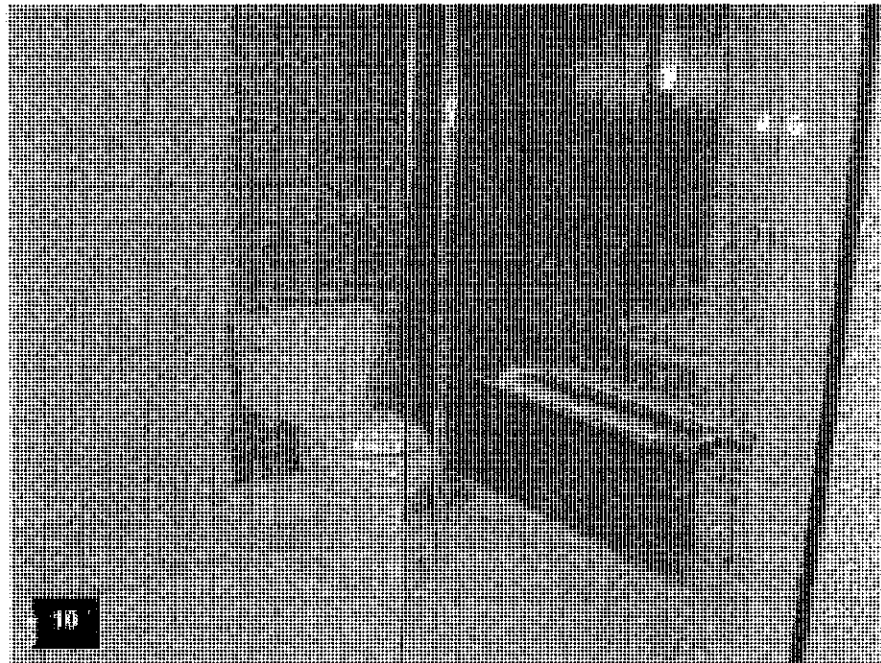
Tower Level T2 – View of a typical guestroom bathroom completed including; vanity top, sink, mirrors, valance and faucet.



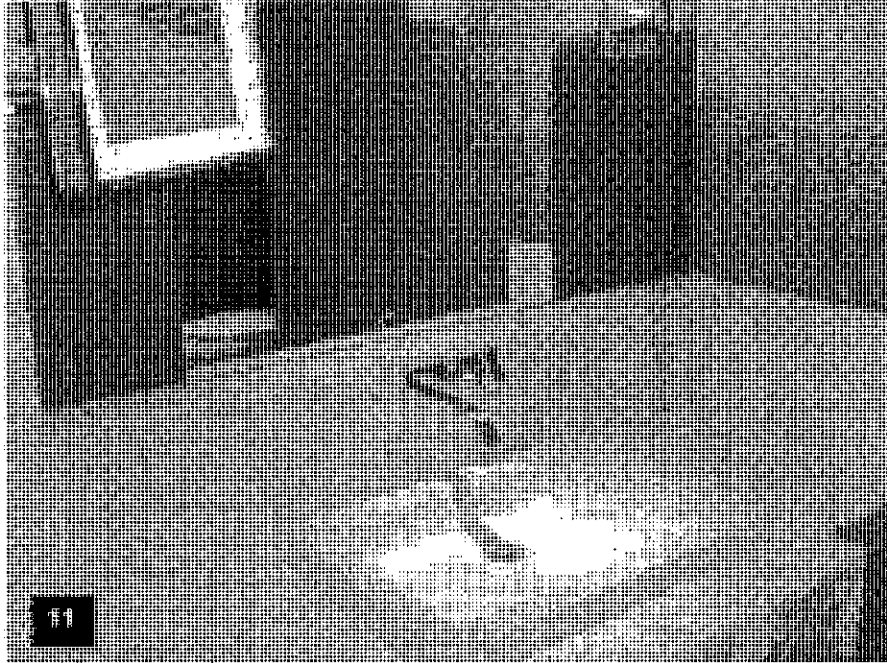
Tower Level T2 – View of a typical guestroom bathroom completed including; toilet, glass shower enclosure and accessories.



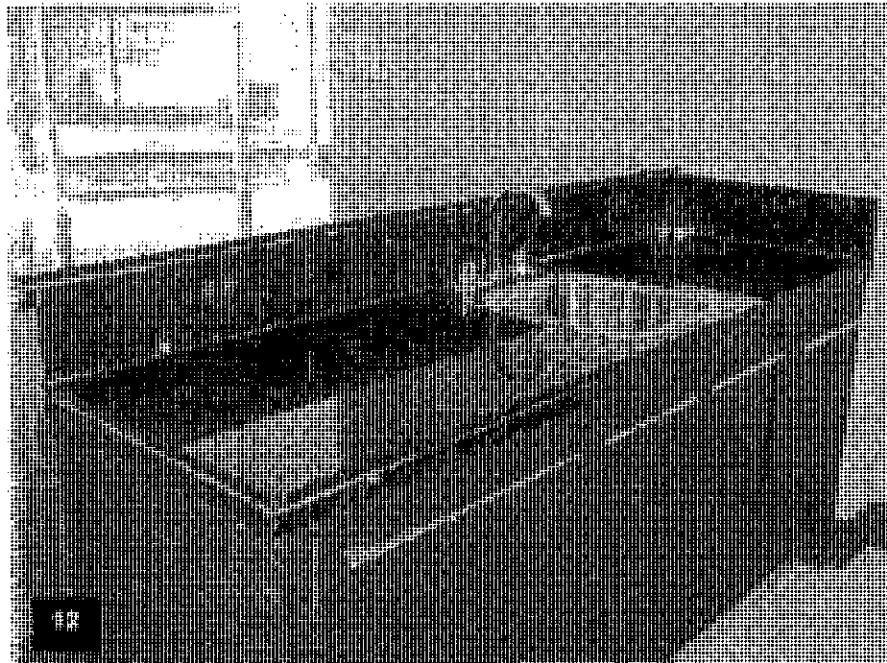
Tower Level T2 – View of a typical condominium entrance completed including doorbell, valance, finishes and hardware.



Tower Level T2 – View of a typical condominium bathroom completed including; toilet, glass shower enclosure and accessories.



Tower Level T2 – View of a typical condominium bathroom completed including: vanity top, sink, mirrors, valance and faucet.

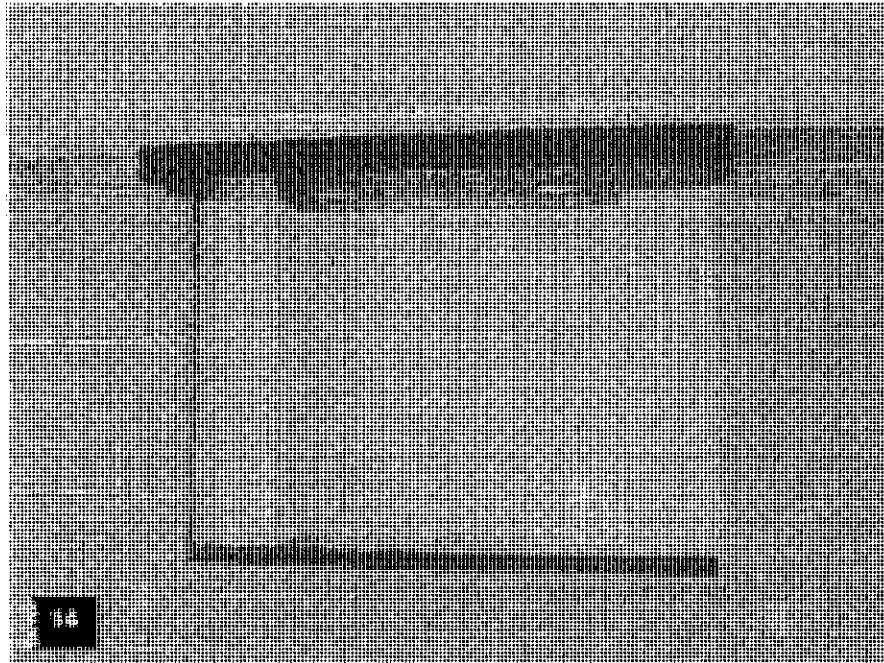


Tower Level T2 – View of a completed typical condominium kitchen completed including; stone countertops, breakfast bar, sink and faucet.

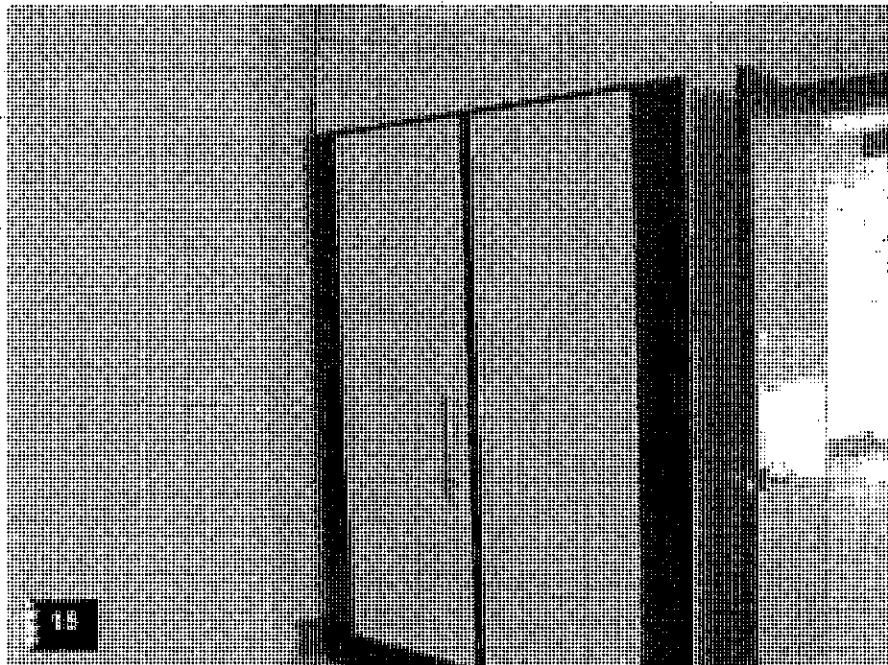




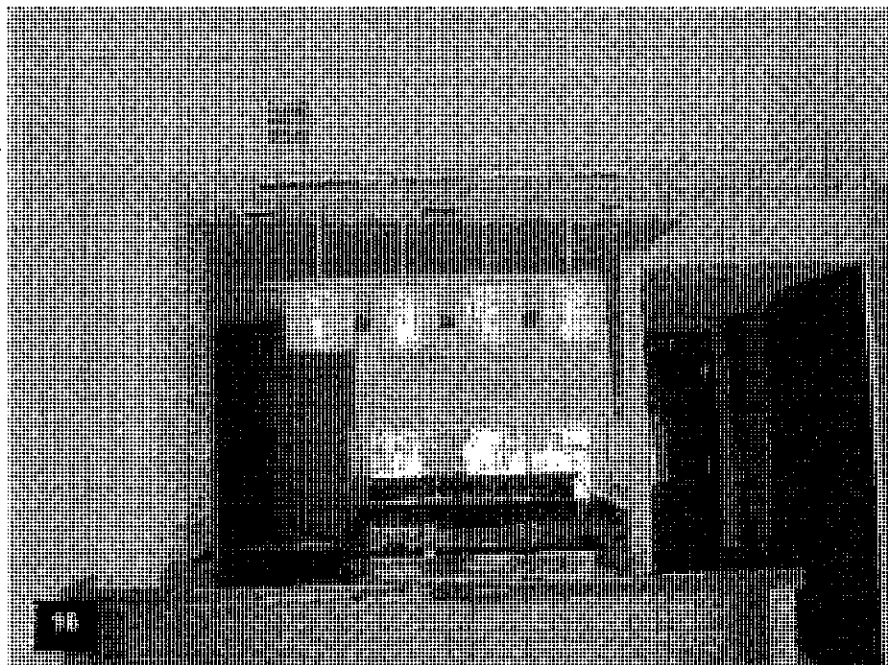
Tower Level T2 – View of a completed typical condominium kitchen completed excluding the cooktop and oven.



Tower Level T2 – View of a typical condominium bedroom completed with the recessed area illuminated.



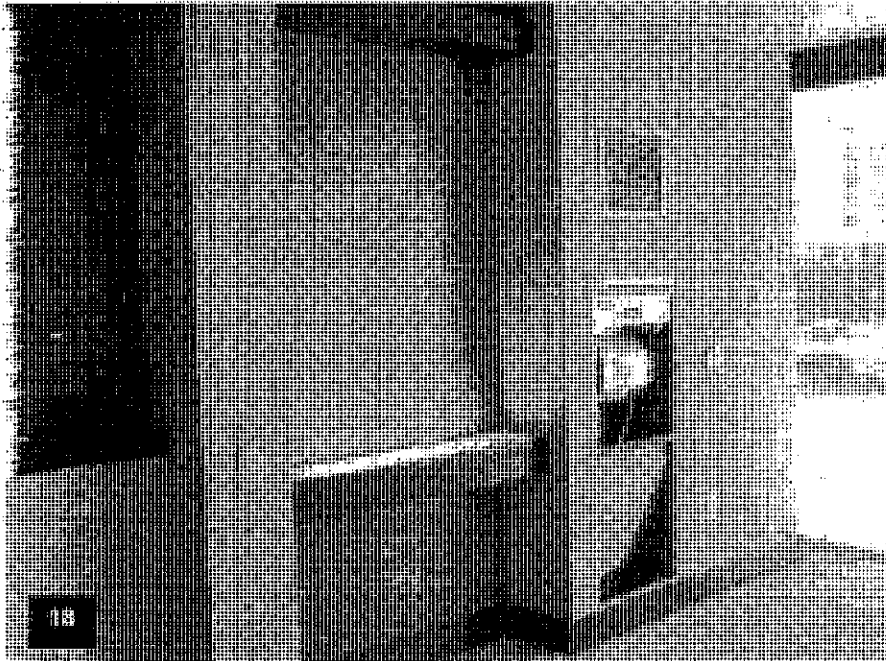
Tower Level T2 – View of a typical condominium entrance area with the closet installation completed.



Tower Level T2 – View of the completed kitchen area for a typical one bedroom condominium including the light fixtures over the breakfast bar.

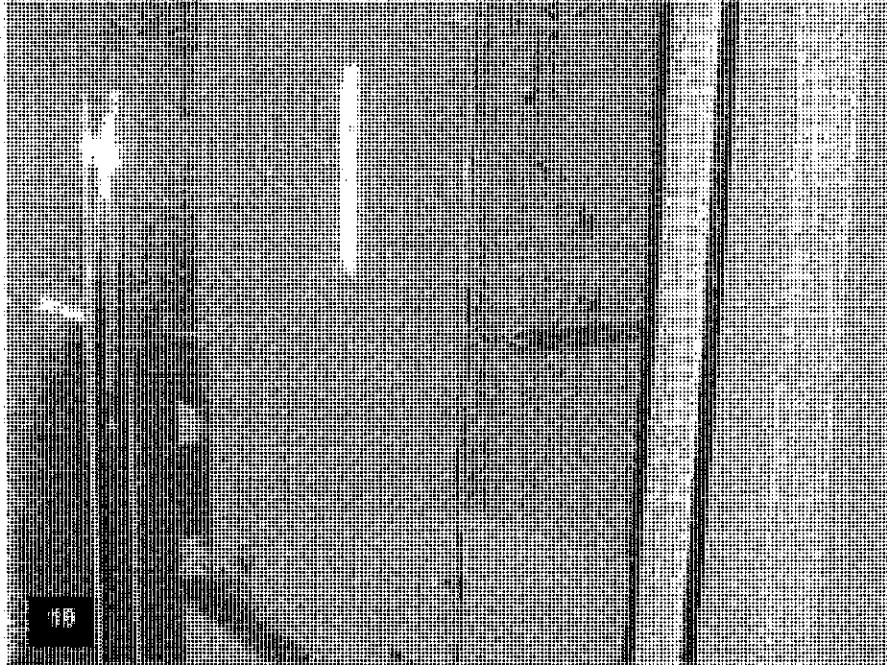


Tower Level T2 – View of a typical kitchen area completed for a studio condominium.

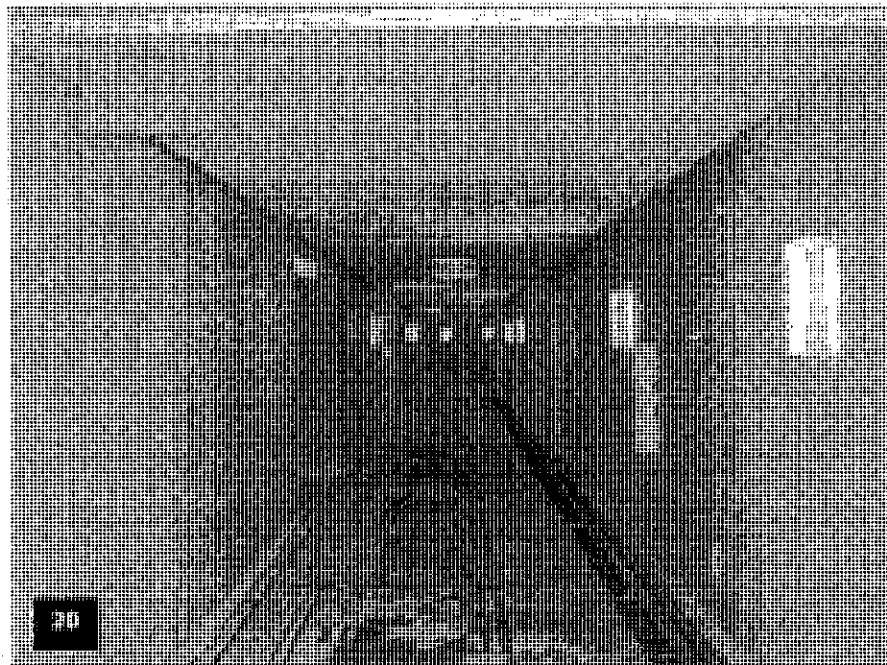


Tower Level T2 – View of a typical studio condominium completed excluding the cover for the fan coil units which will be installed as part of FF&E.

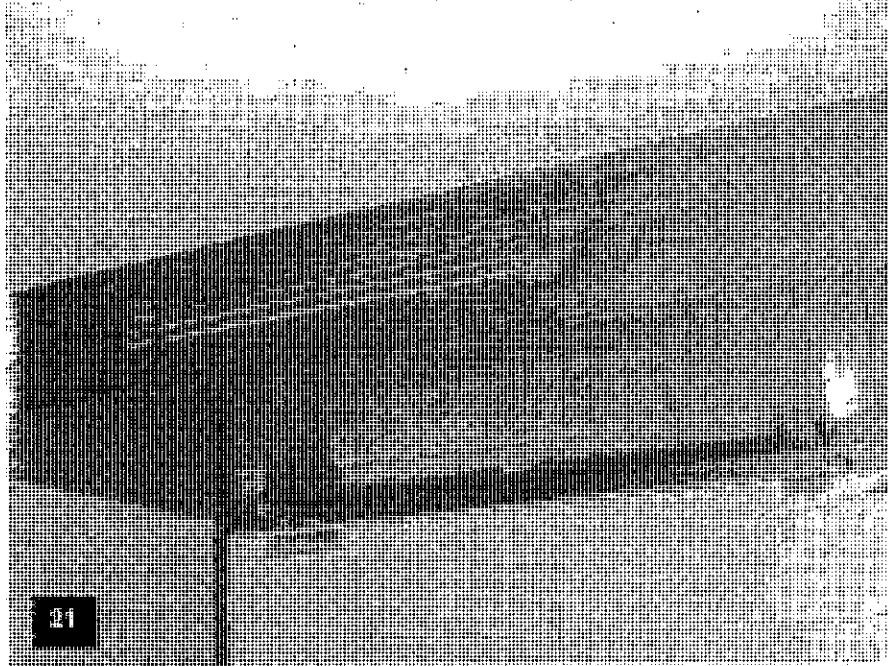




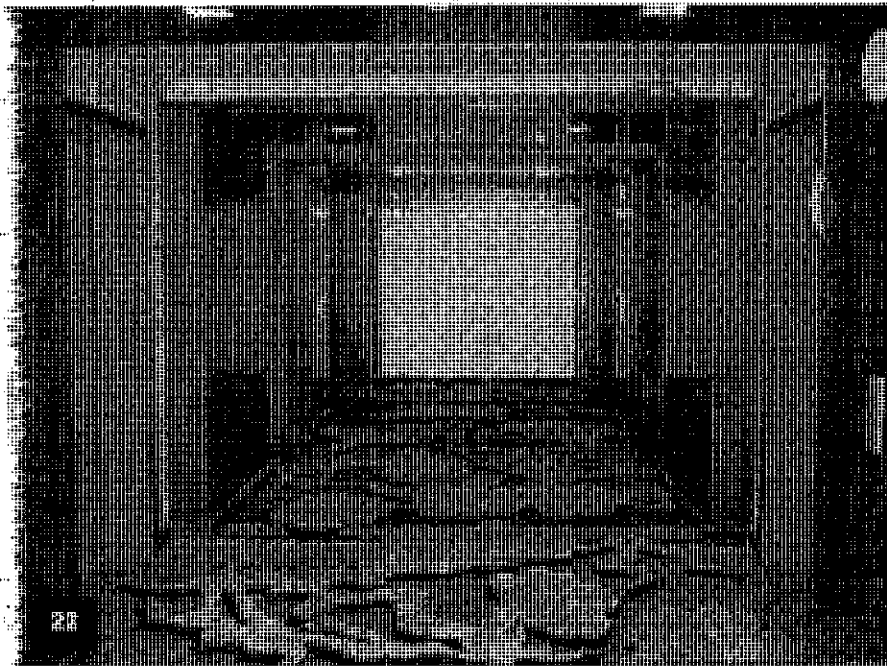
Tower Level T2 – View of a typical studio condominium bathroom completed.



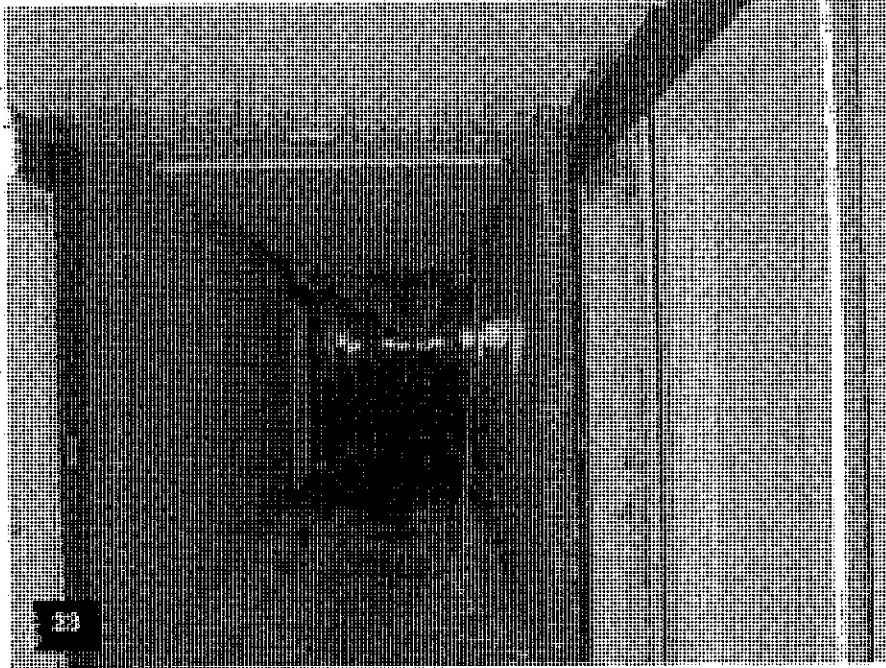
Tower Level T3 – View of the completed corridor including; carpeting, wall sconces, ceiling light fixtures and wall covering.



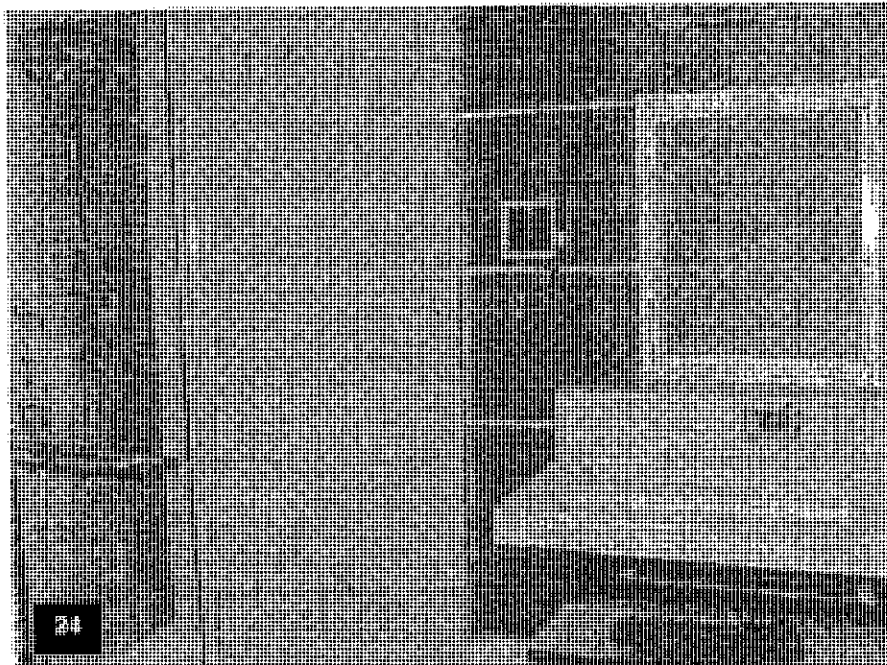
Tower Level T2 – View of the elevator lobby fan coil unit completed.



Tower Level T2 – View of the completed elevator lobby including; carpeting, light fixtures, wood paneling and wallcovering.

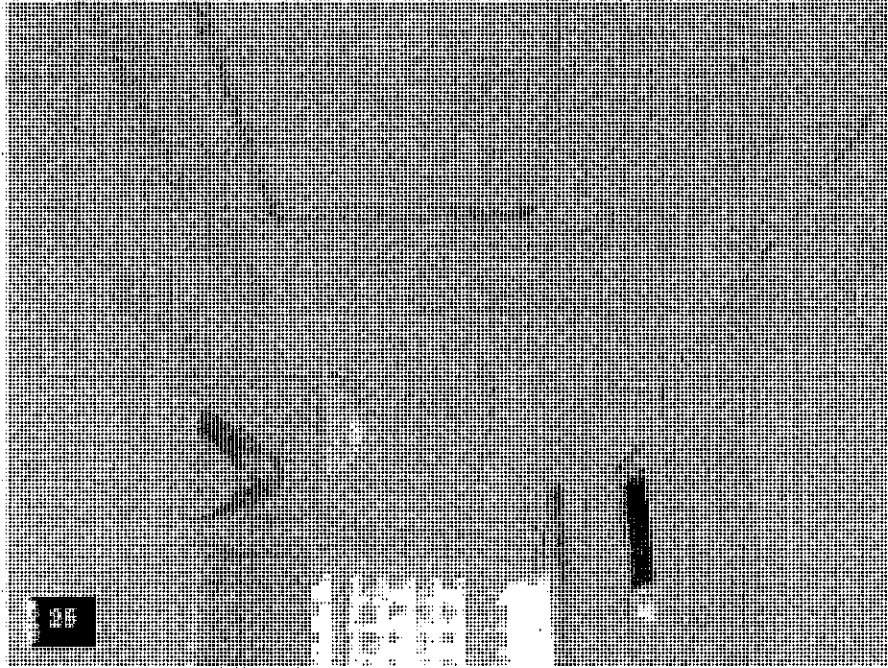


Tower Level T3 – View of the corridor excluding carpeting and light fixtures which will be typical until installation of all FF&E.

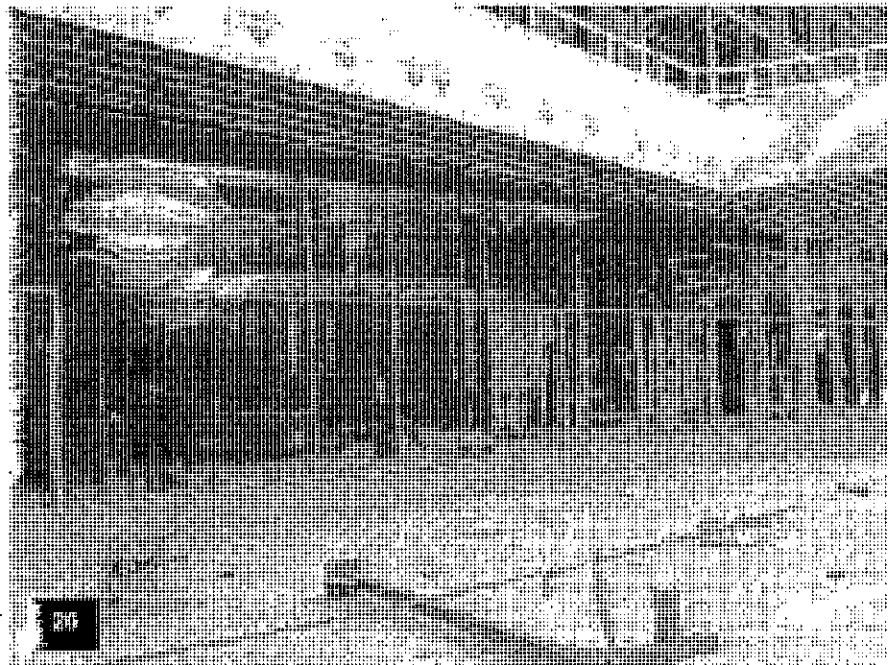


Tower Level T4 – View of a typical bathroom with completion in process.

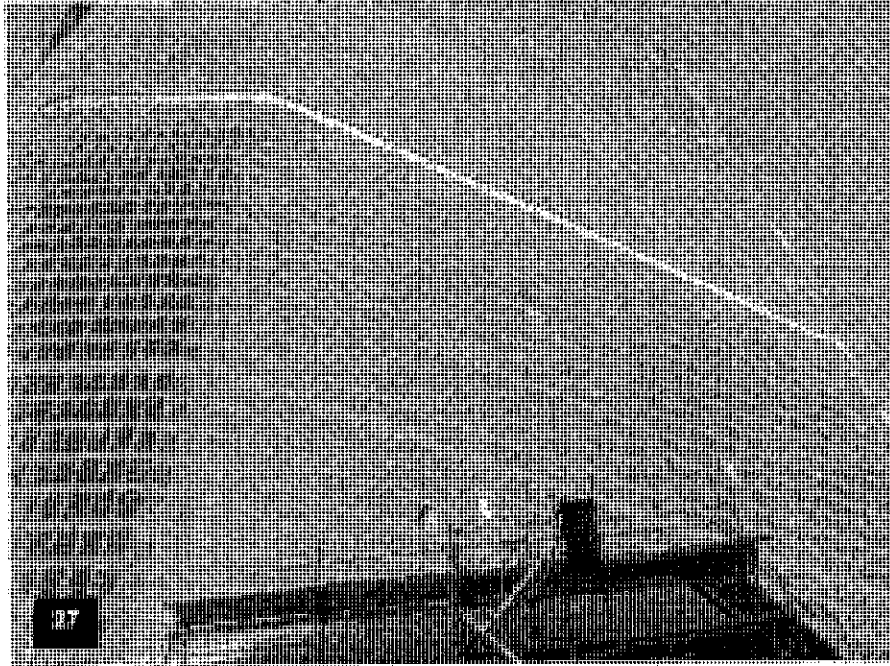




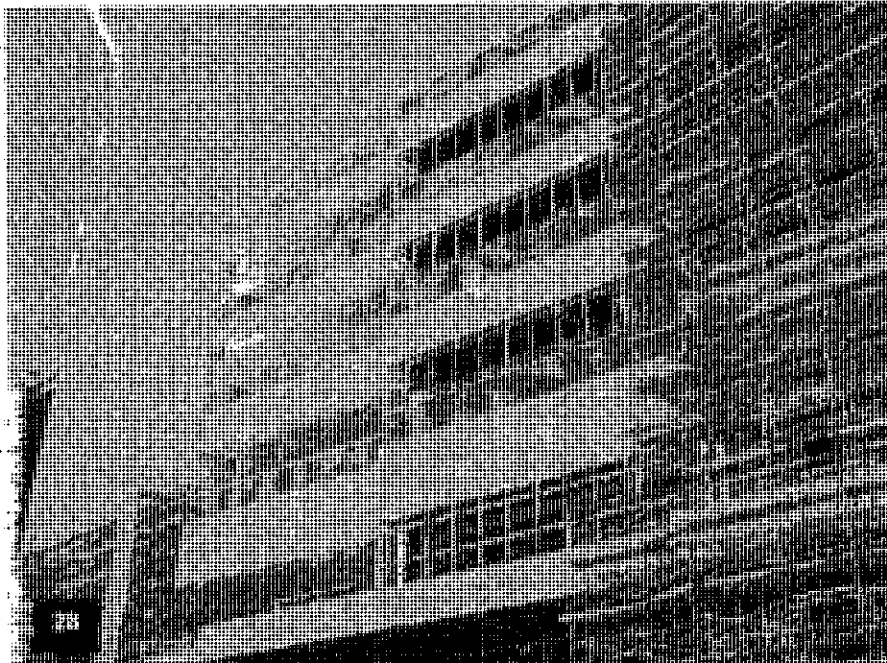
Tower Level T4 – View of a completed coffered ceiling in a typical end suite.



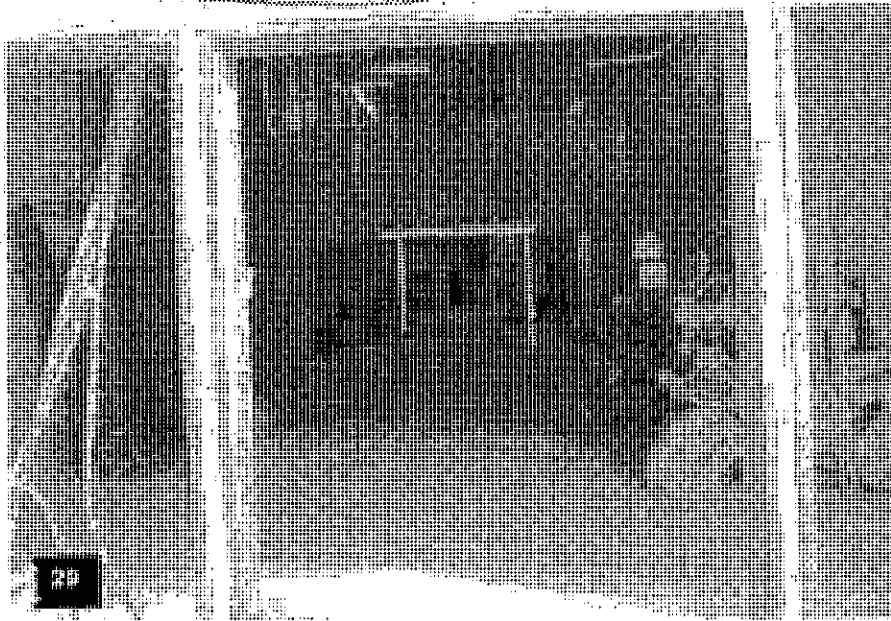
View of the west elevation of the meeting room glass façade facing the hospitality gardens.



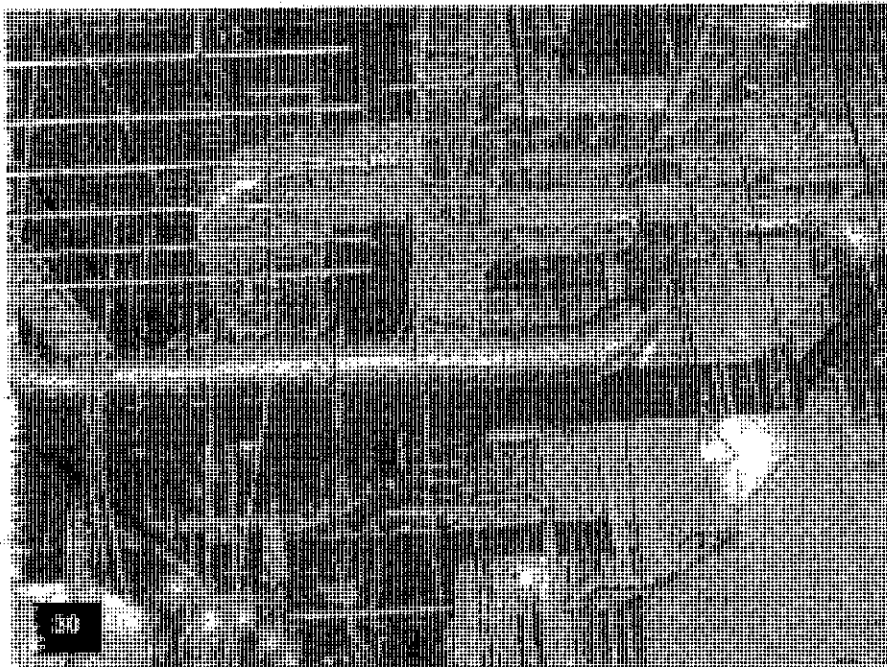
View of the south elevation of the Tower, visible is the louver band at tower level T31.



View of the west elevation of the meeting room façade with the EFIS and glazing in process.



Garage/Convention Center - View of the corridor outside the Ballroom with the door frames and MEP in process.

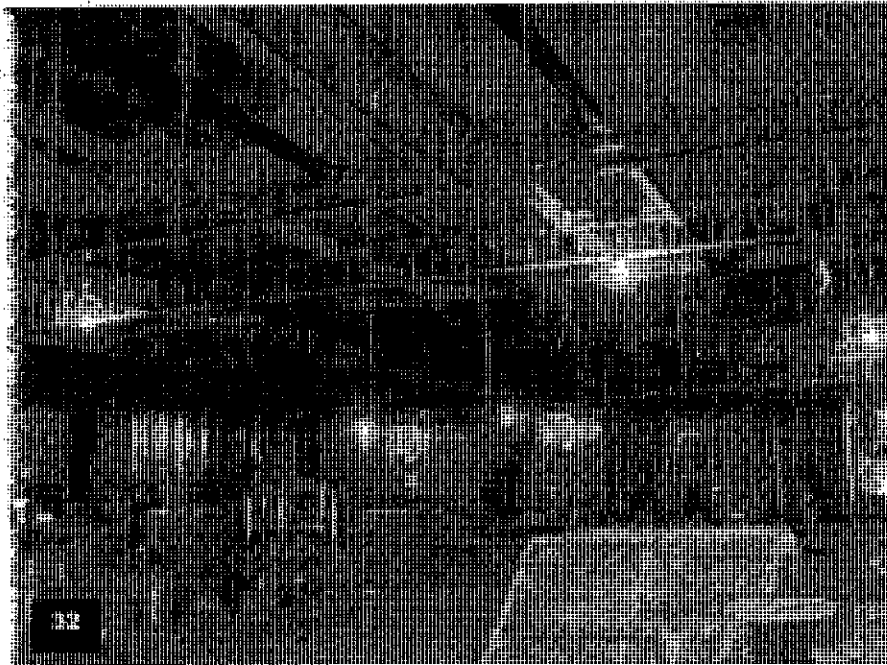


Garage/Convention Center – View of the in process MEP for the Ballroom.





Garage/Convention Center – View of the installed operable partitions in the meeting rooms with the ceiling and MEP in process.



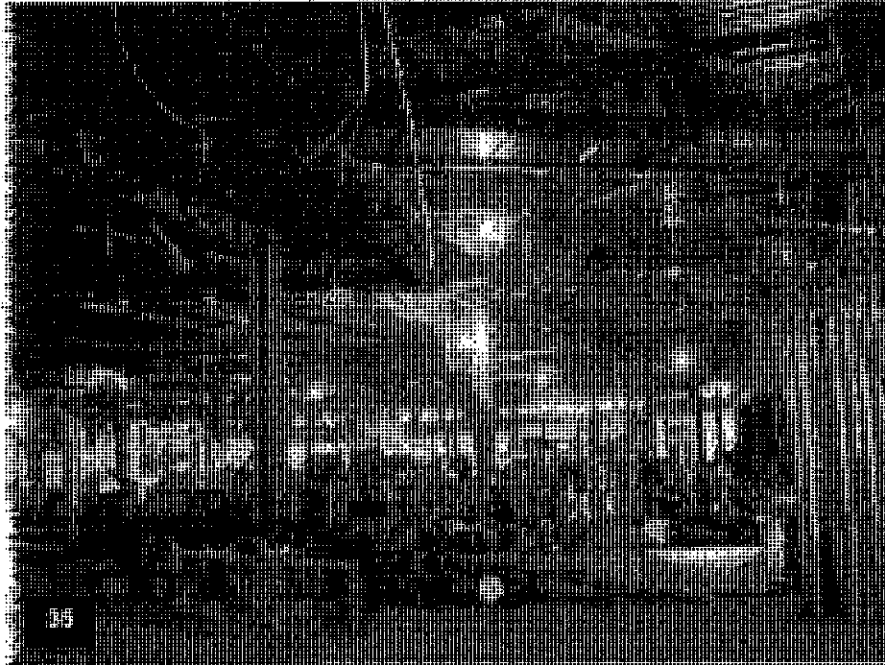
Garage/Convention Center – View of the MEP in process in the Ballroom.



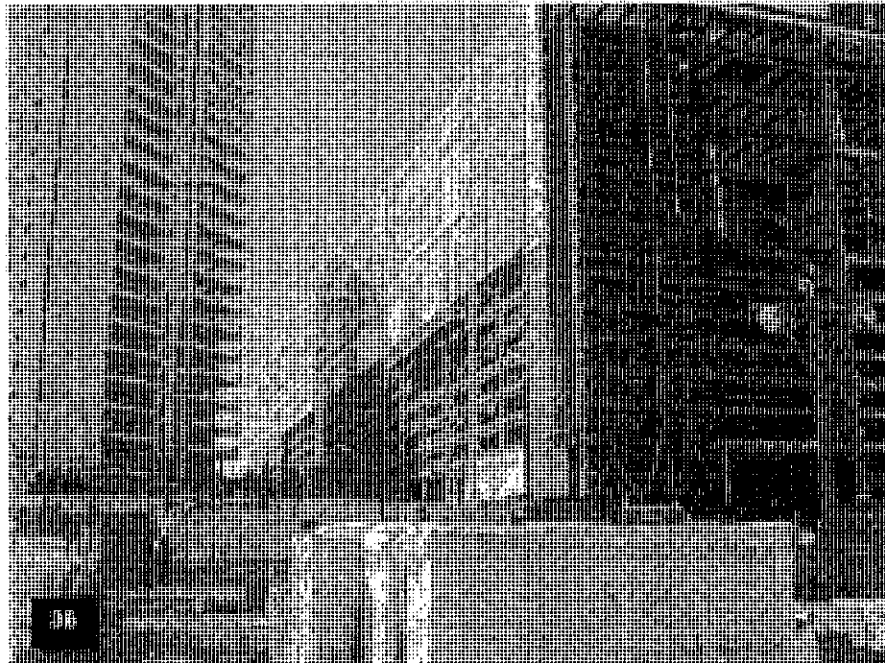
Podium Casino Level – View of the corridor adjacent to the Front Desk Support and the Coffee & Chocolate Boutique.



Podium Casino Level – View of the casino floor looking west.



Podium Casino Level – View of the casino floor looking west in the gaming area.

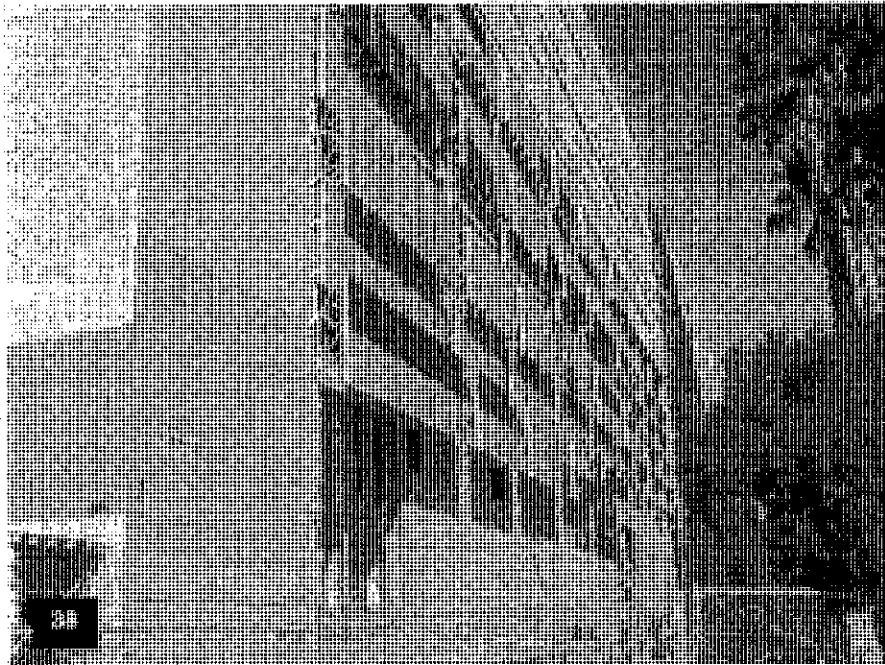


Garage/Convention Center – View of the northeast corner of the in process façade screening for the lower levels facing the residential towers and the completed EFIS façade facing the residential towers.





Garage/Convention Center – View of the southeast corner of the in process façade screening for the lower levels facing the residential towers and the completed EFIS façade facing the residential towers.



Garage/Convention Center – View of the east elevation of the in process façade screening for the lower levels facing the residential towers.

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

# EXHIBIT "B"



EXHIBIT C-1

to Master Disbursement Agreement

ADVANCE REQUEST

Certificate Date: February 13, 2009

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

Attn: Jeanne P. Brown, Vice President

Re: Advance Request No. 2-25-2009 under Master Disbursement Agreement dated as of June 6, 2007 (the "Disbursement Agreement") among Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC, and Fontainebleau Las Vegas II, LLC (collectively, the "Project Entities"), the Funding Agents referred to therein, and Bank of America, N.A., as Disbursement Agent.

Requested Advance Date: February 25, 2009  
Resort Amount Requested: \$122,370,388.67  
Retail Amount Requested: \$0  
Period Covered: January 1, 2009 through January 31, 2009

Ladies and Gentlemen:

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

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

I. Certifications.

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

W02-WEST:ICDGIW00185305.9

-1-



in each case as of the Advance Date specified above.

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

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

C. Shared Cost Allocation Report.<sup>4</sup> The Shared Cost Allocation Report attached hereto is in

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

the form required by the Master Disbursement Agreement.

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

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

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

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

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

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

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

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

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

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<sup>4</sup> Include this Appendix only from and after the Initial Bank Advance Date.

<sup>5</sup> Include this certification only when requesting Advances from the Bank Proceeds Account.

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

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

<sup>6</sup> Include this certification only when requesting Advances from the Bank Proceeds Account.

each case unless previously delivered.

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

O. General Representations.

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

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

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

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

5. The In Balance Test is satisfied.

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

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

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

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



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

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

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

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

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

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

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

<sup>7</sup> Insert only where appropriate.

<sup>8</sup> Insert only where appropriate.

<sup>9</sup> Insert only where appropriate.

<sup>10</sup> Insert only where appropriate.

<sup>11</sup> Insert only where appropriate.

with or following the Exhaustion of the Second Mortgage Proceeds Account, the Project Entities have delivered to the Disbursement Agent duly executed acknowledgments of payments and releases of mechanics' and materialmen's liens substantially in the form of Exhibit I to the Master Disbursement Agreement (with any modifications required by Nevada law) from the Contractors required by the Master Disbursement Agreement for all work, services and materials, including equipment and fixtures of all kinds, done, performed or furnished for the construction of the Project from the last day covered by the immediately preceding Advance Request through the last day covered by this Advance Request except for such work, services and materials the payment for which does not exceed, in the aggregate \$50,000,000 and is being disputed in good faith, so long as (1) such proceedings shall not involve any substantial danger of the sale, forfeiture or loss of the Project or the Site, as the case may be, title thereto or any interest therein and shall not interfere in any material respect with the Project or the Site, and (2) adequate cash reserves have been provided therefor through an allocation in the Remaining Cost Report. To the extent of any Outstanding Releases, the Project Entities have provided to the Disbursement Agent from the Title Insurer bonds or endorsements to the title insurance policies insuring the lien free status of the work. The aggregate of all Outstanding Releases do not represent work with an aggregate value in excess of \$50,000,000.<sup>12</sup>

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

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

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<sup>12</sup> Insert this paragraph only where Advances from the Bank Proceeds Account are requested.

<sup>13</sup> Insert this paragraph only where Advances from the Bank Proceeds Account are requested.

<sup>14</sup> Insert this paragraph only where Advances from the Bank Proceeds Account are requested.

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

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

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

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

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

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

[None].

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

<sup>15</sup> Modify this Section after Opening Date or Completion Date have occurred.

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

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

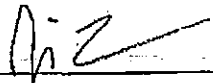
By: Fontainebleau Resort Properties I, LLC,  
its Managing Member

By: Fontainebleau Resort Holdings, LLC,  
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing  
Member

By:   
Title: Chief Financial Officer/Authorized Signatory

**FONTAINEBLEAU LAS VEGAS CAPITAL CORP.**  
a Delaware corporation

By:   
Title: Chief Financial Officer/Authorized Signatory

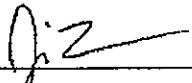
**FONTAINEBLEAU LAS VEGAS RETAIL, LLC,**  
a Delaware limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,  
its Managing Member

By: Fontainebleau Resorts, LLC, its  
Managing Member

By:   
Title: Chief Financial Officer/Authorized Signatory



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

and

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

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

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

By: Fontainebleau Resort Holdings, LLC,  
its Managing Member

By: Fontainebleau Resorts, LLC,  
its Managing Member

By: \_\_\_\_\_

Title: Chief Financial Officer/Authorized Signatory

EXHIBIT E

to Master Disbursement Agreement

ADVANCE CONFIRMATION NOTICE

Requested Advance Date: February 25, 2009

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

Re: Advance Request No. 2-25-2009 under Master Disbursement Agreement dated as of June 6, 2007 (the "Disbursement Agreement") among Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC, and Fontainebleau Las Vegas II, LLC (collectively, the "Project Entities"), the Funding Agents referred to therein, and Bank of America, N.A., as Disbursement Agent.

Ladies and Gentlemen:

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

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

Amounts to be Advanced:

From the Retail Facility	
For Shared Costs	\$ 4,043,132.00
For Other Retail Costs	\$0
Total Retail Facility Advances	\$ 4,043,132.00
From Resort Loss Proceeds Account	\$ .00
From the Second Mortgage Proceeds Account	\$ .00
From the Equity Funding Account	\$ .00

From the Bank Proceeds Account	\$ 50,241,078.79
Interest Earned in Interest Payment Account	\$ 28,513.99
From the Revolver	\$ 68,000,000.00
Amount Liquidity Account Exceeds \$50,000,000	\$ 57,049.79

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

Retail Payment Account	\$
Resort Payment Account #501001203813	\$ 4,043,132.00

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

Resort Payment Account #501001203813	\$ .00
--------------------------------------	--------

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

Resort Payment Account #501001203813	\$ 28,513.99
Cash Management Account #4968332450	\$

All the advances from the Revolver shall be deposited into the Bank Funding Account for further credit to the following Accounts:

Resort Payment Account #501001203813	\$ 68,000,000.00
--------------------------------------	------------------

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

Resort Payment Account #501001203813	\$ 50,241,078.79
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Liquidity Account Excess funds shall be deposited into the Bank Funding Account, for further credit to the following Account:

Resort Payment Account #501001203813	\$ 57,049.79
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Amount to be funded from the Fontainebleau, Las Vegas LLC Equity Proceeds Acct 0238-5090110385 shall be deposited into the following Account:

Resort Payment Account #501001203813	\$ .00
--------------------------------------	--------

Note: Resort Account Balance for Interest Earned already in an account and not to be advanced with this request \$614.10.

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_



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

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

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

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

By: Fontainebleau Resort Holdings, LLC,  
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing  
Member

By:  \_\_\_\_\_

Title: Authorized Signatory

**FONTAINEBLEAU LAS VEGAS CAPITAL CORP.**  
a Delaware corporation

By:  \_\_\_\_\_

Title: Authorized Signatory

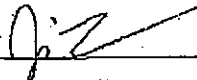
**FONTAINEBLEAU LAS VEGAS RETAIL, LLC,**  
a Delaware limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,  
its Managing Member

By: Fontainebleau Resorts, LLC, its  
Managing Member

By:   
Title: Authorized Signatory

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

and

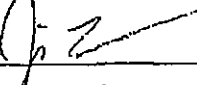
**FONTAINEBLEAU LAS VEGAS II, LLC,**  
a Florida limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,  
its Managing Member

By: Fontainebleau Resorts, LLC,  
its Managing Member

By:   
Title: Authorized Signatory

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

REQUESTED COST REPORT

APPENDIX I TO EXHIBIT G-1

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

January 31, 2009

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

RESORT BUDGET (INCLUDING ALL SHARED COSTS)		
<u>Cash Management Account Reimbursement</u>		
Cash Management Account Reimbursement for Resort Project Costs		\$ 5,722,064
<b>Total Cash Management Account Reimbursement (C)</b>		\$ 5,722,064
<u>Debt Service</u>		
Debt Service - Bank Credit Facilities		\$ 13,567,273
Debt Service - Second Mortgage Notes		\$ -
<b>Total Debt Service (D)</b>		\$ 13,567,273
<u>Bank Revolving Credit Facility Reimbursement</u>		
Bank Revolving Credit Facility Advances made in respect of L/Cs <sup>(1)</sup>		\$ -
<b>Total Bank Revolving Credit Facility Reimbursement (E)</b>		\$ -
<u>Project Costs (without duplication with amounts above)</u>		
Tombony West Construction		\$ 90,275,020
Insurance		\$ 178,740
<b>Total Construction Costs</b>		\$ 90,453,760
Rooms FF&E		\$ 3,532,372
Hotel and F&B Operating Equipment		\$ -
Kitchen Equipment		\$ 85,862
Exterior Signage		\$ -
Common Area FF&E		\$ 1,246,311
<b>Total Costed FF&amp;E</b>		\$ 4,864,565
Gaming FF&E		\$ -
Entertainment		\$ -
A&G and Facilities and IT		\$ 4,421,975
<b>Total Other FF&amp;E</b>		\$ 4,421,975
Pre-Opening / Working Capital		\$ 2,204,644
Fees / Permits / Taxes / Other		\$ 1,024,924
Condominium-Hotel Selling Expenses		\$ 557,188
Fees and Expenses		\$ -
<b>Subtotal</b>		\$ 3,786,754
<b>RESORT REQUEST (2) (F)</b>		\$ 122,818,391

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

(2) Difference in the amount of 446,002.52 per advance notice request and draw summary due to rounding on Revolver Loan per Credit Agreement.

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

SHARED COST ALLOCATION REPORT

APPENDIX II TO EXHIBIT C-1

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

January 31, 2009

		Total Shared Costs
Retail Lenders Shared Cost Commitment	(A)	\$ 83,000,000
Retail Shared Cost Percentage <sup>(1)</sup>	(B)	35.3%
Cumulative Retail Lenders Funding Requirement	(C)	\$ 29,301,361
Less: Retail Lender Funding to Date	(D)	\$ 25,258,229
<b>Retail Lender Funding Required</b>	<b>(E)</b>	<b>\$ 4,043,132</b>

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



FONTAINEBLEAU RESORT AND CASINO  
 LAS VEGAS, NV  
 CURRENT AVAILABLE SOURCES REPORT  
 APPENDIX III TO EXHIBIT C-1  
 VERSION C - DURING THE BANK FUNDING PERIOD AND PRIOR TO THE COMPLETION RESERVE CALCULATION DATE  
 January 31, 2009

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

RESORT SOURCES	CURRENT BALANCE	LESS: PAYMENTS <sup>(1)</sup>	BALANCE
Retail Lender Funding Required (Shared Cost Allocation Report Row (E))	\$ 4,043,132	N/A	\$ 4,043,132
Resort Loss Proceeds Account balance	\$ -	N/A	\$ -
Resort Payment Account balance (including interest income)	\$ 15,609,974	\$ (15,609,360)	\$ 614
Interest Account balance (including interest income)	\$ 28,514	N/A	\$ 28,514
Amount by which the Liquidity Account balance exceeds \$50,000,000	\$ 57,050	N/A	\$ 57,050
Bonded Condo Proceeds Account balance	\$ -	N/A	\$ -
Equity Funding Account balance	\$ 0	N/A	\$ 0
Second Mortgage Proceeds Account balance	\$ -	N/A	\$ -
Bank Proceeds Account balance	\$ 50,241,079	N/A	\$ 50,241,079
Delay Draw Term Loan Availability	\$ 348,333,333	N/A	\$ 348,333,333
Bank Revolving Availability	\$ 750,000,000	N/A	\$ 750,000,000
Completion Guaranty Availability	\$ -	N/A	\$ -
Liquidity Account balance (without duplication with any amounts listed above)	\$ 50,000,000	N/A	\$ 50,000,000
<b>CURRENT AVAILABLE RESORT SOURCES</b>	<b>\$ 1,218,313,052</b>	<b>\$ (15,609,360)</b>	<b>\$ 1,202,703,722</b>

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

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

FUNDING ORDER REPORT

APPENDIX IV TO EXHIBIT C-1

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

January 31, 2009

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

RESORT SOURCES	REQUEST TO BE SATISFIED	BALANCE (From Current Available Sources Report)	BALANCE FUNDED (Amounts from Column B until requests in Column A are satisfied)
	(A)	(B)	(C)
Resort Request (Requested Cost Report Row F)	\$ 122,816,391		
Retail Lender Funding Required (Shared Cost Allocation Report Row (E))		\$ 4,043,132	\$ 4,043,132
Resort Loss Proceeds Account balance		\$ -	\$ -
Resort Payment Account balance (as adjusted in the Current Available Sources Report)		\$ 614	\$ 614
Interest Account balance (as adjusted in the Current Available Sources Report)		\$ 28,514	\$ 28,514
Amount by which the Liquidity Account balance exceeds \$50,000,000		\$ 57,050	\$ 57,050
Bonded Condo Proceeds Account balance		\$ -	\$ -
Equity Funding Account balance		\$ 0	\$ 0
Second Mortgage Proceeds Account balance		\$ -	\$ -
Bank Proceeds Account balance		\$ 50,241,079	\$ 50,241,079
Delay Draw Term Loan Availability (min. \$150,000,000 draws) <sup>(1)</sup>		\$ 348,333,333	\$ -
Bank Revolving Facility Availability (excluding last \$62,000,000 Available) <sup>(2)</sup>		\$ 688,000,000	\$ 68,446,003
Completion Guaranty Availability <sup>(2)</sup>		\$ -	\$ -
Liquidity Account balance (without duplication with any amounts listed above)		\$ 50,000,000	\$ -
Remaining Bank Revolving Credit Facility Availability		\$ 62,000,000	\$ -
<b>TOTAL</b>	<b>\$ 122,816,391</b>	<b>\$ 1,202,703,722</b>	<b>\$ 122,816,391</b>

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

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

(3) Difference of 446,002.52 from advance request notice and draw summary request in Bank Revolving Facility funding due to rounding to nearest \$1,000,000 per Credit Agreement.

FONTAINEBLEAU RESORT AND CASINO  
 LAS VEGAS, NV  
 ADVANCE REQUEST TRANSFER REPORT  
 APPENDIX V TO EXHIBIT C-1

VERSION C - DURING THE BANK FUNDING PERIOD AND PRIOR TO THE COMPLETION RESERVE CALCULATION DATE  
 January 31, 2009

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

RESORT	AMOUNT
Cash Management Account (Requested Cost Report Row C)	\$ 5,722,064
Interest Account (Requested Cost Report Row D)	\$ 13,567,273
L/C Reimbursement to Bank Revolving Facility (Requested Cost Report Row E)	\$ -
Resort Payment Account (Requested Cost Report Row F less amounts listed above)	\$ 103,527,054
TOTAL	\$ 122,816,391
Bank Proceeds Account (Total of Funding Order Report C less total of Funding Order Report Column A)	\$ -

FONTAINEBLEAU RESORT AND CASINO  
LAS VEGAS, NV  
DETAILED REMAINING COST REPORT  
APPENDIX VII TO EXHIBIT D-1  
As of 12/31/09

DESCRIPTION	RECENT COSTS AMOUNT				COSTS INCURRED				NET AMOUNT						
	CLOSING REPORT BUDGET (A)	FROM REPORT BUDGET MODIFICATION (B)	CURRENT PERIOD MODIFICATION (C)	REPORT BUDGET (A+B+C) (D)	PREVIOUSLY COMPLETED DATE (E)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (E+F) (G)	% COMPLETED (G/D) (H)	BALANCE TO COMPLETE (D-G) (I)	TOTAL RETAINAGE (J)	TOTAL COMPLETED DATE (K)	PREVIOUS DATE (L)	DATE FROM PRIOR MONTH (M)	PERCENT COMPLETED TO DATE (N-O) (P)	BALANCE TO COMPLETE (P-I) (Q)
Construction Hard Cost															
Tower	653,716,230	784,188,871	11,511,262	1,449,415,963	540,052,196	42,491,133	578,443,329	62.33%	124,789,022	42,650,377	5/27/09	4/27/09	38,672,544	158,846,448	
Pool	62,115,666	715,413,000		777,528,666	314,467,281	30,333,184	344,800,465	57.09%	307,401,870	24,650,865	3/24/09	3/24/09	20,389,073	311,833,376	
Swimming Pool	3,781,662,718	441,530,231		4,223,192,949	343,373,023	24,597,439	367,970,462	8.71%	71,823,840	22,500,700	3/24/09	3/24/09	18,886,592	85,193,540	
Club Bldg	54,358,686	17,278,127		71,636,813	11,831,406	191,713	12,023,119	6.84%	52,141,878	582,572	11/20/09	11/20/09	94,752	5,371,290	
Box	8,000,000	3,051,170		11,051,170	2,348,840		2,348,840	78.21%	6,682,330		3/24/09	3/24/09		682,530	
Construction Hard Cost Subtotal	1,703,988,890	1,811,808,992	11,511,312	3,527,309,194	1,340,064,156	84,438,644	1,424,502,800	71.91%	511,112,036	49,371,544	5/27/09	5/27/09	49,777,600	403,348,644	
LEED Qualification Costs	22,000,000	12,546,438		34,546,438	6,054,605	212,222	6,266,827	40.96%	6,279,651	2,640				6,282,291	
LEED Qualification Costs Subtotal	22,000,000	12,546,438		34,546,438	6,054,605	212,222	6,266,827	40.96%	6,279,651	2,640				6,282,291	
LEED Sales Tax Benefit	(5,000,000)			(5,000,000)				0.00%							
LEED Sales Tax Benefit Subtotal	(5,000,000)			(5,000,000)				0.00%							
General Conditions (Requirements/Retainage)															
CM Staging	24,267,242	20,300,107	1,014,894	45,582,243	20,124,797	1,404,824	21,529,621	100.00%							
Field Engineering	1,182,200	6,484,798	53,069	7,720,067	6,238,833	249,723	6,488,556	100.00%							
Human Consulting	300,000	30,000		330,000	15,891		15,891	100.00%							
COO (OT for executive roles or replacement)	5,035,707	3,000	11,700	5,049,407	21,859		21,859	100.00%							
Salvage	5,097,040	3,791,974	71,161	8,960,175	3,308,429	267,219	3,575,648	100.00%							
Field Office and Equipment	2,466,000	3,468,808		5,934,808	3,743,814	42,319	3,786,133	100.00%							
Temporary Facilities	4,326,476	2,249,218	184,881	6,760,575	3,267,437	2,079,772	5,347,209	100.00%							
Material and Labor Staging	8,340,000	1,746,225		10,086,225	12,441,200	588,943	13,029,143	100.00%							
Change (Commencement/Pre)	1,331,000	1,331,000		2,662,000	1,639,168	1,023,168	2,662,336	100.00%							
Retention (Commencement/Post)	1,331,000	1,331,000		2,662,000	1,639,168	1,023,168	2,662,336	100.00%							
Retention (Commencement/Post)	1,331,000	1,331,000		2,662,000	1,639,168	1,023,168	2,662,336	100.00%							
Misc. Project Expenses	922,500	23,700		946,200	10,345	36,799	13,444	100.00%							
Travel and Inspection (ATC Assest)	2,000,000	1,853,822	105,088	3,958,910	1,845,656	125,813	1,971,469	100.00%							
Retainage	1,000,000	1,537,975	72,513	2,610,488	1,543,697	86,830	1,630,527	100.00%							
Retainage Subtotal	17,134,074	73,370,315	2,453,535	92,957,924	71,318,823	3,113,813	74,432,636	91.64%	433,124	218,730					
Total (General Conditions/Requirements/Retainage)	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction															
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164,233	1,486,563,878	77.85%	517,437,415	49,580,255					
Construction Subtotal	1,740,454,874	1,818,464,816	13,964,847	3,572,884,537	1,402,399,645	84,164									

FONTAINEBLEAU RESORT AND CASINO  
LAS VEGAS, NV  
DETAILED REMAINING COST REPORT  
APPENDIX A TO EXHIBIT C-1  
As of 12/1/09

DESCRIPTION	REVENUE COSTS AMOUNT			COSTS INCURRED			NET AMOUNTS						
	CLOSING REVENUE BUDGET (A)	REVENUE BUDGET (B) FROM PRIOR MONTH	CURRENT REVENUE BUDGET (C) FOR THIS MONTH	REVENUE BUDGET (R-C-D)	PREVIOUS COMPLETED TO DATE (E)	CURRENT PERIOD COMPLETED (F)	TOTAL COMPLETED TO DATE (G-F-G)	% COMPLETED (G/D)	BALANCE TO COMPLETE (D-G)	TOTAL RETAINAGE	TOTAL COMPLETED TO DATE (H-I-J)	CURRENT PERIOD COMPLETED DATE (K-L-M)	BALANCE TO COMPLETE (J-K)
<b>Rooms FF&amp;E</b>													
Casino Deck	\$ 15,366,572	\$ 15,366,572	\$ -	\$ -	\$ 15,366,572	\$ -	\$ 15,366,572	100.0%	\$ -	\$ -	\$ 15,366,572		\$ -
Concierge	\$ 7,464,302	\$ 7,464,302	\$ -	\$ -	\$ 7,464,302	\$ -	\$ 7,464,302	100.0%	\$ -	\$ -	\$ 7,464,302		\$ -
Concierge Desk	\$ 754,200	\$ 754,200	\$ -	\$ -	\$ 754,200	\$ -	\$ 754,200	100.0%	\$ -	\$ -	\$ 754,200		\$ -
Concierge Station	\$ 1,853,312	\$ 1,853,312	\$ -	\$ -	\$ 1,853,312	\$ -	\$ 1,853,312	100.0%	\$ -	\$ -	\$ 1,853,312		\$ -
Concierge Station	\$ 1,847,402	\$ 1,847,402	\$ -	\$ -	\$ 1,847,402	\$ -	\$ 1,847,402	100.0%	\$ -	\$ -	\$ 1,847,402		\$ -
Concierge Station	\$ 141,682	\$ 141,682	\$ -	\$ -	\$ 141,682	\$ -	\$ 141,682	100.0%	\$ -	\$ -	\$ 141,682		\$ -
Concierge Station	\$ 14,658,974	\$ 14,658,974	\$ -	\$ -	\$ 14,658,974	\$ -	\$ 14,658,974	100.0%	\$ -	\$ -	\$ 14,658,974		\$ -
Typical Room	\$ 21,801,187	\$ 21,801,187	\$ -	\$ -	\$ 21,801,187	\$ -	\$ 21,801,187	100.0%	\$ -	\$ -	\$ 21,801,187		\$ -
Typical Queen	\$ 72,716,127	\$ 72,716,127	\$ -	\$ -	\$ 72,716,127	\$ -	\$ 72,716,127	100.0%	\$ -	\$ -	\$ 72,716,127		\$ -
<b>Room and FF&amp;E Operating Equipment</b>													
Bas Deck	\$ 500,494	\$ 500,494	\$ -	\$ -	\$ 500,494	\$ -	\$ 500,494	100.0%	\$ -	\$ -	\$ 500,494		\$ -
Front Desk	\$ 717,295	\$ 717,295	\$ -	\$ -	\$ 717,295	\$ -	\$ 717,295	100.0%	\$ -	\$ -	\$ 717,295		\$ -
Housekeeping	\$ 10,237,110	\$ 10,237,110	\$ -	\$ -	\$ 10,237,110	\$ -	\$ 10,237,110	100.0%	\$ -	\$ -	\$ 10,237,110		\$ -
Room Attendants	\$ 610,000	\$ 610,000	\$ -	\$ -	\$ 610,000	\$ -	\$ 610,000	100.0%	\$ -	\$ -	\$ 610,000		\$ -
Room Attendants	\$ 3,000,531	\$ 3,000,531	\$ -	\$ -	\$ 3,000,531	\$ -	\$ 3,000,531	100.0%	\$ -	\$ -	\$ 3,000,531		\$ -
Room Attendants	\$ 181,184	\$ 181,184	\$ -	\$ -	\$ 181,184	\$ -	\$ 181,184	100.0%	\$ -	\$ -	\$ 181,184		\$ -
Room Attendants	\$ 2,819,707	\$ 2,819,707	\$ -	\$ -	\$ 2,819,707	\$ -	\$ 2,819,707	100.0%	\$ -	\$ -	\$ 2,819,707		\$ -
Room Attendants	\$ 40,281,307	\$ 40,281,307	\$ -	\$ -	\$ 40,281,307	\$ -	\$ 40,281,307	100.0%	\$ -	\$ -	\$ 40,281,307		\$ -
Room Attendants	\$ 548,115	\$ 548,115	\$ -	\$ -	\$ 548,115	\$ -	\$ 548,115	100.0%	\$ -	\$ -	\$ 548,115		\$ -
Room Attendants	\$ 489,255	\$ 489,255	\$ -	\$ -	\$ 489,255	\$ -	\$ 489,255	100.0%	\$ -	\$ -	\$ 489,255		\$ -
Spa	\$ 2,858,120	\$ 2,858,120	\$ -	\$ -	\$ 2,858,120	\$ -	\$ 2,858,120	100.0%	\$ -	\$ -	\$ 2,858,120		\$ -
Spa	\$ 9,453,027	\$ 9,453,027	\$ -	\$ -	\$ 9,453,027	\$ -	\$ 9,453,027	100.0%	\$ -	\$ -	\$ 9,453,027		\$ -
Spa	\$ 6,258,874	\$ 6,258,874	\$ -	\$ -	\$ 6,258,874	\$ -	\$ 6,258,874	100.0%	\$ -	\$ -	\$ 6,258,874		\$ -
Spa	\$ 48,161,457	\$ 48,161,457	\$ -	\$ -	\$ 48,161,457	\$ -	\$ 48,161,457	100.0%	\$ -	\$ -	\$ 48,161,457		\$ -
<b>Room and FF&amp;E Opera Reg Equipment Subtotal</b>													
Kitchen Equipment	\$ 22,289,200	\$ 22,289,200	\$ -	\$ -	\$ 22,289,200	\$ -	\$ 22,289,200	100.0%	\$ -	\$ -	\$ 22,289,200		\$ -
Kitchen Equipment	\$ 24,319,340	\$ 24,319,340	\$ -	\$ -	\$ 24,319,340	\$ -	\$ 24,319,340	100.0%	\$ -	\$ -	\$ 24,319,340		\$ -
<b>Restaurant Equipment</b>													
Quackin by YES&O	\$ 26,432,770	\$ 26,432,770	\$ -	\$ -	\$ 26,432,770	\$ -	\$ 26,432,770	100.0%	\$ -	\$ -	\$ 26,432,770		\$ -
Quackin by YES&O	\$ 6,331,718	\$ 6,331,718	\$ -	\$ -	\$ 6,331,718	\$ -	\$ 6,331,718	100.0%	\$ -	\$ -	\$ 6,331,718		\$ -
<b>Common Area</b>													
FOH	\$ 23,281,213	\$ 23,281,213	\$ -	\$ -	\$ 23,281,213	\$ -	\$ 23,281,213	100.0%	\$ -	\$ -	\$ 23,281,213		\$ -
FOH	\$ 5,264,550	\$ 5,264,550	\$ -	\$ -	\$ 5,264,550	\$ -	\$ 5,264,550	100.0%	\$ -	\$ -	\$ 5,264,550		\$ -
Common Area Subtotal	\$ 21,115,112	\$ 21,115,112	\$ -	\$ -	\$ 21,115,112	\$ -	\$ 21,115,112	100.0%	\$ -	\$ -	\$ 21,115,112		\$ -
<b>Grand Total FF&amp;E</b>	\$ 300,381,818	\$ 300,381,818	\$ -	\$ -	\$ 300,381,818	\$ -	\$ 300,381,818	100.0%	\$ -	\$ -	\$ 300,381,818		\$ -
<b>Grand Total</b>													
Table Games	\$ 3,107,240	\$ 3,107,240	\$ -	\$ -	\$ 3,107,240	\$ -	\$ 3,107,240	100.0%	\$ -	\$ -	\$ 3,107,240		\$ -
Table Games	\$ 174,182	\$ 174,182	\$ -	\$ -	\$ 174,182	\$ -	\$ 174,182	100.0%	\$ -	\$ -	\$ 174,182		\$ -
Table Games	\$ 20,124,778	\$ 20,124,778	\$ -	\$ -	\$ 20,124,778	\$ -	\$ 20,124,778	100.0%	\$ -	\$ -	\$ 20,124,778		\$ -
Table Games	\$ 1,143,474	\$ 1,143,474	\$ -	\$ -	\$ 1,143,474	\$ -	\$ 1,143,474	100.0%	\$ -	\$ -	\$ 1,143,474		\$ -
Table Games	\$ 216,174	\$ 216,174	\$ -	\$ -	\$ 216,174	\$ -	\$ 216,174	100.0%	\$ -	\$ -	\$ 216,174		\$ -
Table Games	\$ 40,171,019	\$ 40,171,019	\$ -	\$ -	\$ 40,171,019	\$ -	\$ 40,171,019	100.0%	\$ -	\$ -	\$ 40,171,019		\$ -
<b>Entertainment</b>													
Theater	\$ 12,283,731	\$ 12,283,731	\$ -	\$ -	\$ 12,283,731	\$ -	\$ 12,283,731	100.0%	\$ -	\$ -	\$ 12,283,731		\$ -



FONTAINEBLEAU RESORT AND CASINO  
LAS VEGAS, NV  
DETAILED REMAINING COST REPORT  
APPENDIX VI TO EXHIBIT C-1  
As of 10/30/09

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED				NET AMOUNTS				
	CLOSING RESORT BUDGET (A)	PRIOR PERIOD BUDGET (B)	CURRENT PERIOD BUDGET ADJUSTMENTS (C)	RESORT BUDGET (A+C-B) (D)	PREVIOUS COMPLETED DATE (E)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (G)	% COMPLETED (H)	BALANCE TO COMPLETE (I-C)	TOTAL RETAINAGE (J)	PREVIOUS COMPLETED DATE (K)	CURRENT PERIOD COMPLETED DATE (L)	TOTAL COMPLETED DATE (M)
Entertainment Subtotal	\$ 12,213,731	\$ 11,283,731	\$ -	\$ 1,213,731	\$ -	\$ -	\$ -	0.00%	\$ 12,213,731	\$ -	\$ -	\$ -	\$ 12,213,731
A&G and Facilities and IT	\$ 2,093,222	\$ 2,162,223	\$ -	\$ 2,652,222	\$ 851,600	\$ 1,052,512	\$ 1,904,112	25.04%	\$ 2,101,416	\$ -	\$ 759,294	\$ 1,052,512	\$ 2,101,416
General Expenses	\$ 682,518	\$ 682,518	\$ -	\$ 682,518	\$ -	\$ -	\$ -	0.00%	\$ 682,518	\$ -	\$ -	\$ -	\$ 682,518
Marketing & Casino Marketing	\$ 1,159,659	\$ 1,159,659	\$ -	\$ 1,159,659	\$ 283,517	\$ 25,000	\$ 308,517	0.00%	\$ 1,159,659	\$ -	\$ 211,957	\$ 25,000	\$ 1,159,659
Engineering	\$ 1,171,277	\$ 1,171,277	\$ -	\$ 1,171,277	\$ 40,240	\$ 40,240	\$ 40,240	3.43%	\$ 1,131,037	\$ 40,240	\$ -	\$ 40,240	\$ 1,171,277
Initial Membership	\$ 194,508	\$ 194,508	\$ -	\$ 194,508	\$ -	\$ -	\$ -	0.00%	\$ 194,508	\$ -	\$ -	\$ -	\$ 194,508
Retail	\$ 184,973	\$ 184,973	\$ -	\$ 184,973	\$ -	\$ -	\$ -	0.00%	\$ 184,973	\$ -	\$ -	\$ -	\$ 184,973
Wholesale	\$ 742,813	\$ 742,813	\$ -	\$ 742,813	\$ 435,615	\$ 244,635	\$ 680,250	91.68%	\$ 52,563	\$ -	\$ 194,750	\$ 244,635	\$ 303,108
LL	\$ 47,709,040	\$ 47,709,040	\$ -	\$ 47,709,040	\$ 10,652,879	\$ 3,179,528	\$ 13,832,407	22.37%	\$ 37,056,162	\$ -	\$ 5,672,849	\$ 3,179,528	\$ 37,056,162
LT	\$ 6,681,589	\$ 6,681,589	\$ -	\$ 6,681,589	\$ -	\$ -	\$ -	0.00%	\$ 6,681,589	\$ -	\$ -	\$ -	\$ 6,681,589
AGG and Facilities and IT Subtotal	\$ 11,824,916	\$ 11,824,916	\$ -	\$ 11,824,916	\$ 12,143,616	\$ 4,251,516	\$ 16,395,132	17.11%	\$ 6,683,356	\$ 46,424	\$ 7,431,919	\$ 4,251,516	\$ 16,395,132
TOTAL	\$ 13,877,438	\$ 13,027,431	\$ -	\$ 13,027,431	\$ 12,746,267	\$ 4,711,518	\$ 17,457,785	10.16%	\$ 11,216,167	\$ 46,424	\$ 7,883,717	\$ 4,711,518	\$ 17,457,785
Pre-Opening and Working Capital	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	0.00%	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 4,000,000
Banking	\$ 3,150,000	\$ 3,150,000	\$ -	\$ 3,150,000	\$ -	\$ -	\$ -	0.00%	\$ 3,150,000	\$ -	\$ -	\$ -	\$ 3,150,000
Inventory	\$ 597,125	\$ 597,125	\$ -	\$ 597,125	\$ 50,226	\$ 50,226	\$ 50,226	8.41%	\$ 546,899	\$ -	\$ 3,229	\$ 50,226	\$ 597,125
Leases	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	0.00%	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Pre-Opening	\$ 474,454	\$ 2,575,954	\$ 40,000,000	\$ 39,585,954	\$ 15,461,232	\$ 3,851,318	\$ 19,312,550	48.04%	\$ 20,273,402	\$ -	\$ 11,530,011	\$ 3,851,318	\$ 20,273,402
Payroll Bureau	\$ 26,000,000	\$ 19,000,000	\$ 170,000	\$ 19,170,000	\$ 10,697,981	\$ 514,344	\$ 10,697,981	51.12%	\$ 8,472,019	\$ -	\$ 10,697,981	\$ 514,344	\$ 8,472,019
Marketing	\$ 1,417,000	\$ 2,820,000	\$ 300,000	\$ 3,537,000	\$ 2,831,726	\$ 674,475	\$ 3,506,201	99.14%	\$ 730,799	\$ -	\$ 2,831,726	\$ 674,475	\$ 730,799
Office and Retail	\$ 1,641,000	\$ 1,641,000	\$ -	\$ 1,641,000	\$ 785,270	\$ 9,109	\$ 794,379	48.16%	\$ 846,621	\$ -	\$ 785,270	\$ 9,109	\$ 855,379
Recruitment	\$ 3,340,000	\$ 5,780,000	\$ 2,100,000	\$ 7,820,000	\$ 2,066,127	\$ 2,066,127	\$ 2,066,127	26.42%	\$ 5,753,873	\$ -	\$ 5,753,873	\$ 2,066,127	\$ 5,753,873
Other	\$ 31,417,579	\$ 31,417,579	\$ 979,600	\$ 32,397,179	\$ 31,418,699	\$ 7,411,372	\$ 38,830,071	47.31%	\$ 42,967,178	\$ -	\$ 31,418,699	\$ 7,411,372	\$ 42,967,178
TOTAL	\$ 14,516,422	\$ 14,516,422	\$ -	\$ 14,516,422	\$ 13,038,564	\$ 36,245	\$ 13,074,809	90.43%	\$ 1,441,613	\$ -	\$ 13,038,564	\$ 36,245	\$ 13,074,809
Fees / Permits / Taxes / Other	\$ 7,779,400	\$ 7,779,400	\$ -	\$ 7,779,400	\$ 7,774,608	\$ 4,472	\$ 7,779,080	94.42%	\$ 469,320	\$ -	\$ 7,774,608	\$ 4,472	\$ 7,779,080
Banks	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	100.00%	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Sewer Fees	\$ 11,181,700	\$ 11,181,700	\$ -	\$ 11,181,700	\$ 7,584,450	\$ 7,535	\$ 7,591,985	67.43%	\$ 3,587,215	\$ -	\$ 7,584,450	\$ 7,535	\$ 3,589,720
Retail	\$ 13,500	\$ 285,500	\$ -	\$ 299,000	\$ 160,751	\$ 160,751	\$ 160,751	53.77%	\$ 138,249	\$ -	\$ 81,219	\$ 160,751	\$ 138,249
Regional construction charges	\$ 1,900,000	\$ 1,900,000	\$ -	\$ 1,900,000	\$ -	\$ -	\$ -	0.00%	\$ 1,900,000	\$ -	\$ -	\$ -	\$ 1,900,000
Health Department / Other Misc. Fees	\$ 4,617,351	\$ 4,617,351	\$ -	\$ 4,617,351	\$ 3,526,112	\$ 3,526,112	\$ 3,526,112	76.41%	\$ 1,091,239	\$ -	\$ 3,526,112	\$ 3,526,112	\$ 1,091,239
Transportation Fee	\$ 65,116,050	\$ 65,525,050	\$ 230,000	\$ 65,775,100	\$ 61,171,056	\$ 516,250	\$ 61,687,306	93.64%	\$ 4,087,794	\$ -	\$ 61,171,056	\$ 516,250	\$ 4,087,794
TOTAL	\$ 2,043,350	\$ 2,038,350	\$ 250,000	\$ 2,288,350	\$ 1,828,174	\$ 213,330	\$ 2,041,504	94.13%	\$ 246,846	\$ -	\$ 1,828,174	\$ 213,330	\$ 2,041,504
Design costs	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ -	\$ -	0.00%	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
Construction	\$ 13,815,407	\$ 13,815,407	\$ -	\$ 13,815,407	\$ 3,889,891	\$ 2,685,689	\$ 6,575,580	47.59%	\$ 7,239,816	\$ -	\$ 3,889,891	\$ 2,685,689	\$ 6,575,580
Fees / Permits / Taxes / Other	\$ 2,541,616	\$ 5,081,616	\$ 20,000	\$ 5,101,616	\$ 4,500,544	\$ 452	\$ 4,501,096	88.23%	\$ 600,520	\$ 452	\$ 4,500,544	\$ 452	\$ 601,000
Leasehold improvements	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ -	\$ -	0.00%	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000
Landlord's Improvements	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ 728,207	\$ 728,207	\$ 728,207	97.10%	\$ 21,793	\$ -	\$ 728,207	\$ 728,207	\$ 21,793
Mock-Up Cost	\$ 151,114,977	\$ 151,114,977	\$ 370,000	\$ 151,484,977	\$ 144,882,761	\$ 1,413,919	\$ 146,296,680	95.31%	\$ 16,198,296	\$ -	\$ 144,882,761	\$ 1,413,919	\$ 16,198,296
TOTAL	\$ 151,114,977	\$ 151,114,977	\$ 370,000	\$ 151,484,977	\$ 144,882,761	\$ 1,413,919	\$ 146,296,680	95.31%	\$ 16,198,296	\$ -	\$ 144,882,761	\$ 1,413,919	\$ 16,214,695

FONTAINEBLEAU RESORT AND CASINO  
LAS VEGAS, NV  
DETAILED REMAINING COST REPORT  
APPENDIX VI TO EXHIBIT C-1  
As of 11/30/09

DESCRIPTION	RESORT COSTS AMOUNT			COSTS INCURRED					NET AMOUNTS				
	CLOSING BUDGET REPORT BUDGET (FROM PRIOR MONTH)	PRIOIR BUDGET PERIOD BUDGET INDICIFICATIONS (MONTH)	CURRENT BUDGET PERIOD BUDGET (MOS-C)	PREVIOUS COMPLETED TO DATE (FROM PRIOR MONTH)	CURRENT PERIOD COMPLETED IN	TOTAL COMPLETED TO DATE (S-P-C)	% COMPLETED (S-P-C)	BALANCE TO COMPLETE (D-C-A)	TOTAL REMAINING	TOTAL COMPLETED TO DATE (C-A-P)	DATE COMPLETED TO MONTH	CURRENT PERIOD COMPLETED TO DATE (P-C-M)	BALANCE TO COMPLETE (C-M-N)
Dish Service Account Through Scheduled Opening	\$ 362,156,033	\$ 332,310,033	\$ -	\$ 217,156,763	\$ 11,567,273.24	\$ 230,704,036	68.41%	\$ 101,674,887	\$ -	\$ 230,704,036	2/17/10/09	\$ 12,567,273	\$ 101,674,887
Dish Service	\$ 311,756,033	\$ 312,310,033	\$ -	\$ 217,116,743	\$ 12,417,273	\$ 230,704,036	81.41%	\$ 101,674,887	\$ -	\$ 230,704,036	2/17/10/09	\$ 12,567,273	\$ 101,674,887
Contingency/Hotel Selling Expense	\$ 48,176,533	\$ 21,000,000	\$ -	\$ 17,232,748	\$ 598,077	\$ 17,791,815	71.17%	\$ 7,206,184	\$ -	\$ 17,791,815	11/23/09	\$ 598,077	\$ 7,206,184
Contingency/Hotel Selling Expense	\$ 48,176,533	\$ 21,000,000	\$ -	\$ 17,232,748	\$ 598,077	\$ 17,791,815	71.17%	\$ 7,206,184	\$ -	\$ 17,791,815	11/23/09	\$ 598,077	\$ 7,206,184
Contingency/Hotel Selling Expense	\$ 60,740,784	\$ 60,740,784	\$ -	\$ 59,545,871	\$ -	\$ 59,545,871	98.03%	\$ 1,194,913	\$ -	\$ 59,545,871	5/25/09	\$ -	\$ 1,194,913
Contingency/Hotel Selling Expense	\$ 60,740,784	\$ 60,740,784	\$ -	\$ 59,545,871	\$ -	\$ 59,545,871	98.03%	\$ 1,194,913	\$ -	\$ 59,545,871	5/25/09	\$ -	\$ 1,194,913
Contingency/Hotel Selling Expense	\$ 219,135,083	\$ 219,135,083	\$ -	\$ 218,209,531	\$ 22,457,452	\$ 240,666,983	77.13%	\$ 151,743,387	\$ -	\$ 240,666,983	4/27/09	\$ 22,457,452	\$ 151,743,387
Contingency/Hotel Selling Expense	\$ 219,135,083	\$ 219,135,083	\$ -	\$ 218,209,531	\$ 22,457,452	\$ 240,666,983	77.13%	\$ 151,743,387	\$ -	\$ 240,666,983	4/27/09	\$ 22,457,452	\$ 151,743,387
<b>TOTAL COSTS</b>	\$ 2,215,844,311	\$ 2,089,245,145	\$ -	\$ 1,322,977,281	\$ 129,448,078	\$ 2,032,425,359	84.81%	\$ 1,027,819,232	\$ 76,122,178	\$ 2,032,425,359	11/23/09	\$ 129,448,078	\$ 1,117,941,411

(1) To be reduced when opening begins.

IN BALANCE TEST ADJUSTMENTS

Precluding (Net Cash Paid to Date K)	7374
Contingency Adjustment	
Required Minimum Contingency	\$ 28,164,175
Less Unallocated Contingency Balance (Actual)	\$ (78,566,445)
Contingency Adjustment Subtotal	\$ (47,882,870)
Other Adjustments	
Required Minimum Cash Support	\$ -
Required Minimum Liquidity Account	\$ 13,122,570
Required Minimum Escrow Reversal Support Amount	\$ 4,094,404
Required Minimum Escrow Cash	\$ -
Adjustment for Additional Cash Support	\$ -
<b>TOTAL</b>	\$ 2,017,432,742

IN BALANCE TEST AVAILABLE CUSHION

STARTING CUSHION	\$ 6,000,000
Required Minimum Cash Support	\$ -
Other Unallocated in Balance Cushion	\$ 47,882,870
Contingency Adjustment Subtotal	\$ (47,882,870)
Required Minimum Liquidity Account	\$ 13,122,570
Required Minimum Escrow Reversal Support Amount	\$ 4,094,404
Adjustment for Additional Cash Support	\$ -
<b>Total Other Unallocated in Balance Cushion</b>	\$ 14,000,000
<b>TOTAL CUSHION</b>	\$ 6,000,000

FONTAINEBLEAU RESORT AND CASINO  
 LAS VEGAS, NV  
 RETAIL REMAINING COST REPORT  
 APPENDIX IX TO EXHIBIT C-1  
 January 31, 2009

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

**FONTAINEBLEAU RESORT AND CASINO**  
**LAS VEGAS, NV**  
**IN BALANCE REPORT**  
**APPENDIX X TO EXHIBIT C-1**  
**January 31, 2009**

DESCRIPTION	IN BALANCE TEST
<b>AVAILABLE FUNDS</b>	
Projected Interest Income <sup>(1)</sup>	\$ 3,386,004
Anticipated Bonded Condo Deposits	\$ 10,000,000
Equity Funding Account	\$ -
Cash Management Account	\$ 6,000,000
Second Mortgage Proceeds Account	\$ -
Bank Proceeds Account <sup>(2)</sup>	\$ 0
Delay Draw Term Loan Availability	\$ 348,333,333
Bank Revolving Availability, Minus \$40,000,000	\$ 682,000,000
Debt Service Commitment Portion	\$ -
Cash Support Amount	\$ 100,000,000
Retail Lenders Shared Cost Commitment (Less Advances Made for Shared Costs)	\$ 63,698,639
Cash Balance in the Resort Payment Account	\$ -
Cash Balance in the Interest Account	\$ -
Cash Balance in the Resort Loss Proceeds Account	\$ -
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 1,203,417,978</b>
<b>LESS: TOTAL</b>	
Remaining Costs (In Balance Test Adjustments Total from the Remaining Cost Report)	\$ (1,087,433,762)
<b>IN BALANCE POSITIVE / (NEGATIVE)</b>	<b>\$ 115,984,214</b>

(1) Anticipated interest income on all Resort accounts

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

January 31, 2009

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

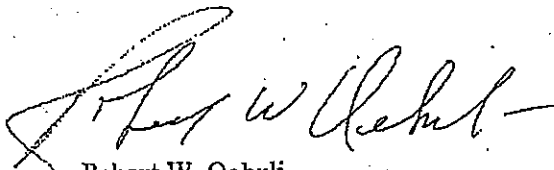
Dear Mr. Kumar:

We are requesting a net amount of \$90,275,019.95 for Payment Application #26 for period through 01/31/2009 for the Fontainebleau Las Vegas, LLC. Please have the funds wired transferred upon approval for payment as per below:

Bank of America, N.A.  
Turnberry West Construction, Inc.  
Account #501002005942  
ABA #122400724  
Amount \$90,275,019.95  
Attention: Marge Osborne  
(954) 423-2712

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

Sincerely,



Robert W. Oehrli  
Project Controller

Turnberry West  
Construction, Inc.

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



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

# EXHIBIT "B-1"



EXHIBIT M-4  
to Master Disbursement Agreement

BUDGET/SCHEDULE AMENDMENT CERTIFICATE

January 31, 2009

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

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

Ladies and Gentlemen:

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

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

A. Amendments.

CHOOSE ONE OR MORE OF THE FOLLOWING TWO OPTIONS:

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

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

B. Related Certifications.

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

W02-WEST:ICDG\400220629.12

Exhibit M-4

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

CHOOSE ONE OR MORE OF THE FOLLOWING FOUR OPTIONS:

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

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

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

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

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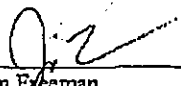
IN WITNESS WHEREOF, the Project Entities have executed this Budget/Schedule Amendment Certificate as of the 31st day of May, 2008.

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

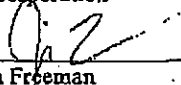
By: Fontainebleau Resort Properties I, LLC,  
its Managing Member

By: Fontainebleau Resort Holdings, LLC,  
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing  
Member

By:   
Name: Jim Freeman  
Title: Chief Financial Officer

**FONTAINEBLEAU LAS VEGAS CAPITAL CORP.**  
a Delaware corporation

By:   
Name: Jim Freeman  
Title : Chief Financial Officer

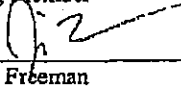
**FONTAINEBLEAU LAS VEGAS RETAIL, LLC,**  
a Delaware limited liability company

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

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

By: Fontainebleau Resort Holdings, LLC,  
its Managing Member

By: Fontainebleau Resorts, LLC, its  
Managing Member

By:   
Name: Jim Freeman  
Title: Chief Financial Officer



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

and

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

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

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

By: Fontainebleau Resort Holdings, LLC,  
its Managing Member

By: Fontainebleau Resorts, LLC,  
its Managing Member

By: 

Name: Jim Freeman

Title: Chief Financial Officer

Appendix I to Budget/Schedule Amendment

Amendment No. 1 to Resort Budget

I. Increases to Line Item Categories:

- (a) The following Line Item Category is increased: Construction Costs (Turnberry West Construction)
- b) Old Amount of Line Item Category: \$1,969,585,916
- (c) Amount of Increase: \$ 13,564,877
- (d) New Total For Line Item Category: \$1,983,150,793

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

- (a) Realized Savings: \$ \_\_\_\_\_ The particular Line Item Category of the Resort Budget that is the source of such Realized Savings is identified in item III. below.
- (b) X Allocation of unallocated amount from the "Unallocated Construction Contingency" Line Item Category: \$13,564,877 The corresponding decrease in the "Unallocated Contingency Balance" is \$13,564,877. After giving effect to such allocation, the Unallocated Contingency Balance will equal or exceed the Required Minimum Contingency for the Resort Budget.
- (c) Additional Equity Contributions: The Companies received of additional equity capital contributions.
- (d) Excess Funds/In Balance: \$ \_\_\_\_\_ Amount by which Available Funds exceed Remaining Costs.

III. Decreases to Line Item Categories:

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

Reason For Decrease of Line Item Category:

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

FONTAINEBLEAU RESORT AND CASINO  
 LAS VEGAS, NV  
 APPENDIX III TO THE BUDGET/SCHEDULE AMENDMENT CERTIFICATE  
 EXHIBIT #4  
 As of 10/1/10

DESCRIPTION	REPORT COSTS AMOUNT			COSTS INCURRED			NET AMOUNT			BALANCE TO COMPLETE (0-10)	
	GLASSBORO BUDGET (0)	PROJ BUDGET (0)	REPORT BUDGET (0)	PREVIOUS DATE COMPLETED (0)	CURRENT PERIOD COMPLETED (0)	TOTAL COMPLETED DATE (0)	% COMPLETED (0)	BALANCE TO COMPLETE (0-10)	TOTAL COMPLETED DATE (0-10)		PREVIOUS DATE COMPLETED (0-10)
<b>Construction Hard Costs</b>											
Town	\$ 63,718,039	\$ 704,164,871	\$ 704,164,871	\$ 5,363,927,766	\$ 41,497,733	\$ 519,402,329	32.29%	\$ 124,756,072	\$ 527,212,222	\$ 477,228,140	\$ 28,674,332
Prodm	\$ 628,115,666	\$ 715,451,023	\$ 715,451,023	\$ 3,884,407,291	\$ 30,233,324	\$ 411,740,855	57.53%	\$ 307,221,671	\$ 3,884,407,291	\$ 3,165,308,917	\$ 26,309,873
Commen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Const/Construction/Const Plant	\$ 378,819,718	\$ 441,523,241	\$ 441,523,241	\$ 348,370,022	\$ 28,597,458	\$ 366,967,481	53.34%	\$ 72,822,440	\$ 348,370,022	\$ 337,697,189	\$ 18,666,552
Extm Plant	\$ 54,289,698	\$ 17,275,127	\$ 17,275,127	\$ 11,001,426	\$ 10,173	\$ 18,221,145	20.66%	\$ 921,879	\$ 11,440,677	\$ 11,390,265	\$ 6,672
Site	\$ 8,090,000	\$ 3,051,170	\$ 3,051,170	\$ 2,388,650	\$ -	\$ 2,388,650	78.59%	\$ 662,520	\$ 2,388,650	\$ 2,388,650	\$ -
Hard Cost	\$ 1,703,268,421	\$ 1,411,310,252	\$ 1,411,310,252	\$ 1,281,204,116	\$ 97,415,914	\$ 1,311,455,244	72.89%	\$ 311,179,698	\$ 1,281,204,116	\$ 1,316,484,781	\$ 86,777,610
Construction Hard Costs Subtotal	\$ 1,703,268,421	\$ 1,411,310,252	\$ 1,411,310,252	\$ 1,281,204,116	\$ 97,415,914	\$ 1,311,455,244	72.89%	\$ 311,179,698	\$ 1,281,204,116	\$ 1,316,484,781	\$ 86,777,610
<b>LEED Qualification Costs</b>											
LEED Qualification Costs	\$ 22,000,000	\$ 12,545,435	\$ 12,545,435	\$ 6,954,915	\$ 212,721	\$ 6,267,208	48.84%	\$ 6,267,208	\$ 6,267,208	\$ 6,093,225	\$ 212,721
LEED Qualification Costs Subtotal	\$ 22,000,000	\$ 12,545,435	\$ 12,545,435	\$ 6,954,915	\$ 212,721	\$ 6,267,208	48.84%	\$ 6,267,208	\$ 6,267,208	\$ 6,093,225	\$ 212,721
<b>LEED Other Tax Benefit</b>											
LEED Other Tax Benefit	\$ 150,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
LEED Other Tax Benefit Subtotal	\$ 150,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
<b>General Conditions/Requirements/Soft Costs</b>											
CM Fee	\$ 24,282,242	\$ 79,330,167	\$ 1,126,404	\$ 25,124,787	\$ 1,484,274	\$ 30,329,071	100.00%	\$ -	\$ 30,329,071	\$ 28,129,287	\$ 1,604,274
Field Engineering	\$ 1,182,200	\$ 6,409,795	\$ 53,058	\$ 6,206,833	\$ 249,220	\$ 9,458,856	86.02%	\$ 5,200	\$ 6,409,795	\$ 6,240,024	\$ 249,220
Health Consulting	\$ 100,000	\$ 15,691	\$ 15,691	\$ 15,692	\$ -	\$ 15,692	100.00%	\$ -	\$ 15,692	\$ 15,692	\$ -
CCC (07 for months in construction)	\$ 300,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ -	\$ 1,200,000	100.00%	\$ -	\$ 1,200,000	\$ 1,200,000	\$ -
Stakeholder	\$ 4,018,700	\$ 3,175,570	\$ 3,175,570	\$ 3,175,570	\$ -	\$ 3,175,570	100.00%	\$ -	\$ 3,175,570	\$ 3,175,570	\$ -
Travel	\$ 2,184,600	\$ 3,409,200	\$ 3,409,200	\$ 3,409,200	\$ -	\$ 3,409,200	100.00%	\$ -	\$ 3,409,200	\$ 3,409,200	\$ -
Travel and Lodging	\$ 4,309,415	\$ 7,249,216	\$ 7,249,216	\$ 7,249,216	\$ -	\$ 7,249,216	100.00%	\$ -	\$ 7,249,216	\$ 7,249,216	\$ -
Temporary Staffing	\$ 2,943,700	\$ 1,556,273	\$ 1,556,273	\$ 1,556,273	\$ -	\$ 1,556,273	100.00%	\$ -	\$ 1,556,273	\$ 1,556,273	\$ -
Construction (Construction Fee)	\$ 1,931,000	\$ 1,384,277	\$ 1,384,277	\$ 1,384,277	\$ -	\$ 1,384,277	100.00%	\$ -	\$ 1,384,277	\$ 1,384,277	\$ -
General Equipment and Tools	\$ 1,835,200	\$ 22,702	\$ 22,702	\$ 1,845,656	\$ 125,619	\$ 1,971,275	100.00%	\$ -	\$ 1,971,275	\$ 1,845,656	\$ 125,619
Project Deliverables	\$ 272,500	\$ 1,850,192	\$ 1,850,192	\$ 1,850,192	\$ -	\$ 1,850,192	100.00%	\$ -	\$ 1,850,192	\$ 1,850,192	\$ -
Procurement Expenses	\$ 2,000,000	\$ 1,397,000	\$ 1,397,000	\$ 1,397,000	\$ -	\$ 1,397,000	100.00%	\$ -	\$ 1,397,000	\$ 1,397,000	\$ -
Training and Inspection (ATC Award)	\$ 2,032,410	\$ 617,350	\$ 617,350	\$ 617,350	\$ -	\$ 617,350	100.00%	\$ -	\$ 617,350	\$ 617,350	\$ -
Relocation	\$ 77,811,874	\$ 75,139,445	\$ 2,433,525	\$ 74,131,023	\$ 3,247,461	\$ 77,481,116	91.44%	\$ 433,284	\$ 74,131,023	\$ 74,845,487	\$ 2,284,639
Sub Total General Conditions/Requirements/Soft Costs	\$ 1,753,814,874	\$ 1,919,234,516	\$ 1,919,234,516	\$ 1,818,439,443	\$ 91,844,233	\$ 1,919,234,516	75.19%	\$ 517,807,483	\$ 1,818,439,443	\$ 1,818,439,443	\$ 61,795,073
<b>Contingency</b>											
Unallocated Contingency	\$ 111,070,668	\$ 72,271,571	\$ 1,628,120	\$ -	\$ -	\$ -	0.00%	\$ 78,848,445	\$ -	\$ -	\$ -
Additional Cost Contingency	\$ -	\$ 13,141,751	\$ 0	\$ -	\$ -	\$ -	0.00%	\$ 0	\$ -	\$ -	\$ -
Contingency Subtotal	\$ 111,070,668	\$ 85,413,322	\$ 1,628,120	\$ -	\$ -	\$ -	0.00%	\$ 78,848,445	\$ -	\$ -	\$ -
<b>Insurance</b>											
Insurance	\$ 40,000,000	\$ 40,000,000	\$ -	\$ -	\$ -	\$ -	55.56%	\$ 177,819,799	\$ 22,161,474	\$ 21,071,474	\$ 190,740
Insurance Subtotal	\$ 40,000,000	\$ 40,000,000	\$ -	\$ -	\$ -	\$ -	55.56%	\$ 177,819,799	\$ 22,161,474	\$ 21,071,474	\$ 190,740
<b>Insurance Subtotal</b>	\$ 40,000,000	\$ 40,000,000	\$ -	\$ -	\$ -	\$ -	55.56%	\$ 177,819,799	\$ 22,161,474	\$ 21,071,474	\$ 190,740
<b>Total Construction Costs</b>	\$ 1,864,873,314	\$ 2,018,119,211	\$ -	\$ 1,301,633,531	\$ 170,260,147	\$ 1,471,893,678	76.33%	\$ 812,005,811	\$ 1,301,633,531	\$ 1,307,465,193	\$ 54,237,957

PORTAUZULEAM REPORT AND CAUSAL  
 LAS VEGAS, NV  
 APPENDIX B TO THE SUBJECTS SCHEDULE AMENDMENT CERTIFICATE  
 EXHIBIT M-4  
 As of 12/31/09

DESCRIPTION	RESORT COSTS AMOUNT			COSTS INCURRED			NET AMOUNTS			
	CLOSING RESORT BUDGET (\$)	PAID BUDGET TO FROM F&B MONTHS (\$)	CURRENT PERIOD BUDGET MODIFICATIONS (\$)	REPORT BUDGET (\$)	PREVIOUS TO DATE (10/ FROM PRIOR MONTH) (\$)	CURRENT PERIOD COMPLETED (\$)	TOTAL COMPLETED TO DATE (\$)	% COMPLETED (60)	BALANCE TO COMPLETE (\$)	TOTAL RETAINAGE (\$)
Rooms F&E	15,340,572	15,340,572	-	15,340,572	5,208,701	1,009,786	6,218,487	40.54%	9,122,085	-
Casino Slot	7,484,292	7,484,292	-	7,484,292	3,017,837	333,849	3,351,686	44.79%	4,132,606	-
Casino Table	794,292	794,292	-	794,292	323,849	33,849	357,698	45.03%	436,594	-
Junior Suite	1,847,402	1,847,402	20,000	1,867,402	712,337	38,668	750,995	40.21%	1,116,407	-
Three Day Suite	141,852	141,852	-	141,852	143,343	971,334	2,014,677	142.03%	-	-
Four Day Suite	468,873	468,873	-	468,873	114,000	-	114,000	24.31%	354,873	-
Sea Boff Suite	14,496,374	14,496,374	-	14,496,374	7,670,335	413,109	8,083,444	55.19%	6,412,930	-
Typical King	31,921,197	31,921,197	0.000000	31,921,197	10,729,704	669,890	11,399,594	35.71%	20,521,603	-
Resort F&E Subtotal	74,814,287	74,814,287	-	74,814,287	31,274,242	3,412,273	34,686,515	46.23%	43,127,772	-
Hotel and F&B Operating Equipment	500,494	500,494	-	500,494	-	-	-	0.00%	500,494	-
Ball Room	707,285	707,285	-	707,285	-	-	-	0.00%	707,285	-
Front Desk	10,527,110	10,527,110	-	10,527,110	-	-	-	0.00%	10,527,110	-
Hallway	619,000	619,000	-	619,000	-	-	-	0.00%	619,000	-
Room Restroom	3,696,531	3,696,531	-	3,696,531	-	-	-	0.00%	3,696,531	-
Pool Operation	198,184	198,184	-	198,184	-	-	-	0.00%	198,184	-
Casino Operations	2,618,507	2,618,507	-	2,618,507	8,784	-	8,784	0.33%	2,609,723	-
Hotel Suits	10,281,287	10,281,287	-	10,281,287	740,225	-	740,225	7.20%	9,541,062	-
Convention Center	346,115	346,115	-	346,115	-	-	-	0.00%	346,115	-
Business Center	498,235	498,235	-	498,235	-	-	-	0.00%	498,235	-
Telephone	2,658,128	2,658,128	-	2,658,128	-	-	-	0.00%	2,658,128	-
Spa	9,353,003	9,353,003	-	9,353,003	-	-	-	0.00%	9,353,003	-
Food & Beverage	6,228,854	6,228,854	-	6,228,854	-	-	-	0.00%	6,228,854	-
Casino	41,231,337	41,231,337	-	41,231,337	3,214,011	-	3,214,011	7.79%	38,017,326	-
Hotel and F&B Operating Equipment Subtotal	24,280,240	24,280,240	-	24,280,240	25,754	25,822	30,126	1.24%	24,249,114	-
Uniform Equipment	23,319,246	23,319,246	-	23,319,246	-	-	-	0.00%	23,319,246	-
Food Service Equipment	20,532,720	20,532,720	-	20,532,720	-	-	-	0.00%	20,532,720	-
Kitchen Equipment Subtotal	24,312,246	24,312,246	-	24,312,246	-	-	-	0.00%	24,312,246	-
Counter Signage	20,241,813	20,241,813	-	20,241,813	6,672,310	-	6,672,310	32.97%	13,569,503	-
Overseas YESCO	5,284,589	5,284,589	-	5,284,589	8,874,376	-	8,874,376	168.32%	-	-
Embassy Signage Subtotal	24,141,813	24,141,813	-	24,141,813	14,727,210	-	14,727,210	61.04%	9,414,603	-
Common Area	2,241,813	2,241,813	-	2,241,813	490,524	-	490,524	21.91%	1,751,289	-
COX	5,284,589	5,284,589	-	5,284,589	943,184	-	943,184	17.87%	4,341,405	-
BOH	24,141,813	24,141,813	-	24,141,813	1,472,210	-	1,472,210	6.10%	22,669,603	-
Common Area Subtotal	20,241,813	20,241,813	-	20,241,813	10,322,814	-	10,322,814	50.99%	9,918,999	-
Carlyle F&E	2,127,240	2,127,240	-	2,127,240	-	-	-	0.00%	2,127,240	-
Tuba Games	174,182	174,182	-	174,182	-	-	-	0.00%	174,182	-
Poker	20,322,129	20,322,129	-	20,322,129	-	-	-	0.00%	20,322,129	-
SBI Operations	6,174,424	6,174,424	-	6,174,424	-	-	-	0.00%	6,174,424	-
RLS	1,843,550	1,843,550	-	1,843,550	-	-	-	0.00%	1,843,550	-
Casino Security	218,174	218,174	-	218,174	-	-	-	0.00%	218,174	-
Security	44,871,281	44,871,281	-	44,871,281	181,271	-	181,271	0.40%	44,690,010	-
Casino F&E Subtotal	12,283,721	12,283,721	-	12,283,721	-	-	-	0.00%	12,283,721	-
Entertainment	-	-	-	-	-	-	-	-	-	-
Theater	-	-	-	-	-	-	-	-	-	-

FOUNTAINBLEAU RESORT AND CASINO  
 LAS VEGAS, NV  
 APPENDIX B TO THE BUDGET SCHEDULE AMENDMENT CERTIFICATE  
 EXHIBIT M-1  
 AS OF 12/31/09

DESCRIPTION	RESORT BUDGET				RESORT BUDGET MODIFICATIONS				RESORT BUDGET				COSTS INCURRED				NET AMOUNTS			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)		
Enrollment Subtotal	12,283,731	32,363,311	12,283,731																	
Club and Expatriate	2,415,222	2,002,212																		
General Administration, HR, Finance	6,648,125	6,648,125																		
Marketing & Casino Marketing	11,291,654	11,594,856																		
Hotel Maintenance	1,171,277	1,171,277																		
Transportation	184,508	194,508																		
Rent	184,873	184,873																		
Utilities	742,813	742,813																		
IT	47,701,000	47,701,000																		
IT - Subcontractors (Printing & Tech)	6,600,000	6,600,000																		
IT - A&P Facilities and IT Support	7,100,000	7,100,000																		
IT - Other IT/IT	13,500,000	13,500,000																		
Pre-Opening and Working Capital	4,000,000	4,000,000																		
Working Capital	3,150,000	3,150,000																		
Inventory	5,827,125	5,827,125																		
Travel	1,000,000	1,000,000																		
Pre-Opening	42,400,454	38,566,954																		
Pre-Opening - Payroll	26,000,000	19,077,500																		
Marketing	1,414,000	2,122,000																		
Office and Related	1,641,000	1,641,000																		
Renovation	3,527,000	5,798,000																		
Other	93,847,879	93,847,879																		
Pre-Opening and Working Capital Subtotal	14,516,833	14,516,833																		
Fuel / Power / Taxes / Other	2,779,400	2,779,400																		
Building Expense	1,500,000	1,500,000																		
Power, Fuel, and Sewer/Electric	11,181,200	11,181,200																		
Rehabilitation of Pools	1,100	216,500																		
Major Construction/Exp	1,500,000	1,500,000																		
Hotel, On-Or Off-Campus, Misc. Fees	4,812,851	4,812,851																		
Transportation Fee	63,810,000	63,810,000																		
Dump Fees/Leads	6,048,500	10,598,500																		
Construction Costs	75,000	75,000																		
Taxes, Licenses and Other	132,015,487	132,015,487																		
Property Taxes	4,000,000	4,000,000																		
Legal Fees and Other/Insurance	4,000,000	4,000,000																		
Development/Agreement	750,000	750,000																		
Marketing/Promotion	151,814,073	151,814,073																		
Hotel/Up-Cost																				
Fees / Permits / Taxes / Other Subtotal	151,814,073	151,814,073																		
Subtotal	12,283,731	32,363,311	12,283,731																	
Subtotal	2,415,222	2,002,212																		
Subtotal	6,648,125	6,648,125																		
Subtotal	11,291,654	11,594,856																		
Subtotal	1,171,277	1,171,277																		
Subtotal	184,508	194,508																		
Subtotal	184,873	184,873																		
Subtotal	742,813	742,813																		
Subtotal	47,701,000	47,701,000																		
Subtotal	6,600,000	6,600,000																		
Subtotal	7,100,000	7,100,000																		
Subtotal	13,500,000	13,500,000																		
Subtotal	4,000,000	4,000,000																		
Subtotal	3,150,000	3,150,000																		
Subtotal	5,827,125	5,827,125																		
Subtotal	1,000,000	1,000,000																		
Subtotal	42,400,454	38,566,954																		
Subtotal	26,000,000	19,077,500																		
Subtotal	1,414,000	2,122,000																		
Subtotal	1,641,000	1,641,000																		
Subtotal	3,527,000	5,798,000																		
Subtotal	93,847,879	93,847,879																		
Subtotal	14,516,833	14,516,833																		
Subtotal	2,779,400	2,779,400																		
Subtotal	1,500,000	1,500,000																		
Subtotal	11,181,200	11,181,200																		
Subtotal	1,100	216,500																		
Subtotal	1,500,000	1,500,000																		
Subtotal	4,812,851	4,812,851																		
Subtotal	63,810,000	63,810,000																		
Subtotal	6,048,500	10,598,500																		
Subtotal	75,000	75,000																		
Subtotal	132,015,487	132,015,487																		
Subtotal	4,000,000	4,000,000																		
Subtotal	4,000,000	4,000,000																		
Subtotal	750,000	750,000																		
Subtotal	151,814,073	151,814,073																		
Subtotal	12,283,731	32,363,311	12,283,731																	
Subtotal	2,415,222	2,002,212																		
Subtotal	6,648,125	6,648,125																		
Subtotal	11,291,654	11,594,856																		
Subtotal	1,171,277	1,171,277																		
Subtotal	184,508	194,508																		
Subtotal	184,873	184,873																		
Subtotal	742,813	742,813																		
Subtotal	47,701,000	47,701,000																		
Subtotal	6,600,000	6,600,000																		
Subtotal	7,100,000	7,100,000																		
Subtotal	13,500,000	13,500,000																		
Subtotal	4,000,000	4,000,000																		
Subtotal	3,150,000	3,150,000																		
Subtotal	5,827,125	5,827,125																		
Subtotal	1,000,000	1,000,000																		
Subtotal	42,400,454	38,566,954																		
Subtotal	26,000,000	19,077,500																		
Subtotal	1,414,000	2,122,000																		



FOUNTAINBLEAU RESORT AND CASINO  
 LAS VEGAS, NV  
 APPENDIX (B) TO THE BUDGET SCHEDULE AMENDMENT CERTIFICATE  
 EXHIBIT M-4  
 As of 10/31/09

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED				NET AMOUNTS				
	CLOSING RESORT BUDGET (\$K-C)	FROM RESORT BUDGET MODIFICATIONS (\$K-D)	CURRENT PERIOD BUDGET MODIFICATIONS (\$K-E)	RESORT BUDGET (\$K-F)	PREVIOUS COMPLETED DATE (G-FROM PRIOR MONTH)	CURRENT PERIOD COMPLETED (\$K-G)	TOTAL COMPLETED DATE (H-F+G)	% COMPLETED (I-G/F)	BALANCE TO COMPLETE (J-C+H)	TOTAL RETAINAGE (\$K-J)	TOTAL COMPLETED DATE (K-L-FROM PRIOR MONTH)	CURRENT PERIOD COMPLETED DATE (M-L+K)	BALANCE TO COMPLETE (N-M)
Debit Service Accrual Through Scheduled Opening													
Dish Service	\$ 362,756,000	\$ 332,371,000	\$ -	\$ 695,127,000	\$ 217,134,740	\$ 13,567,321,24	\$ 200,704,000	86.41%	\$ 101,874,907	\$ -	\$ 217,134,740	\$ 13,567,321	\$ 101,874,907
Debit Service Accrual Through Scheduled Opening Subtotal	\$ 362,756,000	\$ 332,371,000	\$ -	\$ 695,127,000	\$ 217,134,740	\$ 13,567,321,24	\$ 200,704,000	86.41%	\$ 101,874,907	\$ -	\$ 217,134,740	\$ 13,567,321	\$ 101,874,907
Contingency/Unallocated Selling Expenses													
Contingency/Hotel Selling Expenses	\$ 48,776,520	\$ 25,000,000	\$ -	\$ 73,776,520	\$ 17,232,748	\$ 539,087	\$ 17,771,835	71.17%	\$ 7,208,184	\$ -	\$ 17,232,748	\$ 539,087	\$ 7,208,184
Contingency/Hotel Selling Expenses Subtotal	\$ 48,776,520	\$ 25,000,000	\$ -	\$ 73,776,520	\$ 17,232,748	\$ 539,087	\$ 17,771,835	71.17%	\$ 7,208,184	\$ -	\$ 17,232,748	\$ 539,087	\$ 7,208,184
Fees and Expenses													
Fees and Expenses	\$ 60,740,794	\$ 10,240,704	\$ -	\$ 70,981,498	\$ 59,548,811	\$ -	\$ 59,548,811	83.93%	\$ 1,164,932	\$ -	\$ 59,548,811	\$ -	\$ 1,164,932
Fees and Expenses Subtotal	\$ 60,740,794	\$ 10,240,704	\$ -	\$ 70,981,498	\$ 59,548,811	\$ -	\$ 59,548,811	83.93%	\$ 1,164,932	\$ -	\$ 59,548,811	\$ -	\$ 1,164,932
<b>TOTAL COSTS</b>	\$ 472,273,314	\$ 367,611,704	\$ -	\$ 839,885,018	\$ 493,916,299	\$ 13,567,321,24	\$ 260,956,811	75.15%	\$ 112,247,923	\$ -	\$ 493,916,299	\$ 13,567,321	\$ 112,247,923
	\$ 2,323,081,391	\$ 1,088,230,141	\$ -	\$ 3,411,311,532	\$ 1,822,377,981	\$ 121,416,075	\$ 1,072,433,850	58.55%	\$ 1,037,819,282	\$ 90,224,776	\$ 1,822,377,981	\$ 121,416,075	\$ 1,037,819,282

(1) Total included without opening balance

IN BALANCE TEST ADJUSTMENTS	
Post-Closing Held Costs Paid to Date %	73.7%
Contingency Adjustment	\$ -
Required Minimum Contingency	\$ 23,164,775
Less: Unallocated Contingency Dollars (Actual)	\$ (6,390,445)
Contingency Adjustment Subtotal	\$ (67,843,670)
Other Adjustments	\$ -
Required Minimum Cash Support	\$ -
Required Minimum Liquidity Account	\$ 11,143,700
Required Minimum Revenue Support Amount	\$ 4,942,741
Required Minimum Equity Account	\$ -
Required Minimum Cash Support Amount	\$ -
Adjustment for Additional Cash Support	\$ -
<b>TOTAL</b>	\$ 1,097,433,712

IN BALANCE TEST AVAILABLE CUSHION	
Starting Cushion	\$ 58,000,000
Required Minimum Cash Support	\$ -
Other Unallocated In Balance Contingency	\$ -
Contingency Adjustment Subtotal	\$ -
Required Minimum Liquidity Account	\$ 47,028,870
Required Minimum Revenue Support Amount	\$ 36,607,250
Required Minimum Equity Account	\$ -
Required Minimum Cash Support Amount	\$ 17,251,100
Adjustment for Additional Cash Support	\$ -
Total Other Unallocated In Balance Contingency	\$ 93,907,282
<b>TOTAL CUSHION</b>	\$ 37,028,282

ATTACHMENT A TO BUDGET AMENDMENT CERTIFICATE

Certificate of General Contractor

1/31/09

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

Re: **Budget Amendment Certificate ("Budget Amendment Certificate")** dated January 31, 2009, of Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC, and Fontainebleau Las Vegas II, LLC (collectively, the "Project Entities").

Ladies and Gentlemen:

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

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

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

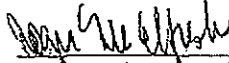
The foregoing representations, warranties and certifications are true and correct, are made for the benefit of the Disbursement Agent, the Funding Agents and the Lenders represented thereby, and may be relied upon for the purposes of authorizing and making the amendment to the Resort Budget; provided,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

*Turnberry West  
Construction, Inc.*

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

IN WITNESS WHEREOF, the General Contractor has executed this General Contractor's Certificate as of the 17<sup>th</sup> day of February, 2009.

TURNBERRY WEST CONSTRUCTION, INC.,  
a Nevada corporation

By:   
Name: Roger McElfresh  
Title: President and COO

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

# EXHIBIT "C"



GENERAL CONTRACTOR ADVANCE CERTIFICATE

Date: January 31, 2009  
Advance Date: January 31, 2009

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

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

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

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

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

Ladies and Gentlemen:

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

1. Pursuant to our Application for Payment (as described in the Prime Construction Agreement) dated June 6, 2007 ("Application for Payment #26") we have requested \$90,273,432.17

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

NONE

*Turnberry West  
Construction, Inc.*

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



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

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

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

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

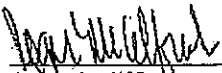
7. There is no material adverse change in the condition of the General Contractor which in the reasonable judgment of the General Contractor would be likely to materially adversely affect the General Contractor's ability to perform the "Work" (as defined in the Prime Construction Agreement) in accordance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

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

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

IN WITNESS WHEREOF, the undersigned has executed this General Contractor Advance Certificate as of the 31st of January, 2009.

TURNBERRY WEST CONSTRUCTION, INC.,  
a Nevada corporation

By:   
Name: Roger McElfresh  
Title: President and COO

(Instructions on reverse side) PAGE ONE OF PAGES

AIA DOCUMENT G702

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

VIA ARCHITECT: Bergman, Wallis & Associates, Ltd.

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

CONTRACTOR: CONSOLIDATED-ALL JOBS

CONTRACT DATE: \_\_\_\_\_

APPLICATION NO.: 26  
 PERIOD TO: 1/31/2009

Distribution No.: OWNER  ARCHITECT  CONTRACTOR  FIELD  OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

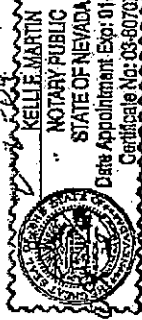
1. ORIGINAL CONTRACT SUM..... \$ 1,753,634,074.00
2. Net Change by Change Orders..... \$ 229,515,719.87
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 1,983,150,793.87
4. TOTAL COMPLETED & STORED TO DATE..... \$ 1,465,283,325.01  
 (Column G on G703)
5. RETAINAGE:
  - a. % of Completed Work..... \$ 89,393,925.01  
 (Column D + E on G703)
  - b. % of Stored Material.....  
 (Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 89,393,925.01
6. TOTAL EARNED LESS RETAINAGE..... \$ 1,375,959,403.00  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....  
 (Line 6 from prior Certificate)..... \$ 1,276,845,610.43
8. LESS PREVIOUS OWNER FUNDINGS..... \$ 9,748,772.62
9. CURRENT PAYMENT DUE..... \$ 90,275,015.95
10. BALANCE TO FINISH INCLUDING RETAINAGE.....  
 (Line 3 less Line 6)..... \$ 607,281,390.87

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 381,138,988.41	\$ (165,238,260.80)
Total approved this month	14,129,886.00	(655,005.00)
TOTALS	\$ 395,387,983.41	\$ (165,893,265.80)
NET CHANGES by Change Order	\$ 229,516,714.61	

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

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.

By: *W. Wallis*  
 State of: *Nevada*  
 County of: *Clark*  
 Subscribed and sworn to before me this *20th* day of *February* 20*09*  
 Notary Public: *Wendy M. Matt*  
 My Commission expires: *1/30/11*



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 90,275,019.95  
 (Attach explanation of amount certified affixed to the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*  
 Date: *2/2/09*

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

*Sum 2/02/09*



AA Document 679

APPLICATION AND CERTIFICATE FOR PAYMENT

Interchange contract (up) PAGE ONE OF PAGES

TO OWNER: FONTAINEBLEAU LAS VEGAS, LLC.  
 2755 Las Vegas Blvd. South  
 Las Vegas, NV 89108

PROJECT: FONTAINEBLEAU LAS VEGAS  
 2755 Las Vegas Blvd. South  
 Las Vegas, NV 89108

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.  
 2755 Las Vegas Blvd. South  
 Las Vegas, NV 89108

VIA ARCHITECT: Bergman, Wallis & Associates, Ltd.

APPLICATION NO.: 28  
 PERIOD TO: 1/31/2008

CONTRACT DATE:

Distribution No.:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AA Document 6703, is attached.

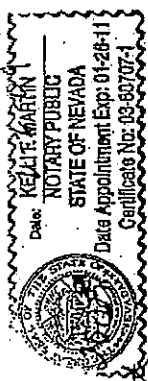
1. ORIGINAL CONTRACT SUM \$ 64,269,686.00
2. Net Change by Change Orders \$ (36,994,559.16)
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 17,275,126.84
4. TOTAL COMPLETED & STORED TO DATE (Column G on 6703) \$ 12,033,149.10
5. RETAINAGE:
  - a. % of Completed Work (Columns D + E on 6703) \$ 552,572.30
  - b. % of Stored Material (Column F on 6703)

- Total Retainage (Lines 5a + 5b or Total in Column I of 6703) \$ 552,572.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 11,480,676.60
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 11,350,946.95
  8. LESS PREVIOUS OWNER FUNDINGS \$ 24,877.90
  9. CURRENT PAYMENT DUE \$ 66,751.95
  10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 8) \$ 5,794,650.04

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	7,281,008.01	(44,275,567.17)
Total approved this month		
<b>TOTALS</b>	<b>\$ 7,281,008.01</b>	<b>\$(44,275,567.17)</b>
<b>NET CHANGES by Change Order</b>	<b>\$</b>	<b>\$(36,994,559.16)</b>

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

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.  
 By: *[Signature]*  
 State of: Nevada  
 County of: Clark  
 Subscribed and sworn to before me this 22<sup>nd</sup> day of September 2009  
 Notary Public: *[Signature]*  
 My Commission expires: 1/24/11



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED: 96,751.95  
 (Attach explanation if amount certified differs from the amount applied. Initial if figure on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*  
 Date: 2/2/09

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

*[Handwritten]* Two 1/29/09



6/03 CONTINUATION SHEET  
 FONTAINEBLEAU LAS VEGAS  
 SITE/DIFF-SITE  
 JOB #10100

APPLICATION CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate attached.  
 Use Column C on Contracts where variable relationships for flow items may apply

APPLICATION NUMBER  
 APPLICATION DATE  
 PERIOD TO

25  
 1/23/09  
 7/2009

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED FROM PREVIOUS APPLICATION (P+G)	H MATERIALS PRESENTLY STORED (NOT IN DOR E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+H)	J % (GIC)	K BALANCE TO FINISH (C-G)	L RETAINAGE
<b>DIVISION 2 - SITEWORK</b>											
02-050	Site Demolition - So. Nevada Paving	531,504.00	(208,772.87)		324,731.13	324,731.13		324,731.13	100.0%	2,000.00	16,236.56
02-050	Site Demolition - Advanced Demolition Technologies		77,753.34		77,753.34	77,753.34		77,753.34	100.0%	3,647.64	
02-050	Site Demolition - Nevada Power		7,786.45		7,786.45	7,786.45		7,786.45	100.0%	47,641.57	
02-050	Wastewater Demo - Chart Plumbing & Heating		47,641.57		47,641.57				0.0%		
02-050	Unassigned		(193,200.00)		7,192.50			7,192.50	100.0%		
02-210	Excavation, Removal & Handling - So. Nevada Paving	163,200.00			7,192.50			7,192.50	0.0%		
02-210	Fine Grading-Lugs, Trucking, Inc.		7,192.50		285,288.54			285,288.54	0.0%		
02-210	Fine Grading - Unassigned	425,618.00	(180,078.48)		270,729.13			270,729.13	0.0%		
02-401	De-Watering - Desert Plumbing & Heating	270,729.13			1,853,884.60			1,853,884.60	0.0%		
02-050/401	De-Watering - So. Nevada Paving	1,330,000.00	600,833.11		5,432.76			5,432.76	100.0%		
02-401	De-Watering - Sinterback Corp & Sherm Rentals		356,864		3,136.16			3,136.16	0.0%		
02-401	De-Watering Labor/TWC				521,969.41			521,969.41	0.0%		
02-401	De-Watering - Unassigned		525,024.07		3,054.68			3,054.68	0.0%		
02-402	De-Watering Filtration System(Temp) -Fisk Technologies		86,825.53		2,463.66			2,463.66	0.0%		
02-402	De-Watering Filtration System(Temp) -The Barral Company		86,825.53		86.05			86.05	0.0%		
02-446	Site Traffic Control - Road Safe Traffic Las Vegas		800.00		160.00			160.00	0.0%		
02-446	Site Demolition - Advanced Demolition Technologies				7,260.00			7,260.00	0.0%		
02-499	Site Demolition & Improvements - Unassigned				645.00			645.00	0.0%		
02-510	Flow Test Hydrant - Desert Fire Protection, Inc.	1,056,757.50	929,127.98		257,064.02			257,064.02	0.0%		
02-510	Water Distribution - Wells Carpo		249,000.00		249,000.00			249,000.00	0.0%		
02-510	Onsite Wet Utilities - Wells Carpo		837,819.96		608,193.99			608,193.99	0.0%		
02-510	Water Distribution - Unassigned				24,797.00			24,797.00	0.0%		
02-513	Asphalt Concrete Pavement - Unassigned	579,388.00			172,731.00			172,731.00	0.0%		
02-517	Pavement Markings - Unassigned	24,797.00			370,419.75			370,419.75	0.0%		
02-561	Power to Overhead Lines - Wells - Fisk Electric	625,000.00	(22,360.00)		602,640.00			602,640.00	0.0%		
02-570	Utility Services - Unassigned	195,000.00	320,419.75		311,633.00			311,633.00	0.0%		
02-590	Storm Drainage - White Carpo		(790,357.00)		90,844.84			90,844.84	0.0%		
02-590	Storm Drainage - Unassigned	1,842,190.00			522,755.06			522,755.06	0.0%		
02-710	Sanitary Sewer - Wells Carpo	603,200.00	(52,855.84)		191,724.00			191,724.00	0.0%		
02-710	Sanitary Sewer - Unassigned	191,724.00			400,000.00			400,000.00	0.0%		
02-775	Sidewalks - Unassigned	400,000.00			101,044.00			101,044.00	0.0%		
02-780	Underground Conduit - ENBARCO	140,505.00			146,805.00			146,805.00	0.0%		
02-780	Underground Conduit - Station Electric		283,927.10		26,708.90			26,708.90	0.0%		
02-780	Power & Communications - Unassigned	2,464,260.63	889.75		2,464,260.63			2,464,260.63	0.0%		
02-785-1	On Site Electrical & Development - Station Electric	2,552,654.00	(2,475,145.27)		77,487.73			77,487.73	0.0%		
02-785	Off Site Electrical & Development - Nevada Power		4,197,055.22		74,662.03			74,662.03	0.0%		
02-785-2	Off Site Electrical & Development - Unassigned		1,630,040.98		1,630,040.98			1,630,040.98	0.0%		
02-785-3	Site Electrical from Substation - Station Electric		427,092.99		1,805.01			1,805.01	0.0%		
02-785	Onsite North Overhead Power Lines - Station Electric		56,050.00		36,976.11			36,976.11	0.0%		
02-786	Onsite North Overhead Power Lines - Unassigned		231,607.00		231,607.00			231,607.00	0.0%		
02-786	Overhead to Underground Utility Relocable - Nevada Power		(738,000.00)		122,740.00			122,740.00	0.0%		
02-813	Fountains - Unassigned	738,000.00							0.0%		
02-840	Weak Road Paving Asphalt - Unassigned	91,000.00			140,505.00			140,505.00	0.0%		
02-840	Site Furnishings - Unassigned	140,505.00			846,954.00			846,954.00	0.0%		
02-860	Traffic Signs & Signals - Station Electric, Inc.	1,037,500.00							0.0%		
02-890	Traffic Signs & Signals - Unassigned	9,836,160.00	(8,836,160.00)						0.0%		
02-900	Signage, Highways Water Features	356,975.00	(356,975.00)						0.0%		
02-905	Plant Drainage - Unassigned								0.0%		
<b>DIVISION 3 - CONCRETE</b>											
03-220	Architectural Formwork - Unassigned	6,220,686.00	(8,220,688.00)						0.0%		
<b>DIVISION 4 - MASONRY</b>											
04-950	Masonry Units-Unassigned	461,370.00	(461,370.00)						0.0%		
04-950	Stairs - Unassigned	652,700.00	(652,700.00)						0.0%		
<b>DIVISION 5 - METALS</b>											
05-220	Handrails & Railings - Unassigned	900,000.00	(900,000.00)						0.0%		
<b>DIVISION 6 - WOODS &amp; PLASTICS</b>											
06-100	Rough Carpentry - TWC	590,000.00	(590,000.00)						0.0%		
06-100	Rough Carpentry - Unassigned	590,000.00	(590,000.00)						0.0%		
06-341	Small Tools/Haws-Abatic								0.0%		

FONTAINEBLEAU LAS VEGAS  
SITE/SUBSITE  
JOB #10100

APPLICATION NUMBER 26  
APPLICATION DATE 11/20/09  
PERIOD TO 2009

G703 CONTINUATION SHEET  
APPLICATION CERTIFICATE FOR PAYMENT, containing contractor's signed certifications attached.  
Use Column 1 on Contracts where variable retainage for line items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	H COMPLETED THIS PERIOD	I MATERIALS PRESENTLY STORED (NOT IN D OR E)	J TOTAL COMPLETED AND STORED TO DATE (D+H+I)	K % (G/J)	L BALANCE TO FINISH (C-G)	M RETAINAGE
06-344	Consumables-White Cap	108.00		108.00	108.00		108.51		108.51	99.5%	0.48	
06-350	Equipment Rental-Alarm Rentals	217.00		217.00	217.00				216.84	99.9%	0.16	
06-832	Safety Carpenter Labor-TWC			2,881.00	2,881.00		2,880.98		2,880.98	100.0%	0.02	
06-834	Clear-Up-L-Unassigned											
DIVISION 7 - THERMAL/MOISTURE												
07-100	Waterproofing - Unassigned	915,000.00	(915,000.00)							0.0%		
DIVISION 10 - SPECIALTIES												
10-950	Specialties - Unassigned	1,359,000.00	(1,359,000.00)							0.0%		
DIVISION 13 - SPECIAL CONSTRUCTION												
13-100	Lighting Protection - VFC	330,020.99	330,020.99		330,020.99				330,020.99	60.7%	129,742.84	19,502.84
13-150	Pools - Unassigned	20,221,054.00	(20,221,054.00)				200,278.15		200,278.15	0.0%		
DIVISION 16 - MECHANICAL												
16-400	Metal Framed Ceiling - Desert Plumbing & Heating									0.0%		
DIVISION 16 - ELECTRICAL												
16-211	Electrical Service Repair - Nevada Power		15,482.07	15,482.07	15,482.07					0.0%	16,462.07	
16-211	Electrical Service Repair - Unassigned									0.0%		
16-500	Lighting - Unassigned	200,000.00	(200,000.00)							0.0%		
16-520	Exterior Luminaires - Unassigned	236,457.00		236,457.00	236,457.00					0.0%	236,457.00	
16-600	Special Systems - Unassigned	550,000.00	(550,000.00)							0.0%		
DIVISION 17 - MISC.												
17-010	Misc. Labor - TWC			45,006.00	45,006.00		44,373.44		45,005.50	100.0%	0.60	
17-020	Fence Coat - TWC			107,950.34	107,950.34		103,586.71		107,950.34	100.0%		
17-030	Permit Taxes - TWC			20,692.76	20,692.76		18,735.72		20,699.78	100.0%		
17-060	Pedestrian Walkway Collapse-Thusankrup Safety		46,815.84	46,815.84	46,815.84		46,815.84		46,815.84	100.0%		
17-060	Pedestrian Walkway Collapse-Chical Security		17,941.90	17,941.90	17,941.90		15,700.03		15,700.03	87.5%	2,241.87	
17-060	Pedestrian Walkway Collapse-Desert Lumber			2,082.83	2,082.83		2,082.83		2,082.83	100.0%		
17-060	Pedestrian Walkway Collapse-Alarm Rentals			358.45	358.45		358.45		358.45	100.0%		
17-060	Pedestrian Walkway Collapse-Labor-TWC			99,423.19	99,423.19		99,423.19		99,423.19	100.0%		
17-100	Construction B/C Clean-up Labor - TWC			40,284.00	40,284.00		39,725.71		40,283.63	100.0%	0.37	
17-341	Small Tools/Labor Transfer-TWC			592.14	592.14		592.14		592.14	100.0%		
17-366	Forklift Drivers/Operator-TWC			12,809.00	12,809.00		9,227.29		12,808.79	100.0%	0.21	
17-932	Safety Carpenter Labor Transfer-TWC			42,854.00	42,854.00		42,853.57		42,853.57	100.0%	0.43	
17-933	Safety Laborer-TWC			10,118.00	10,118.00		9,231.36		10,117.66	100.0%	0.32	
Subtotal - Turnberry West Construction - Div 1-14 55,549,655.00 (36,755,254.30) 81,631.18 18,756,082.98 11,831,436.18 101,712.92 12,033,149.10 552,572.30												
Turnberry West Construction-LEED TAX CREDIT												
Turnberry West Construction-OCIP Estimated (1,880,000.00) (1,880,000.00) (191,793.60) (191,793.60)												
Turnberry West Construction-Commitment Against POC (1,013,204.09) (1,013,204.09) (60,407.00) (60,407.00) (217,141.67) (217,141.67)												
TWC-Pending Bookchange to Subcontractor 1,199.49 30,360.82 31,560.31 31,560.31												
PROJECT TOTAL 54,269,656.00 (35,914,659.19) 80,000.00 17,216,126.24 11,831,436.18 101,712.92 12,033,149.10 552,572.30												

**APPLICATION AND CERTIFICATE FOR PAYMENT**

(Instructions on reverse side) PAGE ONE OF PAGES

TO OWNERS: FONTAINEBLEAU LAS VEGAS, LLC. PROJECT: FONTAINEBLEAU LAS VEGAS  
 2755 Las Vegas Blvd. South JOB # 10200  
 2755 Las Vegas Blvd. South Las Vegas, NV 89108  
 FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC. VIA ARCHITECT: Bergman, Walls & Associates, L.L.C.  
 2755 Las Vegas Blvd. South Las Vegas, NV 89109

APPLICATION NO.: 26 DISTRIBUTION NO.: OWNER  
 PERIOD TO: 1/31/2009 ARCHITECT  
 CONTRACTOR FIELD  
 OTHER

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM..... \$ 633,713,930.00
2. Net Change by Change Orders..... \$ 50,480,041.41
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 704,193,971.41
4. TOTAL COMPLETED & STORED TO DATE..... \$ 579,402,899.14  
 (Column G on G703)
5. RETAINAGE:
  - a. % of Completed Work..... \$ 42,050,377.34
  - b. (Columns D + E on G703)
  - % of Stored Material..... \$
  - (Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 42,050,377.34
6. TOTAL EARNED LESS RETAINAGE..... \$ 537,352,621.80  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$
- (Line 6 from prior Certificate)
8. LESS PREVIOUS OWNER FUNDINGS..... \$ 6,154,135.00
9. CURRENT PAYMENT DUE..... \$ 39,624,382.24
10. BALANCE TO FINISH INCLUDING RETAINAGE..... \$ 188,645,449.81  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	73,914,980.39	(23,434,938.98)
Total approved this month	\$	\$
<b>TOTALS</b>	73,914,980.39	(23,434,938.98)
NET CHANGES by Change Order	50,480,041.41	

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

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.

By: *[Signature]*  
 State of: Nevada  
 County of: Clark  
 Subscribed and sworn to before me this 20th day of February 2009.  
 Notary Public: *[Signature]*  
 My Commission expires: 03-07-11  
 Certificate No: 03-007074



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED: 39,624,382.24  
 (Attach explanation if amount differs from the amount applied. Enter figure on this Application and on the Contribution Sheet line was changed to conform with the amount certified.)

By: *[Signature]* ARCHITECT: *[Signature]*  
 Date: 2/2/09

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

*[Handwritten Signature]* 1/30/09

FONTAINEBLEAU LAS VEGAS TOWER JOB #10200

G703 CONTINUATION SHEET  
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractors signed Certification is attached.  
 Use Column 1 on Contracts where variable retainage for final items may apply

APPLICATION NUMBER 26  
 APPLICATION DATE 12/12/2009  
 PERIOD TO 1/31/2009

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	PRIOR. REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-C)	I RETAINAGE
<b>DIVISION 2 - STEELWORK</b>											
02-315	Site Cleaning & Earthwork - So. NV Facility	2,319,219.00	(286,955.17)		2,030,263.83	2,031,602.00	(1,355.17)		2,030,263.83	100.0%	
02-341	Small Tools - TWC Labor			243,292.03	243,292.03	243,292.03	18,860.74		243,292.03	100.0%	3,932.78
02-341	Small Tools - Unassigned			52,159.97	52,159.97	29,348.47			48,227.21		
02-341	Small Tools - Unassigned			5,658.00	5,658.00	2,828.78	3,027.05		5,655.83		0.17
02-344	Consumables - TWC			64,955.00	64,955.00	3,524,400.00	3,057.81		3,534,400.00	100.0%	2,076.35
02-350	Unified Shafts - Anderson Drilling	3,450,345.00		61,493.00	3,524,400.00	68,338.74			3,594,400.00		
02-356	Forklift Drivers/Operators - TWC				61,493.00				61,493.00		
02-316	Port O Lets - TWC										
02-517	Signal Men - TWC										
02-959	Site Work - Unassigned										
<b>DIVISION 3 - CONCRETE</b>											
03-001	Floor Finish Survey - TWC Labor			7,959.30	7,959.30	4,341.18	2,894.12		7,235.30	85.3%	724.00
03-05D	Concrete Materials - Rinker Materials	22,774,473.00	2,139,483.97		24,914,056.97	23,688,780.65	51,287.33		23,740,077.98	0.0%	1,165,958.99
03-05F	Concrete Materials - Unassigned		13,883.18		10,718.37	1,592.92	1,944.81		6,372.01	0.0%	724.00
03-101	Poured Concrete Pads for MEP - TWC Labor			2,337.00	2,337.00	4,297.20	1,944.81		6,372.01		819.89
03-102	Stripping Sibs Blackouts - TWC Labor			6,892.00	6,892.00	1,897.69	333.64		2,251.00		585.70
03-105	In Fill Concrete Small Hoops - TWC Labor			2,817.00	2,817.00	4,421.48	9,302.31		13,723.79		5,237.21
03-106	Grouting Floor Sinks - TWC Labor			18,951.00	18,951.00	40,247,959.22	40,910.24		40,287,960.22	88.2%	4,038,797.51
03-210	Concrete Reinforcing PT - Pacific Coast Steel	48,720,307.00	(7,741,788.75)		41,028,520.25	5,658,282.92			5,658,282.92	85.9%	569,624.84
03-210	Steel Shirts/Structural Steel - Pacific Coast Steel		1,100,885.72		6,818,905.43						
03-210	Misc. Steel - Unassigned			(1,100,885.72)							
03-300	Cast in Place Concrete - Unassigned	79,431,181.00	(1,342,224.18)		78,148,956.81	78,303,943.00			78,303,943.00	100.2%	(15,678.18)
03-300	Cast in Place Concrete - Unassigned		307,892.09		307,892.09						
03-340	Concrete Curing - A-4 Concrete Curing & Dampening			248,043.75	248,043.75	381,827.24	25,818.80		407,645.54	100.0%	
03-340	Concrete Curing - Grizzly Mats Testing & Inspection			51,904.25	51,904.25	51,904.25			51,904.25	100.0%	
03-340	Concrete Curing - Unassigned		1,904.25		(1,904.25)						
03-341	Concrete Curing - Grizzly Mats Testing & Inspection			149,419.00	149,419.00	192,517.89	18,932.38		149,450.07	75.0%	49,706.03
<b>DIVISION 5 - CARPENTRY</b>											
05-100	Rough Carpentry - Unassigned	847,303.00	(547,303.00)		300,000.00					0.0%	
05-100	Rough Carpentry - TWC Labor			6,423.00	6,423.00	5,728.42	59.95		6,292.17		2,133.69
05-101	CDX Fire Retardant Plywood - Desert Lumber		9,821.37		15,955.61	2,832.88	6,408.22		11,290.80	70.5%	4,707.71
05-101	CDX Fire Retardant Plywood - TWC Labor			598.78	598.78	598.78			598.78		
05-200	Finish Carpentry - GMI/Herkater Corp.	8,959,100.00	(6,458,100.00)		2,500,000.00					0.0%	
05-341	Small Tools/Handware			80.00	80.00						
05-360	Equipment Rental			6,653.18	6,653.18	5,393.37	1,259.82		6,653.18		
05-401	Architectural Woodwork & Spandrels - Collings Interiors	5,225,330.00	(7,054,451.68)		(1,829,121.68)	4,018,745.90	(283,917.35)	244,702.60	3,980,531.15	65.4%	209,536.22
05-401	Architectural Woodwork - Unassigned		15,744.46		15,744.46						
05-402	Vanities Installation - Door-Ko		1,659,656.82		1,659,656.82	688,780.41	60,941.53		689,721.84	41.8%	569,934.86
05-402	Vanities/Plumb Install - Unassigned	2,665,000.00		(150,932.00)	2,514,068.00						
05-410	Cabinetwork - Unassigned	2,430,675.00	(2,430,675.00)			2,132,896.76	302,841.20		2,435,737.96	79.1%	64,858.46
05-410	Cabinetwork - K3 Procurement and Dealon		949,858.78		332,910.00	235,651.00	594,550.69		770,201.09	60.1%	512,297.69
05-411	Kitchen Cabinet Installation - Paramount Kgmt Enterprises			314,038.71	314,038.71	88,721.97			88,721.97		
05-412	Kitchen Cabinet Installation - Unassigned			10,408.42	10,408.42	8,806.47	1,879.85		10,406.42	31.4%	215,316.24
05-470	Perimeter Protection - Labor & Material			2,089.00	2,089.00						
05-542	Protection of New Work			27,953.00	27,953.00	20,565.85	4,032.60		1,231.81		657.19
05-501	Sev Yard - TWC			529,455.00	529,455.00	594,111.55	173,488.03		24,587.85		3,215.15
05-632	Safety Carpenter - TWC			22,535.00	22,535.00	13,588.32	3,427.73		531,457.68		7,897.42
05-633	Safety Laborer - TWC			4,207.00	4,207.00	2,839.40			17,016.05		6,518.95
05-934	Cleanup Laborer - TWC			4,207.00	4,207.00				2,339.40		1,867.60



FONTAINEBLEAU LAS VEGAS  
TOWER  
JOB #10200

GT03 CONTINUATION SHEET  
APPLICATION AND CERTIFICATE FOR PAYMENT, certifying Contractors  
signed Certification is attached.  
Use Column (on) Contracts where variable retainage for life items may apply

APPLICATION NUMBER  
15112009  
APPLICATION DATE  
1/31/2009  
PERIOD TO

A	B	C	D	E	F	G	H	I				
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISIONS OF SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (PHE)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN FOR B)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/I)	BALANCE TO FINISH (C-G)	RETAINAGE
<b>DIVISION 7 - THERMAL</b>												
07-100	Waterproofing - Exterior SW Roofing		2,020,205.28		2,020,205.28	1,128,123.00	163,992.00		1,292,115.00	64.9%	708,090.28	131,212.00
07-100	Waterproofing - Unassigned	2,300,000.00	(1,893,771.00)	(293,723.00)	12,500.00				12,500.00	0.0%	12,500.00	
07-250	Firescoping - Unassigned	318,753.00	(180,248.00)	(158,507.00)		3,253,198.36	501,472.81		3,754,671.17	0.0%	1,008,758.18	575,466.65
07-270	Fire Stopping - F. Roofers Corp.		8,783,425.95		8,783,425.95	14,287.50	12,840.00		27,127.50	100.0%		
07-270	Plan Check Fees/Retaining Fees		5,492.50		5,492.50				5,492.50	0.0%		
07-270	Fire Stopping - Unassigned	5,820,000.00	(6,220,000.00)		50,000.00	14,161.18	11,047.78		25,198.96	50.4%	24,801.04	2,516.90
07-271	Buildup Insulation/Firescoping - Insulpro Projects		50,000.00		50,000.00		40,000.00		40,000.00	57%	659,959.00	4,000.00
07-500	Membrane Roofing - Commercial Roofs				139,553.46					0.0%	139,553.46	
07-500	Membrane Roofing - Unassigned	648,246.00		(508,684.20)								
<b>DIVISION 8 - DOOR/WINDOWS</b>												
08-100	Metal Doors & Frames - Gallischar-Kalar	17,800,000.00	8,158,449.73	(180,342.00)	25,778,107.73		11,905,852.04	2,417,794.89	17,135,500.04	68.5%	3,642,807.69	173,551.00
08-100	Doors & Frames - Architectural Materials, LLC		21,347,646.81	5,200.00	21,352,846.81		19,516,797.84	840,728.11	18,823,865.42	78.8%	4,529,161.19	1,601,390.57
08-100	Doors & Frames - Unassigned		22,633.00		22,633.00	2,221.20			2,221.20	0.0%		
08-100	Windows Cleaning - Unassigned		3,930,688.76		3,930,688.76	40,046.69	2,720.04		42,766.73	11.6%	616,232.07	
08-530	Window Cleaning - Unassigned		773,588.18		773,588.18	3,893,784.72			3,893,784.72	101.6%	773,588.18	184,086.72
08-800	Glazing - Hikoju & Sons	4,271,930.00	(4,271,930.00)				4,670,787.00		4,670,787.00	93.3%	2,979,816.59	3,144,381.18
08-800	Glazing - Unassigned		44,009,282.71	0.78	44,009,282.71	3,708,046.17			3,708,046.17	100.0%		331,345.23
08-900	Curtain Wall - Wallcrafts Only - Zellan Systems		5,375.66		5,375.66		5,375.66		5,375.66	100.0%		
08-900	Curtain Wall - Wallcrafts Only - Embassy Glass		9,860,464.00		9,860,464.00		1,705,190.62		1,705,190.62	69.3%	2,968,365.62	
08-900	Glazed Curtain Walls - Z Glass	57,483,034.00	(58,268,006.54)	(1,400,427.48)			2,947.68		2,947.68	55.6%	38,558.42	
08-901	Misc. Glass Install & Material		34,742.12	(52,019.00)	68,761.12	49,635.08	2,947.68		52,582.76	99.8%	943.88	
08-902	Monorail Holding System for Glass Installation - Sigma/Alvin		192,018.85	(19,046.99)	169,971.86	169,031.75	(3,402.73)		165,629.02	100.0%		
08-902	Monorail Holding System Misc Material - Fasteners		1,498.85		1,498.85	1,498.85			1,498.85	100.0%		
08-902	Monorail Holding System Misc Material - Window Cap		243.52		243.52	243.52			243.52	100.0%		
08-902	Monorail Holding System Misc Material - Solder		9,000.00		9,000.00	6,000.00			6,000.00	100.0%		
08-902	Monorail Holding System Misc Material - Various vendors		1,774.56		1,774.56	2,973.34			2,973.34	100.0%		
08-902	Monorail Holding System Labor - TWC		2,973.34		2,973.34						1,518.00	
08-902	Monorail Holding System Misc Material - Unassigned		13,476.00	(11,568.00)	1,908.00	30,583.78			30,583.78	95.3%	1,508.93	
08-903	Monorail Edge Bar - Conductix-Wipac		30,447.71		30,447.71	1,774.56			1,774.56	92.6%	602.68	
08-904	Monorail Pole Shores - Atlas Construction Supply		6,713.90		6,713.90	1,581.99			1,581.99	100.0%		
08-905	Research - Recycled Glass action		15,003.74		15,003.74						7,556.03	
08-907	Limit Switches, Heat Cont. - Lift Equip Certification Co.		2,337.33		2,337.33	17,391.07			17,391.07	100.0%	15,787.94	
08-907	Limit Switches Labor - TWC		8,625.57		8,625.57	1,088.64			1,088.64	47.9%	7,536.93	
08-908	Geobox for Monorail - Allied Power Products		10,579.73		10,579.73	5,070.07			5,070.07	100.0%	5,509.66	
08-908	Misc. Monorail Labor - TWC		15,122.00		15,122.00	10,300.93			10,300.93	100.0%	4,821.07	
08-910	Remove Window Millium Protection - TWC		12,016.00		12,016.00	6,004.57			6,004.57	100.0%	6,006.43	
<b>DIVISION 9 - FINISHES-EXTERIOR</b>												
09-001	Punchnet Labor - TWC		9,406.00		9,406.00	5,786.24			5,786.24	78.1%	728.64	
09-230	Architectural Ceilings - Unassigned	200,000.00		(200,000.00)		53,164,813.00			53,164,813.00	100.0%		5,786,097.80
09-250	Gypsum Wallboard - Adornet Specialty Co.	73,920,995.00	(100,202.32)		73,820,792.68						18,151,093.68	
09-250	Ballers Insulation & Firescop - Unassigned		1,280,613.75	(1,280,613.00)							0.75	
09-281	Demo of Mock-ups-Mendocino Warehouse - Atlas Bldg & Dwp		8,423.76		8,423.76	8,423.75			8,423.75	100.0%		
09-281	Demo - Unassigned		2,154.91		2,154.91						0.09	
09-300-1	Tile & Stone - Silver State Marble	24,565,719.00	(2,428,651.20)	(575,071.00)	22,712,156.80		2,785,393.00		11,596,062.00	50.8%	11,116,073.80	1,153,606.80
09-300-2	Tile & Stone - ITAL		696,045.00		696,045.00		2,430.48		2,430.48	99.9%	2,344.25	
09-300-3	Tile & Stone - ITAL		887,886.11		887,886.11		8,637.61		8,637.61	86.9%	891,486	
09-300-5	Tile & Stone - ITAL		359,591.00		359,591.00	451,244.07			451,244.07	86.5%	64,483.73	
09-300-5	Tile & Stone - ITAL		278,373.00		278,373.00	278,373.00			278,373.00	100.0%		
09-300	Sales Tax		1,068,804.86		1,068,804.86					0.0%	2,058.48	





APPLICATION NUMBER  
13/12009  
APPLICATION DATE  
1/31/2009  
PERIOD TO

FORTAINBLEAU LAS VEGAS  
TOWER  
JOB #10200

G703 CONTINUATION SHEET  
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractors  
signed Certification to attached.  
Use Column F on Contract where variable retainage for the items may apply

A	B	C	D	E	F	G	H	I				
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	CURRENT REVISIONS	PRIOR REVISIONS	REVISIONS	SCHEDULED VALUES OF	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	TOTAL COMPLETED AND STORED TO DATE (B+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
10-050	TEMP POWER - Contl Electric	400,000.00	(64,416.75)	43,000.00	(28,410.00)	345,583.21	345,583.21		345,583.21	100.0%	7,070.00	34,586.32
10-050	Electrical basic materials & methods - Unassigned					4,039.00	1,434.14	511,894.00	2,594.82	0.0%	1,464.18	7,943,303.40
10-101	Telecom Backbones - TWC	111,500.00	14,055,320.83		4,039.00	125,555,239.63	6,968,309.00		79,163,568.20	63.3%	46,072,351.43	
10-200	Branch Lighting/Empty Conduit - Bombed Electric		689,077.84			689,077.84	260.00		7,100,163.30	0.0%	3,911,584.70	
10-200	Power Generation - Unassigned		8,500,000.00		2,511,768.00	11,011,768.00			21,287.50	84.1%	1,394.57	
10-501	Leak Fix - S. Facade and Crown @ Roof - Illuminating Concepts		22,842.38		250.51	22,893.00						
10-502	Undercabinet Lighting - Rise & Shine Lighting											
DIVISION 17 - MISCELLANEOUS												
17-010	Miscellaneous Labor - TWC		144,332.08			144,332.08			144,332.08			
17-020	Union Benefits - TWC		294,033.09			1,156,206.39			1,221,037.28			
17-030	Payroll Taxes - TWC		281,553.39			47,517.37			18,764.77			
17-100	Construction Cleanup Labor - TWC		475,551.92			977,006.62			965,045.83			
17-200	Water Leak Cleanup Labor (WGL) - TWC		1,897.00			1,897.00			948.10			
17-471	Grouping Penetration Labor - TWC		34,988.00			34,988.00			31,110.87			
17-472	Composia Crew Cleanup Labor - TWC		53,410.00			53,410.00			49,470.66			
17-473	PT Cable Repair Labor - TWC		4,386.00			4,386.00			3,187.03			
17-511	Bulging Concrete for Calling - TWC		4,644.00			4,644.00			2,794.88			
17-512	Bulging Concrete for The Labor - TWC		68,412.00			68,412.00			2,794.88			
17-513	Bulging Concrete for Central Laboratories		83,838.00			83,838.00			2,794.88			
17-514	Set up & Breakdown Casework Laboratories		15,200.00			15,200.00			82,260.89			
17-515	Saline & Breakdown Landings and Pillarins - TWC		14,498.00			14,498.00			15,132.79			
17-516	Laying Floor Coverings for Protection - TWC		1,897.00			1,897.00			882.15			
17-517	Column repair (due to safety cable holes) - TWC		9,043.00			9,043.00			3,295.82			
17-518	Misc. Bushing Labor - TWC		2,140.00			2,140.00			1,239.82			
17-520	Concrete Spalls High Off - Southern Nevada Paving		30,565.00			30,565.00			7,481.48			
17-535	Safety Tie-Off Embuds		171.33			171.33			1,088.64			
DIVISION 18 - CRANES												
18-100	Procedures/Maintenance - American Cranes & Hoist		2,285,700.54			2,285,700.54			1,686,790.00			
18-200	Operators - Republic Cranes Service, LLC		10,780,062.40			10,780,062.40			8,509,327.00			
18-400	Signal - Republic Cranes & Hoist		9,283,800.00			9,283,800.00			8,498,238.00			
18-400	Cranes & Hoisting Miscellaneous		3,000,507.24			3,000,507.24			2,921.78			
18-400	Cranes & Hoisting Unassigned		1,172,251.00			1,172,251.00			1,000,867.24			
18-405	Operator Operators - Republic Crane Service, LLC		4,486.00			4,486.00			1,172,251.00			
18-410	Mobile Cranes		269,231.00			269,231.00			4,486.00			
18-410	Mini Cranes		46,300.00			46,300.00			267,855.09			
18-415	Misc. Crane Maintenance & Welding		100,000.00			100,000.00			24,650.00			
AREA 100 NORTH PODIUM												
	Crane/Manlift Operator protection		17,472,664.00			17,472,664.00			2,309,892.83			
	LEED tax production								0.00			
	Roundup								0.10			
	Subtotal - Tumberry West Construction Div 1 - f6	570,846,430.00	85,073,555.81	(4,224,611.59)		748,685,273.92	35,729,107.32	6,768,025.41	579,402,899.14	77.3%	170,282,474.78	42,058,377.34
Tumberry West Construction-LEED TAX CREDIT												
	Tumberry West Construction-OCIIP Estimated	(17,167,500.00)		(12,381,453.32)		(29,548,953.32)						
	Tumberry West Construction-Commitment Against PCO		10,596,487.92			10,596,487.92						
	Tumberry West Construction-Transfer to LEED		130,778,518.60		4,224,611.59	135,003,130.19						
PROJECT TOTAL												
		589,719,930.00	59,440,041.41			704,168,971.41	35,729,107.32	6,768,025.41	579,402,899.14	82.3%	124,756,072.27	42,058,377.34

APPLICATION NUMBER 26  
 APPLICATION DATE 12/17/2009  
 PERIOD TO 1/31/2009

FONTAINEBLEAU LAS VEGAS  
 TOWER  
 JOB #10280

G703 CONTINUATION SHEET  
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 Use Column 1 on Contracts where variable retainage for line items may apply

A	B	C	D	E	F	G	H	I				
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD (D+E)	MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (GC)	BALANCE TO FINISH (G-H)	RETAINAGE
NORTH PODIUM - DETAIL												
DIVISION 2 - SITE WORK												
02-250	Operating JLG - Laborer - TWC	11,123.00	11,123.00			6,130.61	3,554.70	1,528.61	9,493.39	0.0%	1,826.54	
02-251	Operating JLG - Carpenter - TWC	9,518.00	9,518.00			2,163.26	5,556.80		7,710.00	0.0%		
DIVISION 3 - CONCRETE												
03-103	Anchor Bolt D&E - TWC	5,044.00	5,044.00			3,099.61	1,944.60		3,099.61	0.0%		
03-210	Structural Steel - Prefab Cast Steel	425,062.00	425,062.00						425,062.00	0.0%		
03-500	Conformers Decks	23,184.00	23,184.00						23,184.00	0.0%		
03-940	Concrete Chilling - A-1 Concrete Cutting	9,200.00	9,200.00			9,025.89			9,025.89	0.0%		
DIVISION 6 - METALS												
06-100	Structural Metal Framing	200,717.00	200,717.00						200,717.00	0.0%		
06-101	D&E Embed DSGN - Laborer - TWC	7,042.00	7,042.00			3,861.39	2,431.00		6,312.39	0.0%		
06-102	D&E Embed DSGN - Carpenter - TWC	11,805.00	11,805.00			3,334.06	5,834.64		9,168.70	0.0%		
06-103	D&E Embed ST/MT - Laborer - TWC	719.00	719.00			598.96			598.96	0.0%		
06-104	D&E Embed ST/MT - Carpenter - TWC	3,360.00	3,360.00				1,972.64		1,972.64	0.0%		
06-105	D&E Embed Equipment & Material - TWC	5,440.00	5,440.00				5,440.00		5,440.00	0.0%		
06-120	Structural Steel - W & W Steel	1,784,269.00	1,784,269.00			331,164.00			331,164.00	0.0%		
06-120	Structural Steel - Unassembled	2,880,872.00	2,880,872.00						2,880,872.00	0.0%		
06-700	Ornamental Metal	220,130.00	220,130.00						220,130.00	0.0%		
DIVISION 8 - WOOD & PLASTICS												
08-100	Rough Carpentry	27,370.00	27,370.00				2,500.56		2,500.56	9.1%	24,869.44	
08-200	Finish Carpentry	158,448.00	158,448.00						158,448.00	0.0%		
08-220	Milwork	447,910.00	447,910.00						447,910.00	0.0%		
08-341	Small Tools/Hardware	4,020.00	4,020.00			39,635.00	16,317.50		56,352.50	0.0%		
08-360	Equipment Rental	54,215.00	54,215.00						54,215.00	0.0%		
08-400	Wood Deck Frames	5,482.00	5,482.00				2,361.64		2,361.64	0.0%		
08-932	Safety Carpenter - TWC	2,322.38	2,322.38				855.78		2,322.38	0.0%		
08-933	Safety Laborer - TWC	4,420.00	4,420.00			1,169.88	3,252.71		4,419.59	0.0%		
08-934	Cleanup Laborer - TWC									0.0%		
08-935	Boomin Operator - TWC									0.0%		
DIVISION 7 - THERMAL/MOISTURE												
07-100	Waterproofing	278,764.00	278,764.00						278,764.00	0.0%		
07-200	Insulation	7,903.00	7,903.00						7,903.00	0.0%		
07-260	Fraproofing	731,439.00	731,439.00						731,439.00	0.0%		
07-500	Membrane Roofing	759,389.00	759,389.00						759,389.00	0.0%		
07-500	Flashing & Sheet Metal	64,561.00	64,561.00						64,561.00	0.0%		
DIVISION 8 - DOORS AND WINDOWS												
08-100	Metel Doors & Frames	14,650.00	14,650.00						14,650.00	0.0%		
08-400	Entrance & Stairways - Hilton Head Glass	2,253,354.00	2,253,354.00						2,253,354.00	0.0%		
08-800	Glazing	1,695,908.00	1,695,908.00						1,695,908.00	0.0%		
08-900	Glazing	3,768,040.00	3,768,040.00						3,768,040.00	0.0%		
DIVISION 8 - FINISHES												
08-200	Gypsum Wallboard	1,488,802.00	1,488,802.00						1,488,802.00	0.0%		
08-300	Tile	717,638.00	717,638.00						717,638.00	0.0%		
08-510	Acoustical Ceilings	3,081,897.00	3,081,897.00						3,081,897.00	0.0%		
08-850	Resilient Flooring	828.00	828.00						828.00	0.0%		
08-610	Carpentry	60,445.00	60,445.00						60,445.00	0.0%		
08-910	Painting	1,081,775.00	1,081,775.00						1,081,775.00	0.0%		
DIVISION 13 - SPECIAL CONSTRUCTION												
13-150	Pods	1,040,000.00	1,040,000.00						1,040,000.00	0.0%		
DIVISION 17 - MISCELLANEOUS												
17-100	Cleanup Labor - TWC	5,264.00	5,264.00						5,264.00	0.0%		
TOTAL NORTH PODIUM												
		17,442,684.00	17,442,684.00	2,453,799.20	14,988,245.60	359,935.60	235,852.83		627,868.65	1.2%	16,568.20	

(Instructions on reverse side) PAGE ONE OF

MT 6702

**APPLICATION FOR CERTIFICATE FOR PAYMENT**

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

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

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

**CONTRACTOR:** TURNBERRY WEST CONSTRUCTION, INC.  
 Bergman, Wallis & Associates, Ltd.

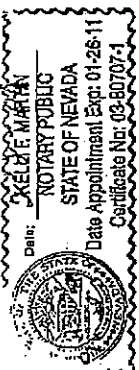
**APPLICATION NO.:** 26  
**PERIOD TO:** 1/31/2009

**CONTRACT DATE:**

**Distribution:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

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

**CONTRACTOR:** TURNBERRY WEST CONSTRUCTION, INC.  
 By: [Signature]  
 State of: Nevada  
 County of: Clark  
 me this 2009  
 Notary Public: [Signature]  
 My Commission expires: 1/26/11



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED:** 18,686,592.24  
 (Attach explanation of amount certified differs from the amount applied. Initial bill figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** [Signature]  
 BY: [Signature]  
 DATE: 2/2/09

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

1. ORIGINAL CONTRACT SUM..... \$ 379,895,718.00

2. Net Change by Change Orders..... \$ 61,637,603.32

3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 441,533,321.32

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$ 368,880,461.49

5. RETAINAGE:  
 a. % of Completed Work (Column D + E on G703)..... \$ 22,605,899.91  
 b. % of Stored Material (Column F on G703)..... \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 22,605,899.91

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)..... \$ 346,274,561.58

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 322,487,289.03

8. LESS PREVIOUS OWNER FUNDINGS..... \$ 5,189,800.31

9. CURRENT PAYMENT DUE..... \$ 18,686,592.24

10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)..... \$ 55,159,539.74

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 75,845,538.53	\$ (14,207,935.21)
Total approved this month	\$	\$
<b>TOTALS</b>	\$ 75,845,538.53	\$ (14,207,935.21)
<b>NET CHANGES by Change Order</b>	\$ 61,637,603.32	

APPLICATION NUMBER 26  
 APPLICATION D 12/12/2009  
 PERIOD TO 12/31/2009

FOUNTAINBLEAU LAS VEGAS  
 GARAGE, CONVENTION CENTER & CENTRAL PLANT  
 JOB #1030

GT03 CONTINUATION SHEET  
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's  
 signed Certification is attached.  
 Use Column 1 on Contracts where variable retainage for fine items may apply

ITEM NO	DESCRIPTION OF WORK	C SCHEDULE OF VALUES	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (C+E+F)	% (C+G)	H BALANCE TO FINISH (C-G)	I RETAINAGE
DIVISION 1 - GENERAL CONDITIONS												
01-360	Hazardous Material Removal - H2O Environmental	2,088.13			2,088.13				2,088.13	100.0%		
DIVISION 2 - SITEWORK												
02-110	Mass Excavation - 80' RV Paving	4,790,062.00	1,052,477.64	1,423.00	5,942,146.64	5,504,351.00	191,504.00		5,504,351.00	97.3%	196,031.64	204,4305.00
02-110	Excavation - 80' RV Paving			1,187.00	1,187.00	1,187.00			1,187.00	100.0%		
02-110	Mass Excavation - Unassigned					992.80			992.80	100.0%		
02-340	Structural Engineering - John A. Martin & Assoc.					9,883,870.33			9,883,870.33	100.0%		
02-350	Foundation - Morris Shea	9,095,850.00			9,853,870.33	2,804.85			2,804.85	100.0%		
02-350	Elevations of Utilities - Sunrise Utilities				2,804.85				2,804.85	100.0%		
02-350	Piled Caissons & Collarjams - Unassigned					323,370.19			323,370.19	100.0%		
02-351-122	Microplex - Morris Shea					12,995.70			12,995.70	100.0%		
02-650	Storm Drainage - White Cap Construction			0.08		23,841.76			23,841.76	39.0%	38,088.77	2,394.18
02-870	Chain Link Fence & Gates - Clark County Fence Co.					37,238.40			37,238.40	100.0%		
02-840	Baricade for TCO-White Cap					18,065.00			18,065.00	100.0%		
02-900	Landscaping - Valley Crest Landscaping					18,065.00			18,065.00	100.0%		
DIVISION 3 - CONCRETE												
03-050	Concrete Materials - Rinker Materials	5,973,359.00	482,674.02	850,257.99	6,123,982.91	5,788,501.91	286,208.32		6,074,710.23	99.1%	65,272.68	
03-050	Concrete Materials - K&K Construction Supply			10.75	10.75	10.75			10.75	100.0%		
03-050	Concrete Materials - H&H			42.74	42.74	42.74			42.74	100.0%		
03-200	Concrete Reinforcement - B. Witt Concrete Cutting	132,116.88		(132,116.88)		5,170.80			3,170.80	99.4%	18.70	
03-200	Concrete Reinforcement - Unassigned					800.00			800.00	100.0%		
03-201	Rebar Fabrication - Aprntich					6,552,989.01			6,552,989.01	100.0%		
03-210	Concrete Reinforcing Steel - Century Steel Pacific Coast Steel	5,022,073.10	1,706,588.79	800.00	7,528,662.79	3,670.50			4,193.41	0.0%	163,690.37	655,498.62
03-210	Rebar Reinforcing Steel - Paramount Steel					250,767.00			250,767.00	100.0%		
03-210	Rebar Reinforcing Steel - Paramount Steel					1,733.60			1,733.60	100.0%		
03-210	Rebar Reinforcing Steel - Paramount Steel					959,187.00			959,187.00	100.0%		
03-300	Concrete Forming & Placement - Colasani	13,500,000.00	5,529,354.50	316,034.00	19,345,149.20	18,003,376.00			18,003,376.00	93.0%	1,341,773.20	597,270.26
03-300	Concrete Forming & Placement - Unassigned					57,603.73			57,603.73	100.0%		
03-301	Concrete Forming & Placement - B. Witt Concrete Cutting					60,000.00			60,000.00	100.0%		
DIVISION 4 - MASONRY												
04-050	Masonry - Marmel Masonry	1,375,082.27			1,375,082.27	877,425.95			877,425.95	71.4%	393,702.90	98,136.37
04-050	Basic Masonry Methods - Unassigned	499,608.00	24,442.37	(149,399.00)	376,652.87					0.0%	376,652.87	
DIVISION 5 - METALS												
05-120	Structural Steel & Metal Deck - W&W Steel	118,709,772.00	29,640,434.25	854,251.42	148,204,457.67	142,464,872.20	(420.33)		142,464,872.20	88.0%	5,295,043.00	
05-121	Precast Repair - Double T - Fibwrap					43,088.52			43,088.52	100.0%		
05-120/121	Steel - Unassigned					263,680.00			263,680.00	100.0%		
05-500	Metal Fabrications - Unassigned	2,837,522.00	307,216.09	(13,635.00)	3,130,693.09					0.0%	3,130,693.09	
05-510	Metal Stairs & Ladders - Unassigned	3,432,000.00	(3,432,000.00)							0.0%	3,432,000.00	
05-800	Expansion Control - R2M Building Restoration	425,750.00	2,578,485.88	910,902.55	4,016,148.48	1,817,745.00			1,817,745.00	53.1%	1,893,180.46	215,295.00
05-800	Expansion Control - Unassigned									0.0%		
DIVISION 6 - CARPENTRY												
06-100	Rough Carpentry - Desert Lumber					2,534.95			2,534.95	100.0%		
06-100	Rough Carpentry - Hill					1,446.34			1,446.34	100.0%		
06-100	Rough Carpentry - Sandlin Lumber Company, Inc.					2,417.81	47.41		2,465.22	100.0%		
06-100	Rough Carpentry - Unassigned					115.25			115.25	100.0%		
06-200	Finish Carpentry - Unassigned	336,536.00			336,536.00	404,800.00			404,800.00	32.8%	2,853,300.56	135,111.86
06-200	Finish Carpentry - L&P Interiors, Inc.	3,294,450.00	4,294,419.19	(229,350.00)	7,369,519.19	43,430.91			43,430.91	0.6%	7,326,088.28	9,787.00
06-200	Milwork - Unassigned	413,330.00		(160,213.00)	253,117.00	385.70			385.70	0.1%	2,153.42	
06-341	Small Tools/Labor/Transfer/Abak					7,908.10			7,908.10	100.0%		
06-341	Small Tools/Labor/Transfer/Hill					17,490.57			17,490.57	100.0%		
06-341	Small Tools/Labor/Transfer/K&K Construction Supply					3,248.00			3,248.00	100.0%		



0703 CONTINUATION SHEET  
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 GARAGE, CONVENTION CENTER & CENTRAL PLANT  
 JOB #1030

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

APPLICATION NUMBER 26  
 APPLICATION DATE 1/31/2009  
 PERIOD TO 1/31/2009

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE VALUES	G WORK COMPLETED THIS PERIOD (D+E)	H MATERIALS PRESENTLY STORED (NOT IN DORE)	I TOTAL COMPLETED AND STORED TO DATE (D+H)	J % (G/I)	K BALANCE TO FINISH (C-G)	L RETAINAGE
06-241	Small Trade Labor Transfers/White Cap			135.60	135.60	135.60	135.60	135.60	100.0%		
06-242	Consumables-Abate			819.93	819.93	142.05	681.88	813.33	100.0%		
06-243	Consumables-K&K Construction Supply			358.33	358.33	290.39	65.94	356.23	100.0%		
06-244	Food/Bar Rental/Altim Rentals			27,681.46	27,681.46	18,870.93	8,720.93	27,681.46	100.0%		
06-245	Permitting Operator Labor Transfers-TWC			23,664.09	23,664.09	15,810.63	7,853.46	23,664.09	100.0%		
06-246	Wood Door Frames - Unassigned			357,708.00	357,708.00	1,670.39	1,670.39	1,670.39	0.0%		
06-247	Painting Protection-Deeart Lumber			11,545.76	11,545.76	7,149.97	4,395.79	11,539.39	99.9%	6.37	
06-248	Painting Protection-Deeart Lumber			591.85	591.85	591.85	591.85	591.85	100.0%		
06-249	Painting Protection-K&K Construction Supply			469,105.11	469,105.11	419,140.52	49,964.59	469,105.11	100.0%		
06-250	Safety Cameras Labor Transfers-TWC			80,328.71	80,328.71	80,328.71	80,328.71	80,328.71	100.0%		
06-251	Slipkit Labor Transfers-TWC			80,328.71	80,328.71	80,328.71	80,328.71	80,328.71	100.0%		
DIVISION 7 - THERMAL											
07-100	Waterproofing - Technical Management, Inc.	199,465.00	150,199.44		149,265.26	136,402.34	13,862.92	198,402.34	92.7%	10,062.66	
07-101	Waterproofing - Unassigned		38,830.00		38,830.00			38,830.00	0.0%	36,950.00	
07-110	Thermal/ Moisture - RAM Construction		954,051.87	148,999.00	1,102,441.87	933,871.50	168,003.00	1,071,824.50	87.2%	30,817.37	
07-210	Building Insulation - Unassigned	625,697.00	590,000.00	(187,096.18)	368,500.82			368,500.82	0.0%	968,500.82	
07-240	Frame, Sheathing and ERS - Stearns H. Raymond Co.		19,090,153.12	(80,671)	19,009,084.45	10,047,626.00	3,444,500.00	19,892,126.00	72.8%	5,167,958.45	
07-241	Exc Insulation & Finish Sys - Clark County Development		450.00	(450.00)	0.00	450.00		450.00	100.0%		
07-242	Exc Insulation & Finish Sys - Unassigned	17,474,538.00	(17,405,601.00)	(70,487.00)	16,808,450.00			16,808,450.00	0.0%	17,578,937.00	
07-243	Exc Insulation & Finish Sys - Unassigned	1,323,900.00	1,142,025.10	(2,457,325.10)	2,457,325.10			2,457,325.10	0.0%	6,508.00	
07-244	Exc Insulation & Finish Sys - Unassigned		6,538.00		6,538.00			6,538.00	0.0%	6,538.00	
07-245	Membrane Roofing - Unassigned		6,538.00		6,538.00			6,538.00	0.0%	6,538.00	
07-246	Flashing & Sheet Metal - Unassigned	1,160,739.00	(690,391.00)		470,348.00			470,348.00	0.0%	690,391.00	
07-247	Roof Accessories - Unassigned	66,109.00	(66,109.00)		0.00			0.00	0.0%	66,109.00	
07-248	Roof Accessories - Unassigned	6,099,689.00	(100,807.35)	195,655.00	5,194,536.65	5,946,817.00		5,946,817.00	99.0%	247,819.65	
07-249	Spurred Fire Proofing - Unassigned		2,900.00	(2,900.00)	0.00			0.00	0.0%	2,900.00	
07-251	Fire Safety Design-JBA Consulting Engineers	232,207.00	(0.13)	(6,218.00)	225,988.87			225,988.87	0.0%	232,207.00	
07-252	Sealants - Unassigned		10.13	8,340.29	8,340.29	0.215.97		0.215.97	100.0%		
07-253	G-Concrete Sealing/Steam Engineers, Inc.										
DIVISION 8 - DOORS/WINDOWS											
08-100	Major Doors & Frames - Gullinber/Keller	3,013,213.00	136,343.38		3,149,556.38	562,966.80	281,055.75	844,020.55	26.8%	2,308,535.83	
08-200	Glazing - Unassigned	228,842.00			228,842.00			228,842.00	0.0%	228,842.00	
DIVISION 9 - FINISHES											
09-090	EPe-Clark County Building Dept.			104,557.50	104,557.50	600.00	3,825.00	4,425.00	4.2%	100,132.50	
09-110	Forming & Drywall - Dykes/Con Contracting	18,729,050.00	(8,493,343.17)		10,235,706.83	7,623,563.53	664,612.00	8,291,175.53	80.2%	2,044,531.30	
09-111	Sound Treating Floor/Walls - DOB, Inc.		13,500.00		13,500.00	13,500.00		13,500.00	100.0%		
09-112	Forming & Drywall - Unassigned		30,145.00		30,145.00	30,145.00		30,145.00	100.0%		
09-113	Forming & Drywall - Unassigned		101,971.54		101,971.54	87,149.09	2,067.92	89,217.00	87.5%	12,754.54	
09-114	Forming & Drywall - Unassigned		170,055.00		170,055.00	7,481,955.11	354.50	7,481,955.11	41.4%	14,002,020.38	
09-115	Drywall - Metal Stud Framing - Midwest Drywall Co.		23,895,994.18		23,895,994.18	7,481,955.11	354.50	7,481,955.11	31.3%	16,414,039.07	
09-116	Drywall - Metal Stud Framing - Midwest Drywall Co.		112,343.66		112,343.66	354.50		354.50	0.0%	111,989.16	
09-117	Drywall - Unassigned	2,153,830.00	(1,424,029.40)		729,800.60			729,800.60	0.0%	1,424,029.40	
09-118	Stone & Tile - Unassigned	1,075,950.00			1,075,950.00			1,075,950.00	0.0%	1,075,950.00	
09-119	Acoustical Ceiling - TBD	791,461.00			791,461.00			791,461.00	0.0%	791,461.00	
09-120	Resilient Flooring - Unassigned	609,679.00			609,679.00			609,679.00	0.0%	609,679.00	
09-121	Carpeting - Unassigned	3,150,097.00			3,150,097.00			3,150,097.00	0.0%	3,150,097.00	
09-122	Painting - Eugene's Painting Co.	618,968.00			618,968.00	917,802.24		917,802.24	25.3%	3,660,892.65	
09-123	Painting - Unassigned		(534,911.75)		4,800,748.01			4,800,748.01	0.0%	41,300.80	
09-124	Slipping - Unassigned		140,821.44		140,821.44	7,221.75		7,221.75	9.3%	127,600.00	
09-125	Slipping - Stripling Solutions										
DIVISION 10 - SPECIALTIES											
10-100	Tollie Partons & Accessories - L & P Interiors, LLC		931,217.94		931,217.94	93,506.70	22,795.54	116,402.24	12.5%	814,815.70	

6703 CONTINUATION SHEET  
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 JOB #10300

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

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	H MATERIALS PRESENTLY STORED (NOT IN STORE)	I TOTAL COMPLETED AND STORED TO DATE (D+E+H)	J % (G/I)	K BALANCE TO FINISH (C-G)	L RETAINAGE
10-100	Main Toilet Compartments - Unassigned	245,026.00	(245,026.00)			2,888,061.00	421,000.00	3,409,160.00	0.0%	1,165,374.00	340,916.00
10-550	Operable Partitions - Modernfield of Nevada	4,518,571.00	45,869.50		4,564,540.50				74.7%		
10-650	Partitions - Unassigned								0.0%		
10-800	Toilet, Bath & Laundry Accessories - Unassigned	130,765.00	(130,765.00)						0.0%		
DIVISION 11 - EQUIPMENT											
Operable Partitions - Unassigned											
DIVISION 12 - FURNISHINGS											
DIVISION 13 - SPECIAL CONSTRUCTION											
DIVISION 14 - CONVERTING											
14-200	Elevators - Invasankrup	10,092,210.00	(952,412.46)		9,139,797.54			7,160,462.43	75.6%	2,969,335.11	716,047.60
14-200	Elevators - Unassigned		780,000.00		780,000.00				0.0%	780,000.00	
14-300	Escalators & Moving Walks - Unassigned	304,542.00	(304,542.00)						0.0%		
DIVISION 15 - MECHANICAL											
15-100	Hydraulics - Dresser Plumbing & Heating	11,900,000.00	(652,381.97)		11,247,618.03			7,770,565.00	69.2%	3,455,040.03	525,203.00
15-100	Hydraulics - Unassigned		141,623.00		141,623.00				0.0%	141,623.00	
15-185	Heating & Cooling Start-Up - Water & Energy Systems		139,890.18		139,890.18			75,949.77	54.7%	63,940.41	
15-200	Fire Protection - Desert Fire Protection	9,610,000.00	(239,289.61)		9,370,710.39			7,741,236.88	82.6%	1,629,473.51	774,124.87
15-300	Misc. Fire Protection		255,000.00		255,000.00			9,562,476.88	72.1%	3,702,948.88	594,548.38
15-400	Plumbing - Desert Plumbing & Heating	14,010,729.00	(577,581.19)		13,433,147.81			15,760.00	0.0%	3,247,484.00	
15-401	G-Pipe Maintenance - Pipe Maintenance Service		15,760.00		15,760.00				100.0%		
15-500	Piping, Central Plant - Universal Piping	15,478,277.00	(3,293,893.12)		12,184,383.88			18,643,784.84	89.4%	1,055,976.63	1,894,376.43
15-672	Cooling Towers & Air Handling Units - Johnson Controls, Inc.	7,380,639.00	1,435,626.86		8,816,265.86			7,840,764.00	88.0%	1,065,501.86	270,849.00
15-672	Cooling Towers & Air Handling Units - Unassigned		472,869.00		472,869.00			61,757.85	13.0%	411,111.15	
15-700	HVAC Mechanical - Gailly/Hairer Corp.	24,082,358.00	(2,455,292.08)		21,627,065.92			18,520,604.01	71.4%	7,577,545.07	1,802,057.00
15-999	Mechanical - Unassigned								0.0%		
DIVISION 16 - ELECTRICAL											
16-050	Purchase Substation Material - Sun Valley Electric	3,459,543.34	(3,459,543.34)					3,509,573.33	100.0%		
16-050	Substation Material - Cashman Equipment		65,181.06		65,181.06			35,437.86	53.0%	31,743.20	
16-550	Light Fixtures - Cordale Electric Supply		469,073.74		469,073.74			466,995.27	99.6%	2,078.47	
16-550	Electrical Materials - Cummings Rocky Mountain LLC		4,581,801.90		4,581,530.94			4,581,530.84	100.0%		
16-556	Nevada Dept Of Tax										
16-556	Uphling & Fixtures - Graybar Electric Company		1,071,465.16		1,071,465.16			21,693.77	1.8%	1,049,771.39	
16-556	Drinking System - A Well Entertainment										
16-556	Purchase Substation Material - Unassigned		1,814,419.33		1,814,419.33			1,614,419.33	89.0%	1,999,999.99	
16-556	Purchase Substation Material - Unassigned		806.45		806.45			938.45	116.4%		
16-556	Electrical Power Transmission - Condit Electric, Inc.	59,211,691.00	(1,399,630.53)		57,812,060.47			4,581,530.84	7.9%	53,220,429.63	
16-556	ESE Lighting Production - VFC, Inc.		1,500.00		1,500.00			1,191.24	79.4%	308.76	
16-556	Electrical Power Transmission - Unassigned		4,504.66		4,504.66			31,642,559.48	54.7%	1,162,114.18	3,104,255.99
16-721	Fire Alarm - SAFE Electronics, Inc.		167,172.52		167,172.52			113,950.15	67.6%	53,222.37	46,287.57
16-740	Electrical Low Voltage - Flex Technologies		(278,172.60)					113,950.15	1.8%	6,953,877.25	11,385.61
16-740	Electrical Low Voltage - Unassigned								0.0%	110,990.00	
16-796	Electric - Unassigned		119,000.00		119,000.00				0.0%		
16-999	Electrical Lighting & Equipment - TWC								0.0%		
DIVISION 17 - MISC.											
17-510	Misc. Labor - TWC		290,008.40		290,008.40			254,358.50	87.7%	35,650.90	
17-620	Fringe Cost - TWC		641,394.51		641,394.51			622,332.81	97.0%	19,061.70	
17-630	Payroll Taxes - TWC		135,006.10		135,006.10			131,161.10	97.1%	3,845.00	
17-100	Construction B/C Clean-Up Labor - Abalix		1,993.38		1,993.38			1,993.38	100.0%		
17-100	Construction B/C Clean-Up Labor - TWC		693,936.11		693,936.11			492,930.58	71.0%	199,005.53	
17-200	Misc. Labor - TWC								0.0%		



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A	B	C	D	E	F	G	H	I				
ITEM-NO	DESCRIPTION OF WORK	SCHEDULE OF VALUES	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD (E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+G)	% (G/G)	BALANCE TO FINISH (C-G)	RETAINAGE
17-304	G-Cell & Epoxy Repair Reinforcement	598.33	598.33		598.33					0.0%	598.33	
<b>DIVISION 18 - CRANES &amp; HOISTING</b>												
18-400	Procedures/Maintenance - American Crane & Hoist	273,278.93	273,278.93		273,278.93					82.5%	47,749.93	
18-400	Operators - Republic Crane Services, LLC	4,181,451.22	503,868.69		4,685,320.91		750.00			25.5%	3,438,655.91	
18-400	Rental - Republic Towers & Hoist	699,663.50			699,663.50		41,212.00			97.6%	66,499.50	
18-400	Cranes & Hoisting - Ababilix	1,174.45			1,174.45		1,174.45			100.0%	-	
18-400	Cranes & Hoisting - Smart Lumber	2,185.63			2,185.63		526.50			100.0%	-	
18-400	Cranes & Hoisting - Standard Lumber	526.50			526.50					0.0%	857,825.00	
18-405	Freewater Operator, Unassigned	224,630.74			224,630.74		78,898.14			100.0%	7,530.05	
18-410	Mobile Cranes - Diesel Crane Service, Inc.	295,554.00			295,554.00					96.8%	3,256,065.49	
18-410	Mobile Cranes - TWC						15,040.51			0.5%	354,797.00	
AREA 100:	MEETINGS ROOMS		3,311,120.00		3,311,120.00							
AREA 300:	DEWATERING SYSTEM & GREASE TRAP REPAIR			354,797.00	354,797.00							
<b>Subtotal - Turnberry West Construction Div 1-18</b>												
		330,136,609.00	85,057,208.80	1,750,005.72	476,944,024.52	344,332,460.54	20,082,548.85	424,910.18	364,839,919.58	76.5%	112,104,109.54	22,191,536.97
	Turnberry West Construction-OCIP Estimated	(10,241,091.00)	5,646,510.50	33,329.37	(4,161,251.13)					0.0%	(4,161,251.13)	
	Turnberry West Construction-LEED TAX CREDIT		(8,238,322.00)	80.87	(8,238,241.13)					0.0%	(8,238,241.13)	
	Turnberry West Construction-General Conditions Allocation		(1,694,477.26)		(1,694,477.26)					0.0%	(29,932,022.75)	
	Turnberry West Construction-Commitment Against POC		(89,938.50)		(89,938.50)					0.0%	(151,464.22)	
	Turnberry West Construction-Pending Back Charges											
18-100	Crane Protection-TWG					500,000.00			500,000.00	70.0%	1,519,717.41	315,162.94
20-200	OCIP - Grease Double T Failure					3,540,891.81			3,540,891.81			
<b>PROJECT TOTAL</b>		379,894,719.00	61,637,603.32	(0.00)	441,532,322.32	348,373,022.45	20,082,548.85	424,910.18	339,800,481.49	93.5%	72,652,839.83	22,605,639.51

APPLICATION NUMBER 28  
 APPLICATION DATE 12/11/2009  
 PERIOD TO 12/11/2009

FONTAINEBLEAU LAS VEGAS  
 GARAGE, CONVENTION CENTER & CENTRAL PLANT  
 JOB #10300

6703 CONTINUATION SHEET  
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 Use Column I on Contracts where vendor's retainage for five items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	H TOTAL COMPLETED AND STORED TO DATE (D+E+F)	I % (G/H)	J BALANCE TO FINISH (C-G)	K RETAINAGE
AREA 100: MEETING ROOMS-DETAIL										
	CONCRETE									
02-500	Topping Slabs		5,760.00		5,760.00				5,760.00	
METALS										
05-100	Structural Metal Framing		1,778.00		1,778.00				1,778.00	
05-120	Structural Steel		42,472.00		42,472.00				42,472.00	
WOOD & PLASTICS										
08-100	Rough Carpentry		70,786.00		70,786.00				70,786.00	
08-400	Architectural Woodwork		740,946.00		740,946.00				740,946.00	
06-572	Protection of New Work		4,444.00		4,444.00				4,444.00	
THERMAL/MOISTURE										
07-100	Vaporspacing		28,863.00		28,863.00				28,863.00	
07-200	Insulation		1,945.00		1,945.00				1,945.00	
07-900	Sealants		12,318.00		12,318.00				12,318.00	
DOORS AND WINDOWS										
08-100	Metal Doors & Frames		333,516.00		333,516.00				333,516.00	
08-900	Special Doors		13,838.00		13,838.00				13,838.00	
08-933	Overhead & Ceiling Doors		70,875.00		70,875.00				70,875.00	
FINISHES										
09-200	Gypsum Wallboard		622,735.00		622,735.00				622,735.00	
09-300	Tile		501,142.00		501,142.00				501,142.00	
09-350	Tile & Stone Installation		219,874.00		219,874.00				219,874.00	
09-510	Acoustical Flooring		230,000.00		230,000.00				230,000.00	
09-535	Final Clipping		10,865.00		10,865.00				10,865.00	
09-870	Fluid Applied Flooring		2,650.00		2,650.00				2,650.00	
09-880	Carpentry		127,748.00		127,748.00				127,748.00	
09-900	Painting		1,778.00		1,778.00				1,778.00	
09-950	Wall Covering		99,004.00		99,004.00				99,004.00	
09-980	Finish Allowance		54,878.00		54,878.00				54,878.00	
SPECIALTIES										
10-160	Metal Telem. Compartments		50,738.00		50,738.00				50,738.00	
10-350	Service Walls		199,435.00		199,435.00				199,435.00	
10-520	Fire Protection Specialties		16,609.00		16,609.00				16,609.00	
MISC. LABOR										
17-900	P-Venue Management		44,780.00		44,780.00				44,780.00	
	TOTAL MEETING ROOMS		3,157,128.00		3,251,136.00		15,040.51	33.9%	29,739.49	
							15,040.51	0.34	3,236,095.49	
AREA 300: GARAGE DOWATERING SYSTEM & GREASE TRAP REPAIR										
02-200	Earthwork-Southern Nevada Paving			125,000.00	125,000.00				125,000.00	
03-300	Crest-In-Place Concrete, Colosant Specialty Services			12,115.00	12,115.00				12,115.00	
15-400	Plumbing, Fixture, Desert Plumbing & Heating			217,692.00	217,692.00				217,692.00	
	TOTAL REPAIR			354,797.00	354,797.00				354,797.00	

AMAL DOCUMENT COPY (Indication on invoice tab) PAGE ONE OF PAGES

**APPLICATION AND CERTIFICATE FOR PAYMENT**  
**TO OWNER:** FONTAINEBLEAU LAS VEGAS, LLC.  
 2755 Las Vegas Blvd. South  
 Las Vegas, NV 89109

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

**CONTRACT DATE:** 1/21/2009

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

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

**Job # 10400**  
**General Conditions**

**APPLICATION NO.:** 28  
**PERIOD TO:** 1/21/2009

**Distribution No.:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

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

1. ORIGINAL CONTRACT SUM..... \$ 93,934,074.00

2. Net Change by Change Orders..... \$ (12,529,494.23)

3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 81,404,579.77

4. TOTAL COMPLETED & STORED TO DATE..... \$ 79,939,528.45  
 (Column G on G703)

5. RETAINAGE:  
 a. % of Completed Work..... \$ 219,730.45  
 (Column D + E on G703)  
 b. % of Stored Material..... \$  
 (Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$ 219,730.45

8. TOTAL EARNED LESS RETAINAGE..... \$ 79,719,798.01  
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 6 from prior Certificate)..... \$ 73,909,244.37

8. LESS PREVIOUS OWNER FUNDINGS..... \$ 2,524,835.12

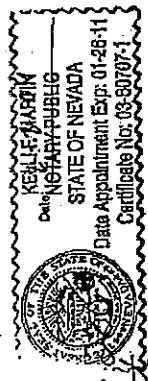
9. CURRENT PAYMENT DUE..... \$ 3,284,698.52

10. BALANCE TO FINISH INCLUDING RETAINAGE  
 (Line 3 less Line 9)..... \$ 1,315,783.76

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 15,071,482.77	\$ (30,124,482.00)
Total approved this month	\$ 2,453,625.00	
<b>TOTALS</b>	\$ 17,525,107.77	\$ (30,124,482.00)
<b>NET CHANGES by Change Order</b>	\$ (12,599,494.23)	

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

**CONTRACTOR:** TURNBERRY WEST CONSTRUCTION, INC.  
 By: *[Signature]*  
 State of: *Nevada*  
 County of: *Clark*  
 Subscribed and sworn to before me this *21st* day of *February*, 2009.  
 Notary Public *[Signature]*  
 My Commission expires: *February 15, 2011*



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

AMOUNT CERTIFIED..... \$ 3,284,698.52  
 (After expiration if amount certified differs from the amount applied. Indicate all figures on this Application and on the Certification Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** *[Signature]*  
 By: *[Signature]*  
 Date: *2/2/09*

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

*Two 2/02/09*

APPLICATION NUMBER 20.00  
 APPLICATION DATE 01/31/09  
 PERIOD TO 01/31/00

FOUNTAINBLEAU LAS VEGAS  
 General Conditions  
 JOB #10400

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D CURRENT RETENTION	E REVISED SCHEDULE VALUES	F FROM PREVIOUS PERIODS (OPEN)	G TOTAL COMPLETED PERCENTAGE (OPEN)	H BALANCE TO FINISH (C-S)	I RETAINAGE
	Division 1 - BONDING	0,000,000.00	0.00	0.00	0.00	2,386,640.00	0.00	0.00
	Division 1 - GENERAL CONDITIONS							
	Total Division 1 - Cast/Setting	24,282,242.00	1,138,934.00	30,528,071.00	29,424,707.12	30,620,070.61	0.00	0.00
	Total Division 1 - Field Engineering (Outstation Services)	3,292,200.00	83,059.32	6,481,655.48	6,200,932.81	6,450,956.43	5,200.03	0.00
	Total Division 1 - Hazmat Consulting	0.00	0.00	15,891.18	15,891.18	15,891.18	0.00	0.00
	Total Division 1 - OT for Inspector	200,000.00	-11,700.00	21,330.38	21,355.38	21,255.38	75.00	0.00
	Total Division 1 - Safety	4,030,707.00	1,849,495.50	6,125,917.46	6,830,638.45	8,125,917.17	0.00	0.00
	Total Division 1 Field Office Expense	2,787,890.00	1,009,588.41	3,750,389.42	3,745,514.22	3,786,388.81	2,002.61	39.83
	Total Division 1 Temporary Utilities	4,050,200.00	-821,390.66	3,810,558.49	3,387,413.12	3,590,148.20	26,408.21	127,365.87
	Total Division 1 Temporary Protection	5,497,150.00	1,732,008.26	7,414,080.40	7,214,328.97	7,414,080.41	0.02	13,289.01
	Total Division 1 Material & Labor Staging	9,834,850.00	3,680,174.27	13,033,871.60	12,164,238.38	13,023,169.38	10,702.22	70,035.09
	Total Division 1 Clean-Up	3,282,835.00	-1,597,447.86	1,659,066.05	1,819,288.45	1,655,865.39	72.60	0.00
	Total Division 1 General Equipment & Tools	1,031,000.00	237,172.08	1,200,540.78	1,233,059.50	1,289,855.09	0.00	0.00
	Total Division 1 Project Documentation	304,000.00	-341,297.49	30,200.53	193,48.13	20,181.11	21.42	0.00
	Total Division 1 Misc Project Expenses	1,112,500.00	750,682.07	1,971,270.42	1,645,658.39	1,871,289.59	0.00	0.00
	Total Division 1 Reimbursable Blueprinting	2,070,000.00	-1,112,025.28	1,600,568.00	1,543,968.95	1,890,587.18	0.00	0.00
	Total Division 1 - Holding	28,232,410.00	-2,581,452.00	411,557.78	17,904.00	17,604.00	394,353.76	0.00
	Rounding		-0.24	-0.24			-0.24	
	PROJECT TOTAL	83,634,074.00	-15,033,019.23	81,024,576.77	70,728,683.55	70,938,620.46	1,096,032.31	219,730.49

(Instructions on Reverse Side) PAGE ONE OF PAGES

AIA DOCUMENT G703

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

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

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

**JOB # 10800** **PODIUM**

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

**APPLICATION NO.:** 28  
**PERIOD TO:** 10/12/2006

**CONTRACT DATE:**

**Distribution No.:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

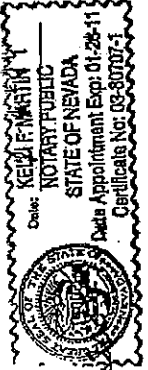
**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

**CONTRACTOR:** TURNBERRY WEST CONSTRUCTION, INC.

By: *[Signature]*  
 State of: *Nevada*  
 County of: *Clark*  
 Subscribed and sworn to before me this *28th* day of *October* 2006.  
 Notary Public: *[Signature]*  
 My Commission expires: *11/01/2007*



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

By: *[Signature]*  
 Date: *2/2/09*

**AMOUNT CERTIFIED:** 28,369,873.26  
 (Amount explanation if amount differs from the amount specified, initial and figure on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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

*Two* 2/01/09

- 1. ORIGINAL CONTRACT SUM..... \$ 609,115,868.00
- 2. Net Change by Change Orders..... \$ 117,446,689.37
- 3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 726,562,557.37
- 4. TOTAL COMPLETED & STORED TO DATE..... \$ 418,740,864.14
- 5. RETAINAGE:
  - a. % of Completed Work (Column D + E on G703)..... \$ 24,061,004.51
  - b. % of Stored Material (Column F on G703)
- 6. TOTAL EARNED LESS RETAINAGE..... \$ 384,678,779.83
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 386,308,906.37
- 8. LESS PREVIOUS OWNER FUNDINGS..... \$ -
- 9. CURRENT PAYMENT DUE..... \$ 28,369,873.26
- 10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)..... \$ 331,283,575.74

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 157,759,030.30	\$ (51,422,701.93)
Total approved this month	\$ 11,670,200.00	\$ (585,009.00)
<b>TOTALS</b>	\$ 169,429,230.30	\$ (51,987,709.93)
NET CHANGES by Change Order	\$ 117,446,689.37	\$ -

STAIN CONTINUATION SHEET		CONTAINER/BEAU LAS VEGAS		APPLICATION NUMBER 03-000		PERIOD TO 01/31/09		PERIOD FROM 01/31/09	
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification as to each item.		JOB # 10300		COMPLETED THIS PERIOD		COMPLETED TO DATE		TOTAL COMPLETED TO DATE	
A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
02-200	Site Excavation - Site, Nevada Paving	7,546,245.37	0.00	7,546,245.37	130,700.00	7,676,945.37	100.00%	7,676,945.37	0.00
02-200	Mesa Excavation - Unassigned	2,094.00	0.00	2,094.00	0.00	2,094.00	100.00%	2,094.00	0.00
02-210	Excavation & Backfill - Site, Nevada Paving	1,700,522.20	0.00	1,700,522.20	0.00	1,700,522.20	100.00%	1,700,522.20	0.00
02-220	Excavation & Backfill - Trucking/Variety	222,000.00	0.00	222,000.00	0.00	222,000.00	100.00%	222,000.00	0.00
02-230	Excavation & Backfill - Unassigned	27,552.39	0.00	27,552.39	0.00	27,552.39	100.00%	27,552.39	0.00
02-240	Shedding - All of Trench, Shoring	14,008.23	0.00	14,008.23	0.00	14,008.23	100.00%	14,008.23	0.00
02-310	Backfill - Ramps - Gravel & Hoist Pads - Raymond Matory	5,739.50	0.00	5,739.50	0.00	5,739.50	100.00%	5,739.50	0.00
02-315	Backfill - Ramps - Gravel & Hoist Pads - Unassigned	150,000.00	0.00	150,000.00	0.00	150,000.00	100.00%	150,000.00	0.00
02-320	Subgrade Preparation & Dewatering - Unassigned	2,100,000.00	0.00	2,100,000.00	0.00	2,100,000.00	100.00%	2,100,000.00	0.00
02-401	Soil - Blower/Comp	12,827.94	0.00	12,827.94	0.00	12,827.94	100.00%	12,827.94	0.00
02-405	Gravel - Placement - Abert	8,418.94	0.00	8,418.94	0.00	8,418.94	100.00%	8,418.94	0.00
02-410	Gravel - Placement - Hill Concrete Calling	7,551.00	0.00	7,551.00	0.00	7,551.00	100.00%	7,551.00	0.00
02-415	Gravel - Placement - Unassigned	18,287.03	0.00	18,287.03	0.00	18,287.03	100.00%	18,287.03	0.00
02-465	Gravel - Placement - Unassigned	279,550.00	0.00	279,550.00	0.00	279,550.00	100.00%	279,550.00	0.00
02-500	Landscaping - Tracy & Ryder	4,158,076.00	0.00	4,158,076.00	0.00	4,158,076.00	100.00%	4,158,076.00	0.00
02-500	Landscaping - Unassigned	125,000.00	0.00	125,000.00	0.00	125,000.00	100.00%	125,000.00	0.00
<b>DIVISION 3 - CONCRETE</b>									
03-060	Adhesive Anchor - RIKT Inc.	217,400.89	0.00	217,400.89	0.00	217,400.89	100.00%	217,400.89	0.00
03-070	Concrete Material - Riker Memphis	9,452,080.11	0.00	9,452,080.11	0.00	9,452,080.11	100.00%	9,452,080.11	0.00
03-080	Concrete Material - Unassigned	929,650.94	0.00	929,650.94	0.00	929,650.94	100.00%	929,650.94	0.00
03-100	Concrete Formwork-Placement Finish - Colcraft	35,501,470.00	0.00	35,501,470.00	0.00	35,501,470.00	100.00%	35,501,470.00	0.00
03-100	Concrete Formwork - Unassigned	8,878.10	0.00	8,878.10	0.00	8,878.10	100.00%	8,878.10	0.00
03-110	Concrete Formwork - Unassigned	44,650,380.00	0.00	44,650,380.00	0.00	44,650,380.00	100.00%	44,650,380.00	0.00
03-110	Structural Cast-In-Place - Unassigned	32,801.00	0.00	32,801.00	0.00	32,801.00	100.00%	32,801.00	0.00
03-120	Architectural Formwork - Unassigned	3,979,645.23	0.00	3,979,645.23	0.00	3,979,645.23	100.00%	3,979,645.23	0.00
03-200	Concrete Reinforcing Steel - Unassigned	727,827.01	0.00	727,827.01	0.00	727,827.01	100.00%	727,827.01	0.00
03-230	Concrete Reinforcing Steel - Unassigned	7,988.00	0.00	7,988.00	0.00	7,988.00	100.00%	7,988.00	0.00
03-340	Form Slabs - Roman Industries	1,312,740.00	0.00	1,312,740.00	0.00	1,312,740.00	100.00%	1,312,740.00	0.00
03-350	Form Slabs - DECO Foam	134,657.42	0.00	134,657.42	0.00	134,657.42	100.00%	134,657.42	0.00
03-500	Topping Slabs - Interior - Unassigned	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00%	5,000.00	0.00
03-540	Concrete Ceiling - Granite Slab Investigation	180,000.00	0.00	180,000.00	0.00	180,000.00	100.00%	180,000.00	0.00
03-540	Concrete Ceiling - Concrete Ceiling of Nevada, Inc.	655.00	0.00	655.00	0.00	655.00	100.00%	655.00	0.00
03-540	Concrete Ceiling - Unassigned	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00
<b>DIVISION 4 - MASONRY</b>									
04-200	Masonry - Martin Masonry	1,208,855.01	0.00	1,208,855.01	0.00	1,208,855.01	100.00%	1,208,855.01	0.00
04-200	Masonry - Unassigned	761,999.77	0.00	761,999.77	0.00	761,999.77	100.00%	761,999.77	0.00
<b>DIVISION 5 - METALS</b>									
05-100	Structural Metal Framing - Unassigned	119,094,287.03	0.00	119,094,287.03	0.00	119,094,287.03	100.00%	119,094,287.03	0.00
05-100	Misc. Steel - Unassigned	5,708,885.00	0.00	5,708,885.00	0.00	5,708,885.00	100.00%	5,708,885.00	0.00
05-120	Misc. Steel - Cone & Shell - Reliast Steel	12,040,036.00	0.00	12,040,036.00	0.00	12,040,036.00	100.00%	12,040,036.00	0.00
05-120	Misc. Steel - Cone & Shell - Unassigned	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00
05-500	Miscellaneous Steel - Steel Erectors, Inc.	1,904,035.39	0.00	1,904,035.39	0.00	1,904,035.39	100.00%	1,904,035.39	0.00
05-500	Miscellaneous Steel - Union Erectors, LLC	6,944.16	0.00	6,944.16	0.00	6,944.16	100.00%	6,944.16	0.00
05-510	Misc Steel - Dicks Crane	145,250.78	0.00	145,250.78	0.00	145,250.78	100.00%	145,250.78	0.00
05-510	Misc Steel - Unassigned	6,992,841.23	0.00	6,992,841.23	0.00	6,992,841.23	100.00%	6,992,841.23	0.00
05-510	Miscellaneous Steel - Reliable Steel	1,165,625.52	0.00	1,165,625.52	0.00	1,165,625.52	100.00%	1,165,625.52	0.00
05-700	Dimensional Metals - Unassigned	300,852.23	0.00	300,852.23	0.00	300,852.23	100.00%	300,852.23	0.00
05-700	Dimensional Metals - George M. Raymond Co.	5,731,393.00	0.00	5,731,393.00	0.00	5,731,393.00	100.00%	5,731,393.00	0.00
05-700	Dimensional Metals - Unassigned	1,168.88	0.00	1,168.88	0.00	1,168.88	100.00%	1,168.88	0.00
05-800	Expansion Joints - Performance Contracting, Inc.	89,695.12	0.00	89,695.12	0.00	89,695.12	100.00%	89,695.12	0.00
05-800	Expansion Joints - Unassigned	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00
05-800	Misc. Metals - Unassigned	0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00





6780 CONTINUATOR SHEET  
 APPLICATION AND CERTIFICATE FOR PAYMENT, including Contractor's signed Certification is attached.  
 Use Column 1 on contracts where vendor's release for line items may apply

FONTAINEBLEAU LAS VEGAS  
 POCUNA  
 JOB # 10120

APPLICATION NUMBER  
 01/01/09  
 PERIOD TO  
 01/01/09

A	B	C	D	E	F	G	H
ITEM NO	DESCRIPTION	PREVIOUS REVISIONS	CURRENT REVISIONS	REVISIONS SCHEDULED FOR THIS PERIOD	MATERIALS PRESENTED TO DATE	COMPLETED TO DATE	BALANCE TO FINISH
<b>DIVISION 10 - FINISHES</b>							
10-020	Finishing & Drywall (Interior) - George M. Raymond Co.	0.00	0.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Interior) - Unassigned	-41,904,656.00	-41,904,656.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	-8,981,999.00	-8,981,999.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	15,980,229.64	15,980,229.64	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	-274,033.00	-274,033.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	-5,129,632.00	-5,129,632.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	-5,691,795.00	-5,691,795.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	315,935.00	315,935.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	1,386,650.00	1,386,650.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	1,942,766.00	1,942,766.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	12,914,402.00	12,914,402.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	61,917.00	61,917.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	2,278,167.00	2,278,167.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	133,846.00	133,846.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	1,874,000.00	1,874,000.00	0.00	0.00	0.00	0.00
10-020	Finishing & Drywall (Exterior) - Unassigned	17,774,000.00	17,774,000.00	0.00	0.00	0.00	0.00
<b>DIVISION 10 - SPECIAL USES</b>							
10-100	Toilet Partitions - Unassigned	588,995.00	588,995.00	0.00	0.00	0.00	0.00
10-100	Toilet Partitions - Unassigned	-8,313,944.00	-8,313,944.00	0.00	0.00	0.00	0.00
10-100	Toilet Partitions - Unassigned	12,597.00	12,597.00	0.00	0.00	0.00	0.00
10-100	Toilet Partitions - Unassigned	109,948.00	109,948.00	0.00	0.00	0.00	0.00
10-100	Toilet Partitions - Unassigned	6,700.00	6,700.00	0.00	0.00	0.00	0.00
10-100	Toilet Partitions - Unassigned	8,743.45	8,743.45	0.00	0.00	0.00	0.00
10-100	Toilet Partitions - Unassigned	-117,687.00	-117,687.00	0.00	0.00	0.00	0.00
10-100	Toilet Partitions - Unassigned	331,650.00	331,650.00	0.00	0.00	0.00	0.00
<b>DIVISION 11 - EQUIPMENT</b>							
11-020	Window Washing System - Unassigned	600,000.00	600,000.00	0.00	0.00	0.00	0.00
11-400	Food & Beverage - Unassigned	1,682,086.00	1,682,086.00	0.00	0.00	0.00	0.00
11-400	Food & Beverage - Unassigned	-19,946.00	-19,946.00	0.00	0.00	0.00	0.00
<b>DIVISION 12 - SPECIAL CONSTRUCTION</b>							
12-000	Lighting Fixtures - Unassigned	34,093,344.95	34,093,344.95	0.00	0.00	0.00	0.00
12-100	Lighting Fixtures - Unassigned	-41,938,058.00	-41,938,058.00	0.00	0.00	0.00	0.00
12-100	Lighting Fixtures - Unassigned	3,824,194.15	3,824,194.15	0.00	0.00	0.00	0.00
12-100	Lighting Fixtures - Unassigned	-5,821,812.00	-5,821,812.00	0.00	0.00	0.00	0.00
12-100	Lighting Fixtures - Unassigned	-1,241,637.00	-1,241,637.00	0.00	0.00	0.00	0.00
12-100	Lighting Fixtures - Unassigned	14,991,360.00	14,991,360.00	0.00	0.00	0.00	0.00
<b>DIVISION 13 - CONCRETE</b>							
13-020	Reinforcing Steel - Unassigned	9,131,138.00	9,131,138.00	0.00	0.00	0.00	0.00
13-020	Reinforcing Steel - Unassigned	6,241,512.00	6,241,512.00	0.00	0.00	0.00	0.00
13-020	Reinforcing Steel - Unassigned	1,341,637.00	1,341,637.00	0.00	0.00	0.00	0.00
<b>DIVISION 14 - MECHANICAL</b>							
14-100	Hydraulics - Desert Plumbing & Heating	17,935,026.00	17,935,026.00	0.00	0.00	0.00	0.00
14-100	Hydraulics - Unassigned	751,368.00	751,368.00	0.00	0.00	0.00	0.00
14-100	Hydraulics - Unassigned	960,977.00	960,977.00	0.00	0.00	0.00	0.00
14-100	Hydraulics - Unassigned	1,194,883.23	1,194,883.23	0.00	0.00	0.00	0.00
14-100	Hydraulics - Unassigned	7,644,545.45	7,644,545.45	0.00	0.00	0.00	0.00
14-100	Hydraulics - Unassigned	-29,335,003.99	-29,335,003.99	0.00	0.00	0.00	0.00
14-100	Hydraulics - Unassigned	3,728,158.32	3,728,158.32	0.00	0.00	0.00	0.00

G743 CONTINUATION SHEET										APPLICATION NUMBER 6000	
FONTAINEBLEAU LAS VEGAS										01/17/09	
PODIUM										01/17/09	
JOB #1359										PERIOD TO	
APPICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's											
Signed Certification is attached.											
Use Column I on Contracts where variable retainage for the items only apply											
A	B	C	D	E	F	G	H	I	J	K	L
ITEM #	DESCRIPTION	SCHEDULED	PREVIOUS	REVISIONS	COMPLETED	TOTAL	MATERIALS	PERCENT	BALANCE	RETAINAGE	
		DATE	REVISIONS	SCHEDULE	THIS PERIOD	COMPLETED	PRESENTLY	COMPLETED	FOR		
							STOCKED				
							IN STOCK				
<b>DIVISION 11 - ELECTRICAL</b>											
11-000	Elca Power Transcubator - Cashman Equipment	272,492.22		272,492.22	1,448,704.87	71,000.00		28.22%	200,622.00		
11-000	Elca - Centil Electric	-19,853,650.78		86,496,217.91		23,150,802.84		40.54%	38,038,910.00		2,458,851.00
11-000	Culter Hammer Power Package - Sun Valley Electric Supply	353,008.10		2,409,091.14		2,450,499.50		82.57%	190,541.88		
11-000	Electrical - Graybar Electric	2,663,002.00		4,483,988.00		2,663,002.00		100.00%	355,823.10		
11-000	Electrical - Unassigned	104,112.00		184,112.00		4,113.75		0.00%	100.00%		112,470.00
11-000	Electrical Lighting & Equipment - Turnberry West Concr.	8,327,900.00		2,288,822.59		325,448.00		0.00%	4,905,104.27		
11-000	Fire Alarm - SAFE Electronics, Inc.	8,327,900.00		8,327,900.00		8,327,900.00		100.00%	4,905,104.27		
11-000	Fire Alarm - Unassigned	8,327,900.00		8,327,900.00		8,327,900.00		100.00%	4,905,104.27		
11-000	Electrical - Unassigned	14,765,241.00		14,765,241.00		14,765,241.00		100.00%	14,765,241.00		
11-000	Electrical - Unassigned	1,843,385.00		1,843,385.00		1,843,385.00		100.00%	1,843,385.00		
<b>DIVISION 12 - Misc</b>											
12-010	Miscellaneous Labor	80,070.21		80,070.21		80,070.21		100.00%	80,070.21		
12-020	Union Benefits	1,093,653.63		1,093,653.63		1,093,653.63		100.00%	1,093,653.63		
12-030	Payroll Taxes	232,533.70		232,533.70		232,533.70		100.00%	232,533.70		
12-040	Venue Management	0.00		0.00		0.00		0.00%	0.00		
12-050	CC Super Market	3,256.54		3,256.54		3,256.54		100.00%	3,256.54		
12-100	Construction BC Clean Up Labor	11,692.27		11,692.27		11,692.27		100.00%	11,692.27		
12-150	TWC Swing Shift Costs	95,870.28		95,870.28		95,870.28		100.00%	95,870.28		
12-285	Concrete Curing (Crescent XT) Form	252.14		252.14		252.14		100.00%	252.14		
12-335	4.5 B Rebar	200,370.21		200,370.21		200,370.21		100.00%	200,370.21		
12-335	7.5 B Rebar	10,000.00		10,000.00		10,000.00		100.00%	10,000.00		
12-335	X & K Construction Supply	835.93		835.93		835.93		100.00%	835.93		
12-335	Abm Rentals	40,990.25		40,990.25		40,990.25		100.00%	40,990.25		
12-355	Construction BC Clean Up Labor	190,733.88		190,733.88		190,733.88		100.00%	190,733.88		
12-431	Red Deck Lays	35,059.95		35,059.95		35,059.95		100.00%	35,059.95		
<b>DIVISION 13 - Cranes &amp; Hoisting</b>											
13-400	Proceeding Maintenance - American Crane & Hoist	618,076.79		618,076.79		618,076.79		100.00%	618,076.79		
13-400	Operations - Republic Crane Service, LLC	1,875,233.00		1,875,233.00		1,875,233.00		100.00%	1,875,233.00		
13-400	Rental - Republic Towers & Hoist	1,658,074.00		1,658,074.00		1,658,074.00		100.00%	1,658,074.00		
13-400	Elevator Operators	193,666.00		193,666.00		193,666.00		100.00%	193,666.00		
13-410	Mobile Cranes	10,994.03		10,994.03		10,994.03		100.00%	10,994.03		
Subtotal - Turnberry West Construction Div 1-18											
		815,111,610.00		815,111,610.00		815,111,610.00		87.09%	150,000,143.88		22,844,430.24
Transfer to Area		-187,351,248.00		-187,351,248.00		-187,351,248.00		0.00%			

A		B		C		D		E		F		G		H	
AREA	DESCRIPTION	SCHEDULED VALUE	PRIOR PERIODS	REVISED SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS PERIOD	MATERIALS PRESENTLY ON HAND	WORK COMPLETED THIS PERIOD	PERCENTAGE COMPLETED TO DATE	BALANCE TO BE PAID TO CONTRACTOR	PERCENTAGE COMPLETED TO DATE	PERCENTAGE COMPLETED TO DATE	PERCENTAGE COMPLETED TO DATE	PERCENTAGE COMPLETED TO DATE	PERCENTAGE COMPLETED TO DATE	PERCENTAGE COMPLETED TO DATE
21-300	Tumblebug West Construction-LEED TOX CREDIT	187,231,355.00	-10,605,864.71	159,147,640.00	13,922,721.93	3,477,423.84	17,476,035.33	11.19%	338,072,337.20	11.19%	11.19%	11.19%	11.19%	11.19%	11.19%
21-300	Lead - Reymond	0.00	-19,847,764.00	-19,847,764.00	-35,290.00	1,223.00	-35,290.00	0.00%	-13,654,023.15	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	Lead - Modernold	0.00	-10,814.38	-10,814.38	104,240.00	0.00	104,240.00	-32.00%	-126,381.00	-32.00%	-32.00%	-32.00%	-32.00%	-32.00%	-32.00%
21-300	Lead - Eco Foam	0.00	-2,124.00	-2,124.00	-4,818.83	0.00	-4,818.83	0.00%	-7,224.83	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	Lead - Eco Foam (1/24)	0.00	-26,895.05	-26,895.05	-5,301.81	0.00	-5,301.81	0.00%	-18,978.48	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	Lead - Eco Foam (1/24)	0.00	-47,351.20	-47,351.20	-4,943.81	0.00	-4,943.81	0.00%	-40,407.39	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	Lead - Eco Foam (1/24)	0.00	-1,908.21	-1,908.21	0.00	0.00	0.00	0.00%	-1,908.21	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	Lead - Door & Hardware	0.00	-77,850.00	-77,850.00	0.00	0.00	0.00	0.00%	-77,850.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	Tumblebug West Construction-OCIP Estimated	-10,965,114.00	7,519,682.82	-3,445,431.18	-41,389.00	-4,287.00	-41,389.00	0.00%	-7,785,888.84	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	OCIP - Reymond	0.00	-170,208.00	-170,208.00	-11,481.00	0.00	-11,481.00	0.00%	-181,689.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	OCIP - Modernold	0.00	-41,022.81	-41,022.81	-3,705.07	0.00	-3,705.07	0.00%	-44,727.88	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	OCIP - Eco Foam	0.00	-21,856.81	-21,856.81	-3,644.43	0.00	-3,644.43	0.00%	-25,501.24	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	OCIP - Eco Foam (1/24)	0.00	-81,080.20	-81,080.20	-91,000.00	0.00	-91,000.00	0.00%	-172,080.20	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	OCIP - Eco Foam (1/24)	0.00	-54,541.77	-54,541.77	-33,856.47	0.00	-33,856.47	0.00%	-88,398.24	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	OCIP - Eco Foam (1/24)	0.00	-33,277.44	-33,277.44	-13,277.44	0.00	-13,277.44	0.00%	-46,554.88	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	OCIP - Eco Foam (1/24)	0.00	-1,588.65	-1,588.65	-1,588.65	0.00	-1,588.65	0.00%	-3,177.30	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	OCIP - Silver State Marble	0.00	-15,824.49	-15,824.49	-6,103.00	0.00	-6,103.00	0.00%	-21,927.49	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	OCIP - Water FX	0.00	3,271,727.01	3,271,727.01	-3,010,439.96	0.00	-3,010,439.96	0.00%	261,287.05	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-300	Tumblebug West Construction-Claim/Injury Against PCO	0.00	-282,100.00	-282,100.00	0.00	0.00	0.00	0.00%	-282,100.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
15-400	Concrete Projection	862,116,688.00	109,335,338.00	752,781,350.00	670,000.00	1,000,000.00	1,000,000.00	0.00%	853,781,350.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
15-400	Crane/Material Operator Projection	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
15-400	Rounding	0.00	0.71	0.71	0.00	0.00	0.00	0.00%	0.71	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
PROJECT TOTAL		862,116,688.00	109,335,338.00	752,781,350.00	670,000.00	1,000,000.00	1,000,000.00	0.00%	853,781,350.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Sub-Total Areas		187,231,355.00	-10,605,864.71	159,147,640.00	13,922,721.93	3,477,423.84	17,476,035.33	11.19%	338,072,337.20	11.19%	11.19%	11.19%	11.19%	11.19%	11.19%
Grand Total		1,049,448,043.00	-21,211,729.42	1,028,236,313.58	25,342,743.86	6,954,847.68	31,952,070.66	2.46%	1,050,188,143.04	2.46%	2.46%	2.46%	2.46%	2.46%	2.46%

FOUNTAINBLEAU LAS VEGAS  
 PODIUM  
 JOB # 9100

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's  
 Agreed Certification to be attached.  
 Use Column I on Contracts where verifiable retaining for line items may apply

APPLICATION NUMBER 20.00  
 APPLICATION DATE 01/01/08  
 PERIOD TO 01/31/08





G193 CONTINUA NOW SHEET										
APPLICATION AND CERTIFICATE FOR PAYMENT, certifying Contractor's Actual Certificate is attached.										
Use Column 1 on Contracts where verbiage relationships for flow items may apply										
FONTAINEBLEAU LAS VEGAS										
PCO ITEM										
JOB # 16580										
APPLICATION NUMBER 26.00										
PERIOD TO 01/31/09										
PERIOD TO 01/31/09										
A	B	C	D	E	F	G	H	I	J	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	VEP PRIOR REVISIONS	CURRENT REVISIONS	REVISIONS SCHEDULED VALUE	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN STOCK)	TOTAL COMPLETED TO DATE	% COMPLETE	RETAINAGE
03-500	\$14.00 Coffin Shop	35,128.00	70,128.00	105,256.00	0.00	0.00	0.00	105,256.00	0.00%	105,256.00
05-100	Commercial Decks	119,432.00	-119,432.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
05-700	Structural Metal Framing	285,775.00	-285,775.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-100	Ornamental Metal	58,413.00	-58,413.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-200	Rough Carpentry	820,672.00	-820,672.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-400	Architectural Woodwork - Powell Cabinet	206,352.84	206,352.84	709,632.84	0.00	0.00	0.00	709,632.84	1.33%	085,074.84
06-400	Architectural Woodwork - KHIS&S	180,321.76	180,321.76	10,000.00	0.00	0.00	0.00	180,321.76	0.00%	180,321.76
06-400	Architectural Woodwork	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-400	Wood Door Frames	34,850.00	-34,850.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Temporary Protection	-11,451.00	11,451.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Insulation	12,671.00	-12,671.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Metal Deck	3,678.00	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%	10,000.00
06-500	Metal Deck & Frames	2,600.00	2,600.00	2,600.00	0.00	0.00	0.00	2,600.00	0.00%	2,600.00
06-500	Special Doors	78,001.00	-68,221.21	12,909.79	0.00	0.00	0.00	12,909.79	0.00%	12,909.79
06-500	Gypsum Wallboard - KHIS&S	809,033.00	746,535.74	8,694.00	0.00	0.00	0.00	392,223.00	62.34%	354,310.74
06-500	Gypsum Wallboard	201,993.00	8,694.00	8,694.00	0.00	0.00	0.00	8,694.00	0.00%	8,694.00
06-500	Tile - Silver Stone Marble	330,992.00	839,741.20	839,741.20	0.00	0.00	0.00	839,741.20	0.00%	839,741.20
06-500	Tile	330,992.00	-330,992.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Fin. Cleaning	5,672.00	20,910.00	20,910.00	0.00	0.00	0.00	20,910.00	0.00%	20,910.00
06-500	FRP Walls	21,975.00	-49,732.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Carpentry Framing	1,841,340.00	1,841,340.00	68,982.87	0.00	0.00	0.00	68,982.87	0.00%	68,982.87
06-500	Painting - KHIS&S	8,402.00	156,644.00	156,644.00	0.00	0.00	0.00	156,644.00	0.00%	156,644.00
06-500	Finish Allowance	8,402.00	-8,402.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Service Walls	1,050.00	1,050.00	1,050.00	0.00	0.00	0.00	1,050.00	0.00%	1,050.00
06-500	Fin. Protection Specifications	776,940.00	-776,940.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	-110,151.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
06-500	Young Management	110,151.00	110,151.00	110,151.00	0.00	0.00	0.00	110,151.00	0.00%	110,151.00
06-500	Young Management	3,929,930.00	-3,929,930.00	0.00	0.00	0.00	0.00	0.00	0.00%	





GTCO CONTINUATION SHEET		FONDA/MEDLEAU LAS VEGAS		APPLICATION NUMBER		PERIOD TO	
		FOUR		01/1/09		01/31/09	
		JOB # 10590					
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.		Use Column 1 on Contracts where verbiage changes for the items may apply					
A	B	C	D	E	F	G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS REVISIONS	CURRENT REVISIONS	REVISIONS	COMPLETED THIS PERIOD	COMPLETED PREVIOUS PERIODS
1	2	3	4	5	6	7	8
05-100	Sports Book	114,850.00	-107,255.00	7,895.00	0.00	0.00	7,895.00
05-100	Camouflage Decks	117,747.00	-117,747.00	0.00	0.00	0.00	0.00
05-100	Structural Metal Framing		132,016.00	-132,016.00	0.00	0.00	0.00
05-500	Metal Fabrications		132,016.00	-132,016.00	0.00	0.00	0.00
05-510	Metal Scaffolding		132,016.00	-132,016.00	0.00	0.00	0.00
05-700	Onanona Metal - George Raymond		31,718.00	-31,718.00	0.00	0.00	0.00
05-700	Onanona Metal - George Raymond		42,116.00	-42,116.00	0.00	0.00	0.00
05-700	Rough Carpentry		34,230.00	-34,230.00	0.00	0.00	0.00
05-400	Finish Carpentry		47,220.00	-47,220.00	0.00	0.00	0.00
05-410	Finish Carpentry		47,220.00	-47,220.00	0.00	0.00	0.00
05-410	Architectural Woodwork		48,711.00	-48,711.00	0.00	0.00	0.00
05-410	Architectural Woodwork		1,091,723.00	-1,091,723.00	0.00	0.00	0.00
05-410	Wood Door Frames		3,483,000.00	-3,483,000.00	0.00	0.00	0.00
05-410	Wood Door Frames		273,653.00	-273,653.00	0.00	0.00	0.00
05-410	Temporary Protection		9,481.00	-9,481.00	0.00	0.00	0.00
05-410	Staircase		29,099.00	-29,099.00	0.00	0.00	0.00
05-100	Metal Doors & Frames		31,270.00	-31,270.00	0.00	0.00	0.00
05-300	Coating		349,650.00	-349,650.00	0.00	0.00	0.00
05-300	Coating		648,870.00	-648,870.00	0.00	0.00	0.00
05-310	Cypress Wallboard - George Raymond		123,448.00	-123,448.00	0.00	0.00	0.00
05-310	Flat Glazing		53,885.00	-53,885.00	0.00	0.00	0.00
05-700	Special Flooring		69,001.00	-69,001.00	0.00	0.00	0.00
05-900	Paint & Wallcovering - George Raymond		307,885.00	-307,885.00	0.00	0.00	0.00
05-980	Service Walls		45,869.00	-45,869.00	0.00	0.00	0.00
10-200	Acoustic Ceiling		50,118.00	-50,118.00	0.00	0.00	0.00
10-270	Acoustic Ceiling		4,100.00	-4,100.00	0.00	0.00	0.00
11-200	Use of Metal Studs		2,652,207.00	-2,652,207.00	0.00	0.00	0.00
11-200	Use of Metal Studs		3,470,207.00	-3,470,207.00	0.00	0.00	0.00
	<b>Total 843 Sports Book</b>	<b>3,318,627.00</b>	<b>-3,470,207.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
05-500	Public Circulation	73,845.00	-73,845.00	0.00	0.00	0.00	0.00
05-100	Camouflage Decks	699,230.00	-699,230.00	0.00	0.00	0.00	0.00
05-100	Structural Metal Framing	763,056.00	-763,056.00	0.00	0.00	0.00	0.00
05-700	Onanona Metal - George Raymond	87,189.00	-87,189.00	0.00	0.00	0.00	0.00
05-200	Rough Carpentry	1,521,379.00	-1,521,379.00	0.00	0.00	0.00	0.00
05-200	Finish Carpentry	23,990.00	-23,990.00	0.00	0.00	0.00	0.00
05-200	Architectural Woodwork	48,759.00	-48,759.00	0.00	0.00	0.00	0.00
05-200	Wood Door Frames	3,483,000.00	-3,483,000.00	0.00	0.00	0.00	0.00
05-100	Metal Doors & Frames	273,653.00	-273,653.00	0.00	0.00	0.00	0.00
05-400	Coating	474,129.00	-474,129.00	0.00	0.00	0.00	0.00
05-250	Cypress Wallboard - George Raymond	1,091,723.00	-1,091,723.00	0.00	0.00	0.00	0.00
05-300	Coating	648,870.00	-648,870.00	0.00	0.00	0.00	0.00
05-310	Acoustic Ceiling	1,091.00	-1,091.00	0.00	0.00	0.00	0.00
05-310	Acoustic Ceiling	192,628.00	-192,628.00	0.00	0.00	0.00	0.00
05-310	Acoustic Ceiling	458,012.00	-458,012.00	0.00	0.00	0.00	0.00
05-900	Paint & Wallcovering - George Raymond	3,455,059.00	-3,455,059.00	0.00	0.00	0.00	0.00
05-900	Paint & Wallcovering - George Raymond	1,000,000.00	-1,000,000.00	0.00	0.00	0.00	0.00
13-150	Public	20,852,000.00	-20,852,000.00	0.00	0.00	0.00	0.00
	<b>Total 843 Public Circulation</b>	<b>20,852,000.00</b>	<b>-20,852,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total 843 Sports Book</b>	<b>3,318,627.00</b>	<b>-3,470,207.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total 843 Public Circulation</b>	<b>20,852,000.00</b>	<b>-20,852,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total 843</b>	<b>24,170,627.00</b>	<b>-24,320,414.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total 843</b>	<b>24,170,627.00</b>	<b>-24,320,414.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

A		B		C		D		E		F		G		H	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR DIVISIONS	CURRENT DIVISIONS	REVISED SCHEDULE VALUE	FROM PREVIOUS DIVISIONS	COMPLETED THIS PERIOD	MATERIALS STORED (NOT IN DOR/E)	COMPLETED THIS PERIOD	COMPLETED THIS PERIOD	COMPLETED THIS PERIOD	COMPLETED THIS PERIOD	COMPLETED THIS PERIOD	COMPLETED THIS PERIOD	COMPLETED THIS PERIOD
800.00	Casino														
05-500	Topping Slabs	491,824.00	321,874.00	73,945.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	73,945.00
05-500	Structural Metal Framing	77,967.00	-221,874.00	626,320.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
05-700	Ornamental Metal	336,304.00	1,701,706.28	52,148.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
06-100	Rough Carpentry	574,994.00	42,288.89	370,233.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
06-200	Finish Carpentry	1,234,784.00	42,288.89	1,821,270.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
06-400	Wood Door Frames	1,512.00	1,512.00	307,079.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
07-200	Insulation	335,059.00	335,059.00	22,800.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-100	Metal Doors & Frames	21,949.00	21,949.00	44,755.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-200	Gypsum Wallboard - George Raymond	2,173,602.00	2,173,602.00	5,401,460.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-300	Gypsum Wallboard	465,078.00	465,078.00	3,223,100.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-350	Tile - Semi-Gloss	2,874,465.00	2,874,465.00	1,516,935.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-510	Acoustical Ceilings	811.00	811.00	811.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-510	Acoustical Ceilings	1,093.00	1,093.00	1,093.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-480	Carpeting	287,465.00	287,465.00	192,638.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-700	Paint & Wallcovering - George Raymond	20,117.00	20,117.00	455,072.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-800	Painting	891,922.00	891,922.00	2,897,044.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
10-250	Service Wells	13,165.00	13,165.00	1,000,000.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	13,165.00
10-550	Pools	2,139,038.00	2,139,038.00	18,628,507.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	18,628,507.00
907.00	Total 800 Casino	102,706.00	102,706.00	370,000.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	370,000.00
05-100	Metal Framing	0.00	-102,706.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
05-100	Structural Metal Framing	0.00	370,000.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	370,000.00
05-120	Metal	0.00	0.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
05-700	Ornamental Metal	0.00	0.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
06-100	Rough Carpentry	0.00	-841,700.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
06-200	Finish Carpentry	0.00	-26,288.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
06-400	Wood Door Frames	0.00	-450,072.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
07-200	Insulation - F. Rodgers	0.00	-58,947.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
07-200	Insulation	0.00	-80,101.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
07-400	Specialty Glass & Mirrors	0.00	0.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-100	Metal Doors & Frames	0.00	0.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-200	Gypsum Wallboard - George Raymond	0.00	107,180.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	107,180.00
08-300	Gypsum Wallboard	0.00	-361,154.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-350	Tile	0.00	-2,007,206.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-350	Tile & Stone Installation	0.00	-158,579.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-510	Acoustical Ceilings	0.00	-80,988.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-540	Resilient Flooring	0.00	-45,127.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-600	Painting - George Raymond	0.00	-112,815.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-600	Painting	0.00	-432,787.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-600	Wall Covering	0.00	-1,894,905.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
10-180	Metal Toilet Compartments	0.00	-10,888.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
10-350	Flu Protection Sprockets	0.00	-323,655.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
10-450	Operable Partitions - Modermold of Nevada	0.00	-1,433.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
10-800	Paint - Service Wells	0.00	194,219.00	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	194,219.00
10-800	Paint - Total 800 Casino	0.00	2,235,487.90	0.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2,235,487.90
848.00	Total 800 Casino	1,863,148.00	1,863,148.00	1,863,148.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,863,148.00
05-400	Structural Metal Framing	465,078.00	465,078.00	465,078.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	465,078.00
05-700	Ornamental Metal	25,840.00	25,840.00	25,840.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	25,840.00
06-100	Rough Carpentry	574,994.00	574,994.00	574,994.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	574,994.00
06-200	Finish Carpentry	1,234,784.00	1,234,784.00	1,234,784.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,234,784.00
06-400	Wood Door Frames	1,512.00	1,512.00	307,079.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
07-100	Waterproofing	335,059.00	335,059.00	22,800.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
07-200	Insulation	21,949.00	21,949.00	44,755.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-100	Metal Doors & Frames	2,173,602.00	2,173,602.00	5,401,460.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-200	Gypsum Wallboard	465,078.00	465,078.00	3,223,100.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-300	Tile	2,874,465.00	2,874,465.00	1,516,935.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-510	Acoustical Ceilings	811.00	811.00	811.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-550	Carpeting	287,465.00	287,465.00	192,638.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00
08-600	Painting	20,117.00	20,117.00	455,072.00	1,911,144.00	1,911,144.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1,911,144.00

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FONTAINEBLEAU LAS VEGAS  
POZIUM  
JOB # 16500

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.  
Use Column on Conditions where variable ratings for line items may apply

APPLICATION NUMBER  
0101009  
PERIOD TO  
6/15/09

A	B	C	D	E	F	G	H	I
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	PERCENTAGE	AMOUNT	PERCENTAGE	AMOUNT
03-370	03-370 Retail Counter	871.00						
03-370	Breakfast Cones	2,750.00	1.00	2,750.00	0.00%	27,500.00	0.00%	27,500.00
03-370	General Decks	218,514.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Structural Metal Framing	76,323.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Metal Fabrication	60,638.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Commercial Metal	54,203.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Rough Carpentry	172,486.60	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Finish Carpentry	510,900.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Archwork	735,042.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Manufactured Woodwork	1,000.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Interior Paints	12,410.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Insulation	8,110.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Seals	12,568.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Moist Doors & Frames	211,205.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Special Doors	281,278.13	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Glazing - Shtra Glass & Mirror	1,846,173.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Cladding	1,820,910.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Opium Wallboard - George Raymond	1,820,910.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Opium Wallboard	1,820,910.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Tile - Ital Stone, Inc.	1,820,910.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Tile & Stone Installation	200.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Acoustical Ceiling	853.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Resilient Flooring	12,080.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Carpentry	66,422.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Paint & Wallcovering - George Raymond	1,041,907.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Painting	9,500.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Film Protection Services	1,237,463.31	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Total 871 Retail Counter							
03-370	Pool Deck Kitchen/Service Bars	248,800.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Finish Allowance	708,000.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Pool Deck Restaurant/Club/Cafe	384,250.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Pool Deck Post Box Station/Rest	384,250.00	0.00	0.00	0.00%	0.00	0.00%	0.00
03-370	Finish Allowance							
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03-370	Pool Deck Post Box Station/Rest							

P. 1 of 16

3700 CONTINUATION SHEET

APPLICATION NUMBER  
01/31/09

APPLICATION DATE  
01/31/09

FONTAINEBLEAU LAS VEGAS  
POB/M/JA  
JOB # 10300

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

A	B	C	D	E	F	G	H	I	J	
ITEM NO.	DESCRIPTION	CHANGED QUANTITY	PREVIOUS QUANTITY	PREVIOUS VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (DOLLARS)	WORK COMPLETED THIS PERIOD (DOLLARS)	MATERIALS PRESENTLY STORED (DOLLARS)	LOYALTY, COMPLETED AND UNCOMPLETED (DOLLARS)	RETAINAGE TO FINISH (DOLLARS)	BALANCE TO FINISH (DOLLARS)
001-00	Health Club Installation				35,151.82	35,151.82			2,660.24	2,660.24
03-000	Cement/Block Beams - Remold Industries	317,086.00		35,720.76	281,985.24	0.00			281,985.24	0.00
05-100	Structural Metal Framing	40,321.00		45,321.00	0.00	0.00			45,321.00	0.00
06-100	Rough Carpentry	257,259.00		287,268.00	0.00	0.00			287,268.00	0.00
06-220	Whitework	119,448.00		119,443.00	0.00	0.00			119,443.00	0.00
07-300	Insulation	110,223.00		119,443.00	0.00	0.00			119,443.00	0.00
08-100	Interior Doors & Frames	136,400.00		136,400.00	0.00	0.00			136,400.00	0.00
08-600	Ceiling	3,034,854.00		0.00	0.00	0.00			0.00	0.00
09-100	Specialty Support System			3,129,571.00	974,497.29	0.00			2,155,073.71	0.00
09-100	Specialty Support System			3,129,571.00	140,000.00	0.00			2,989,571.00	0.00
09-200	Gypsum Wallboard - F. Rodgers 600FR092301	1,782,793.00		140,000.00	0.00	0.00			1,642,793.00	0.00
09-300	Tile - Superior Tile			18,394.00	0.00	0.00			18,394.00	0.00
09-345	Specialty Ceilings - F. Rodgers - 600FR093201			6,111.00	0.00	0.00			6,111.00	0.00
09-350	Resilient Flooring	19,394.00		20,500.00	0.00	0.00			20,500.00	0.00
09-480	Carpentry	6,111.00		19,420.00	0.00	0.00			19,420.00	0.00
09-700	Specialty Flooring - F. Rodgers - FRC092601	257,793.00		20,436.00	0.00	0.00			20,436.00	0.00
09-800	Painting - Unassigned			49,443.00	0.00	0.00			49,443.00	0.00
09-900	Painting - F. Rodgers FRC092301			8,247,784.28	0.00	0.00			8,247,784.28	0.00
13-16D	Pools - Yearly FX Custom Pools			173,034.00	0.00	0.00			173,034.00	0.00
13-16D	Pools - Tracy & Ryder			578,001.84	0.00	0.00			578,001.84	0.00
14-200	Pools - Unassigned			440,000.00	0.00	0.00			440,000.00	0.00
EMV0079		9,916,353.00		0.00	0.00	0.00			9,916,353.00	0.00
EMV0079		15,333,010.00		0.00	0.00	0.00			15,333,010.00	0.00
14-200	TOTAL 201 HEALTH CLUBS INSTALLATION			15,333,010.00	2,263,431.95	405,024.00	0.00	7,408,555.93	13,655,054.05	247,830.18



Page 12 of 13

FOUNTAINBLEAU LAS VEGAS  
 PCHMA  
 JOB # 10830

GRB CONTRACTOR SHEET  
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's  
 signed Certificate of Balance  
 Use Column on Contract where visible retainage for the items may apply

A	B	C	D	E	F	G	H
ITEM NO.	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
01-000	Lease of Spaces	0.00	0.00	0.00	0.00	0.00	0.00
05-500	Meat Fabricators - Lobby Stairs	610,000.00	671,125.00	248,432.51	248,432.51	248,432.51	24,843.25
05-280	Support Walkway	850,000.00	126,970.00	0.00	0.00	0.00	-81,606.46
05-280	Support Walkway	850,000.00	126,970.00	0.00	0.00	0.00	-81,606.46
05-300	Pool Siding	100,000.00	100,000.00	0.00	0.00	0.00	0.00
05-300	Meat Siding	40,000.00	40,000.00	0.00	0.00	0.00	0.00
05-300	Granite Wallboard	40,000.00	40,000.00	0.00	0.00	0.00	0.00
05-300	Yeast Oil Post/Sillias	40,000.00	40,000.00	0.00	0.00	0.00	0.00
07-000	Pool Deck Cantile Edge	350,000.00	350,000.00	0.00	0.00	0.00	0.00
08-000	Finish Allowance	150,000.00	150,000.00	0.00	0.00	0.00	0.00
08-000	Pool Deck Two Story Cabanas	150,000.00	150,000.00	0.00	0.00	0.00	0.00
08-000	Finish Allowance	150,000.00	150,000.00	0.00	0.00	0.00	0.00
08-200	Pool Deck Travel Station	41,576.00	41,576.00	0.00	0.00	0.00	41,576.00
821 A	High Limit Lounge	53,326.00	53,326.00	0.00	0.00	0.00	53,326.00
05-400	Cementitious Decks	22,488.00	22,488.00	0.00	0.00	0.00	22,488.00
05-700	Structural Metal Framing	90,117.00	90,117.00	0.00	0.00	0.00	90,117.00
05-700	Structural Metal Framing	2,108.00	2,108.00	0.00	0.00	0.00	2,108.00
05-100	Rough Carpentry	438,430.00	438,430.00	0.00	0.00	0.00	438,430.00
05-200	Finish Carpentry	680.00	680.00	0.00	0.00	0.00	680.00
05-200	Insulation	4,224.00	4,224.00	0.00	0.00	0.00	4,224.00
07-300	Metal Doors & Frames	189,253.00	189,253.00	0.00	0.00	0.00	189,253.00
08-400	Gypsum Wallboard	184,820.00	184,820.00	0.00	0.00	0.00	184,820.00
08-400	Gypsum Wallboard	184,820.00	184,820.00	0.00	0.00	0.00	184,820.00
08-400	Painting	6,133.00	6,133.00	0.00	0.00	0.00	6,133.00
08-400	Service Walls	44,080.00	44,080.00	0.00	0.00	0.00	44,080.00
10-850	Total 821A High Limit Lounge	1,189,133.00	1,189,133.00	0.00	0.00	0.00	1,189,133.00
821 B	High Limit	206,418.00	206,418.00	0.00	0.00	0.00	206,418.00
05-400	Cementitious Decks	77,004.00	77,004.00	0.00	0.00	0.00	77,004.00
05-700	Structural Metal Framing	515,980.00	515,980.00	0.00	0.00	0.00	515,980.00
05-700	Structural Metal Framing	6,722.00	6,722.00	0.00	0.00	0.00	6,722.00
05-100	Rough Carpentry	22,901.00	22,901.00	0.00	0.00	0.00	22,901.00
05-200	Finish Carpentry	11,250.00	11,250.00	0.00	0.00	0.00	11,250.00
05-200	Insulation	79,658.00	79,658.00	0.00	0.00	0.00	79,658.00
05-300	Metal Doors & Frames	81,133.00	81,133.00	0.00	0.00	0.00	81,133.00
05-400	Gypsum Wallboard	1,735,042.00	1,735,042.00	0.00	0.00	0.00	1,735,042.00
05-400	Gypsum Wallboard	680,175.00	680,175.00	0.00	0.00	0.00	680,175.00
05-300	Tile	59,322.00	59,322.00	0.00	0.00	0.00	59,322.00
05-400	Radiant Floor	700.00	700.00	0.00	0.00	0.00	700.00
05-400	Carpentry	42,813.00	42,813.00	0.00	0.00	0.00	42,813.00
05-400	Painting	78,524.00	78,524.00	0.00	0.00	0.00	78,524.00
05-400	Service Walls	1,237,245.00	1,237,245.00	0.00	0.00	0.00	1,237,245.00
10-850	Total 821B High Limit	6,270,773.00	6,270,773.00	0.00	0.00	0.00	6,270,773.00
821 C	Slot Probe	60,848.00	60,848.00	0.00	0.00	0.00	60,848.00
05-100	Cementitious Decks	23,355.00	23,355.00	0.00	0.00	0.00	23,355.00
05-700	Structural Metal Framing	131,280.00	131,280.00	0.00	0.00	0.00	131,280.00
05-700	Structural Metal Framing	2,190.00	2,190.00	0.00	0.00	0.00	2,190.00
05-100	Rough Carpentry	4,185.00	4,185.00	0.00	0.00	0.00	4,185.00
05-200	Finish Carpentry	228,987.00	228,987.00	0.00	0.00	0.00	228,987.00
05-200	Insulation	196,410.00	196,410.00	0.00	0.00	0.00	196,410.00
05-300	Metal Doors & Frames	2,422.00	2,422.00	0.00	0.00	0.00	2,422.00
05-400	Gypsum Wallboard	12,812.00	12,812.00	0.00	0.00	0.00	12,812.00
05-400	Gypsum Wallboard	12,812.00	12,812.00	0.00	0.00	0.00	12,812.00
05-400	Painting	12,812.00	12,812.00	0.00	0.00	0.00	12,812.00
05-400	Service Walls	215,415.00	215,415.00	0.00	0.00	0.00	215,415.00
10-850	Total 821C Slot Probe	825,540.00	825,540.00	0.00	0.00	0.00	825,540.00
821 D	Graino Club	70,325.00	70,325.00	0.00	0.00	0.00	70,325.00
05-400	Cementitious Decks	23,355.00	23,355.00	0.00	0.00	0.00	23,355.00
05-700	Structural Metal Framing	18,922.00	18,922.00	0.00	0.00	0.00	18,922.00
05-700	Structural Metal Framing	2,893.00	2,893.00	0.00	0.00	0.00	2,893.00
05-100	Rough Carpentry	281,925.00	281,925.00	0.00	0.00	0.00	281,925.00
05-200	Finish Carpentry	2,740.00	2,740.00	0.00	0.00	0.00	2,740.00
05-200	Insulation	18,459.00	18,459.00	0.00	0.00	0.00	18,459.00
05-300	Metal Doors & Frames	8,313.00	8,313.00	0.00	0.00	0.00	8,313.00
05-400	Gypsum Wallboard	131,925.00	131,925.00	0.00	0.00	0.00	131,925.00
05-400	Gypsum Wallboard	288,423.00	288,423.00	0.00	0.00	0.00	288,423.00
05-400	Painting	15,408.00	15,408.00	0.00	0.00	0.00	15,408.00
05-400	Service Walls	15,398.00	15,398.00	0.00	0.00	0.00	15,398.00
10-850	Total 821D Graino Club	703,250.00	703,250.00	0.00	0.00	0.00	703,250.00





Fontainebleau Las Vegas  
 PONDIX  
 JOB # 1180

6793 CONTINUATION SHEET  
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed certification to its status.  
 Use Column 1 on Contracts where workable relationships for the items may apply

APPLICATION NUMBER: 23-00  
 PERIOD TO: 01/01/09  
 DATE: 01/31/09

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	PERCENTAGE	REBATE	NET AMOUNT	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE	CONTRACT VALUE
01-0A	General Deck of House			56,206.00	0.00		56,206.00																		
01-0B	Fences & Gates - Clark County Fence			19,829.00	0.00		19,829.00																		
01-0C	Cabinet/Island Desks			33,503.11	0.00		33,503.11																		
01-0D	Furniture - DECO Foam			41,115.59	0.00		41,115.59																		
01-0E	Furniture - Roman Industries			5,903.63	0.00		5,903.63																		
01-0F	Furniture - Roman Industries			95,123.60	0.00		95,123.60																		
01-0G	Structural Metal Framing			231,376.00	0.00		231,376.00																		
01-0H	Structural Metal Framing			40,020.00	0.00		40,020.00																		
01-0I	Rough Carpentry			3,000.00	0.00		3,000.00																		
01-0J	Rough Carpentry			100,489.00	0.00		100,489.00																		
01-0K	Wood Deck Framing			684,141.00	0.00		684,141.00																		
01-0L	Wood Deck Framing			162,395.00	0.00		162,395.00																		
01-0M	Installation of New Work			153,028.00	0.00		153,028.00																		
01-0N	Waterproofing - Technicoat			35,995.00	0.00		35,995.00																		
01-0O	Waterproofing - Technicoat			4,194.00	0.00		4,194.00																		
01-0P	Insulation			205,491.00	0.00		205,491.00																		
01-0Q	Installation - F. Rodgers			516,116.00	0.00		516,116.00																		
01-0R	Flashing			25,000.00	0.00		25,000.00																		
01-0S	Flashing			604,966.00	0.00		604,966.00																		
01-0T	Flashing			991,822.63	0.00		991,822.63																		
01-0U	Metal Doors & Frames - Door & Hardware			442,348.00	0.00		442,348.00																		
01-0V	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0W	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0X	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0Y	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0Z	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AA	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AB	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AC	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AD	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AE	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AF	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AG	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AH	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AI	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AJ	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AK	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AL	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AM	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AN	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AO	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AP	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AQ	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AR	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AS	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AT	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AU	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AV	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AW	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AX	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0AY	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0AZ	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0BA	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0BB	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0BC	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0BD	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0BE	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0BF	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0BG	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0BH	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0BI	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0BJ	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0BK	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0BL	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0BM	Specialty Doors			80,859.00	0.00		80,859.00																		
01-0BN	Specialty Doors			2,420,000.00	0.00		2,420,000.00																		
01-0BO	Specialty Doors			80,859.00	0.00		80,859.00			</															

Impressed on reverse side) PAGE ONE OF PAGES

ALL DOCUMENT 0702

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.  
 2765 Las Vegas Blvd. South  
 Las Vegas, NV 89109

VIA ARCHITECT: Bergman, Wells & Associates, Ltd.

CONTRACT DATE: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

APPLICATION NO.: 26  
 PERIOD TO: 1/31/2009

DISTRIBUTION NO.: \_\_\_\_\_  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM..... \$ 37,000,000.00
2. Net Change by Change Orders..... \$ 49,546,438.45
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$ 12,546,438.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$ 5,267,587.58

5. RETAINAGE:
  - a. \_\_\_\_\_ % of Completed Work (Column D + E on G703) \$ 2,640.00
  - b. \_\_\_\_\_ % of Stored Material (Column F on G703) \$ \_\_\_\_\_

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 2,640.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 5,264,947.58

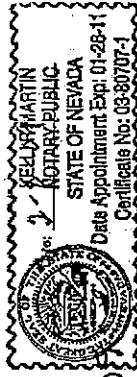
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 5,697,219.23

8. LESS PREVIOUS OWNER FUNDINGS \$ 355,005.29

9. CURRENT PAYMENT DUE..... \$ 212,722.18

10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 8)..... \$ 6,281,490.77

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 59,000,000.00	\$ (9,453,561.55)
Total approved this month		
<b>TOTALS</b>	<b>\$ 59,000,000.00</b>	<b>\$ (9,453,561.55)</b>
NET CHANGES by Change Order	\$ 49,546,438.45	



CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.  
 By: *[Signature]*  
 State of: *Nevada*  
 County of: *Clark*  
 Subscribed and sworn to before me this *29th* day of *February* 2009.  
 Notary Public: *[Signature]*  
 My Commission expires: \_\_\_\_\_

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 212,722.18  
 (Attach explanation if amount certified differs from the amount applied. Initial in figure on this Application and on the Contribution Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 2/2/09

*[Signature]* 1/29/09

APPLICATION NUMBER 6  
 APPLICATION DATE 1/31/2009  
 PERIOD TO 1/31/2009

FONTAINEBLEAU LAS VEGAS  
 LEED  
 JOB #10600

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

A	B	C	D	E	F	G	H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE I	REVISIONS	REVISIONS	REVISIONS	REVISIONS	REVISIONS	REVISIONS
			FROM PREVIOUS APPLICATION (C-4)	THIS PERIOD (D-1)	PRESENTLY STORED (NOT IN D.O.R.E.)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C-G)	RETAINAGE
	LEED COST OTHER	22,000,000.00	19,493,967.99	2,506,032.01		6,267,887.68	6,279,850.77	2,640.00
	LEED TAX CREDIT*	(69,000,000.00)	39,000,000.00					
05-120	W&W Steel CO #3-LEED							
15-700	Bombard Mechanical CO #2-LEED							
	PROJECT TOTAL	(17,000,000.00)	49,500,000.00	12,546,438.45	212,722.15	6,267,887.68	6,279,850.77	2,640.00

\* Distributed to each job

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

# EXHIBIT "C-1"



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 11/20/2008
PRODUCER (616)392-6900 FAX (616)396-0466 Lighthouse-Keuning Ins. Group, Inc. 877 E. 16th Street P.O. Box 1439 Holland, MI 49423	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 HOTZ, LLC DBA DRIDESIGN PO BOX 1286 HOLLAND, MI 49422-1286	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A Selective Ins Co of SC	19259
	INSURER B Accident Fund Insurance Co of America	
	INSURER C	
	INSURER D	
INSURER E		

**COVERAGES**  
 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.

INSR ADD'L TRS INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURS PERM AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> POLICY <input type="checkbox"/> PERIOD <input type="checkbox"/> LOSS	S 1804322	10/01/2008	10/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/ASG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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	S 1804322	10/01/2008	10/01/2009	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> AUTO ONLY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OFFIS <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	S 1804322	10/01/2008	10/01/2009	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EMPLOYEE If any designee or SPECIAL RECAUTIONS below	WCV6024263	10/01/2008	10/01/2009	<input checked="" type="checkbox"/> MIN. STATUTORY LIMITS <input type="checkbox"/> MIN. PER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
A	<b>OTHER Rented/Leased Equipment Installation Floater</b>	S1804322	10/01/2008	10/01/2009	100,000 limit
A	<b>OTHER Rented/Leased Equipment Installation Floater</b>	S1804322	10/01/2008	10/01/2009	\$609,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Turnberry West Construction Inc.; Fountainebleau Las Vegas, LLC; Fountainebleau Las Vegas II LLC; Bank of America, N.A., et. al, and Wells Fargo Bank National Association et. al are named as additional insured. Re: Fabricate or Assemble the stored material at 530 N. 2nd Street, Cambridge, OH 43725 valued at \$316,000. GL Endorsement.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Turnberry West Construction Inc. & Fountainebleau Las Vegas LLC 2755 Las Vegas Blvd. Las Vegas, NV 89118	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Lynda DeCan





POLICY NUMBER: A1CG56320901

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:

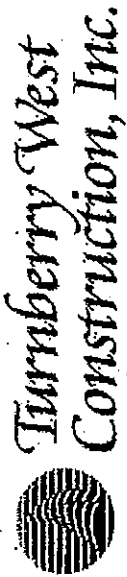
Turnberry West Construction, Inc.; Fontainebleau Las Vegas, LLC; Fontainebleau Las Vegas II, LLC; Bank of America, N.A. et. al., and Wells Fargo Bank National Association et. al.

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 # 17  
 Period Ending: 01/20/09

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	\$ 1,151,874.00 1,150,552.00	\$ -	\$ 1,145,874.00 1,145,874.00	\$ 1,145,874.00 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	\$ 690,233.00 690,233.00	\$ -277,678.00 -277,678.00	\$ -	\$ 690,931.00 690,931.00
				\$ 1,836,805.00	\$ -247,678.00	\$ 247,678.00	\$ 1,836,805.00

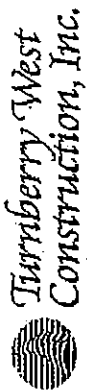
#2 Last month - NO change

#1 Inventory Transferred to Waterfx





**STORIED MATERIAL SUMMARY - MONTHLY REPORT**



PROJECT: Fontainebleau Las Vegas, LLC  
Podium

Submitted 1/13/2009

Application #: 13

Period To: 1/31/2009

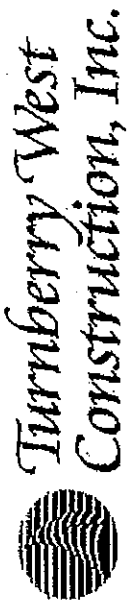
Location Stored At: 4855 W HARMON, LAS VEGAS, NV 89118

*THYSSEN-KRUPP*

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
1	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	\$ -	\$ -
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	\$ -	\$ -
16	RS4-5 Complete Traction Elevator	\$ 340,247.00	\$ 340,247.00	\$ -	\$ -



**STORED MATERIAL SUMMARY**



Onsite Stored Materials Statement 17  
 REQUISITION NO. 26  
 Period Ending: 01/23/09

**DESERT PLUMBING & HEATING-PODIUM**

PROJECT: FOUNTAINBLEAU LAS VEGAS  
 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	\$ 148,320.20	✓	\$ 29,056.46	118,263.74
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			4600 feet		0 feet	4600 feet
C		1" Type L Copper Pipe			4200 feet		0 feet	4200 feet
D		1-1/4" Type L Copper Pipe			1600 feet		0 feet	1600 feet
E		1-1/2" Type L Copper Pipe			4840 feet		1920 feet	2920 feet
F		2" Type L Copper Pipe			3900 feet		1200 feet	2700 feet
G		2-1/2" Type L Copper Pipe			6560 feet		860 feet	5700 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								
					\$ 744,619.30	\$	\$ 74,377.46	\$ 670,241.84



**OFFSITE STORED MATERIALS**

Sun Valley Warehouse  
 Pay Application #  
 Period Ending: 01/20/09

SUBCONTRACTOR Sun Valley  
 Job # Podium  
 Project Fontainebleau Las Vegas

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 89119	\$ 392,419.00	\$ 46,510.00	\$ 123,084.00	315,845.00
6							
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<b>PAGE TOTAL</b>				\$ 392,419.00	\$ 46,510.00	\$ 123,084.00	\$ 315,845.00





































STORED MATERIAL SUMMARY - MONTHLY REPORT

PROJECT: Fontainebleau Hotel & Casino  
 Submitted by: ITALS TONE, INC  
 Application 4414-004  
 PODIUM/RETAIL/PROMENADE AREA 871  
 Period To: 01.31.2009

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	NET ON HAND \$ 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	THIS 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-2013CO	CALACATA GOLD BENCH AROUND COLUMNS	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2013IA	CALACATA GOLD 18" X 48" CUT TO SIZE	\$ 197,880.72	7652	\$ 197,880.72	7652	\$ -	0	\$ -	0	
MA-2013IB	CALACATA GOLD 6" X 36" THRESHOLDS	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2013OD	CALACATA GOLD FLOOR BASE UPPER	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2013F	CALACATA GOLD CUT TO SIZE WALL FOUR	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-2012	CALACATA GOLD WALL ELEV LOBBY	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
MA-203B	Grey river polish marble 12" x 48"	\$ 33,350.70	1975	\$ 33,350.70	1975	\$ -	0	\$ -	0	
MA-2036A	Grey river polish marble 24" x 48"	\$ 86,298.70	3875	\$ 86,298.70	3875	\$ -	0	\$ -	0	
MA2036	Grey river polish marble 12" x 48" B	\$ 10,830.00	1900	\$ 10,830.00	1900	\$ -	0	\$ -	0	
MA2036A	Grey river polish marble 24" x 48" B	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	
	TOTALS	\$ 330,360.12		\$ 330,360.12		\$ -		\$ -		



**Affidavit of Stored Materials**

ITAL STONE, INC (4414-004) 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 21 day of JANUARY, 2009.

ITAL STONE, INC.

DIANA DE MARIA-VENTRE  
NAME

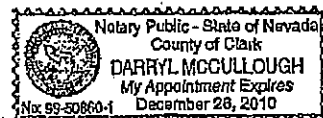
CHIEF FINANCIAL OFFICER  
TITLE

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 21 day of JANUARY, 2009, by DIANA DE MARIA-VENTRE. He/She (SHE) is personally known to me, or () has produced NV DRIVER'S LIC. as identification, and () who did or () did not take the an oath.

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

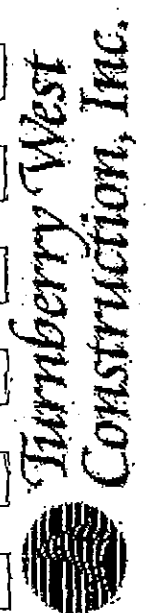


**Project Status Report Exhibits  
Fontainebleau Las Vegas  
IVI Project No. V61210964**

# **EXHIBIT "F"**



DEPOSIT SUMMARY



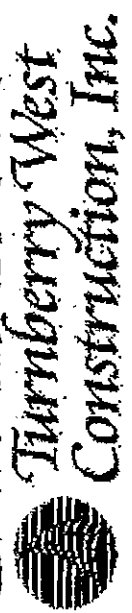
PROJECT: FONTAINEBLEAU LAS VEGAS  
 ADDRESS: Consolidated  
 2755 Las Vegas Blvd., South, Las Vegas, NV  
 DEPOSIT STATEMENT NO. 20  
 REQUISITION NO. 36  
 Period Ending: 01/31/09

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
Tower						
10200	Kitchen Cabinets	IM3 Procurement and Design	817,704.60	274,490.58	465,612.01	626,583.17
10200	Wood Doors	Gaighan-Kaiser (AKM)	1,082,000.00		839,200.00	222,800.00
10200	Architectural Millwork	Architectural Materials	2,859,155.27		1,102,721.83	1,756,433.44
10200	Custom Color Grey-8ch Veld Line 39	Zeilan Systems	162,500.00		888,000.00	162,500.00
10200	Aluminum Extrusions - Deposit to Levels 48-55, line item 28	Zeilan Systems	899,000.00	1,348,500.00		1,348,500.00
10200	Aluminum Extrusions - Deposit to Levels 57-63, line item 29	Zeilan Systems	317,000.00	634,900.00	317,000.00	634,900.00
10200	Glass - Deposit to Levels 48-56, line item 36	Zeilan Systems		651,000.00		651,000.00
10200	Glass - Deposit to Levels 57-63, line item 37	Zeilan Systems		375,272.50		375,272.50
10200	Structural Silicone/Wet Seal - Deposit to Levels 48-56, line item 45	Zeilan Systems	187,636.25	562,908.75	187,636.25	562,908.75
10200	Structural Silicone/Wet Seal - Deposit to Levels 57-63, line item 46	Zeilan Systems		29,763.00		29,763.00
10200	Fabrication/Window Wall, line item 48	Zeilan Systems		85,120.00		85,120.00
10200	Fabrication/Curtain Wall, line item 49	Zeilan Systems	101,033.00	187,098.15		288,131.15
10200	CO #1-Glazed Curtain Wall, line item 55	Zeilan Systems		132,974.60		132,974.60
10200	CO#3- 377 (PO-000) Added Insulation at shear walls, line item 64	Zeilan Systems		149,900.00		149,900.00
10200	CO#4-Interior Glass and Mirrors (Additional Scope Work), line item 71	Zeilan Systems	224,850.00			224,850.00
10200	30% Deposit on Stone/Marble for Vanity Tops	SMES SNC	17,039.76		17,039.76	
10200	Stone/Marble-Container #31	SMES SNC	17,675.28		17,675.28	
10200	Stone/Marble-Container #32	SMES SNC	17,442.72		17,442.72	
10200	20% Deposit on 3/4" (2cm) marble slabs, Catalina Gold On	ITAL Stone 093001	92,208.37			92,208.37
10200	20% Deposit on 3/4" (2cm) Polished Limestone slabs, Galala	ITAL Stone 093003	32,848.14	23,559.20		56,407.34
10200	20% Deposit on 12"x24" granite tile, Antique Brown	ITAL Stone 093004	184,689.07	42,719.26		207,388.33
10200	1"x3" Frosty Glass Tile	ITAL Stone 093002	78,000.00			78,000.00
10200	Deposit on ITA093005	ITAL Stone 093005	69,174.00			69,174.00
10200	20% Deposit for added Contribution Belge for T57-T61 Vanity Tops	ITAL Stone 093003	193,050.93	22,006.53		173,314.84
10200	Deposit on Fabrication of Vanity Countertops	ITAL Stone 093002	100,000.00		100,000.00	
10200	Deposit on Tile	Portobello	255,786.26			255,786.26
10200	30% Deposit for Sink Types, 60 Floors	Desert Plumbing & Heating	174,426.00			174,426.00
10200	G8185CVI-19" Slimline Dishwasher	Miele, Inc.	25,017.00			25,017.00
10200	H4041BM Knob Control Speed Oven	Miele, Inc.		66,062.80		66,062.80
10200	CS 1112E 208v Cooktop	Miele, Inc.		31,252.65		31,252.65
10200	CS 1122E 208v Cooktop	Miele, Inc.		39,311.35		39,311.35
10200	RFN9759IDE-24" Bottom Mount Refrigerator	Miele, Inc.	47,841.50	84,377.04		132,318.54

NOTE 1

NOTE 2

DEPOSIT SUMMARY



**PROJECT:** FONTAINEBLEAU LAS VEGAS  
 Consolidated  
 2765 Las Vegas Blvd., South, Las Vegas, NV  
**ADDRESS:**  
**DEPOSIT STATEMENT NO. 20**  
**REQUISITION NO. 26**  
 Period Ending: 01/31/09

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, Item Item 263	Bombard Mechanical	83,782.00		83,782.00	\$ 9,500,000.00
10200	Exterior Lighting	Illuminating Concepts	8,675.00			\$ 9,500,000.00
10400	Overtime Inspection Account	Clark County Development Svcs.	1,359,150.04			\$ 1,359,150.04
10500	Glazing Accessories - Curtain Wall	Grout Glass	296,426.58		296,426.58	\$ 140,000.00
10500	Retail Promotional Stone Procurement	Italy Stone	140,000.00			\$ 118,649.00
10500	20% Deposit - Spa Marble and Mosaic	Superior Tile	116,649.00			\$ 82,684.00
10500	Stainless Steel for all features at Day Spa	Water FX Custom Fools, Spas, LLC	82,684.00			\$ 26,141.00
10500	CT-2008 Mosaic Wall Tile Material	Silver State Marble	26,141.00			\$ 9,706.00
10500	CT-2009 Porcelain Tile Material	Silver State Marble	9,706.00			\$ 2,988.00
10500	CT-2011 Porcelain Tile Material	Silver State Marble	2,988.00			\$ 21,498.00
10500	CT-2011A Porcelain Tile Material	Silver State Marble	21,498.00			\$ 40,219.00
10500	CT-2012 Mosaic Wall Tile Material	Silver State Marble	40,219.00			\$ 35,520.12
10500	CT-2012B Mosaic Wall Tile Material	Silver State Marble	35,520.12			\$ 135,044.70
10500	CT-2001 Glass Mosaic Columns Veneer in 5/8"x6/8" Tiles	Italy Stone	135,044.70			\$ 4,112.64
10500	CT-2001 Stone Mosaic 5/8"x5/8" floor pattern mesh photo 12"x12"	Italy Stone	4,112.64			\$ 206,404.18
10500	MA-2013CO Calacatta Gold Polished for bench around columns	Italy Stone	206,404.18			\$ 878.24
10500	MA-2013A Calacatta Gold 18"x48"x3/4" cut to size	Italy Stone	878.24			\$ 7,344.24
10500	MA-2013B Calacatta Gold 6"x6"x3/4" Door Threshold	Italy Stone	7,344.24			\$ 775.80
10500	MA-2013D Calacatta Gold 6"x18"x3/4" running floor base 1/4" bev up	Italy Stone	775.80			\$ 879.24
10500	MA-2013F Calacatta Gold 3/4" polished slabs cut to size Wall sink fnt	Italy Stone	879.24			\$ 39,790.58
10500	MA-2012 Calacatta Gold 3/4" polished slabs cut to size Wall/Elev Lbby	Italy Stone	39,790.58	17,074.56	11,257.50	\$ 46,207.62
10500	MA-2036 Grey River polished marble floor s.c. 12"x48"x3/4"	Italy Stone	98,915.98	18,440.64	22,087.50	\$ 83,269.10
10500	MA-2036 Grey River polished marble floor s.c. 24"x48"x3/4" B	Italy Stone	10,830.00			\$ 21,090.00
10500	MA-2036 Grey River polished marble floor s.c. 12"x48"x3/4" B	Italy Stone	4,218.00			\$ 18,000.00
10500	MA-2038 Grey River polished marble floor s.c. 24"x48"x3/4" B	Italy Stone	18,000.00	16,872.00		\$ 603,280.00
10500	Labor-Water Jet cut to size	Italy Stone	603,280.00			\$ 17,951,538.11
10500	Initial Deposit for Main Casino Flooring-Area 860 Casino-Tile	SamFet		5,135,333.63	4,951,852.88	\$ 17,951,538.11

NOTE:3

NOTE: 1 DECEMBER 2008 & JANUARY 2009 REDUCTIONS COMBINED APPLY  
 NOTE: 2 DEPOSIT VOIDED  
 NOTE: 3 ADJ OUT DEPOSIT (PUT ON SUMMARY REPORT TWICE BY ERROR)

M3 Procurement and Design Inc.

**Invoice**

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

Date	Invoice #
1/7/09	102223



PROCUREMENT AND DESIGN

Order # 200M3PO64101

# 10200

Code: 10200

Gross \$ \_\_\_\_\_

Retention \$ \_\_\_\_\_

Net \$ 274,490.58

Approval #1 \_\_\_\_\_

Approval #2 \_\_\_\_\_

Bill To

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

Deposit  
AS of 1/31/09

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

Quantity	Item	Description	Price	Amount
	STUDIO KITCHEN	Kitchen wenge of UNIT 4539 and type CH11 floor T45	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4537 and type CH2 floor T45	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4535 and type CH7 floor T45	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4533 and type CH8 floor T45	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4531 and type CH9 floor T45	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4529 and type CH10 floor T45	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 4665 and type CH1 floor T46	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 4663 and type CH6 floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4661 and type CH2 floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4659 and type CH2 REV floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4657 and type CH6 REV floor T46	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 4655 and type CH3 REV floor T46	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 4649 and type CH3 floor T46	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 4647 and type CH6 floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4645 and type CH2 floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4643 and type CH4 floor T46	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 4641 and type CH5 floor T46	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 4639 and type CH11 floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4637 and type CH2 floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4635 and type CH7 floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4633 and type CH8 floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4631 and type CH9 floor T46	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4629 and type CH10 floor T46	2,833.15	2,833.15
	DEPOSIT CREDIT	10% deposit on before tax value of the kitchens	-29,409.36	-29,409.36
72	WENGE PANEL	Wenge Panel for Studio Kitchen	136.20	9,806.40
Thank you for your business.			<b>Total</b>	<b>\$274,490.58</b>

*[Handwritten signature and date]*

M3 Procurement and Design Inc.

# Invoice



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

Date	Invoice #
1/7/09	102223

<b>Bill To</b>
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 4243 and type CH4 floor T42	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 4241 and type CH5 floor T42	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 4239 and type CH11 floor T42	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4237 and type CH2 floor T42	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4235 and type CH7 floor T42	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4233 and type CH8 floor T42	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4231 and type CH9 floor T42	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4229 and type CH10 floor T42	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 4365 and type CH1 floor T43	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 4363 and type CH6 floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4361 and type CH2 floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4359 and type CH2 REV floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4357 and type CH6 RBV floor T43	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 4355 and type CH3 REV floor T43	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 4349 and type CH3 floor T43	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 4347 and type CH6 floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4345 and type CH2 floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4343 and type CH4 floor T43	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 4341 and type CH5 floor T43	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 4339 and type CH11 floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4337 and type CH2 floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4335 and type CH7 floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4333 and type CH8 floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4331 and type CH9 floor T43	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4329 and type CH10 floor T43	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 4465 and type CH1 floor T44	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 4463 and type CH6 floor T44	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 4461 and type CH2 ADA floor T44	2,833.15	2,833.15
Thank you for your business.			<b>Total</b>	







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

1-Jan-09

C/O #, Pay App #, and Date	Description	Opening Deposit	Additions This Period	Ending Balance
#1 - Oct 2007	Guest Closet Units	\$ 666,595.12	\$ 52,060.14	\$ 614,534.98
#1 - Oct 2007	Crown Molding	-	-	-
#1 - Oct 2007	Drapery Pocket Fascia Board/Support	-	-	-
#1 - Oct 2007	Upgrade Trim Typical Rooms	253,036.00	-	-
#1 - Oct 2007	Glass Shower/Partition/Accessories	-	249,099.00	-
#1 - Oct 2007	LEED Adjustment on Wood Doors	-	-	-
C/O #1 - #2R - Feb 2008	Condo Millwork	255,069.36	-	89,071.84
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	25,072.50	-	-
C/O #3 - Mar 2008	Condominium Glass Shower Doors	22,949.01	-	13,113.72
C/O #3 - Mar 2008	Vanity Mirrors	753,068.00	-	512,082.84
C/O #5 - Mar 2008	Wood Desks & Valances	167,504.40	-	167,504.40
C/O #5 - Mar 2008	Millwork Suites	18,035.96	-	18,035.96
C/O #5 - April 2008	Condo closets	-	-	-
C/O #6 - April 2008	Upgraded On-Line TimeLox I/R Entry Door Hardware	340,610.00	-	286,112.40
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	108,120.92	-	-
C/O#8 - May 2008	Metal Doors and Frames	-	-	-
C/O #9 July 2008	Changes to millwork, showers, condo mirrors & Lati	-	-	-
		\$ 2,859,155.27	\$ 3,102,721.83	\$ 1,756,433.44

218,141.14	Net Deposit Used on
	Materials NOT in Stored
	Materials Summary

Opening Deposits	\$ 2,859,155.27
Additions	
Total Deposits	2,859,155.27
Less Reductions	(1,102,721.83)
Remainder Deposits	1,756,433.44

382  
*Zetian*

**CONTINUATION SHEET**

AIA DOCUMENT G703

AIA DOCUMENT G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed certification is attached.

Zetian Systems, Inc  
6750 S. Valley View Blvd,  
Suite #422  
Las Vegas, NV 89118

APPLICATION NUMBER: 22  
APPLICATION DATE: 19-Jan-09  
PERIOD TO: 31-Jan-09  
ARCHITECT PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.  
Use Column (I) on Contracts where variable retainage for five years may apply.  
Zetian JOB # 2005304  
JOB NAME FortiBlue Tower  
P.H. Jim Mackis

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT SHIP OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Preliminary Design & Engineering								
2	Engineering								
3	System Design & Start up	\$180,000.00	180,000.00	0.00	0.00	180,000.00	100%	0.00	18,000.00
4	Visual Mock-up Drawings	\$10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	1,000.00
5	Performance Mock-up Drawings	\$60,000.00	60,000.00	0.00	0.00	60,000.00	100%	0.00	6,000.00
6	Embed Drawings	\$43,000.00	43,000.00	0.00	0.00	43,000.00	100%	0.00	4,300.00
7	Shop Drawings	\$780,000.00	280,000.00	0.00	0.00	280,000.00	36%	0.00	280,000.00
8	Die Drawings	\$40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	4,000.00
9	Structural D&D / Start up	\$30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	3,000.00
10	Structural Calculations	\$200,000.00	200,000.00	0.00	0.00	200,000.00	100%	0.00	20,000.00
11	Mock-up					0.00			
12	Visual Mock-up	\$24,000.00	24,000.00	0.00	0.00	24,000.00	100%	0.00	2,400.00
13	Performance Mock-up	\$80,000.00	80,000.00	0.00	0.00	80,000.00	100%	0.00	8,000.00
14	Performance Testing	\$120,000.00	120,000.00	0.00	0.00	120,000.00	100%	0.00	12,000.00
15	Samples	\$12,000.00	12,000.00	0.00	0.00	12,000.00	100%	0.00	1,200.00
16	Embuds					0.00			
17	Hidden Type	\$350,000.00	350,000.00	0.00	0.00	350,000.00	100%	0.00	35,000.00
18	Plate / Tube (fabricated)	\$23,000.00	23,000.00	0.00	0.00	23,000.00	100%	0.00	2,300.00
19	Die Procurement					0.00			
20	Aluminum Dies	\$350,569.00	350,569.00	0.00	0.00	350,569.00	100%	0.00	35,056.90
21	Silicone Gaskets	\$150,798.00	150,798.00	0.00	0.00	150,798.00	100%	0.00	15,079.80
22	Aluminum Extrusions								
23	Levels 3-11	\$1,798,000.00	1,798,000.00	0.00	0.00	1,798,000.00	100%	0.00	179,800.00
24	Levels 12-20	\$1,798,000.00	1,798,000.00	0.00	0.00	1,798,000.00	100%	0.00	179,800.00
25	Levels 21-29	\$1,798,000.00	1,798,000.00	0.00	0.00	1,798,000.00	100%	0.00	179,800.00
26	Levels 30-38	\$1,798,000.00	1,798,000.00	0.00	0.00	1,798,000.00	100%	0.00	179,800.00
27	Levels 39-47	\$1,798,000.00	1,798,000.00	0.00	0.00	1,798,000.00	100%	0.00	179,800.00
28	Levels 48-56	\$1,798,000.00	1,798,000.00	0.00	0.00	1,798,000.00	100%	0.00	179,800.00
29	Levels 57-63	\$1,798,000.00	0.00	1,343,500.00	P	1,343,500.00	75%	449,500.00	0.00
30	Glass								
31	Levels 3-11	\$1,268,000.00	1,268,000.00	0.00	0.00	1,268,000.00	100%	0.00	126,800.00
32	Levels 12-20	\$1,268,000.00	1,268,000.00	0.00	0.00	1,268,000.00	100%	0.00	126,800.00
33	Levels 21-29	\$1,268,000.00	1,268,000.00	0.00	0.00	1,268,000.00	100%	0.00	126,800.00
34	Levels 30-38	\$1,268,000.00	1,268,000.00	0.00	0.00	1,268,000.00	100%	0.00	126,800.00
35	Levels 39-47	\$1,268,000.00	1,268,000.00	0.00	0.00	1,268,000.00	100%	0.00	126,800.00
36	Levels 48-56	\$1,268,000.00	634,000.00	634,000.00	D	1,268,000.00	100%	0.00	126,800.00
37	Levels 57-63	\$1,268,000.00	0.00	851,000.00	D	851,000.00	75%	317,000.00	0.00
38	Structural Silicone/Wet Seal Unfilled								
39	Custom Color (GREY)	\$250,000.00	250,000.00	0.00	0.00	250,000.00	100%	0.00	25,000.00
40	Levels 3-11	\$750,545.00	750,545.00	0.00	0.00	750,545.00	100%	0.00	75,054.50
41	Levels 12-20	\$750,545.00	750,545.00	0.00	0.00	750,545.00	100%	0.00	75,054.50
42	Levels 21-29	\$750,545.00	750,545.00	0.00	0.00	750,545.00	100%	0.00	75,054.50
43	Levels 30-38	\$750,545.00	750,545.00	0.00	0.00	750,545.00	100%	0.00	75,054.50
44	Levels 39-47	\$750,545.00	750,545.00	0.00	0.00	750,545.00	100%	0.00	75,054.50
45	Levels 48-56	\$750,545.00	375,272.50	375,272.50	D	750,545.00	100%	0.00	75,054.50
46	Levels 57-63	\$750,545.00	0.00	562,908.75	D	562,908.75	75%	187,636.25	0.00
47	Fabrication								
48	Window Wall	\$29,763.00	0.00	29,763.00	D	29,763.00	100%	0.00	0.00
49	Curtain Wall	\$4,256,000.00	3,745,280.00	65,120.00	D	3,830,400.00	90%	426,000.00	319,200.00
50	Sliding Door	\$6,000.00	0.00	0.00	D	0.00	0%	6,000.00	0.00
51	Window Washing Anchors	\$120,000.00	105,000.00	2,400.00	D	108,000.00	90%	12,000.00	9,000.00
52	Doors								
53	Sliding	\$25,000.00	0.00	0.00	D	0.00	0%	25,000.00	0.00
54	Door Hardware								
55	CHANGE ORDERS								
56	Cor#1 Glazed Curtain Wall	\$1,247,221.00	697,896.00	187,698.15	D	1,144,954.95	92%	62,366.05	61,079.87
57	Cor#2 Lead Dioxide	(5815,360,11)	(688,580.00)	0.00	D	(688,580.00)	75%	(218,840.00)	(52,521.51)
58	SHIPPING	\$1,200,000.00	1,055,000.00	24,000.00	D	1,080,000.00	90%	120,000.00	74,000.00
59	DUTY	\$1,870,000.00	1,645,000.00	37,400.00	D	1,683,000.00	90%	187,000.00	124,560.00
60	SALES TAX	\$2,823,011.00	2,484,249.68	56,460.22	D	2,540,709.50	90%	282,301.50	183,495.72
61									
62									
63	COR#								
64	377 (PCO-009) Added Insulation at shear walls	\$1,329,746.00	1,193,771.40	132,974.60	D	1,329,746.00	100%	0.00	68,730.95
65	341 (PCO-015) Cancellation of Foxy Wall North	\$204,797.00	204,797.00	0.00	D	204,797.00	100%	0.00	20,479.70
66	378 (PCO-012) Expedite Shipping cost for nap	\$5,000.00	5,000.00	0.00	D	5,000.00	100%	0.00	500.00
67	379 (PCO-016) Buck Horiz Change	\$5,800.00	5,800.00	0.00	D	5,800.00	100%	0.00	580.00
68	380 (PCO-010) Detekion of Interior end wall cop.	(128,000.00)	(128,000.00)	0.00	D	(128,000.00)	100%	0.00	(12,800.00)
69									
70	COR#								
71	Interior Glass And Mirrors (Additional Scope Work)	\$1,499,000.00	224,850.00	149,900.00	D	374,750.00	25%	1,124,250.00	22,428.00
72									
73	COR#								
74	(PCO-008) TWC PCO#253 or 490 Revised Glass Thickness	\$305,874.00	305,874.00	0.00	D	305,874.00	100%	0.00	7,646.85
75	(PCO-011) TWC PCO#299 Redesign levels 46 thru 62	\$50,000.00	50,000.00	0.00	D	50,000.00	100%	0.00	5,000.00
76	(PCO-014) TWC PCO #259 TASI 121 Elevation Change	\$302,933.00	302,933.00	0.00	D	302,933.00	100%	0.00	45,448.65
77	(PCO-007) TWC PCO #136 Louver Change	\$813,225.00	813,225.00	0.00	D	813,225.00	100%	0.00	81,322.50
78									
79									
80									
81									
82									
83									
84									
85									
86									
87									
88									
		\$44,802,281.89	37,062,681.30	34,576,757.22		\$44,823,478.52	94%	\$2,579,813.37	\$2,144,142.66

Retainage numbers in RED have been frozen since project is over 50% see New McElreath on 10/3/08

LESS: RETAINAGE TO DATE  
TOTAL COMPLETED AND STORED  
TOTAL BALANCE TO FINISH  
TOTAL CONTRACT PRICE WITH CO  
ORIGINAL CONTRACT PRICE

3,144,182.66  
41,682,478.52  
2,970,813.27  
\$44,818,281.88  
\$31,620,816.28

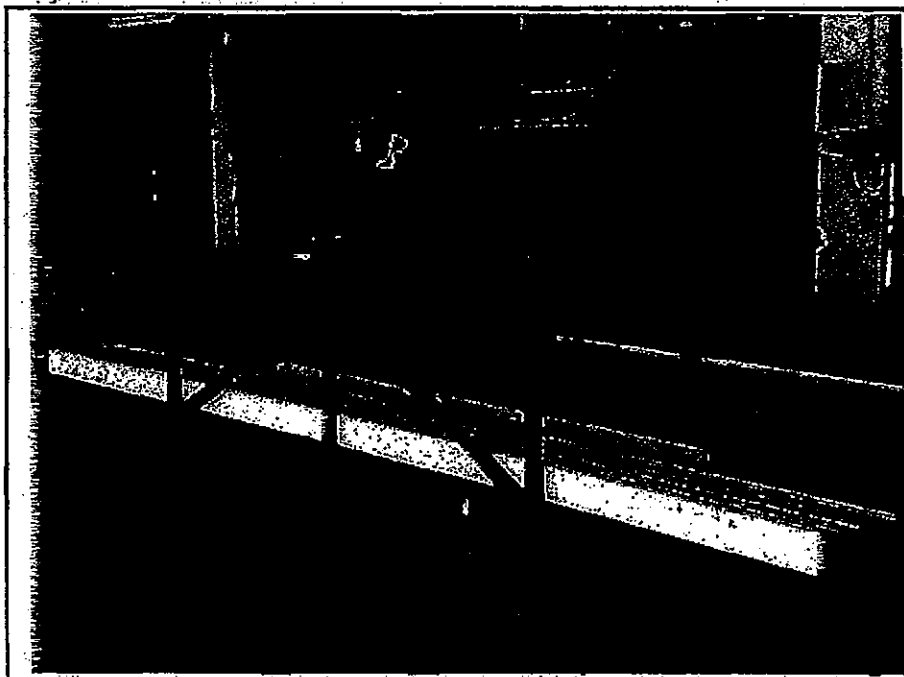


**Zetian Systems, Inc.** 382  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

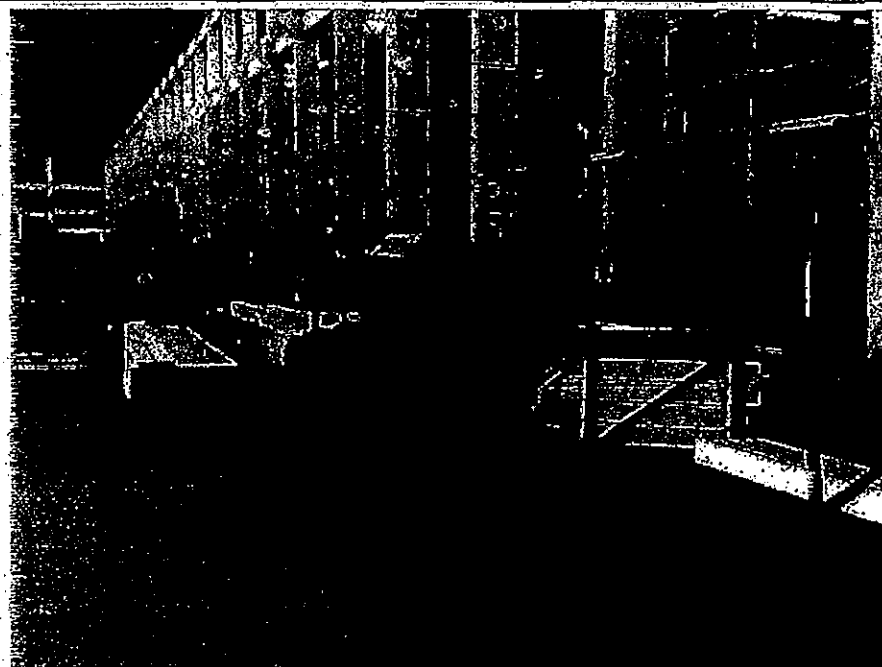
Project: Fontainebleau Tower

Date: 16 Dec 08



Remarks:

Description: Cutting and fabrication work to 57/F



Remarks:

Description: Cutting and fabrication work to 57/F



**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

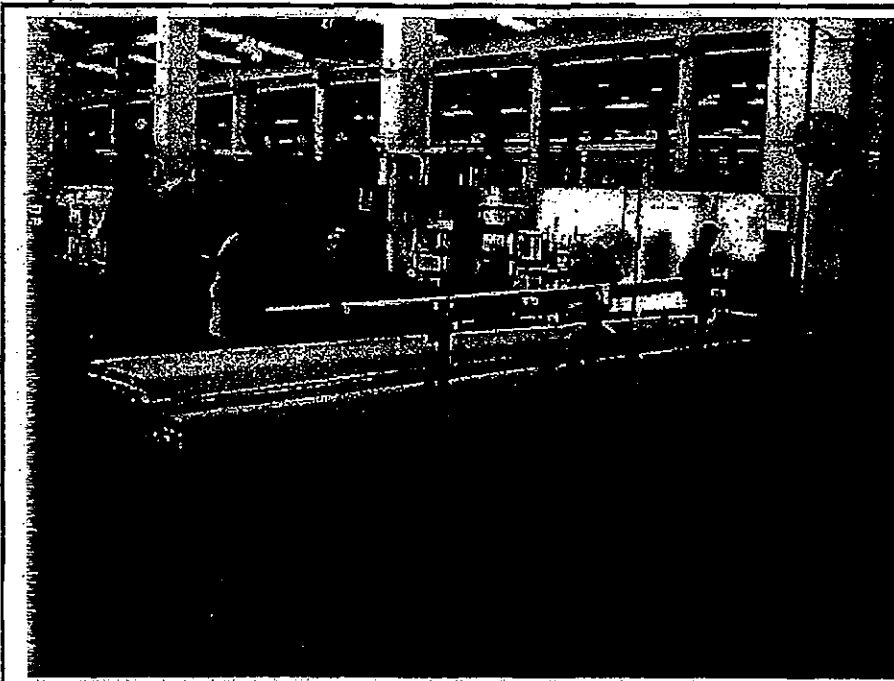
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

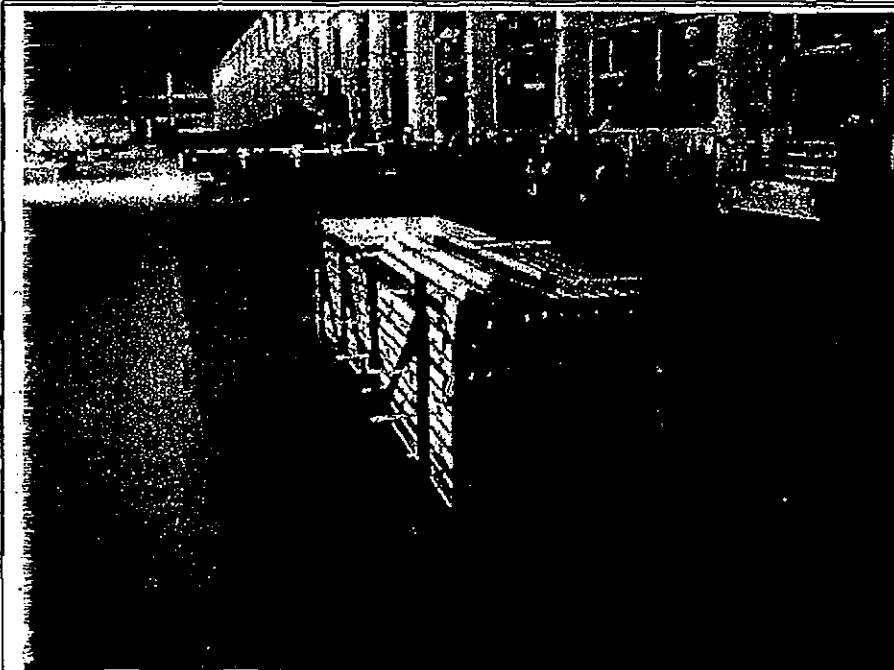
Project: Fontainebleau Tower

Date: 16 Dec 08



Remarks:

Description: Cutting and fabrication work to 57/F



Remarks:

Description: Cutting and fabrication work to 57/F





**Zetlan Systems, Inc.**

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

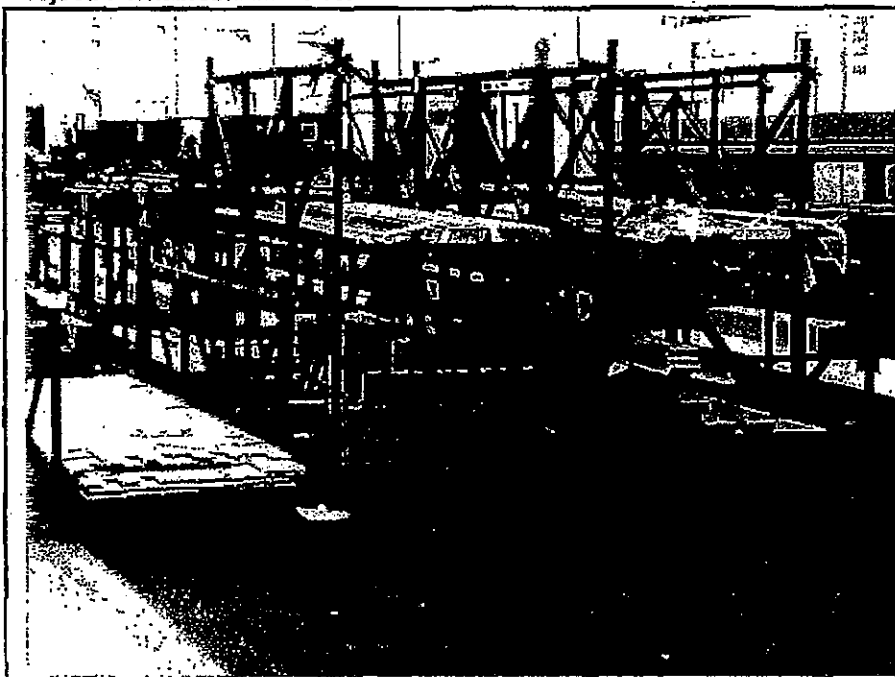
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetlansystems.com](http://www.zetlansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 16 Dec 08



Remarks:

Description: Cutting and fabrication work to 57/F



Remarks:

Description: Cutting and fabrication work to 57/F



**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 16 Dec 08



Remarks:

Description: 57/F units are being assembled



Remarks:

Description: 57/F units are being assembled



**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

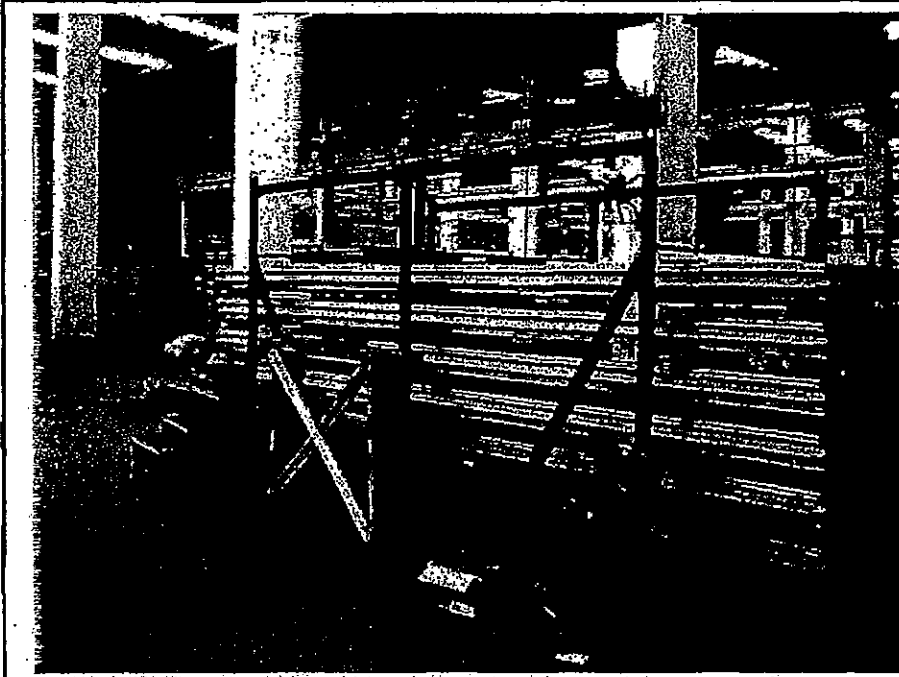
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 16 Dec 08



Remarks:

Description: 57/F units are being assembled



Remarks:

Description: 57/F units are being assembled



**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

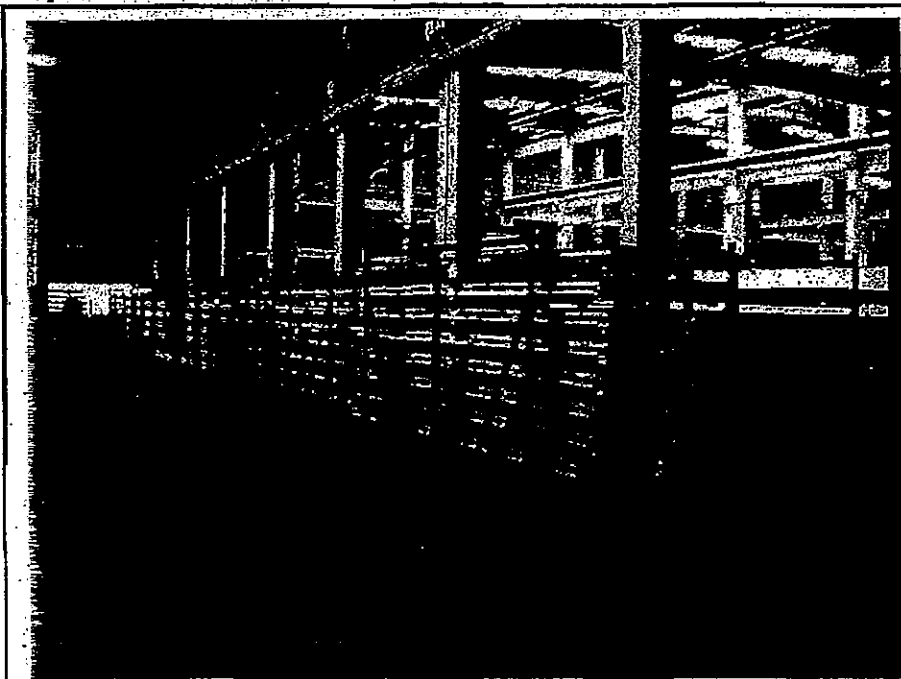
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 16 Dec 08



Remarks:

Description: Completed unit to 55/F (without glazing)



Remarks:

Description: Completed unit to 55/F (without glazing)



**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

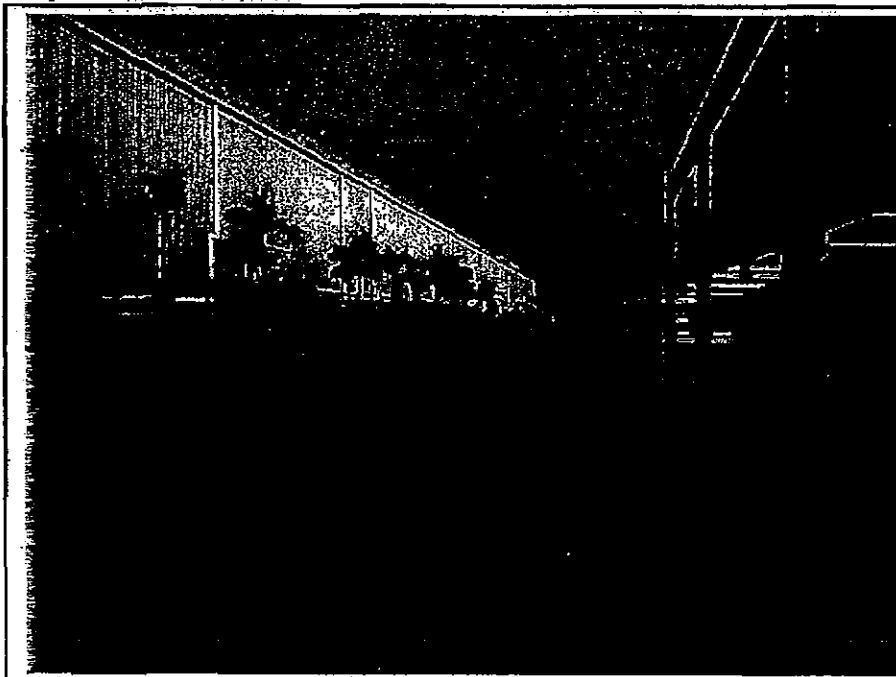
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

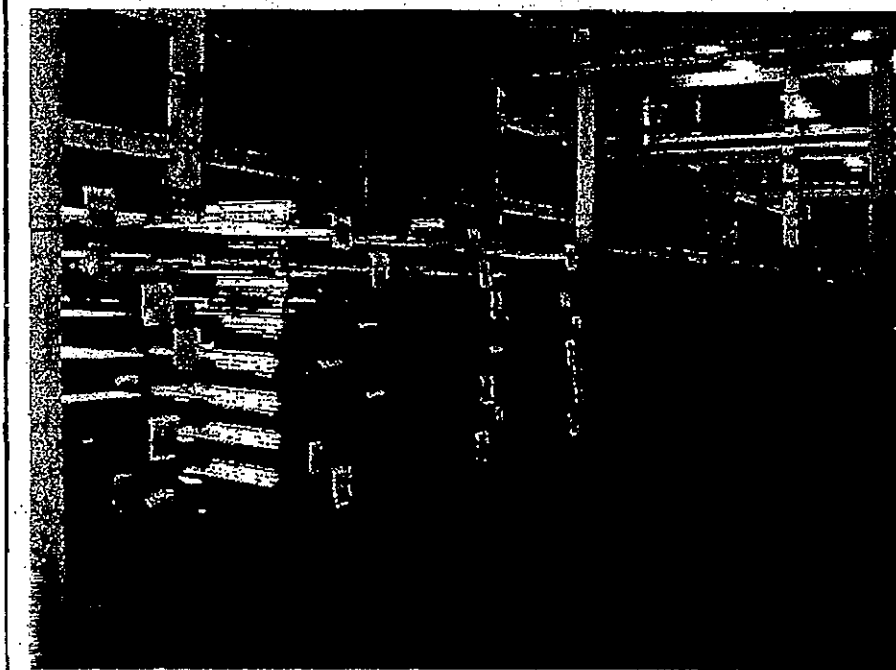
Project: Fontainebleau Tower

Date: 16 Dec 08



Remarks:

Description: Completed unit to 55/F (without glazing)



Remarks:

Description: Completed unit to 55/F (without glazing)



**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

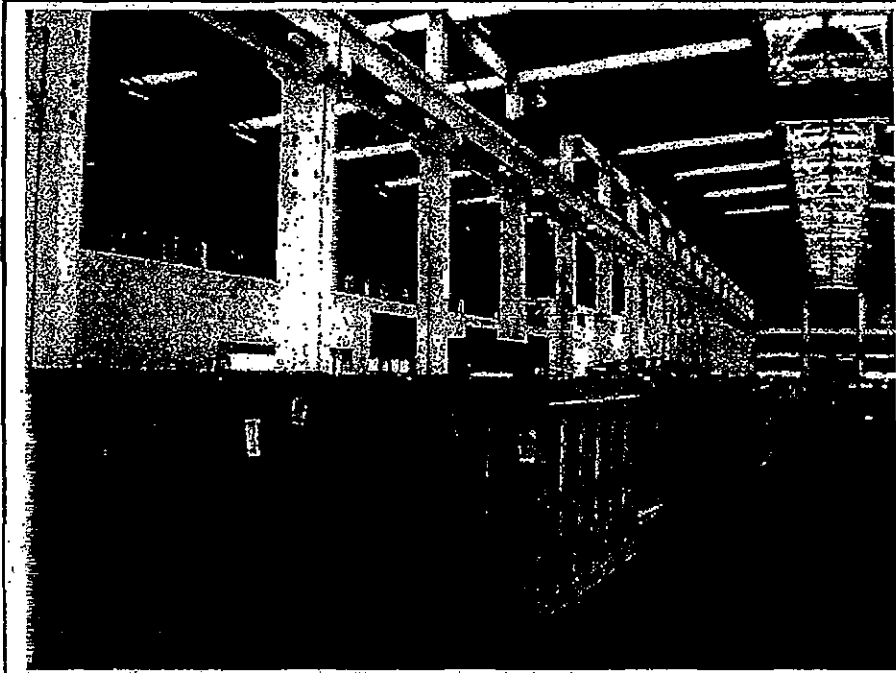
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

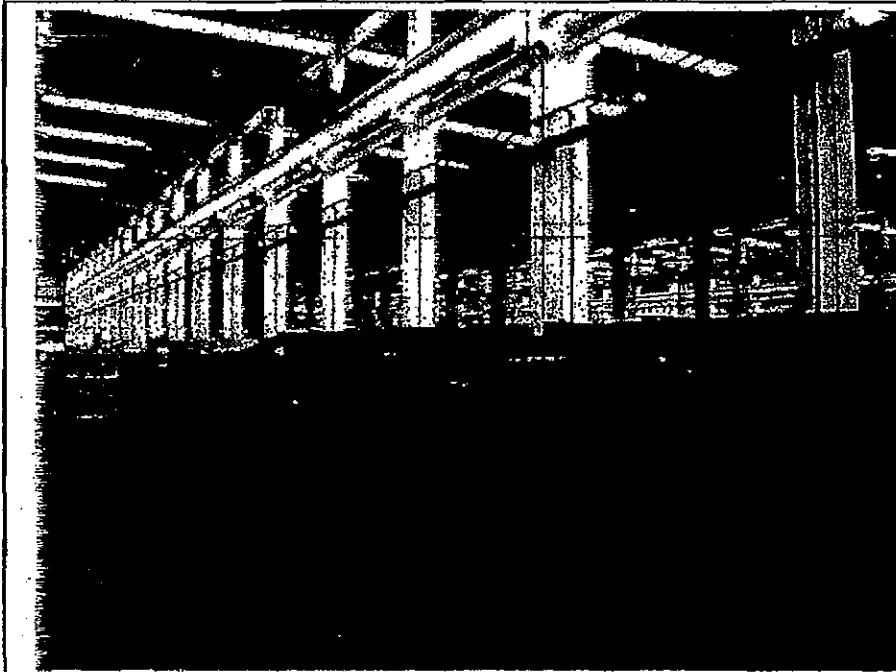
Project: Fontainebleau Tower

Date: 16 Dec 08



Remarks:

Description: Glass delivery to 55/F



Remarks:

Description: Glass delivery to 55/F





**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

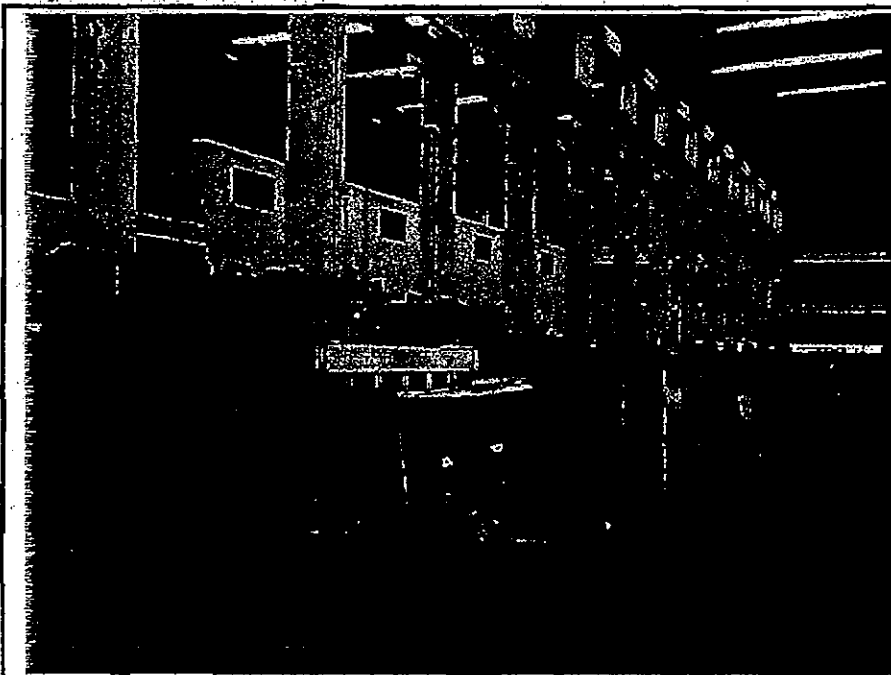
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 16 Dec 08



Remarks:

Description: Glass delivery to SS/F

Remarks:

Description:

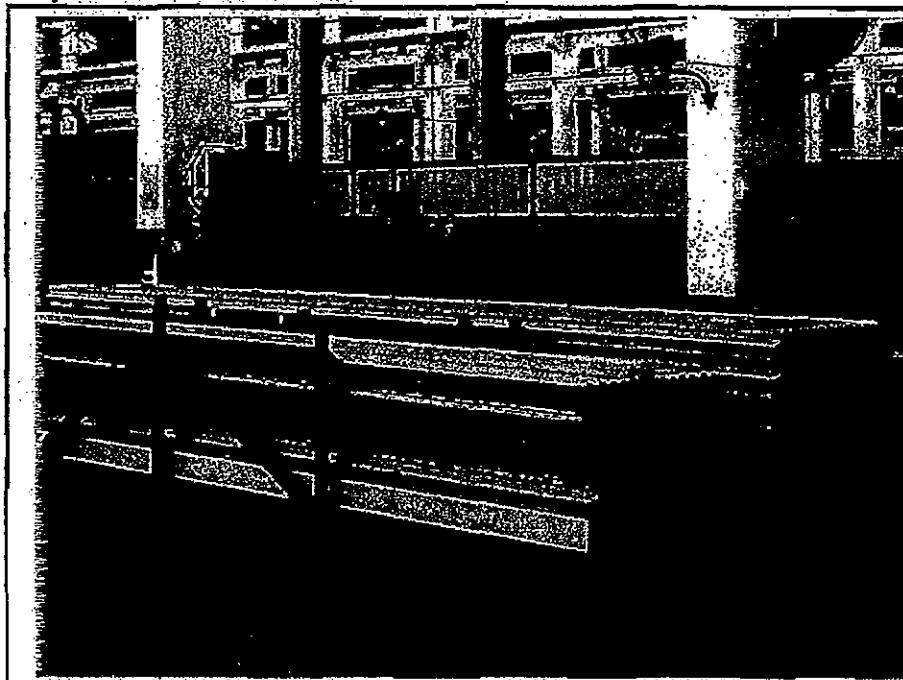


**Zetian Systems, Inc.**  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 9 Dec 08



Remarks:

Description: Extrusion cutting and fabricating are being carried out to 57/F



Remarks:

Description: Extrusion cutting and fabricating are being carried out to 57/F

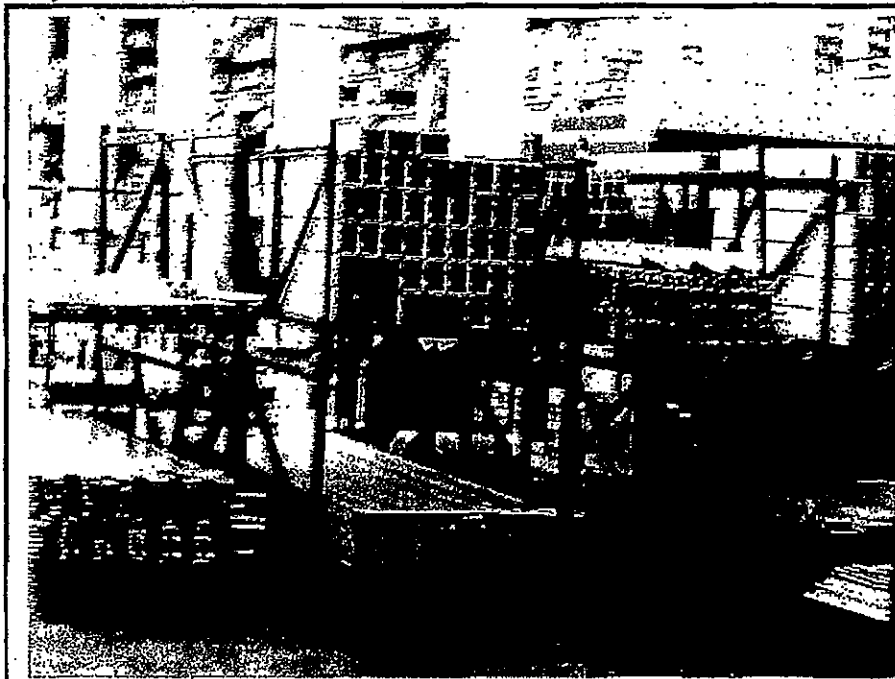


**Zetian Systems, Inc.** 382  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 9 Dec 08



Remarks:

Description: Extrusion cutting and fabricating are being carried out to 57/F



Remarks:

Description: Extrusion cutting and fabricating are being carried out to 57/F



**Zetian Systems, Inc.**

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

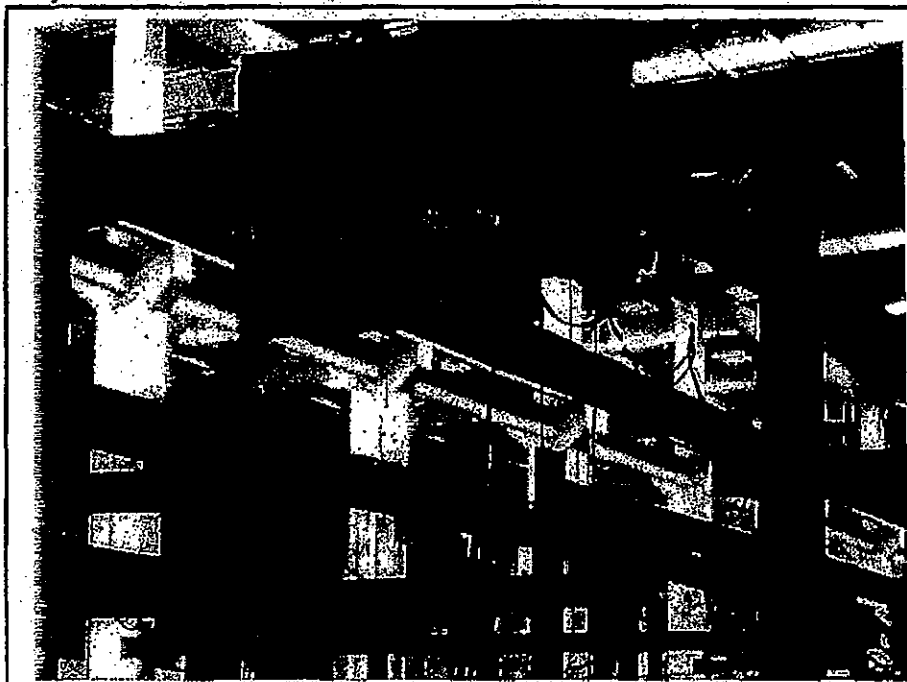
TEL: 702-227-6038 FAX: 702-227-8853

Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 9 Dec 08



Remarks:

Description: Glazing works are being carried out to south elevation to 51/F  
2nd production line



Remarks:

Description: Glazing works are being carried out to south elevation to 51/F  
1st production line



**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

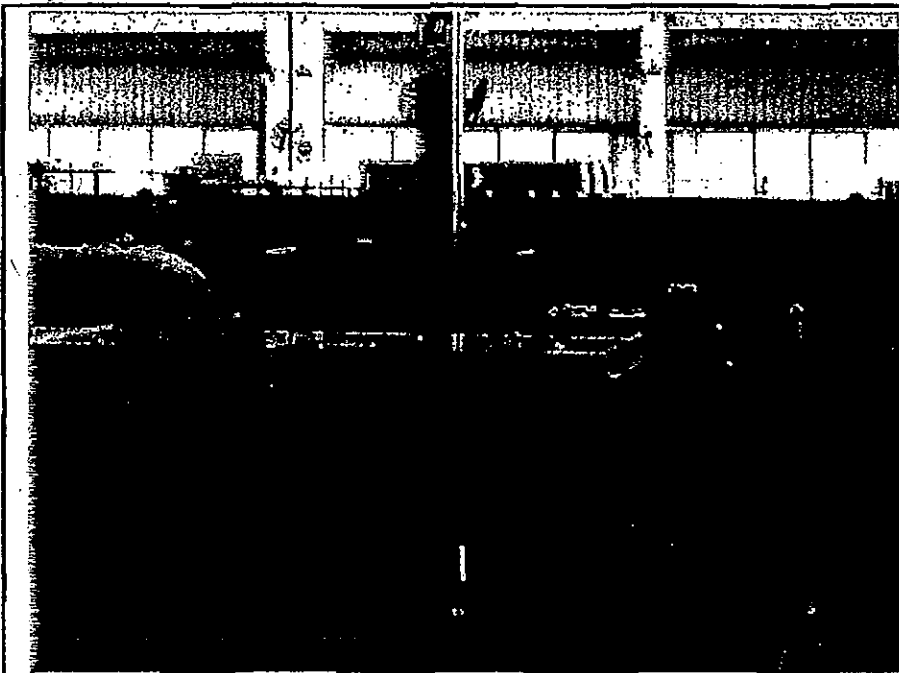
TEL: 702-227-6038 FAX: 702-227-8853

Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 9 Dec 08



Remarks:

Description: Glazing works are being carried out to south elevation to 51/F.  
One more production line has been added



Remarks:

Description: Glazing works are being carried out to south elevation to 51/F.  
One more production line has been added



**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

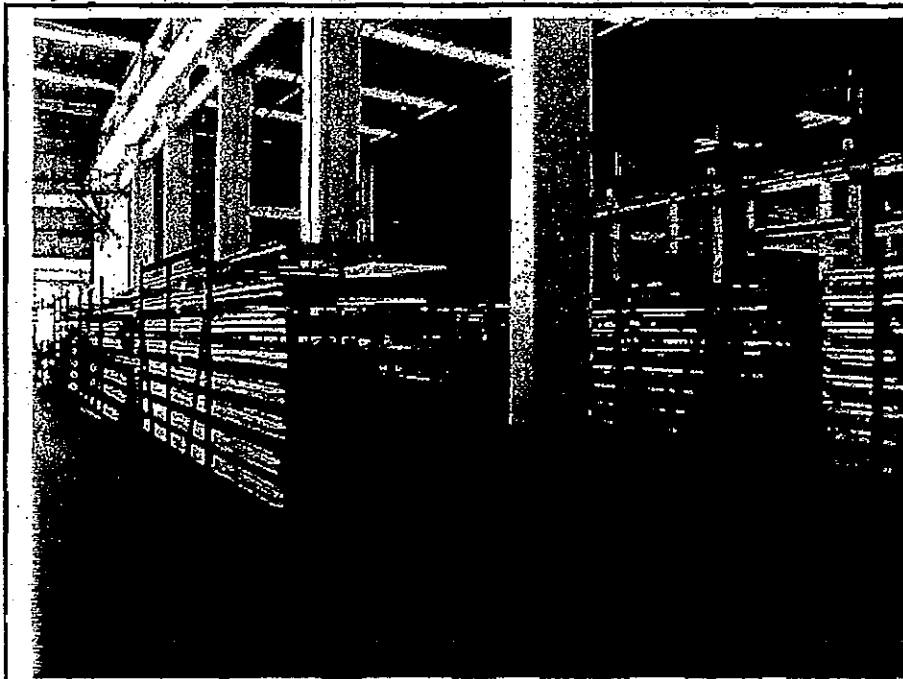
TEL: 702-227-6038 FAX: 702-227-8853

Website: www.zetiansystems.com

### Photo Record

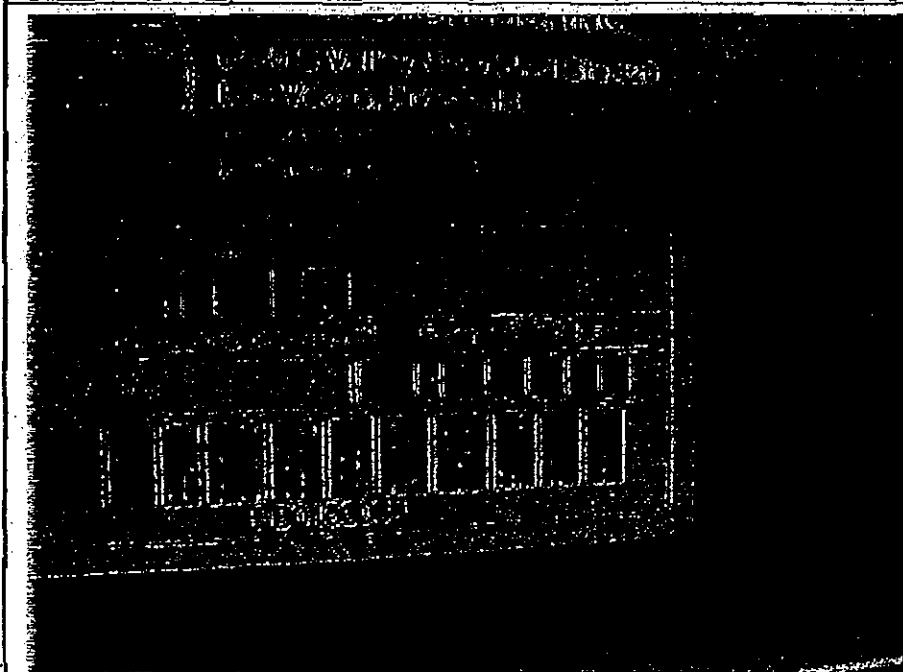
Project: Fontainebleau Tower

Date: 9 Dec 08



Remarks:

Description: Unit assembled without glazed



Remarks:

Description: Glazed Unit to 51/F south elevation





**Zetian Systems, Inc.**

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

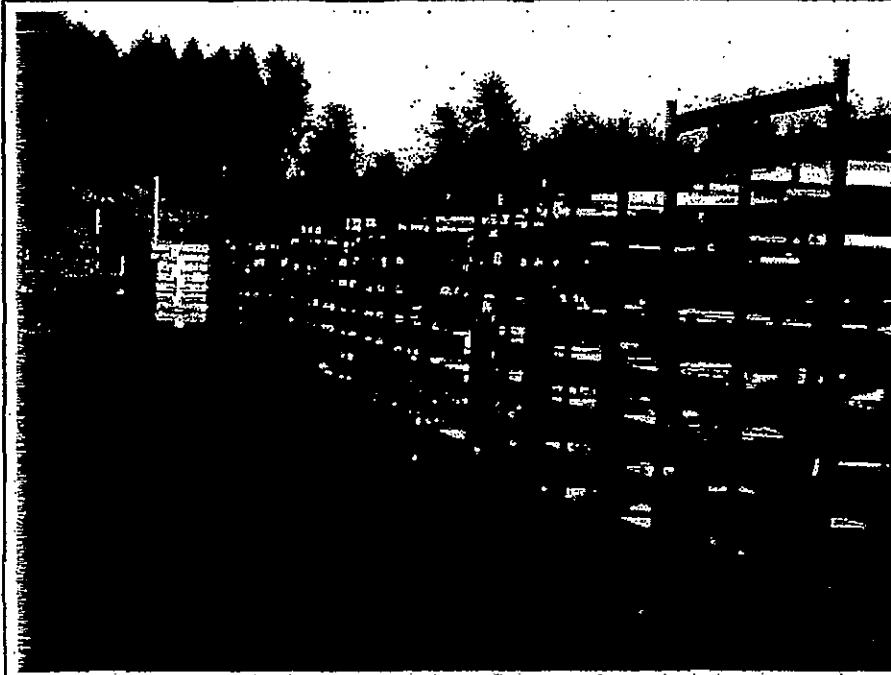
Project: Fontainebleau Tower

Date: 9 Dec 08



Remarks:

Description: Unit assembled without glazed



Remarks:

Description: Unit assembled without glazed



**Zetian Systems, Inc.** 382

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 9 Dec 08



Remarks:

Description: Glass Panels arrival to 51/F south elevation



Remarks:

Description: Glass Panels arrival to 51/F south elevation

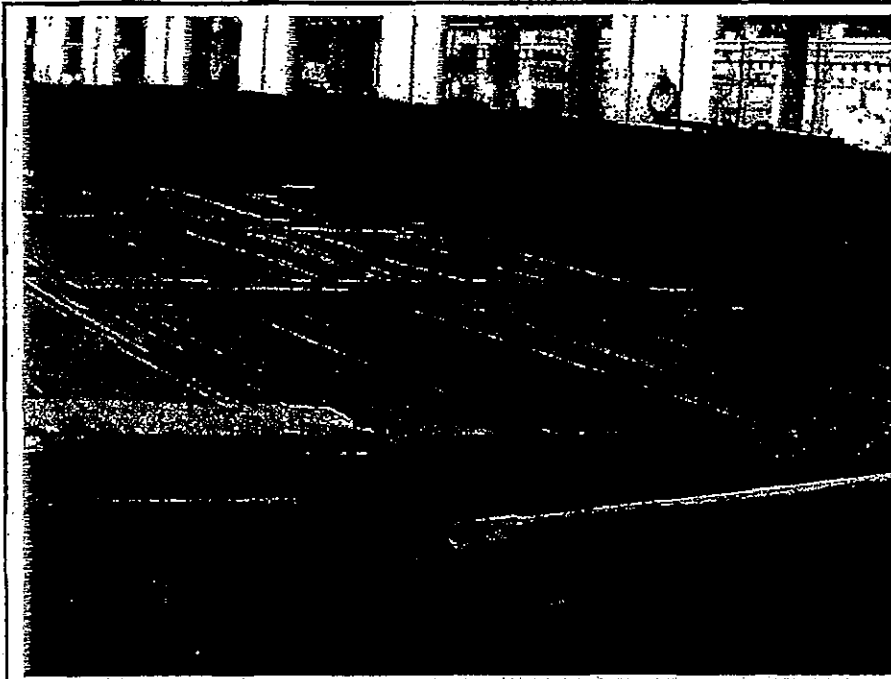


**Zetian Systems, Inc.**  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

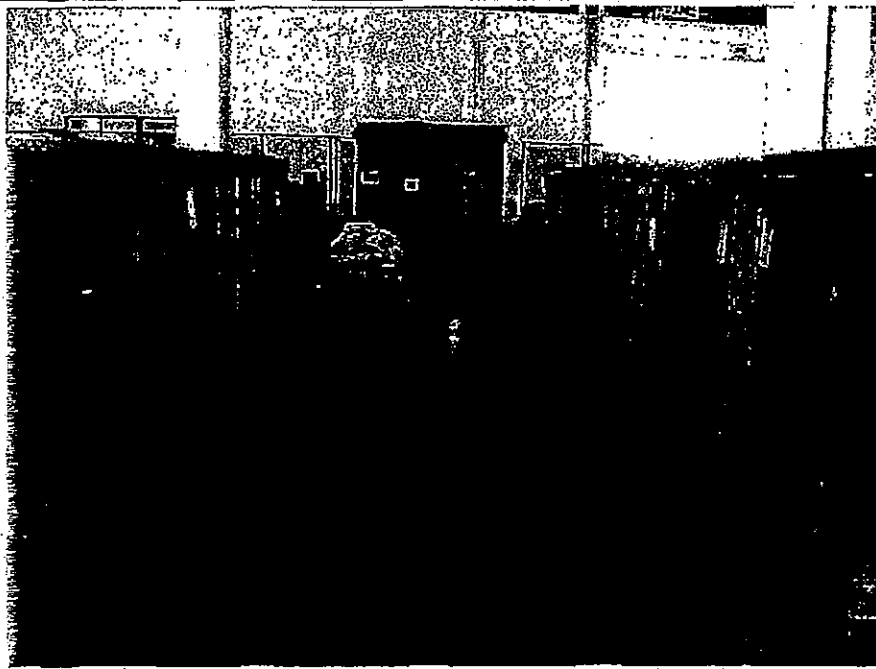
Project: Fontainebleau Tower

Date: 9 Dec 08



Remarks:

Description: Glass Panels arrival to 51/F south elevation



Remarks:

Description: Glass Panels arrival to 51/F south elevation



**Zetian Systems, Inc.** 371

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

Website: www.zetiansystems.com

### Photo Record

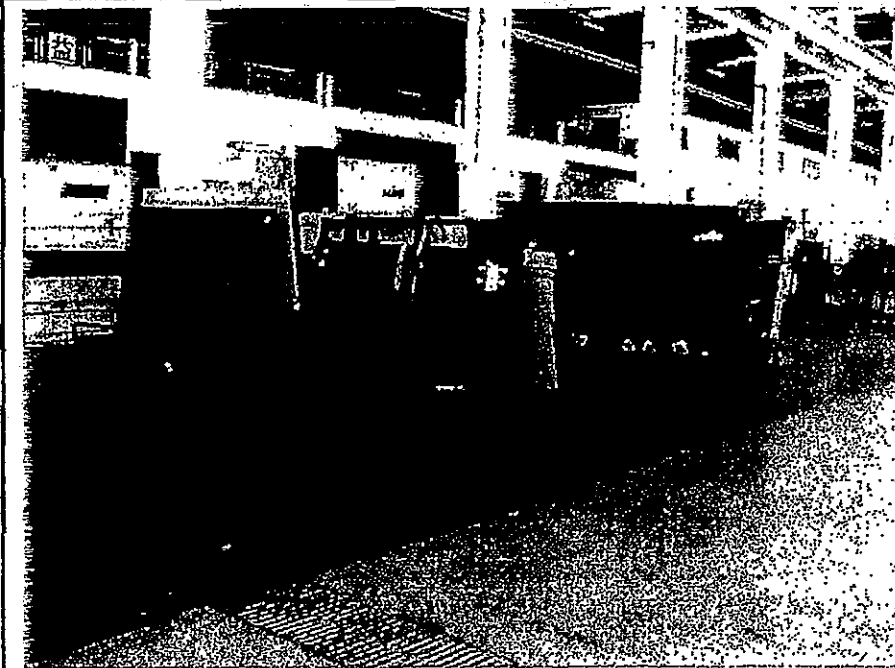
Project: Fontainebleau Tower

Date: 9 Dec 08



Remarks:

Description: Glass Panels arrival to 51/F south elevation



Remarks:

Description: Glass Panels arrival to 51/F south elevation



**Zetian Systems, Inc.**

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

Website: www.zetiansystems.com

### Photo Record

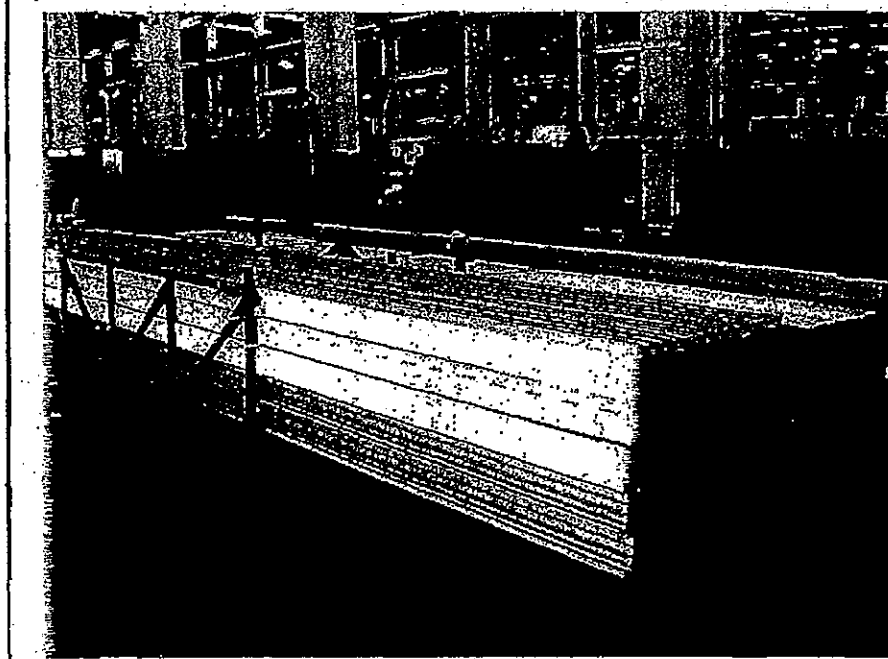
Project: Fontainebleau Tower

Date: 31 Dec 08



Remarks:

Description: Extrusions of 60,61/F is being cut and fabricated



Remarks:

Description: Extrusions of 60,61/F is being cut and fabricated



**Zetian Systems, Inc.**

6280 S. Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 31 Dec 08.



Remarks:

Description: Extrusions of 60,61/F is being cut and fabricated



Remarks:

Description: Extrusions of 60,61/F is being cut and fabricated





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6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

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### Photo Record

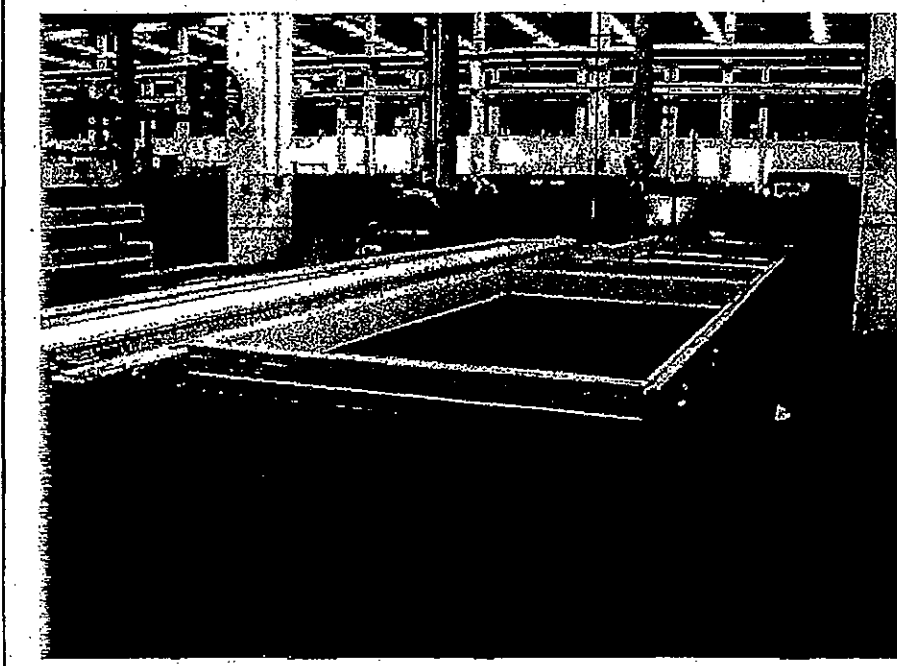
Project: Fontainebleau Tower

Date: 31 Dec 08



Remarks:

Description: Extrusions of 60,61/F is being cut and fabricated



Remarks:

Description: Units for 56 to 59/F is being assembled

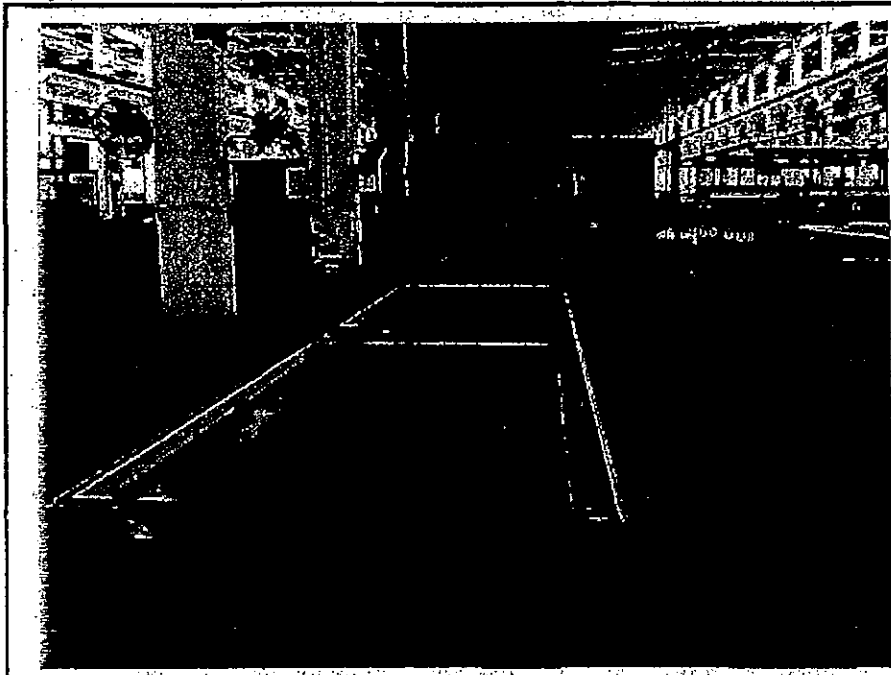


**Zetian Systems, Inc.**  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

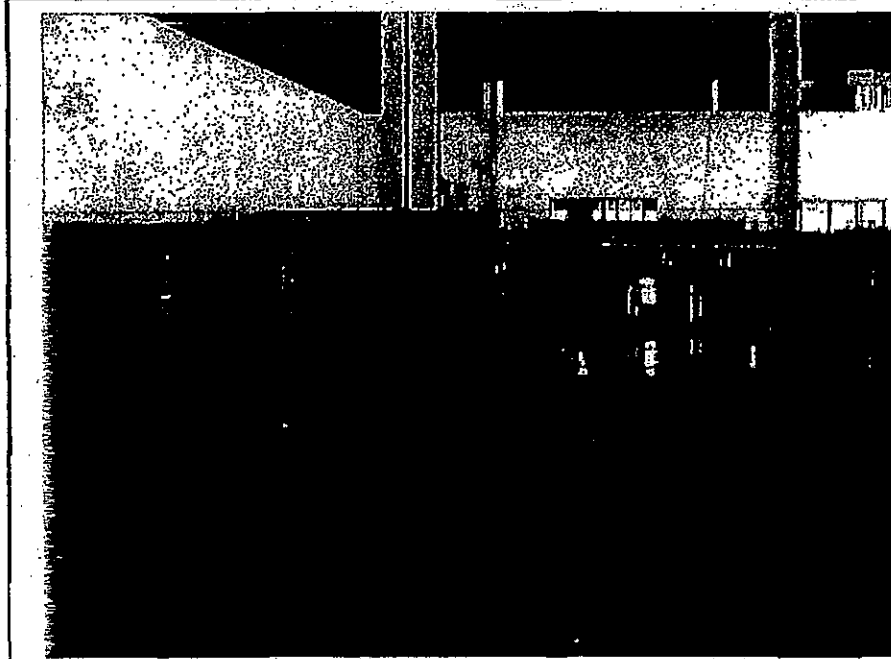
Project: Fontainebleau Tower

Date: 31 Dec 08



Remarks:

Description: Units for 56 to 59/F is being assembled



Remarks:

Description: Glass panels arrival to 59/F



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6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

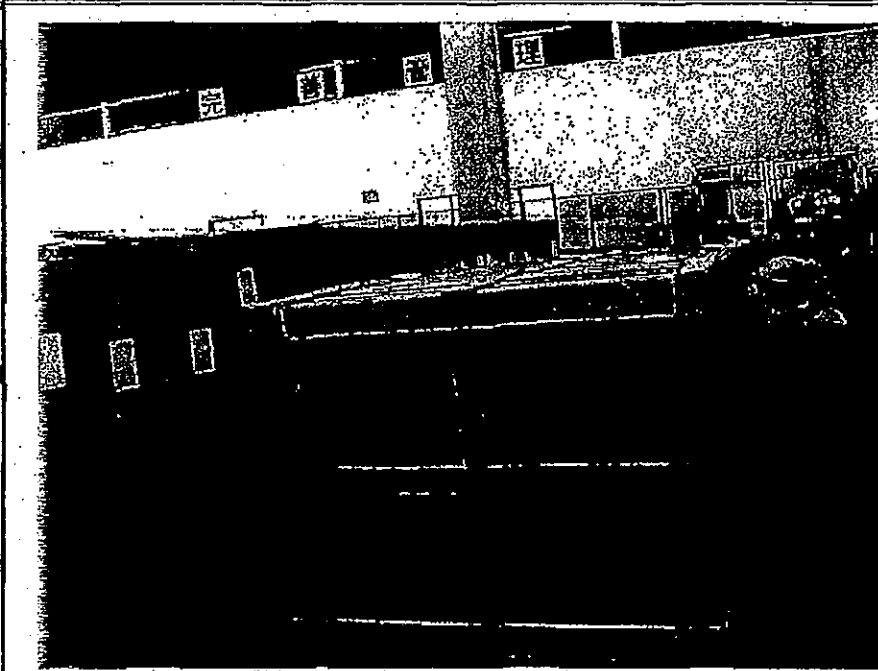
Project: Fontainebleau Tower

Date: 31 Dec 08



Remarks:

Description: Glass panels arrival to 59/F



Remarks:

Description: Glass panels arrival to 59/F



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6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

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Website: www.zetiansystems.com

### Photo Record

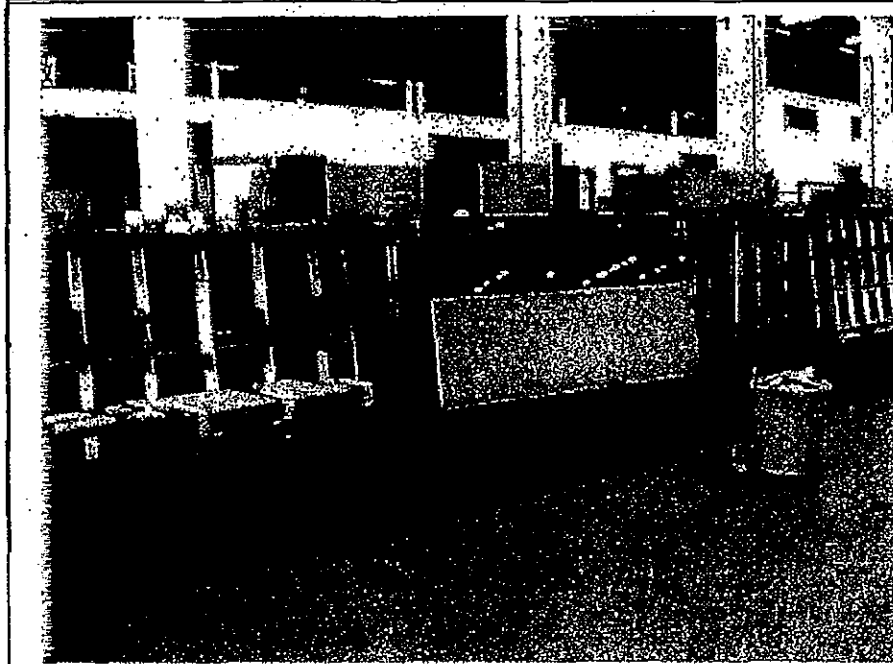
Project: Fontainebleau Tower

Date: 31 Dec 08



Remarks:

Description: Glass panels arrival to 59/F



Remarks:

Description: Glass panels arrival to 59/F



**Zetian Systems, Inc.**

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118


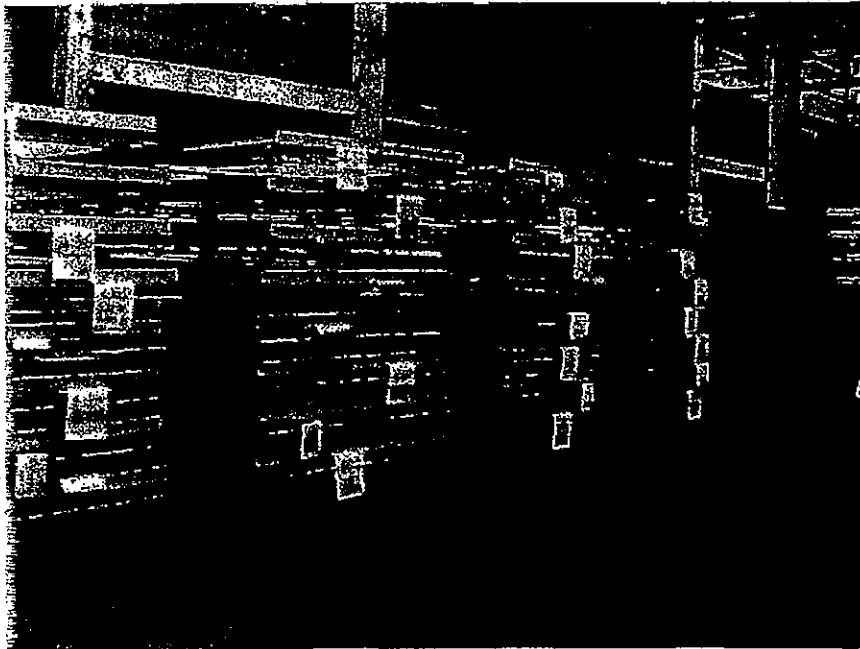
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 31 Dec 08

	Remarks:
Description: Completed Units for 56,57/F without glazed	
	Remarks:
Description: Completed Units for 56,57/F without glazed	

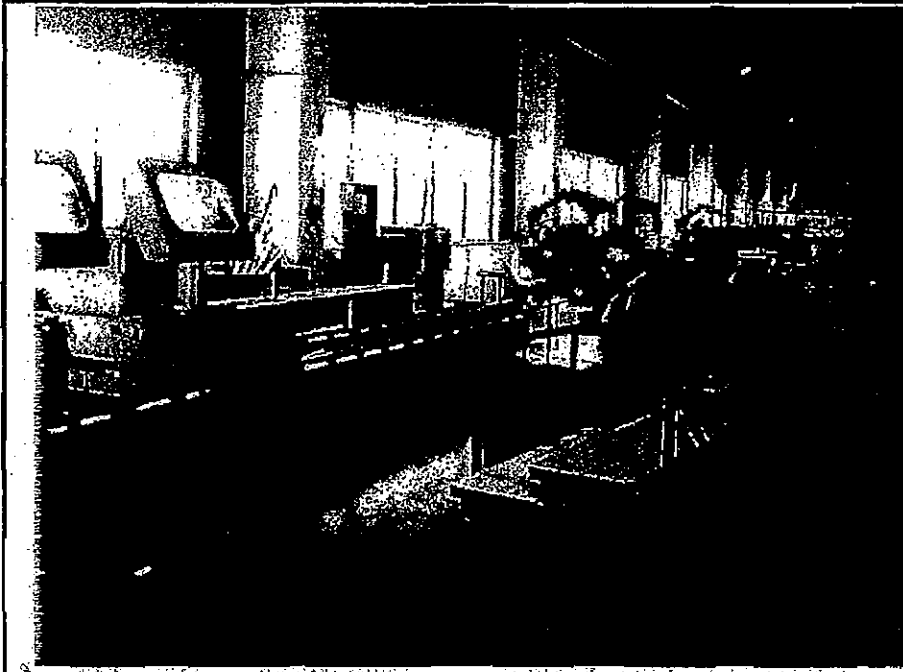


**Zetian Systems, Inc.**  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 24 Dec 08



Remarks:

Description: Extrusion Cutting and Fabrication are being to 58/F



Remarks:

Description: Extrusion Cutting and Fabrication are being to 58/F



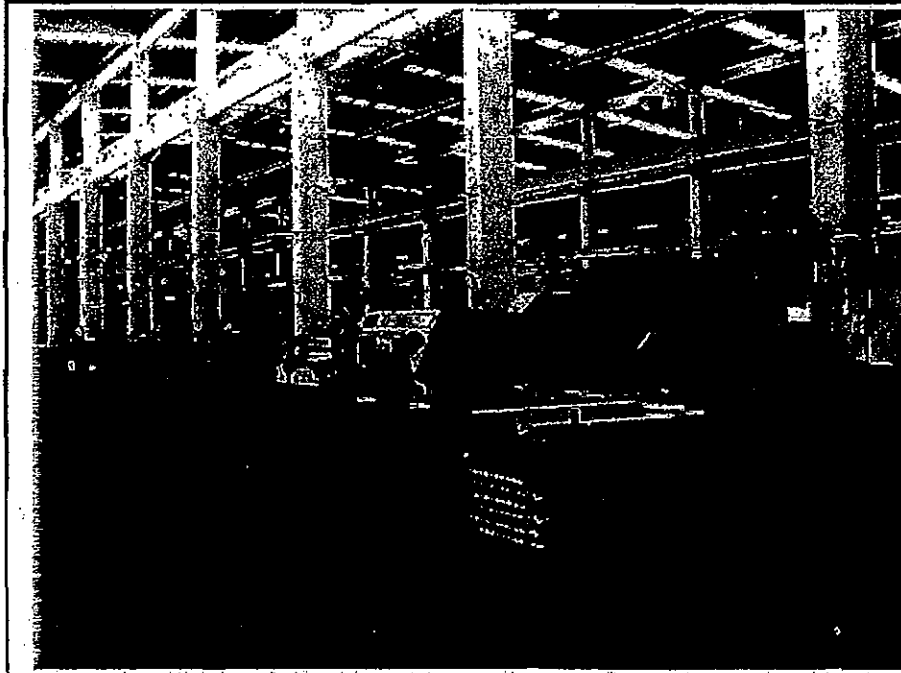


**Zetian Systems, Inc.**  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

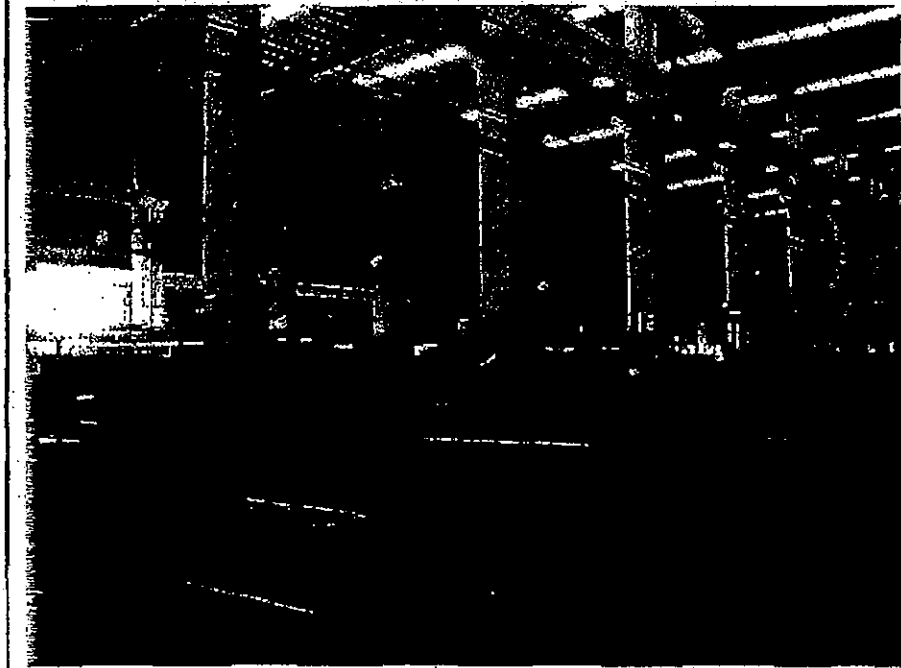
Project: Fontainebleau Tower

Date: 24 Dec 08



Remarks:

Description: Extrusion Cutting and Fabrication are being to 58/F



Remarks:

Description: Extrusion Cutting and Fabrication are being to 58/F



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TEL: 702-227-6038 FAX: 702-227-8853

Website: www.zetiansystems.com

### Photo Record

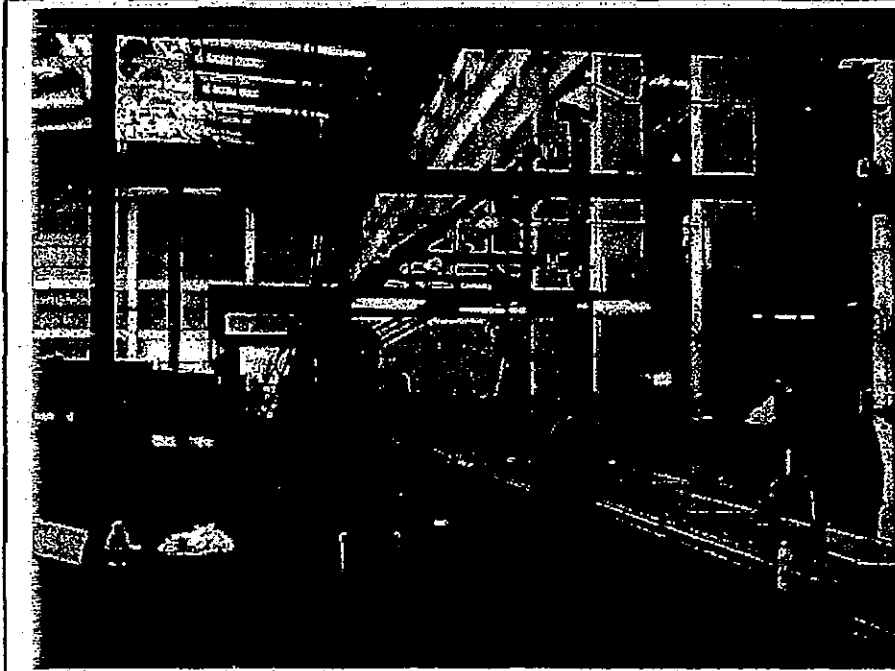
Project: Fontainebleau Tower

Date: 24 Dec 08



Remarks:

Description: Assembly yo 57/F without glazing



Remarks:

Description: Assembly yo 57/F without glazing

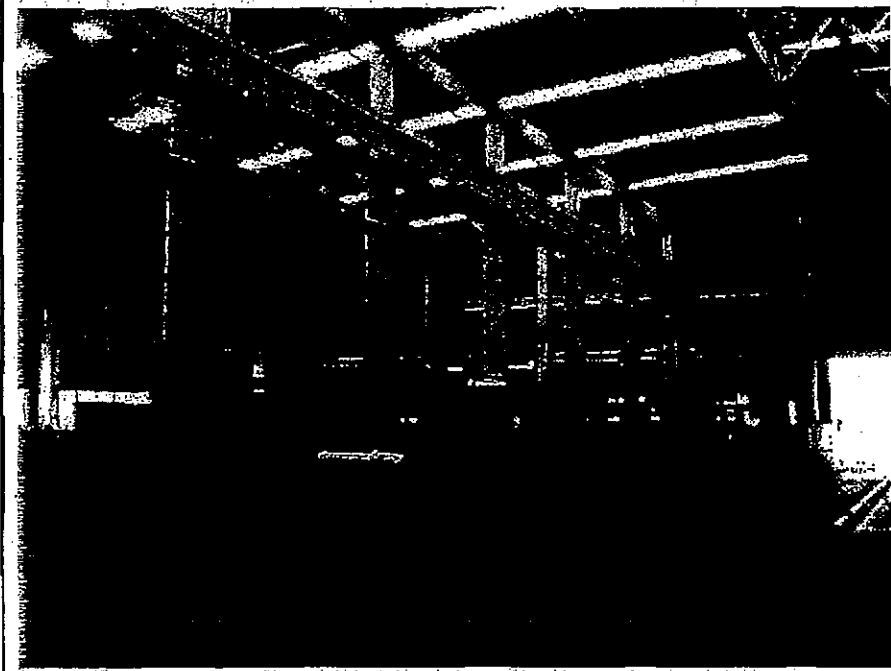


**Zetian Systems, Inc.**  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 24 Dec 08



Remarks:

Description: Units completed to 55/F



Remarks:

Description: Units completed to 55/F

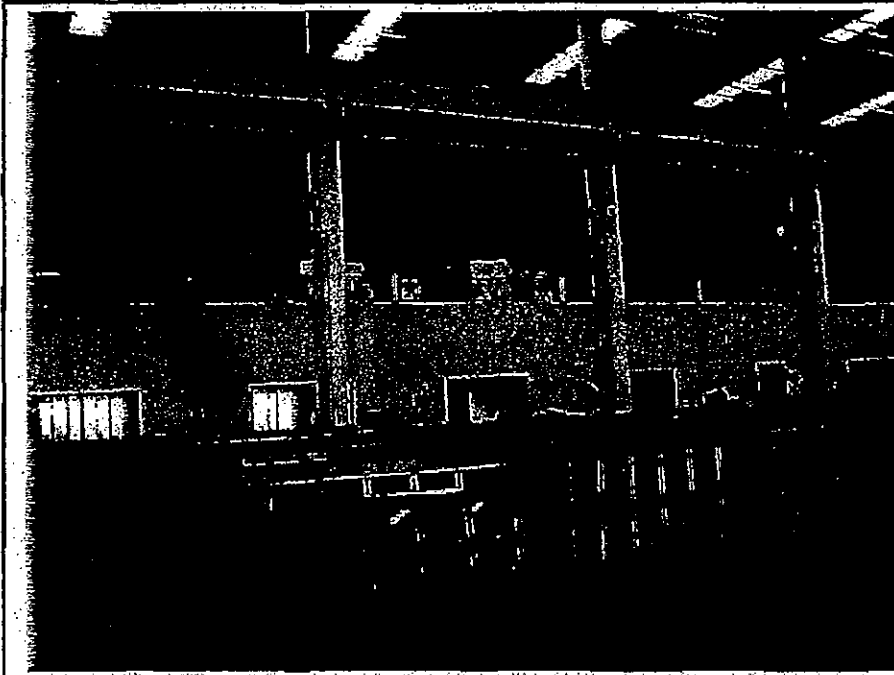


**Zetian Systems, Inc.**  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 24 Dec 08



Remarks:

Description: Glass Panel delivery to 56/F



Remarks:

Description: Glass Panel delivery to 56/F



**Zetian Systems, Inc.**  
6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118  
TEL: 702-227-6038 FAX: 702-227-8853  
Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 24 Dec 08



Remarks:

Description: Glass Panel delivery to 56/F

Remarks:

Description:

Remarks:

Description:

Remarks:



**Zetian Systems, Inc.**

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

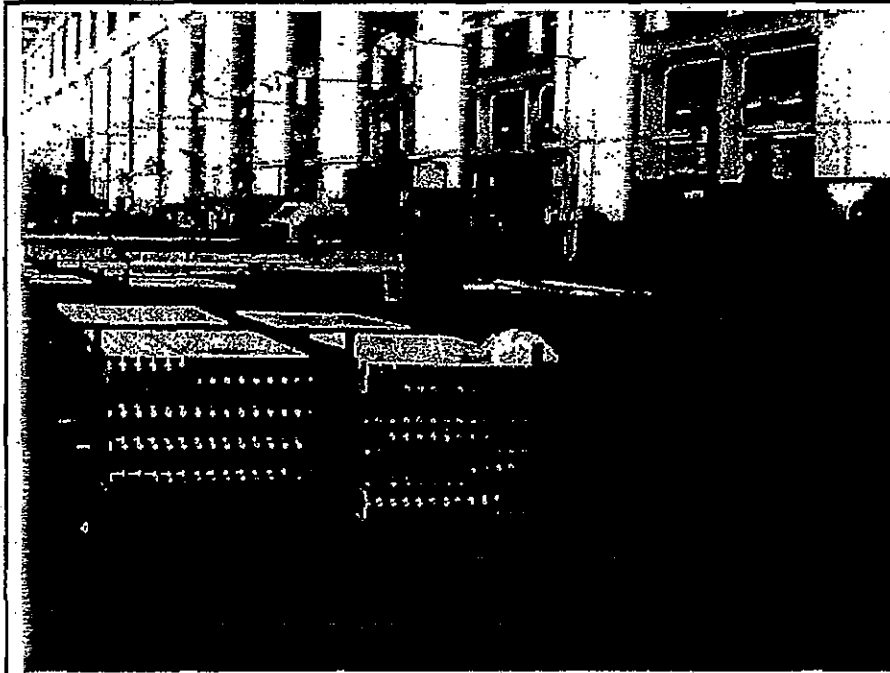
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 8 Jan 09



Remarks:

Description: Extrusion Cutting and Fabrication to 61/F



Remarks:

Description: Extrusion Cutting and Fabrication to 61/F





**Zetian Systems, Inc.**

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

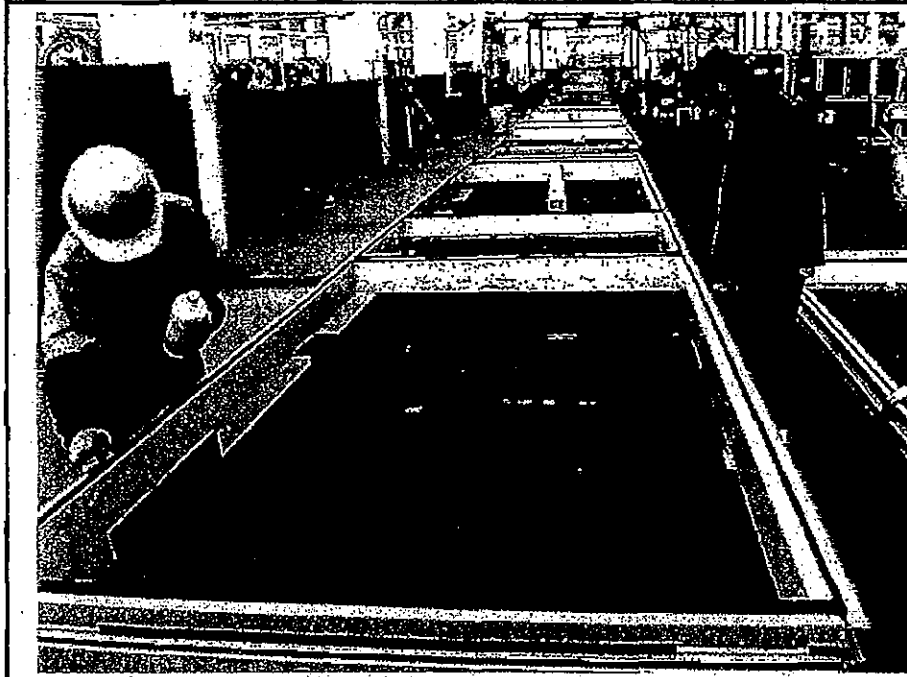
TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

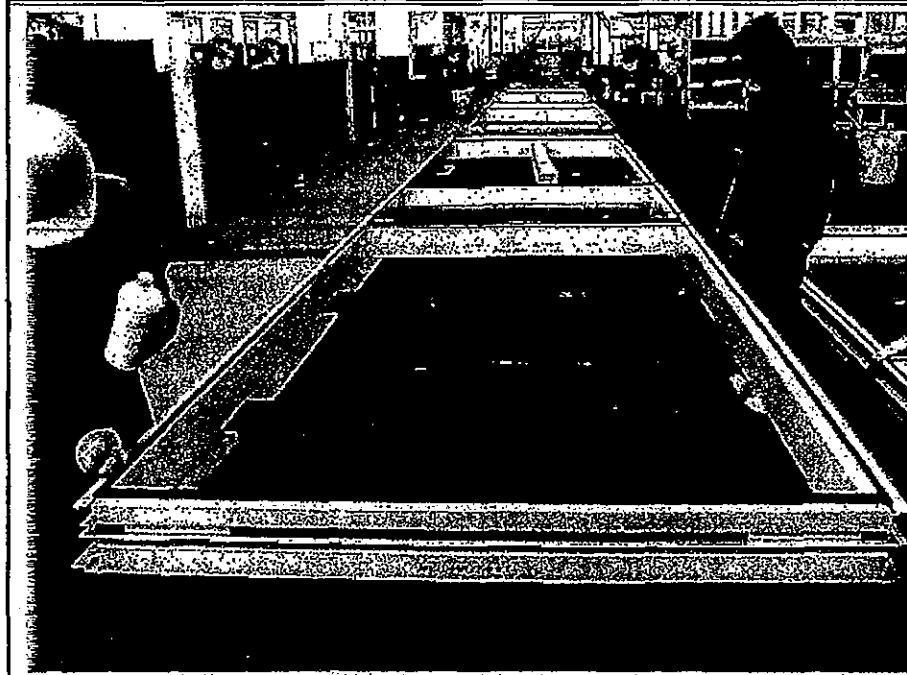
Project: Fontainebleau Tower

Date: 8 Jan 09



Remarks:

Description: Unit assembly to S9/F



Remarks:

Description: Unit assembly to S9/F



**Zetian Systems, Inc.** 371

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 8 Jan 09



Remarks:

Description: Units for 56,57/F are being glazed



Remarks:

Description: Units for 56,57/F are being glazed



**Zetian Systems, Inc.** 371

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 8 Jan 09



Remarks:

Description: Glass Delivery to 60/F



Remarks:

Description: Glass Delivery to 60/F



**Zetian Systems, Inc.** 371

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

TEL: 702-227-6038 FAX: 702-227-8853

Website: [www.zetiansystems.com](http://www.zetiansystems.com)

### Photo Record

Project: Fontainebleau Tower

Date: 8 Jan 09



Remarks:

Description: Glass Delivery to 60/F



Remarks:

Description: Glass Delivery to 60/F



**Zetian Systems, Inc.** 371

6280 S Valley View Blvd Suite 420 Las Vegas, NV 89118

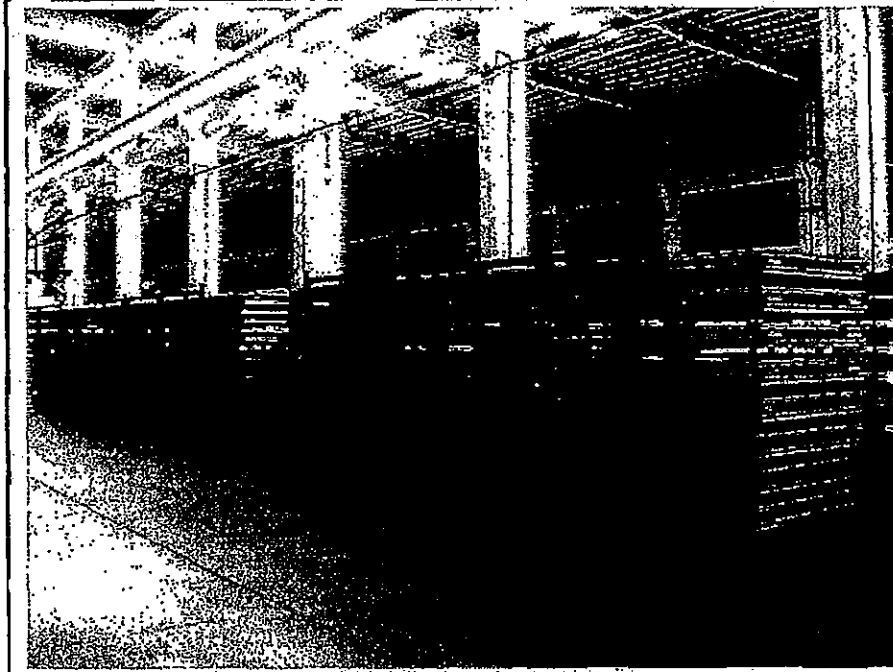
TEL: 702-227-6038 FAX: 702-227-8853

Website: www.zetiansystems.com

### Photo Record

Project: Fontainebleau Tower

Date: 8 Jan 09



Remarks:

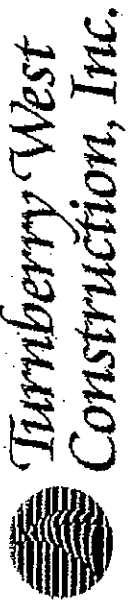
Description: Unit of 56,57/F are being completed



Remarks:

Description: Unit of 56,57/F are being completed

DEPOSIT SUMMARY



Subcontractor: **SMES**  
 Job: Tower  
 Project: Fontainebleau Las Vegas  
 Pay Application#  
 DEPOSIT STATEMENT NO. 28  
 Period Ending: 01/31/09

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 Invoices#157-Container#31 Invoices#58-Container#32	Corithian Beige Marble Corithian Beige Marble Corithian Beige Marble	17,039.76 17,675.28 17,442.72		17,039.76 17,675.28 17,442.72	0.00 0.00 0.00
<b>TOTAL:</b>		<b>\$2,187.76</b>	<b>0.00</b>	<b>\$2,187.76</b>	<b>0.00</b>



DOC# 1008

Contractor: Ital Stone, Inc.

Reconciliation: Job #10200

Date: 1/31/2009

ITEM#	Item, Qty, App #, and Date	Description	Operating Deposits	Additions	Reductions	Ending Balance
1	ST-05/2	ZCM MARBLE CALACATTA	\$ 92,206.37	\$ -	\$ 92,206.37	\$ -
2	ST-02/2	CM MARBLE GALALA	\$ 32,948.14	\$ 23,559.20	\$ -	\$ 56,507.34
3	ST-05/12.24	12X24 MARBLE TILE CALACATTA	\$ -	\$ -	\$ -	\$ -
4	GT-01	4"X3" FROSTY GLASS TILE	\$ 78,000.00	\$ -	\$ -	\$ 78,000.00
5		ANTIQUE BROWN ZCM GRANITE	\$ 164,669.07	\$ 42,719.26	\$ -	\$ 207,388.33
6		CENTER SUITES 3 BAY 55/26	\$ -	\$ -	\$ -	\$ -
7		MICHELANGELO ZCM	\$ -	\$ -	\$ -	\$ -
8		BLACK ABSOLUTE 12X24	\$ -	\$ -	\$ -	\$ -
9		BIANCO INNEVATO 12 X24	\$ -	\$ -	\$ -	\$ -
10		SHOWER FLOORS 4X4 MESH 12 GALALA	\$ 69,174.00	\$ -	\$ -	\$ 69,174.00
11		SHOWER FLOORS 4X4 MESH 12 CALACATTA	\$ -	\$ -	\$ -	\$ -
12	MG-01	MIRROR GLASS 5/8"x5/8" 12" MESH	\$ -	\$ -	\$ -	\$ -
13		ZCM CORINTHIAN BEIGE	\$ 199,050.93	\$ 22,006.53	\$ 41,742.82	\$ 179,314.64
			\$ -	\$ -	\$ -	\$ -
			\$ 630,048.51	\$ 88,284.99	\$ 133,949.19	\$ 584,384.31

Operating Deposits	\$ 630,048.51
Additions	\$ 88,284.99
Total Deposits	\$ 718,333.50
Less Reductions	\$ (133,949.19)
Remaining Deposits	\$ 584,384.31

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: 4386-06iNV  
Invoice Date: Jan 19, 2009  
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		1/19/09

Quantity	Item	Description	Unit Price	Amount
2,978.85		ST02/2 - 2cm 3/4" MarbleSlab Galala, Pck List#473	4.50	13,404.83
1.00		Less 20% Deposit applied Leed Deferral certificate on File. Tax Exempt sale	2,680.97	-2,680.97
Subtotal				10,723.86
Sales Tax				
Total Invoice Amount				10,723.86
Payment/Credit Applied				
<b>TOTAL</b>				<b>10,723.86</b>



*1/20/09*

Date:	<i>1/20/09</i>
Commit #	<i>200ITA093003</i>
Job #	<i>10200</i>
Code:	<i>10200</i>
Gross \$	
Retention \$	
Net \$	<i>10,723.86</i>
Approval #1	
Approval #2	

Check/Credit Memo No:

ITALSTONE INC.

# INVOICE

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

Invoice Number: 4426-07INV  
 Invoice Date: Jan 19, 2009  
 Page: 1  
 Duplicate

**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

## 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
VENTRED	DELIVER	1/19/09

Quantity	Item	Description	Unit Price	Amount
3,549.44		2 cm (3/4") Marble Slab, Corinthian Belge.	7.75	27,508.16
1.00		Pck List#105 Less 20% Deposit applied Leed Deferral certificate on file. Tax exempt sale	5,501.63	-5,501.63
Subtotal				22,006.53
Sales Tax				
Total Invoice Amount				22,006.53
Payment/Credit Applied				
<b>TOTAL</b>				<b>22,006.53</b>

Date: \_\_\_\_\_  
 Commit # 200ITA093003  
 Job # 10200  
 Code: \_\_\_\_\_  
 Gross \$ \_\_\_\_\_  
 Retention \$ \_\_\_\_\_  
 Net \$ 22,006.53  
 Approval #1 \_\_\_\_\_  
 Approval #2 \_\_\_\_\_



Check/Credit Memo No:







PROJECT: Fontainebleau Las Vegas, LLC  
 Submitted by: Miele, Inc.  
 Location: Econ Appliance Warehouse - Deposit  
 Application #: 4 Revised  
 Period To: 1/27/2009

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	\$ 68,046.92	\$ 25,017.00	44,029.92	✓
H4041BM	Knob Control Speed Oven	\$ 65,062.80	\$ -	65,062.80	
CS 1112 E	208v Cooktop	\$ 31,252.65	\$ -	31,252.65	
CS 1122 E	208v Cooktop	\$ 38,311.35	\$ -	38,311.35	
KFN9755IDE	24" Bottom Mount Refrigerator	\$ 132,318.54	\$ 47,941.50	84,377.04	✓
		0			
	Total Deposit	\$ 335,992.26	\$ 72,958.50	263,033.76	✓
		0			
		0			
		0			
G818SCVI	18" Slimline Dishwasher	69	25	44	
H4041BM	Knob Control Speed Oven	55		55	
CS 1112 E	208v Cooktop	55		55	
CS 1122 E	208v Cooktop	55		55	
KFN9755IDE	24" Bottom Mount Refrigerator	69	25	44	
		0			
	Total Unit Deposit	303	50	253	

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.



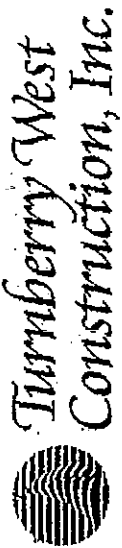
**Contractor:** Bombard Mechanical

**Reconciliation:** Job #10200

**Date:** 1/31/2009

Item Description	Original Period	Additional Period	Reduction Period	Final Balance
10200 Temp. Controls Equipment. Line Item 263	\$ 83,762.00	\$ -	\$ 83,762.00	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ 83,762.00	\$ -	\$ 83,762.00	\$ -

**DEPOSIT SUMMARY**



Subcontractor: Giroux Glass  
 Job: 10500  
 Project: Fontainebleau Las Vegas  
 Pay application: January-09

DEPOSIT STATEMENT NO. 6  
 Pay App NO.: 15  
 Period Ending: 01/31/09

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	16,000 \$ 61,000 \$ 23,000 \$ 100,000 \$	- - - -	- - - -	16,000.00 \$ 61,000.00 \$ 23,000.00 \$ 100,000.00 \$
April 08 Channel Glass	Deposit Requested for Channel Glass - Riviera Channel Glass Las Vegas Blvd. Elevation	126,300 \$ 66,010 \$ 194,310 \$	- - -	- - -	126,300.00 \$ 66,010.00 \$ 194,310.00 \$
August 08 Curtain Wall	Deposit Request for Curtain Wall Meeting Room-\$204,508- Dec 08	0 \$ -	- -	- -	0.00 \$ -
October 08 Channel Glass	Riviera Blvd., Las Vegas Blvd., Pool Deck Facing Inv. # 8100547 -IN - Bendheim Container #1 - ETA - 10/31/08	193,569 \$	-	-	193,568.76 \$
Channel Glass	Inv. # 8100549 -IN - Bendheim Container #2 - ETA - 11/07/08	193,569 \$	-	-	193,568.76 \$
Channel Glass	Inv. # 8100550 -IN - Bendheim Container #3 - ETA - 11/14/08	193,569 \$	-	-	193,568.76 \$
Channel Glass	Inv. # 8100551 -IN - Bendheim Container #4 - ETA - 11/21/08	193,569 \$	-	-	193,568.76 \$
	Subtotal	774,275 \$	-	-	774,275.00 \$
November 08 Channel Glass	Riviera, Las Vegas Blvd, Pool Deck Facing Inv. # 8100559-IN - Bendheim Container #5- ETA - 12/12/08	118,796.00 \$	-	-	118,796.00 \$
Curtain Wall Glass-PO-051081	Meeting Room- Old Castle Glass- PO# 051081 Order # 19494, 19495, 19500, 19501, 19502, 19510- ETA- 11/26/08	158,796.00 \$	-	-	158,796.00 \$
Curtain Wall Materials-PO#053107	Pecora Silicone Sealant - Construction Sealants & Supply- ETA- 11/26/08	12,971.00 \$	-	-	12,971.00 \$
	Subtotal	290,565.00 \$	-	-	290,565.00 \$
December 08 N/A					
January 09 N/A					
	<b>Total:</b>	1,359,150.04			1,359,150.04

RETAIL PROMENADE DEPOSIT SCHEDULE

DOC#4414-004

Contractor: Ital Stone, Inc.

Reconciliation: Job #4414-000 *POOJUM*

Date: 01.31.2009

Item #	Description	Quantity	Unit	Rate	Total	Balance
1	CT-2001 Glass Mosaic Columns Veneer in 3/8" x 3/8" tiles	35,520.12		\$	\$ 35,520.12	
2	MA-2001 Stone Mosaic 5/8" x 5/8" floor pattern mesh pixel 12"x12"	135,044.70		\$	\$ 135,044.70	
3	MA-2013/CO Calacatta Gold polished for bench around columns	4,112.64		\$	\$ 4,112.64	
4	MA-2013/A Calacatta Gold 18"x48"x3/4" cut to size	206,404.18		\$	\$ 206,404.18	
6	MA-2013/B Calacatta Gold 6"x36"x3/4" Door Threshold	879.24		\$	\$ 879.24	
7	MA-2013/D Calacatta Gold 8"x48"x3/4" running floor base 1/4" bev upper	7,344.24		\$	\$ 7,344.24	
8	MA-2013/F Calacatta Gold 3/4" polished slabs cut to size Walk drink fount.	775.80		\$	\$ 775.80	
9	MA-2012 Calacatta Gold 3/4" polished slabs cut to size Well Elev Lobby.	879.24		\$	\$ 879.24	
10	MA-2035 Grey River polished marble floor s.c. 12"x48"x3/4"	39,790.56		\$	\$ 39,790.56	11,257.50
11	MA-2035 Grey River polished marble floor s.c. 24"x48"x3/4"	96,915.86		\$	\$ 96,915.86	22,087.50
12	MA-2039 Grey River polished marble floor s.c. 12"x48"x3/4" B	10,830.00		\$	\$ 10,830.00	10,830.00
13	MA-2036 Grey River polished marble floor s.c. 24"x48"x3/4" B	4,218.00		\$	\$ 4,218.00	
14	Lebor Water Jet cut and size	18,000.00		\$	\$ 18,000.00	
				\$	\$ 17,674.56	
				\$	\$ 18,440.64	
				\$	\$ 18,872.00	
				\$	\$ 18,000.00	
				\$	\$ 52,987.20	44,175.00
				\$	\$ 560,714.68	569,526.88

Opening Deposits  
 Additions  
 Total Deposits  
 Less Reductions  
 Remaining Deposits

\$	560,714.68	\$	52,987.20	\$	44,175.00	\$	569,526.88
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**ORIGINAL**

**PACKING LIST SUMMARY**

PACKING LIST #100

DATE: 1/2/09

item#	dim	dim	sq. ft	material
MA2036	24"	48"	3,872.00	2CM GREY RIVER POLISHED TILES
			3,872.00	total sq ft

CONTAINER#:

SHIP/SHIPPING LINE: Zim

WEIGHT KG 19800

ETA: 1/31/2009 ARRIVAL PORT: LONG BEACH, CA

VENDOR: HTTY

**ORIGINAL**

**PACKING LIST SUMMARY**

PACKING LIST # 98

DATE: 1/2/09

item#	dim	dim	sq. ft	material
MA2036	24"	48"	3,872.00	2CM GREY RIVER POLISHED TILES
			3,872.00	total sq ft

CONTAINER#:

SHIP/SHIPPING LINE: Zim

WEIGHT KG 19800

ETA: 1/31/2009 ARRIVAL PORT: LONG BEACH, CA

VENDOR: HTTY

### PACKING LIST SUMMARY

**ORIGINAL**

PACKING LIST # 97

DATE: 1/2/09

item#	dim	dim	sq. mtr	material
MA2036	12"	48"	360.00	2CM GREY RIVER POLISHED TILES
			3,876.00	total sq ft

CONTAINER#:

SHIP/SHIPPING LINE: Zim

WEIGHT KG 19800

ETA: 1/31/2009 ARRIVAL PORT: LONG BEACH, CA

VENDOR: HTTY



**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 # SIXTEEN (16)  
 Contract Number: 100DES024011  
 Payment Amount: \$ 22,312.00  
 Payment Period: January 9, 2009

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: 1/20/09

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

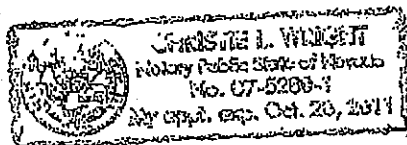
By: *Cindy Foster*  
CINDY FOSTER  
Its: CONTROLLER

State of NEVADA )  
County of CLARK ) ss.

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

CINDY FOSTER  
dated this 20th day of January, 2009

*Christie L. Wright*  
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: 18

Payment Amount: \$30,473.00

Payment Period: 1/31/09

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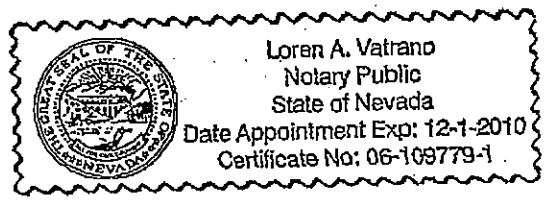
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 19th day of January, 2009.

Subscribed and sworn before me this 19th  
Day of January, 2009  
Notary Public: Loren A. Vatrano  
My commission expires: 12-1-2010

Southern Nevada Paving  
By: [Signature]  
Its: Lisa Alfaro/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: Site Work at 2755 Las Vegas Blvd. South, Las Vegas, Nevada

Undersigned's Customer: Fontainebleau Las Vegas, LLC

Invoice / Payment Application Number: Pay App #26 Site Work, Job #10100

Payment Amount: \$96,751.95 ✓

Payment Period: 1-31 January, 2009

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 January, 2009.

Subscribed and sworn before me this 31<sup>st</sup>  
Day of January 2009  
Notary Public: *Kellie J. Martin*  
My commission expires: 1/26/11

TURNBERRY WEST CONSTRUCTION, INC.  
By: *Robert W. Oehrli*  
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: Application 10

Payment Amount: \$ 25,370.69

Payment Period: 1/20/09

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 16 day of January, 2009

Subscribed and sworn before me this 16<sup>th</sup>  
Day of January, 2009  
Notary Public: Sheri Olson  
My commission expires: 3-1-09

Wells Fargo, Inc.  
By: Susan McLeimach  
Its: A/R

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 15 Dewatering

Payment Amount: \$ 5,631.00

Payment Period: thru 12/11/08

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.

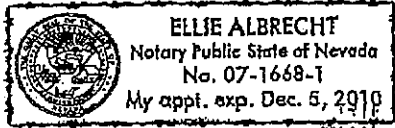
Dated this 28<sup>th</sup> day of January, 2009.

Desert Plumbing & Heating

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January, 2009  
Notary Public: Juan Almont  
My commission expires: Dec. 5, 2010

Print Name CINDY 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.



SF 080501

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: \$ 26,421.00

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.

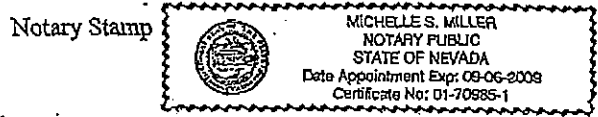
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 29<sup>th</sup> day of January, 2009.

Southern Nevada Paving

Subscribed and sworn before me this 29<sup>th</sup>  
Day of January, 2009  
Notary Public: Michelle S. Miller  
My commission expires: 9/6/09

Print Name Ginger Karr  
By: Bruce Kerr  
Its: Asst. Credit Mgr



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 #25, Site Work, Job #10100

Payment Amount: \$34,135.33

Payment Period: 1-31 December, 2008

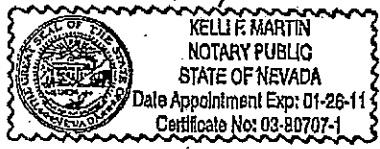
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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 January, 2009.

Subscribed and sworn before me this 31st  
Day of January, 2009  
Notary Public: [Signature]  
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.  
By: [Signature]  
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: SII31001 PA 10 (1000) site

Payment Amount: \$ 15108.48

Payment Period: thru 12/31/08

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.

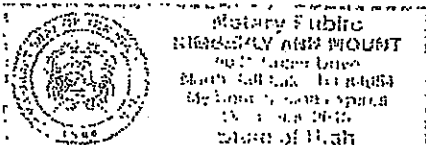
Dated this 29 day of Jan, 2009.

Subscribed and sworn before me this 29  
Day of Jan, 2009  
Notary Public: Kimberly Ann...  
My commission expires: 01/15/2010

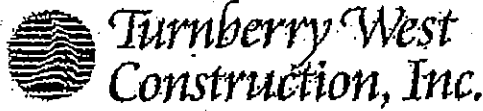
VFC Inc

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: #15
Payment Amount: \$ 4,106,957.00
Payment Period: Through January 31, 2009

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: January 19, 2009

Subscribed and sworn before me this: 19th Day of January, 2009

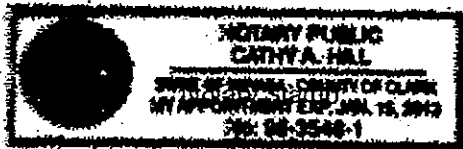
Notary Public: Cathy A. Hill
My commission expires: 1-15-2013

Aderholt Specialty Company, Inc.
(Company Name)

By: Sherry Aderholt

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

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

This release is in the amount of \$3,000.00 and covers work through 1/31/2009. This release is contingent upon receipt of \$3,000.00, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

*American Crane & Hoist Erectors, LLC*

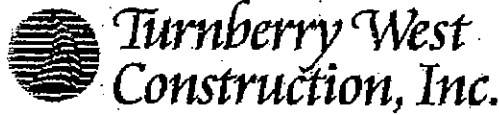
Subscribed and sworn to before me this 15<sup>th</sup> day of January 2009

*[Handwritten Signature]*  
Notary Public - *[Handwritten Name]*

Signature  
Anthony Jackson

1/15/2009  
Date

MELISSA NICOLETTI  
NOTARY PUBLIC  
STATE OF NEVADA  
ABPT. No. 08-0316-5  
MY ABPT. 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: 13

Payment Amount: \$ 2,941,735.81

Payment Period: Through 1/20/09

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.

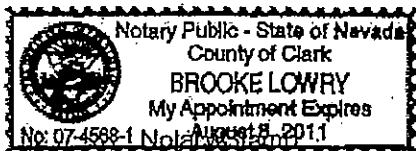
DATED: 1-20-09

Subscribed and sworn before me this: AMI Hospitality, LLC (Company Name) 20th Day of January, 2009

Notary Public: [Signature] By: Melinda Buckland

My commission expires: August 8, 2011 Print Name: MELINDA BUCKLAND

Title: Staff Accountant



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:	FONTAINBLEAU TOWER
Property Location:	LAS VEGAS, NV
Undersigned's Customer:	TURNBERRY WEST CONSTRUCTION
Invoice/Payment Application Number:	INV# 26330
Payment Amount:	\$6,574,916.00

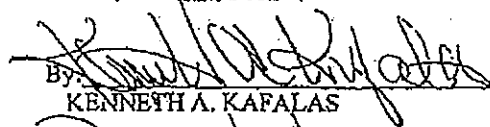
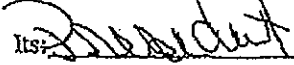
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice 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:


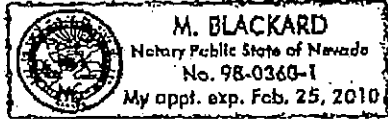
This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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.

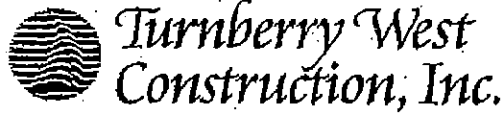
Dated: JAN 20, 2009

BOMBARD ELECTRIC, LLC

By:   
 KENNETH A. KAFALAS  
 Its: 

1-20-09



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.#18

Payment Amount: \$ 3,223,010.00

Payment Period: Through 1/31/09

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.

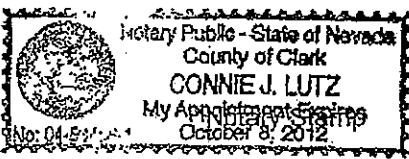
DATED: 1/20/09

Subscribed and sworn before me this: 20th Day of January 2009 Bombard Mechanical, LLC (Company Name)

Notary Public: [Signature] By: [Signature]

My commission expires: 10/08/2012 Print Name: Deanna Clark

Title: Contract Administrator



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: 11

Payment Amount: \$111,668.48

Payment Period: January, 2009

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 20<sup>th</sup> day of January, 2009.

State of Nevada

County of Clark

Subscribed and sworn before me this 20<sup>th</sup> Day of JANUARY, 2009

Notary Public: [Signature]

My commission expires: 5/20/12

Company: Cadillac Stone Works, LLC

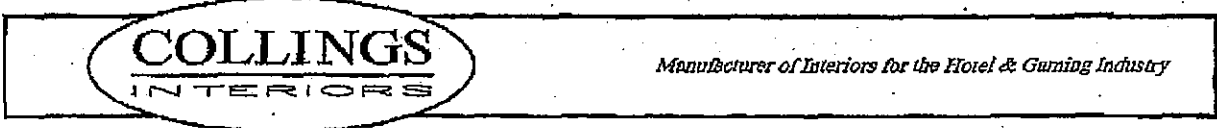
By: [Signature]

Name: Robert Costa

Title: Member Manager

Notary Stamp





UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Resorts

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

Undersigned's Customer: Turnberry Construction

Invoice / Payment Application: #08001-01 RETENTION

Payment Amount: \$154,296.43

Payment Period: 01/15/09 - 01/31/09

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 Invoices 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, modification 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 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 24 day of January, 2009.

Subscribed and sworn before me this 21st Day of January, 2009 Notary Public: Diana Marie Young My commission expires: April 7, 2011

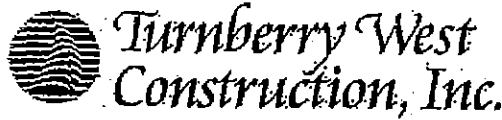
Collings Interiors LLC By: [Signature] David M. Collings

Its: 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, even if you have been. If you have not been paid, use a conditional release form.



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: 1

Payment Amount: \$36,000.00

Payment Period: Through 01/31/09

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: 01/20/09

Subscribed and sworn before me this: 20th Day of January, 2009

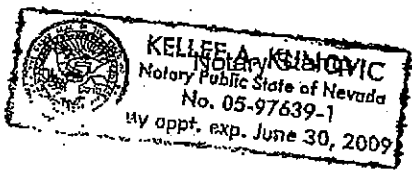
Commercial Roofers, Inc. (Company Name)

Notary Public: Kellee A. Kubicovic My commission expires: 6/30/09

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 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-0001-22

Payment Amount: \$ 138,651.00

Payment Period: 01/31/09

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 19th day of January, 2009.

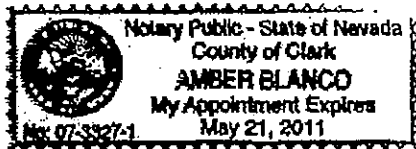
Subscribed and sworn before me this 19th  
Day of January, 2009  
Notary Public: Amber Blanco  
My commission expires: 5/21/2011

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-SEVEN (27)  
 Contract Number: 200DES154001  
 Payment Amount: \$ 1,617,874.00  
 Payment Period: January 31, 2009

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: January 20, 2009

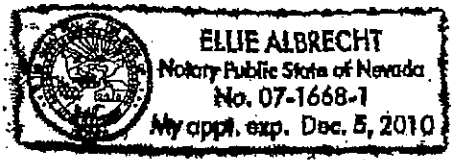
DESERT PLUMBING & HEATING CO., INC.  
(Company Name)

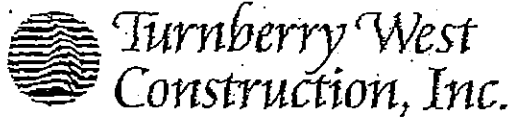
By: *[Signature]*  
CINDY FOSTER  
Its: CONTROLLER

State of NEVADA )  
 ) ss.  
County of CLARK )

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:  
CINDY FOSTER  
dated this 20TH day of January, 2009

*[Signature]*  
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: # 8

Payment Amount: \$ 54,847.38

Payment Period: Through 1/31/09

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: 1-19-09

Subscribed and sworn before me this: 19th Day of JANUARY, 2009

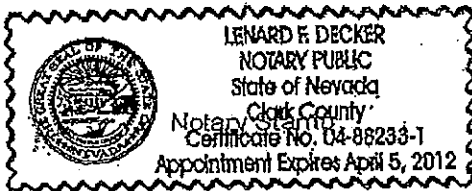
DOOR-KO, INC. (Company Name)

Notary Public: Leonard E. Decker My commission expires: 4-5-2012

By: Dale S. Kooker

Print Name: Dale S. Kooker

Title: PRESIDENT



Turnberry West Construction, Inc. 2755 Las Vegas Blvd S Las Vegas, NV 89109 (702) 495-3661 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: 3351-10

Payment Amount: \$ 165,593.00

Payment Period: January 31, 2009

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 20th day of January, 2009.

Subscribed and sworn before me this 20<sup>th</sup>  
Day of January, 2009

Notary Public: [Signature]  
My commission expires: 9/07/11

Eberhard Southwest Roofing, Inc.

By: [Signature]  
Paul McKellar

Its: Vice-President

Notary Stamp



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

TURNBERRY/FONTAINEBLEAU RESORTS

JOB #

IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of [REDACTED] and covers work through [REDACTED]. This release is contingent upon receipt of [REDACTED], but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

[REDACTED]

Company

[REDACTED]

Signature

[REDACTED]

Title

[REDACTED]

Date



**F. RODGERS**<sup>Corp.</sup>  
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: 15521036614 Thru 1/31/09

Payment Amount: \$ 451,325.53

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: 1/22/09

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 22nd day of January, 2009.

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

**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: \$ 142,212.00

Payment Period: 1/31/09

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 of 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 14 day of January, 2009

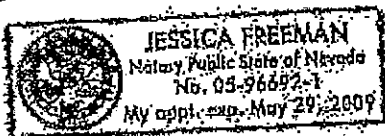
Subscribed and sworn before me this: 14  
Day of: JANUARY, 2009  
Notary Public: JESSICA FREEMAN  
My commission expires: 5/24/09

Freeman's Carpet Service

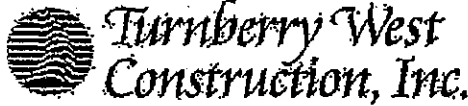
By: Bryan Freeman

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 2424 / Application # 16 Tower 200GAL082001
Payment Amount: \$4,706,683.00
Payment Period: January 31, 2009

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: 1/20/2009

Subscribed and sworn before me this: 20th Day of January, 2009

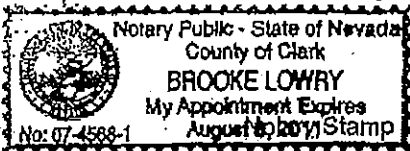
Gallagher-Kaiser Corporation (Company Name)

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: \$148,670.38

Payment Period: 1-31-09

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.

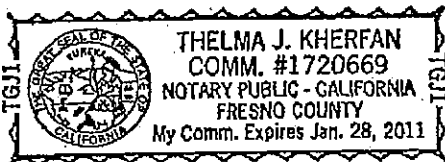
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 19<sup>th</sup> day of January, 2009

Subscribed and sworn before me this 19<sup>th</sup>  
Day of January, 2009  
Notary Public: *[Signature]*  
My commission expires: Jan 28, 2011

Notary Stamp

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



**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: 15330-01

Payment Amount: \$44,571.00

Payment Period: January 31, 2009

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 January, 2009

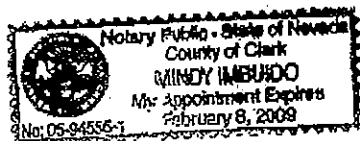
Subscribed and sworn before me this 15th  
Day of January, 2009  
Notary Public: [Signature]  
My commission expires: 02/08/09

HENRI SPECIALTIES CO., INC.

By: [Signature]

Its: James H. Gormley, President

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Job #: 227TUR1A

Property Name: FONTAINEBLEAU

Property Location: 2755 LAS VEGAS, BLVD

Undersigned's Customer: URNBERRY WEST CONSTRUCTION

Invoice/Payment Application #: 0009177P2

Payment Amount: \$ 9,943.00

Payment Period: 12/1/08 to 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 rights, 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 all work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer, for only 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.

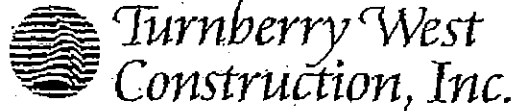
DATED: December 31, 2008

**Insulpro Projects**

(Company Name)

By: 

Its: Michael Reed / AUTHORIZED AGENT



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: Inv #21381 / App #11

Payment Amount: \$ 1,016,971.20

Payment Period: Through 1/31/09

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.

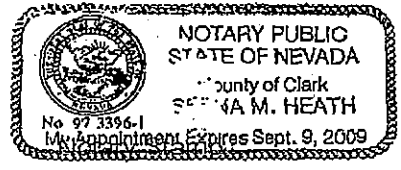
DATED: 1/20/09

Subscribed and sworn before me this 20th Day of January, 2009, by [Signature] MIDWEST PRO PAINTING, INC. (Company Name)

Notary Public: [Signature] My commission expires: 9/9/09 By: [Signature]

Print Name: Demetrios Livanos

Title: President



Turnberry West Construction, Inc. 2755 Las Vegas Blvd S Las Vegas, NV 89109 (702) 495-7366 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: Revised 4

Payment Amount: \$ 263,033.76 ✓

Payment Period: Thru JAN 31, 2009

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 27 day of Jan, 2009.

Subscribed and sworn before me this 27  
Day of JAN 2009  
Notary Public: [Signature]  
My commission expires:

Company Miele Inc  
By: Printed Name JULIE MASSAD  
Its: Accounting Manager

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



**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. #112207 - App #28

Payment Amount: \$ 36,819.21 ✓

Payment Period: Thru January 31, 2009

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:

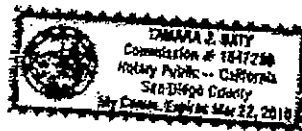
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 28th day of January, 2009.

Subscribed and sworn before me this 28th  
Day of January 2009  
Notary Public: [Signature]  
My commission expires: 03/22/2010

Notary Stamp



Pacific Coast Steel

By: [Signature]

Its: Janessa Finley - Accounting

**CONDITIONAL WAIVER AND RELEASE**

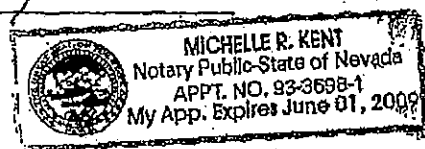
**UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC  
 Property Location: 2827 Paradise Road, 4<sup>th</sup> Floor  
 Undersigned's Customer: Turnberry West Construction  
 Invoice/Payment Application Number: #4  
 Payment Amount: \$505,885.30

Upon receipt by the undersigned of a check in the above-reference 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, rules or statue 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 supplies for all work, materials or equipment that are the subject of this waiver and release.

Dated: January 30, 2009  
 Company Name: Paramount Management Enterprises LTD  
 By: [Signature]  
 Matt Beavers  
 Its: Owner/President  
 Subscribed and sworn before me this 19<sup>th</sup> Day of January 2009  
 Notary Public: Michelle R. Kent  
 My Commission expires: June 1, 2009



### 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. # 400RFE014001  
IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$338,708 and covers work through 12/31/2008 . This release is contingent upon receipt of \$338,708 , 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 21<sup>st</sup> day of January 2009  
Notary Public: *Melissa Nicoletti*  
My Commission expires: 7/27/2012

Republic Towers & Hoist  
Company

*Raymond Bellamy*  
Signature

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

1/21/2009  
Date

**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. # 400RTH014001  
IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$369,671 and covers work through 1/31/2009 . This release is contingent upon receipt of \$369,671 , 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*  
Company

Signature *[Handwritten Signature]*

By Raymond Bellamy Date 1/20/2009

Subscribed and sworn to before me this 20<sup>th</sup> day of January, 2009  
Notary Public: *Caryl Osborn*  
My Commission expires: 4/12/10

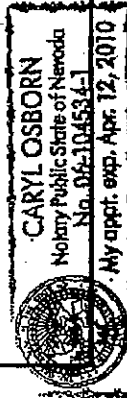


Exhibit R

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: #11 01/31/09 Payment Amount: 2,504,153.69

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

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

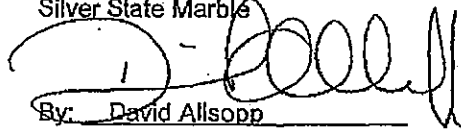
Upon receipt by the undersigned of a check in the sum of \$ 2,504,153.69 payable to Silver State Marble LLC and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right 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 01/31/09 [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 31<sup>st</sup> day of January, 2009

CONTRACTOR/LABORER/SUPPLIER:

Silver State Marble

  
By: David Allsopp

Title:

OWNER, OFFICER or PARTNER

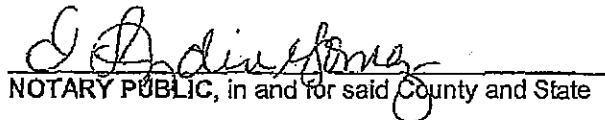
STATE OF Nevada )

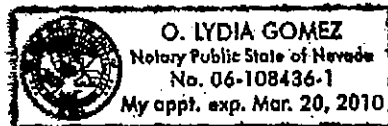
) ss.

COUNTY OF Clark )

On this 31<sup>st</sup> day of January, 2009 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.

  
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-Tower

Property Location: 2755 Las Vegas Blvd. South

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 914118 / APP #18

Payment Amount: \$1,712,436 ✓

Payment Period: 1/01/2009-1/31/2009

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 13<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 13

Day of Jan., 2009

Notary Public: Susan Schmidt Birge

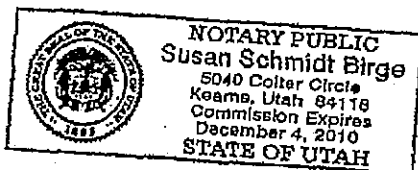
My commission expires: 12-4-2010

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: 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 #26, Tower, Job #10200

Payment Amount: \$39,624,382.24 ✓

Payment Period: 1-31 January, 2009

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:

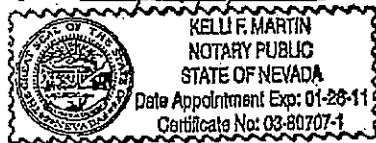
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 January, 2009.

Subscribed and sworn before me this 31<sup>st</sup>  
Day of January, 2009  
Notary Public: Kelli F. Martin  
My commission expires: 1/26/11

Notary Stamp



**TURNBERRY WEST CONSTRUCTION, INC.**

By: Robert W. Gehrl  
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

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 4

Payment Amount: \$ 1,534,672.00

Payment Period: 1-01-2009 to 12-31-2009

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.

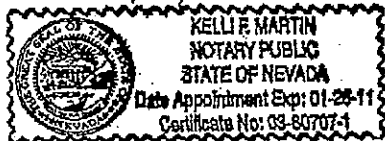
Dated this 20<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 20<sup>th</sup>  
Day of January, 2009  
Notary Public: Kelli E. Martin  
My commission expires: 12/31/11

Z GLASS INC.

By: [Signature]  
Its: President

Notary Stamp



CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT

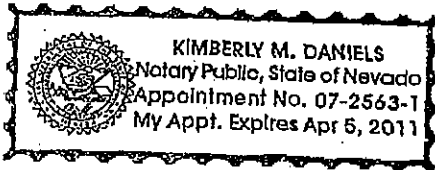
Property Name: Fontainebleau  
Property Location: 2827 Paradise Rd, Las Vegas, NV  
Undersigned's Customer: Turnberry West Construction  
Invoice/Payment Application Number: 022  
Payment Amount: 4,576,797.00 ✓

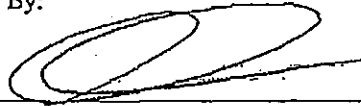
Upon receipt by the undersigned of a check in the above-referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice 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, material men and suppliers for all work, materials or equipment that are the subject of this waiver and release.

DATED this 15 day of January, 2009


CONTRACTOR/LABORER/SUPPLIER:  
Zetian Systems, Inc.  
6280 S. Valley View Blvd. #420  
Las Vegas, NV 89118



By:   
1/16/09  
OWNER, OFFICER or PARTNER  
Craig VanMossevelde; SR Project Manager

STATE OF NV )  
COUNTY OF Clark ) ss.

On this 16 day of January, 2009 personally appeared before me, a Notary Public,  
Craig VanMossevelde - Officer 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.

  
NOTARY PUBLIC, in and for said County and State

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: \$ 4,991,311.00

Payment Period: thru 12/30/2008

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 28th day of January, 2009.

Subscribed and sworn before me this 28th  
Day of January 2009  
Notary Public: Cathy A. Hill  
My commission expires: 1-15-2013

Notary Stamp



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 # 19

Payment Amount: \$ 38,875.00

Payment Period: thru 12 / 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: \_\_\_\_\_

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: Tower PA # 12

Payment Amount: \$ 1,232,091.56

Payment Period: thru 12 / 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:

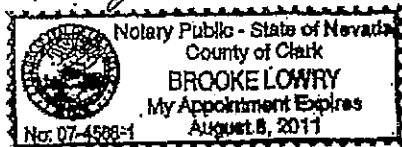
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 28<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January, 2009  
Notary Public: *[Signature]*  
My commission expires August 8, 2011

Notary Stamp



Architectural Materials

By: *[Signature]*

Its: *[Signature]*

Print Name: Craig S. Puffer

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 20

Payment Amount: \$ 8,795,868.00

Payment Period: thru 12/30/08

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: Tower PA # 17

Payment Amount: \$ 2,398,958.00

Payment Period: thru 12/30/2008

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 or she 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 # 10

Payment Amount: \$ 220,257.29

Payment Period: 12 /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.

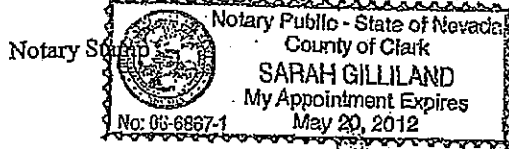
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 20<sup>th</sup> day of January, 2009.  
State of Nevada  
County of Clark

**Cadillac Stone Works**

Subscribed and sworn before me this 20<sup>th</sup>  
Day of January, 2009  
Notary Public: Sarah Gilliland  
My commission expires: 5/20/12

By: [Signature]  
Its: Managing member  
Print Name: Robert Costa



**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 # 21

Payment Amount: \$ 731,713.00

Payment Period: thru 12 / 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 29 day of January, 2009.

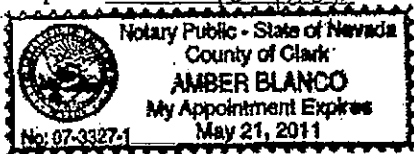
Desert Fire Protection, Inc

Subscribed and sworn before me this 29th  
Day of January, 2009  
Notary Public: Amber Blanco  
My commission expires: May 21, 2011

By: Linda Duff

Its: ASST. SECRETARY

Notary Stamp



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 26

Payment Amount: \$ 3,894,153.00

Payment Period: thru 12 / 31 / 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.

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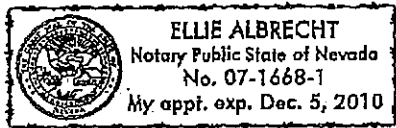
Dated this 28<sup>th</sup> day of January, 2009.

Desert Plumbing & Heating Co, Inc

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January, 2009  
Notary Public: [Signature]  
My commission expires: Dec 5, 2010

By: [Signature]  
Its: Controller  
Print Name: LINDY 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 #7

Payment Amount: \$ 60,625.70

Payment Period: thru 12 / 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.

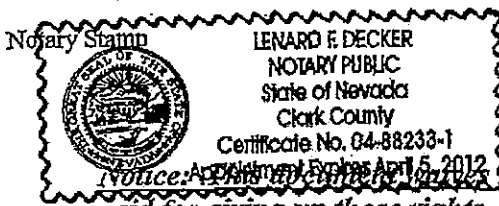
Dated this 28<sup>th</sup> day of January, 2009.

Door-Ko Inc.

Subscribed and sworn before me this 28<sup>th</sup>  
Day of JANUARY 2009  
Notary Public, Leonard E. Decker  
My commission expires: 4-5-2012

By: Dale S. Kooker  
Its: PRESIDENT

Print Name: DALE S. KOOKER



Notice: Payment received. 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: \$ 106,676.00

Payment Period: 12 / 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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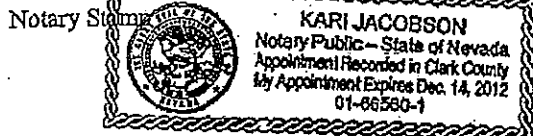
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 28<sup>th</sup> Day of January, 2009

**Eberhard Southwest Roofing, Inc.**

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January 2009  
Notary Public: Kari Jacobson  
My commission expires: 12-14-2009

By: Paul McKellar  
Its: V.P.



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 # 13

Payment Amount: \$ 516,857.06

Payment Period: thru 12 / 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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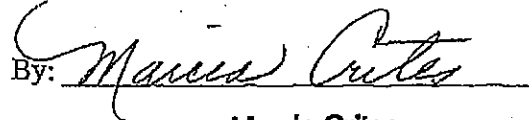
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 28<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January, 2009  
Notary Public: Sharon K. Saca  
My commission expires: 11-19-09

Notary Stamp:  SHARON K. SACA  
Notary Public, State of Nevada  
Appointment No. 89-2608-1  
My Appt. Expires Nov. 19, 2012

F. Rodgers, Corp.

By: 

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 # 3

Payment Amount: \$ 50,597.00

Payment Period: thru 12 / 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: \_\_\_\_\_

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 # 15

Payment Amount: \$ 449,599.00

Payment Period: thru 12 / 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.

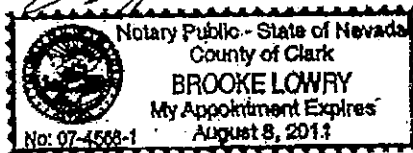
Dated this 30<sup>th</sup> day of January, 2009.

Gallagher-Kaiser Corp .

Subscribed and sworn before me this 30<sup>th</sup>  
Day of January, 2009  
Notary Public: *[Signature]*  
My commission expires: August 8, 2011

By: *[Signature]*  
Its: PROJECT DIRECTOR

Notary Stamp



Print Name: HAR LINDERBAUM

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 # 4

Payment Amount: \$ 87,688.59

Payment Period: thru 12 /30 /08

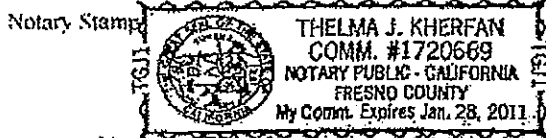
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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 29 day of January, 2009.

Subscribed and sworn before me this 29th  
Day of January, 2009  
Notary Public:  
My commission expires: Jan 28 2011



Geo-Cell Solutions

By: Taxini Winton  
Its: Office Manager  
Print Name: Taxini Winton

**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 # 8

Payment Amount: \$ 29,797.86

Payment Period: thru 12 / 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 29<sup>th</sup> day of January, 2009.

Henri Specialties Co, Inc

Subscribed and sworn before me this 29<sup>th</sup>

Day of January 2009

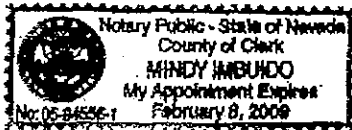
Notary Public: *[Signature]*

My commission expires: 02/08/09

By: *[Signature]*

Its: 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: Tower PA 10

Payment Amount: \$ 1,269,096.14

Payment Period: thru 12 / 30 / 2008

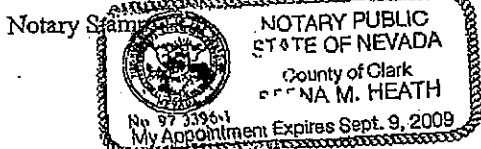
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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 29 day of January, 2009.

Subscribed and sworn before me this 29th  
Day of January, 2009  
Notary Public: [Signature]  
My commission expires: 9/9/09



Midwest Pro Painting, Inc

By: [Signature]

Its: Project Manager

Print Name: Peter Wicklund

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 22

Payment Amount: \$ 135,077.49

Payment Period: 12/30/2008

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: \_\_\_\_\_

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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: TO PA 4

Payment Amount: \$ 110,870.00

Payment Period: 01/31/09

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 20<sup>th</sup> day of January, 2009.

**Paramount Management Ent.**

Subscribed and sworn before me this 20<sup>th</sup>  
Day of January, 2009  
Notary Public: Michelle R. Kent  
My commission expires: June 01, 2009

By: [Signature]  
Matt Beavers  
Its: Co-owner

Notary Stamp  
 MICHELLE R. KENT  
Notary Public-State of Nevada  
APPT. NO. 93-3698-1  
My App. Expires June 01, 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: Tower PA 21

Payment Amount: \$ 5,701.00

Payment Period: thru 12 / 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 28th day of January, 2009.

Republic Tower & Hoist, LLC

Subscribed and sworn before me this 28th  
Day of January, 2009  
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. 08-8318-1  
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 # 19

Payment Amount: \$ 1,134,307.92

Payment Period: 12/30/08

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 \_\_\_\_\_,

Silver State Marble

Subscribed and sworn before me this \_\_\_\_\_

Day of \_\_\_\_\_,

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Notary Stamp

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 Inv # 6972

Payment Amount: \$ 27,509.40

Payment Period: 9 / 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 or 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

**Southern Nevada Paving, 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: Tower PA # 17

Payment Amount: \$ 3,510,635.00

Payment Period: thru 12 / 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:

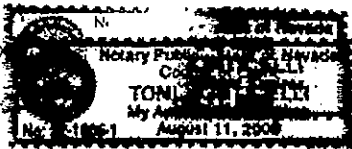
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 January, 2009.

Subscribed and sworn before me this 29th  
Day of January, 2009  
Notary Public: Joni Monticelli  
My commission expires:

Notary Stamp



ThyssenKrupp Elevator

By: [Signature]

Its: PROJECT MGR

Print Name: ANDREW LIPOSKY

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 #25, Tower, Job #10200

Payment Amount: \$32,900,061.56 ✓

Payment Period: 1-31 December 2008

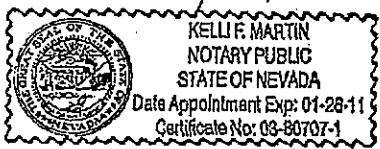
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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 January, 2009

Subscribed and sworn before me this 31<sup>st</sup>  
Day of January, 2009  
Notary Public: Kelli F. Martin  
My commission expires: 12/26/11



TURNBERRY WEST CONSTRUCTION, INC.  
By: [Signature]  
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  
NORTH 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-NP-1P

Payment Amount: \$314,605.80

Payment Period: December 31, 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 29th day of January, 2009.

W & W Steel, LLC

Subscribed and sworn before me this 29th  
Day of January, 2009  
Notary Public: [Signature]  
My commission expires: 12/21/10

By: [Signature]  
Gay Venator  
Its: VP, Controller



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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 Pay App 3

Payment Amount: \$ 1,394,371.00

Payment Period: thru 12 / 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 29 day of January, 2009.

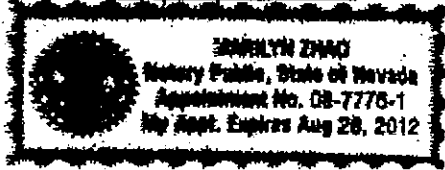
Z-Glass, Inc

Subscribed and sworn before me this 29.  
Day of January 2009  
Notary Public: [Signature]  
My commission expires: 8/28/2012

By: [Signature]

Its: President

Notary Stamp



Print Name: Steve Miller

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:

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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 31<sup>st</sup> day of December, 2008.

American Crane & Hoist Erectors, LLC

Subscribed and sworn before me this 31<sup>st</sup>  
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. 08-8318-1  
MY APPT. EXPIRES JULY 27, 2012

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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 # 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 6th day of January, 2009.

Subscribed and sworn before me this 6th  
Day of JANUARY, 2009  
Notary Public: *[Signature]*  
My commission expires: 10/8/12

Notary Seal: Notary Public - State of Nevada  
County of Clark  
CONNIE J. LUTZ  
My Appointment Expires  
October 8, 2012  
No: 04-23459-1

Bombard Mechanical  
By: *[Signature]*  
Its: Contract Administrator  
Print Name: Deanna Clark

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:

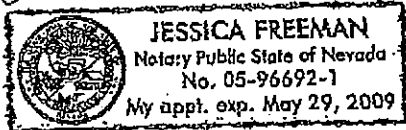
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 5<sup>th</sup> day of JANUARY, 2009.

Subscribed and sworn before me this 5  
Day of January, 2009  
Notary Public: Jessica Freeman  
My commission expires: 5/29/09

Notary Stamp



Freeman's Carpet Service

By: [Signature]

Its: DIRECTOR

Print name: BRYAN FREEMAN

**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 # 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 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:

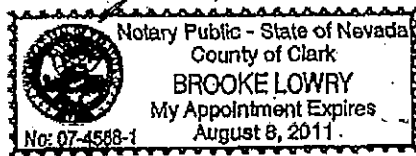
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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<sup>th</sup> day of December, 2008.

Subscribed and sworn before me this 30<sup>th</sup>  
Day of December, 2008  
Notary Public: [Signature]  
My commission expires August 8, 2011

Notary Stamp



Gallagher-Kaiser Corp

By: [Signature]

Its: PROJECT DIRECTOR

Print Name: Hal Lindenbaum

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**

S01033

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC  
Structural Tower – S01033

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:

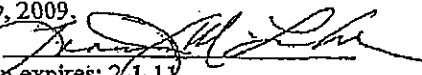
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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.

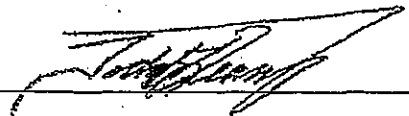
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 13<sup>TH</sup> day of January, 2009

Pacific Coast Steel

Subscribed and sworn before me this 13th  
Day of January, 2009.

Notary Public:   
My commission expires: 2-1-11

By: 

Its: Executive Vice-President

Notary Stamp



Print Name: Todd L. Leany

**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:

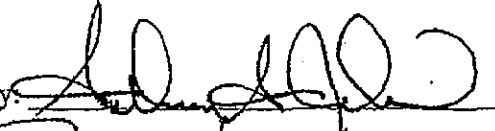
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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<sup>st</sup> day of December, 2008.

Republic Tower & Hoist, LLC

Subscribed and sworn before me this 31<sup>st</sup>  
Day of December, 2008  
Notary Public: Melissa Nicoletti  
My commission expires: 7/27/2012

By:   
Its: Project Manager

Notary Stamp

MELISSA NICOLETTI  
NOTARY PUBLIC  
STATE OF NEVADA  
APPT. No. 08-8316-1  
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 # 9

Payment Amount: \$ 2,014,295.24

Payment Period: 11/30/08

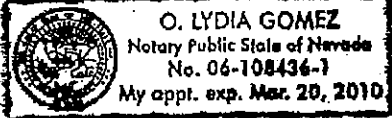
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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:

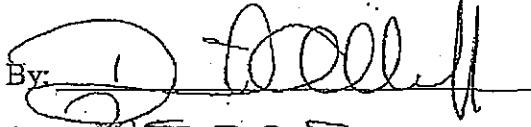
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 5<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 5<sup>th</sup>  
Day of January, 2009  
Notary Public: O. Lydia Gomez  
My commission expires March 20, 2010

Notary Stamp 

Silver State Marble  
By:   
Its: PRESIDENT

Print Name: David W Allsopp

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 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.#  
IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$750 and covers work through 1/31/2009. This release is contingent upon receipt of \$750, 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 14th day of January 2009

American Crane & Hoist Erectors, LLC  
Company

*[Signature]*  
Signature

Notary Public: *[Signature]*  
My Commission Expires: 7/27/2012

1/14/2009  
Date

MELISSA NICOLETTI  
NOTARY PUBLIC  
STATE OF NEVADA  
APPT. No. 08-83164  
MY APPT. EXPIRES JULY 27, 2012

**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#920/PAY APP# 23-GARAGE

Payment Amount: \$ 946,659.40

Payment Period: 1/31/09

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 January, 2009.

Subscribed and sworn before me this 16th  
Day of JANUARY, 2009  
Notary Public: Denise K. Weishaupt  
My commission expires: 8/27/2013

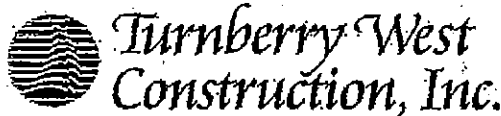
COLASANTI SPECIALTY SERVICES, INC.

By: Donald W. Kosnik, V.P.

Donald W. Kosnik, Vice President

Notary Stamp

**DENISE K. WEISHAUPT**  
Notary Public, Macomb 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: 8

Payment Amount: \$148,791.16

Payment Period: Through 01/31/09

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: 01/20/09

Subscribed and sworn before me this:

20th Day of January, 2009

Commercial Roofers, Inc.

(Company Name)

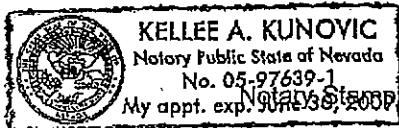
Notary Public: Kellee A. Kunovic

By: [Signature]

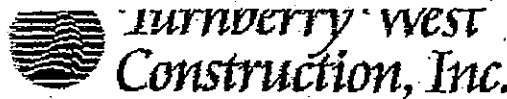
My commission expires: 6/30/09

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: 21

Payment Amount: \$3,202,051.44

Payment Period: Through 01-15-09

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: 1-20-09

Subscribed and sworn before me this: 20 Day of Jan, 2009 CONTI ELECTRIC, INC. (07-022) (Company Name)

Notary Public: Denise Marzetti By: M.E. Browder

My commission expires: Print Name: M.E. Browder

Notary Stamp: Denise Marzetti, Notary Public, Lopez Co., MI, Acting in the Co. of Macomb, My Commission expires 07/17/2011

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: 10755**

**Payment Amount: \$598,151.00**

**Payment Period: January 31, 2009**

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 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: 1/20/2009

D'Alessio Contracting, Inc.

Company Name

*Karli Hogue*

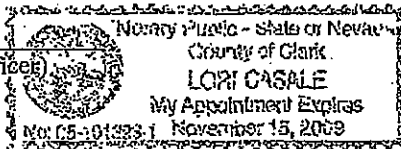
By: Karli Hogue

Project Administrator

State of Nevada  
County of Clark

This instrument was acknowledged before me on this 20th day of January 2009 by Lori Casale.

*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-0002-22

Payment Amount: \$ 739,623.00

Payment Period: 01/31/09

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 19th day of January, 2009.

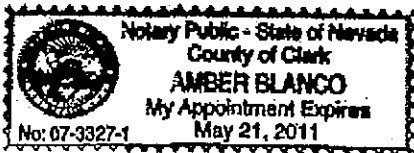
Subscribed and sworn before me this 19th  
Day of January, 2009  
Notary Public: [Signature]  
My commission expires: 5/21/2011

DESERT FIRE PROTECTION, L.P.

By: [Signature]

Its: Assistant Secretary

Notary Stamp



CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT

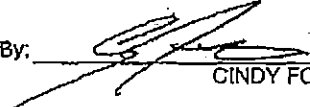
Property Name: FONTAINEBLEAU LAS VEGAS, LLC FONTAINEBLEAU LAS VEGAS II, LLC  
Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA  
Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.  
Invoice/Payment Application Number: GARAGE (HYDRONIC) INV # EIGHTEEN (18)  
Contract Number: 300DPH151801  
Payment Amount: \$ 989,662.00  
Payment Period: January 9, 2009

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)

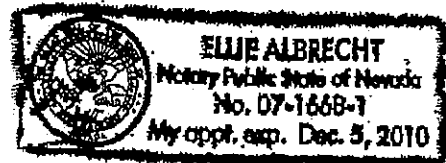
By:   
CINDY FOSTER  
Its: CONTROLLER

State of NEVADA )  
County of CLARK ) ss.

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

CINDY FOSTER  
dated this 20th day of January, 2009

  
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 INV # TWENTY - TWO (22)  
 Contract Number: 300DES154001  
 Payment Amount: \$ 747,546.00  
 Payment Period: January 9, 2009

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: January 20, 2009

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

By:   
CINDY FOSTER

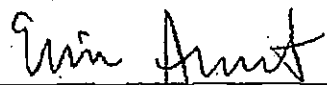
Its: CONTROLLER

State of NEVADA )  
 ) ss.  
County of CLARK )

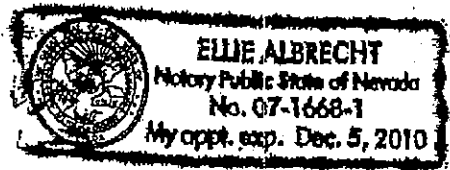
The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER

dated this 20th day of January, 2009



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: 7

Payment Amount: \$289,848.70

Payment Period: 01/01/09-01/31/09

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 19<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 19<sup>th</sup> day of January, 2009.

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 #:** 53662 #13  
**Payment Amount:** \$ 6,631.17  
**Payment Period:** January 2009

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: 01/20/09


FISK TECHNOLOGIES

Company Name

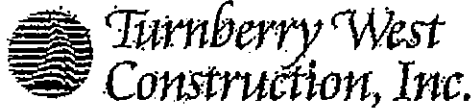
By: 

Its: John Seli - Division Controller



  
[Execution Copy]

SDW462130



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 2427/ Application #19 Garage/Conv. Ctr/Cent. Pit
Payment Amount: \$1,009,134.75
Payment Period: January 31, 2009

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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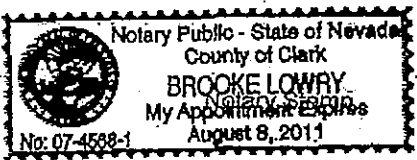
DATED: 1/20/2009

Subscribed and sworn before me this: 20th Day of January, 2009 Gallagher-Kaiser Corporation (Company Name)

Notary Public: [Signature] By: [Signature]

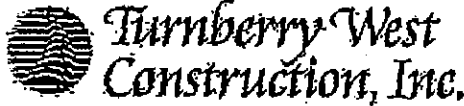
My commission expires: August 8, 2011 Print Name: Harold Lindenbaum

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 2425 / Application #7 Rev Resort Garage/Ballroom/C-C Doors / Frames / Finished Hardware
Payment Amount: \$252,945.75
Payment Period: January 31, 2009

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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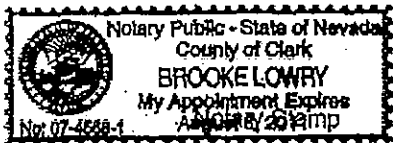
DATED: 1/23/2009

Subscribed and sworn before me this: 23rd Day of January, 2009 Gallagher-Kaiser Corporation (Company Name)

Notary Public: [Signature] By: [Signature]

My commission expires August 9, 2011 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: 6328-10

Payment Amount: \$ 3,460,052.00

Payment Period: January 31<sup>st</sup> 2009

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: January 19, 2009

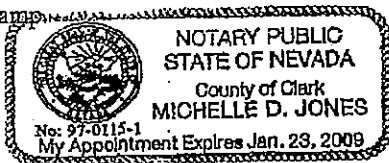
Subscribed and sworn before me this 19<sup>th</sup>  
Day of January 2009  
Notary Public: Michelle D. Jones  
My commission expires: 1/23/09

GEORGE M. RAYMOND CO.

By: [Signature]

Its: PRESIDENT

Notary Stamp





GARAGE -- CENTRAL PLANT -- CONVENTION CENTER (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: 19

Payment Amount: \$ 511,270.00 ✓

Payment Period: January 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 20th day of January, 2009  
State of Nevada  
County of Clark

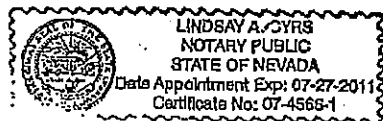
Subscribed and sworn before me this 20  
Day of January, 2009  
Notary Public: Lindsay A. Gyrs  
My commission expires: 7/27/2011

Johnson Controls, Inc.

By: Elizabeth King

Printed: ELIZABETH KING

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE**  
**UPON PROGRESS PAYMENT**

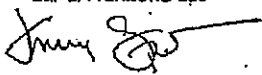
PROPERTY NAME: FOUNTAINBLEAU  
PROPERTY LOCATION: 2827 PARADISE ROAD, LAS VEGAS NV 89109

UNDERSIGNED'S CUSTOMER: TURNBERRY WEST CONSTRUCTION  
INVOICE/PAYMENT NUMBER:  
PAYMENT AMOUNT: \$887,686.77  
PAYMENT PERIOD: 31-Jan-08

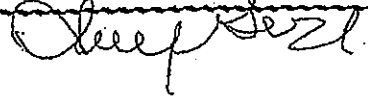
UPON RECEIPT BY THE UNDERSIGNED OF A CHECK IN ABOVE REFERENCED PAYMENT AMOUNT PAYABLE TO THE UNDERSIGNED, AND WHEN THE CHECK HAS BEEN PROPERLY ENDORSED AND HAS BEEN PAID BY THE BANK ON WHICH IT IS DRAWN THIS DOCUMENT BECOMES EFFECTIVE TO RELEASE AND THE UNDERSIGNED SHALL BE DEEMED TO WAIVE ANY NOTICE OF LIEN, ANY PRIVATE BOND RIGHT, ANY CLAIM FOR PAYMENT AND ANY RIGHTS UNDER ANY SIMILAR ORDINANCE, RULE, STATUE RELATED TO PAYMENT RIGHTS THAT THE UNDERSIGNED HAS ON THE ABOVE DESCRIBED PROPERTY TO THE FOLLOWING EXTENT:

THIS RELEASE COVERS 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 UNSIGNED IS ACTUALLY PAID, AND DOES NOT COVER ANY RETENTION WITHHELD, ANY ITEMS FURNISHED OR INVOICED AFTER THE PAYMENT PERIOD. BEFORE ANY RECIPIENT 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 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:

L&P INTERIORS LLC  
  
BY: JAMES A SPANO  
TITLE: PARTNER

TERRY GEORGE  
Notary Public, State of Nevada  
Appointment No. 98-0676-1  
My Appt. Expires Nov. 3, 2012



**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

PROPERTY NAME: FOUNTAINBLEAU  
PROPERTY LOCATION: 2827 PARADISE ROAD, LAS VEGAS NV 89109

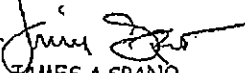
UNDERSIGNED'S CUSTOMER: L&P INTERIORS  
INVOICE/PAYMENT NUMBER:  
PAYMENT AMOUNT: \$20,515.99  
PAYMENT PERIOD: 31-Jan-08

UPON RECEIPT BY THE UNDERSIGNED OF A CHECK IN 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, STATUTE RELATED TO PAYMENT RIGHTS THAT THE UNDERSIGNED HAS ON THE ABOVE DESCRIBED PROPERTY TO THE FOLLOWING EXTENT:

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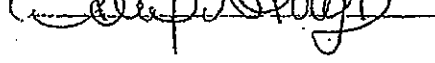
DATED: 1/22/09

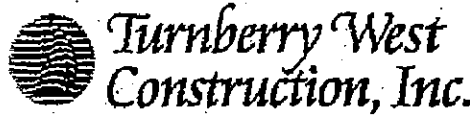
L&P INTERIORS, LLC



BY: JAMES A SPANO  
TITLE: PARTNER

TERRY GEORGE  
Notary Public, State of Nevada  
Appointment No. 98-0678-1  
My Appt. Expires Nov. 3, 2012





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. GARAGE

Invoice/Payment Application Number: I-4676/APPL 10

Payment Amount: \$ 93,558.00

Payment Period: Through 1-31-09

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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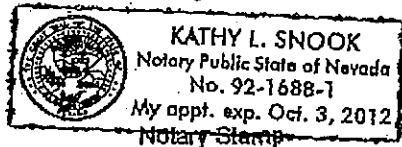
DATED: JANUARY 16, 2009

Subscribed and sworn before me this: 16TH Day of JANUARY, 2009 MARNELL MASONRY (Company Name)

Notary Public: Kathy L. Snook By: George Marnell  
My commission expires: \_\_\_\_\_

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

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

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 7

Payment Amount: \$2,188,816.82

Payment Period: 1/31/2009

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 20th day of January, 2009.

Subscribed and sworn before me this 20th  
Day of January, 2009  
Notary Public: Lisa M. Henry  
My commission expires: 1-3-10

Notary Stamp



Company Midwest Drywall  
By: Mary Ann Carpenter (Printed Name)  
Its: Asst Secretary  
Mary Ann Carpenter



### UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: Fontainebleau - Convnetion Center

Property Location: Las Vegas, NV

Undersigned's Customer: Modernfold of Nevada, LLC

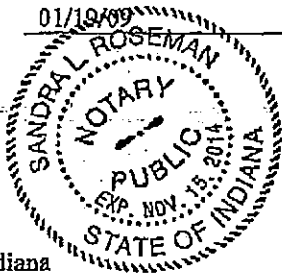
Invoice/Payment Application Number: 169159, 169317

Payment Amount: \$30387.34

Amount of Disputed Claims: \$ 0.00

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: 01/19/09 Modernfold Inc.  
(Company Name)

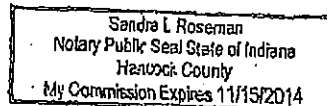


By: Mona Riddle  
Its: Mona Riddle - Staff Accountant

State of Indiana )  
County of Henry ) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by Mona Riddle, dated this 19 day of January, 2009.

Sandra L. Roseman  
NOTARY PUBLIC, in and for said County and State.



**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.**

**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.# 111829, PAY APP.#22

Payment Amount: \$ 37,794.06

Payment Period: THRU JANUARY 31, 2009

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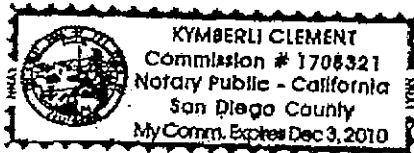
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 22ND day of January 2009

Subscribed and sworn before me this 22ND  
Day of January, 2009  
Notary Public [Signature]  
My commission expires: 12-3-2010

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

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: \$124,202.00

Payment Period: 1/16/08

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 16<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 16<sup>th</sup>  
Day of January 19, 2009, 2009  
Notary Public: [Signature]  
Shelley A. Szostek  
My commission expires: April 25<sup>th</sup>, 2012

NOTARY PUBLIC STATE OF MICHIGAN  
COUNTY OF Wayne  
MY COMMISSION EXPIRES April 25, 2012  
NOTARY PUBLIC STATE OF MICHIGAN

Company: RAM Construction Services of Michigan, Inc.  
By: [Signature]  
Its: Mire Markovski, 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: #6-R

Payment Amount: \$283,683.00

Payment Period: 1/16/08

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 16<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 16<sup>th</sup>  
Day of January, 2009  
Notary Public: Shelley A. Szostek  
My commission expires: April 25<sup>th</sup>, 2012  
Notary Stamp  
SHELLEY A. SZOSTEK  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WASHTENAW  
MICHIGAN  
COMMISSION EXPIRES 04/25/2012

Company: RAM Construction Services of Michigan, Inc.  
By: [Signature]  
Its: Mire Markovski, 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: PARKING GARAGE PA 20

Payment Amount: \$ 54,468.00

Payment Period: thru 01/16/09

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:

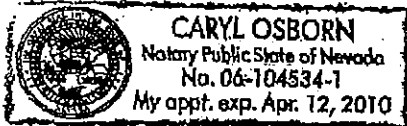
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 21<sup>ST</sup> day of JANUARY, 2009.

Subscribed and sworn before me this 21<sup>ST</sup>  
Day of JANUARY, 2009  
Notary Public: Caryl Osborn  
My commission expires: 4/12/10

Notary Stamp



Republic Crane Service

By: [Signature]  
Its: PROJECT MGR

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.

**REVISED**  
A B

### 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. # 400RCS014001

IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$43,706 and covers work through 1/31/2009. This release is contingent upon receipt of \$43,706, 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

Company

Subscribed and sworn to before me this 14<sup>th</sup> day of January, 2009

Notary Public: *Caryl Osborn*

My Commission expires: 4/12/10

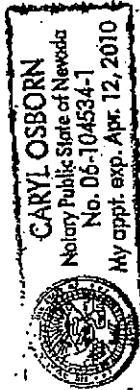
Signature

Raymond Bellamy

By

1/14/2009

Date



**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 1/31/2009. 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 14<sup>th</sup> day of January, 2009

Republic Towers & Hoist, LLC  
Company

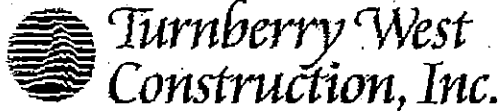
*[Signature]*  
Signature

Anthony Jackson  
By  
Date 1/14/2009

Notary Public: *[Signature]*  
My Commission expires: 7/27/2012

MELISSA NICOLETTI  
NOTARY PUBLIC  
STATE OF NEVADA  
APPT. No. 08-8318-1  
MY APPT. EXPIRES JULY 27, 2012





CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC - Garage
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, Inc.
Invoice/Payment Application Number: 8404 / Pay APP 17
Payment Amount: \$48,131.00
Payment Period: Through January 31st 2009

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:

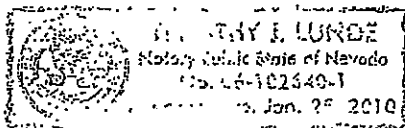
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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: 01-20-09

Subscribed and sworn before me this: SAFE Electronics, Inc.
20th Day of January, 2009 (Company Name)
Notary Public: [Signature] By: [Signature]
My commission expires: 01-25-10 Print Name: Jay C. Neely
Title: Vice 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 & 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: 21

Payment Amount: \$172,429.00

Payment Period: 1/31/09

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.

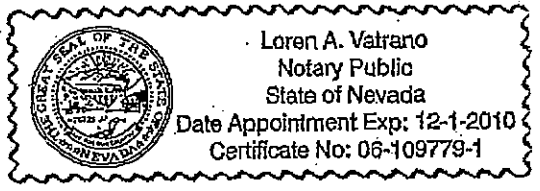
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

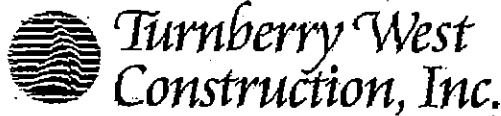
Dated this 19<sup>th</sup> day of January, 2009

Subscribed and sworn before me this 19<sup>th</sup>  
Day of January, 2009  
Notary Public: Loren A. Valtrano  
My commission expires: 12-1-2010

Southern Nevada Paying  
By: [Signature]  
Its: Lisa Alfaro/ 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, Inc.

Invoice/Payment Application Number: Application 2, (Inv # S678 & CM92)

Payment Amount: \$ 5,318.73

Payment Period: Through 01/31/09

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: 01/20/09

Subscribed and sworn before me this: 20 Day of January, 2009

Striping Solutions (Company Name)

Notary Public: My commission expires: April 24, 2012

By: Shari Hettenbaugh

Print Name: Shari Hettenbaugh

Title: Accounting Manager

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-Garage

Property Location: 2755 Las Vegas Blvd. South

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Pay App Number: 914123 / APP #17

Payment Amount: \$567,579 ✓

Payment Period: 1/01/2009-1/31/2009

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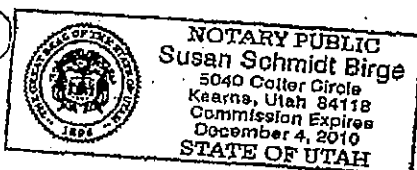
Before any recipient of this document relies on it, he should verify evidence of payment of the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 13<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 13  
Day of January, 2009  
Notary Public: Susan Schmidt Birge  
My commission expires: 12-4-2010

ThyssenKrupp Elevator  
By: [Signature]  
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 #26, Garage/CC/CP, Job #10300

Payment Amount: \$18,686,592.24 ✓

Payment Period: 1-31 January, 2009

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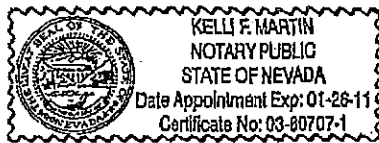
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and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

Dated this 31st day of January, 2009.

Subscribed and sworn before me this 31st  
Day of January, 2009  
Notary Public: Kelli F. Martin  
My commission expires: 1/26/11

**TURNBERRY WEST CONSTRUCTION, INC.**  
By: Robert W. Oehri  
Robert W. Oehri  
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: 07-642-17

Payment Amount: \$ 150,521.65

Payment Period: 01/31/09

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 15<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 15<sup>th</sup>  
Day of January, 2009  
Notary Public: *Cheryl Chrzangowski*  
My commission expires: 3/19/2012

Universal Piping, Inc.

By: *David Bertoncin*  
David Bertoncin

Its: President

Notary Stamp

CHERYL ANH CHRZANGOWSKI  
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: 3

Payment/Amount: \$1,861.13

Payment Period: 31-Jan-09

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: 13-Jan-09

WACO Scaffolding & Equipment, Inc.

(Company Name)

By: *[Signature]*

Its: Branch Manager

Subscribed and sworn to me this 13th day of Jan, 2009

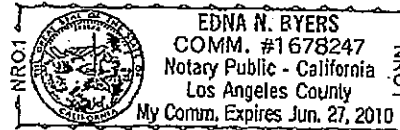
*[Signature]*

Notary Public in and for said County and State

RECEIVED

JAN 20 2009

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 12 Fireproofing

Payment Amount: \$ 149,791.00

Payment Period: thru 12/31/08

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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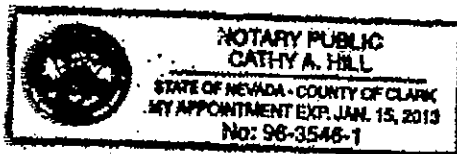
Dated this 28th day of January, 2009.

Subscribed and sworn before me this 28th  
Day of January, 2009  
Notary Public: Cathy A Hill  
My commission expires: 1-15-2013

Adherholt Specialty Company

Print Name: Sherry Adherholt  
By: Sherry Adherholt  
Its: 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 22

Payment Amount: \$ 470,844.00

Payment Period: thru 12/31/08

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 28<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 28<sup>th</sup>  
Day of JANUARY 2009  
Notary Public: Denise K. Weishaup  
My commission expires: 8/27/2013

Colasanti Speciality Svcs

Print Name: Dennis Colasanti  
By: *[Signature]*  
Its: V.P.

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

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 H, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: PARKING GARAGE PA 7

Payment Amount: \$ 35,512.78

Payment Period: thru 12/31/08

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.

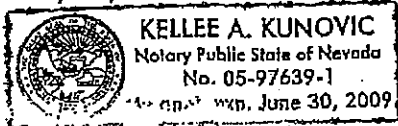
Dated this 29<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 29<sup>th</sup>  
Day of January, 2009  
Notary Public: Kellee A. Kunovic  
My commission expires: 6/30/09

**Commerical Roofers**

Print Name Demario Conway  
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 20

Payment Amount: \$ 2,984,652.01

Payment Period: thru 12/31/08

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 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 \_\_\_\_\_, \_\_\_\_\_.

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 18

Payment Amount: \$ 3,403,689.70

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 8 day of Dec, 2008.

Subscribed and sworn before me this 8  
Day of Dec, 2008  
Notary Public [Signature]  
My commission expires:

Notary Stamp  Denise Marzetti  
Notary Public, Lapeer Co., MI  
Acting in the Co. of Macomb  
My Commission expires 07/17/2011

Conti Electric Inc (07-022)  
Print Name M.E. Browder  
By: M.E. Browder  
Its: Controller

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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 10

Payment Amount: \$ 555,038.00

Payment Period: thru 12/31/08

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 28<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 28  
Day of January, 2009  
Notary Public: Lori Casale  
My commission expires 11/15/09

Notary Stamp: County of Clark  
LOPI CASALE  
My Appointment Expires  
November 15, 2009

D'Alessio Contracting Inc

Print Name: Karli Heaghe  
By: Karli Heaghe  
Its: Project Administrator

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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: \$ 649,366.00

Payment Period: thru 12/31/08

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:

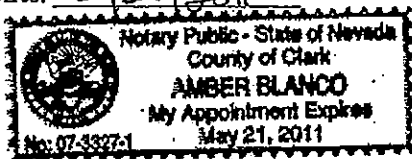
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 29 day of January, 2009.

Subscribed and sworn before me this 29th  
Day of January, 2009  
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

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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: \$ 910158.00

Payment Period: thru 12/11/08

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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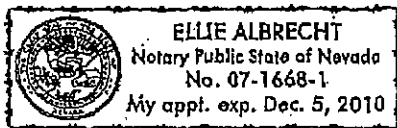
Dated this 28<sup>th</sup> day of January, 2009.

**Desert Plumbing & Heating**

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January, 2009  
Notary Public: Ellie Albrecht  
My commission expires: Dec. 5, 2010

Print Name Cindy 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 21

Payment Amount: \$ 1,232,965.00

Payment Period: thru 12/11/08

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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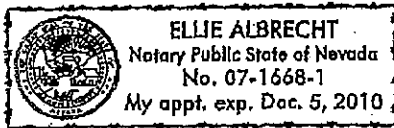
Dated this 28<sup>th</sup> day of January, 2009.

Desert Plumbing & Heating

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January, 2009  
Notary Public: J. Quinn Albrecht  
My commission expires: Dec. 5, 2010

Print Name Cindy 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 #6

Payment Amount: \$ 189,765.83

Payment Period: thru 12/31/08

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 28 day of January, 2009.

**EUGENIO PAINTING CO**

Subscribed and sworn before me this 28  
Day of January, 2009  
Notary Public: [Signature]  
My commission expires: [Signature]

Print Name Michael Eugenio  
By: [Signature]  
Its: President

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

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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 12

Payment Amount: \$ 4,239.58

Payment Period: thru 12/31/08

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 28<sup>th</sup> day of JANUARY, 2009.

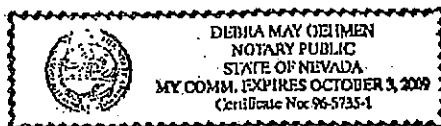
**Fisk Electric**

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January 2009  
Notary Public: [Signature]  
My commission expires: 10/03/09

By: [Signature]

Its: DIVISION 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 18 HVAC

Payment Amount: \$ 1,247,535.47

Payment Period: thru 12/31/08

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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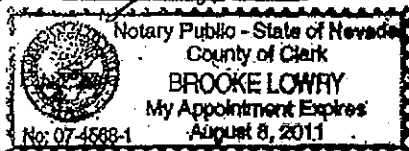
Dated this 28<sup>th</sup> day of January, 2009.

Gallaher-Kaiser Corporation

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January, 2009  
Notary Public: *[Signature]*  
My commission expires: August 8, 2011

Print Name: *Neil Lindstrom*  
By: *[Signature]*  
Its: PROJECT DIRECTOR

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: \$ 85,099.72

Payment Period: thru 12/31/08

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:

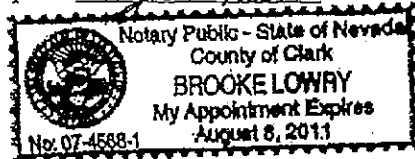
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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are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

Dated this 28<sup>th</sup> day of January, 2009.

Subscribed and sworn before me this 28<sup>th</sup>  
Day of January, 2009  
Notary Public: [Signature]  
My commission expires: August 8, 2011

Notary Stamp



Gallaher-Kaiser Corporation

Print Name: [Signature]  
By: [Signature]  
Its: PROJECT DIRECTOR

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