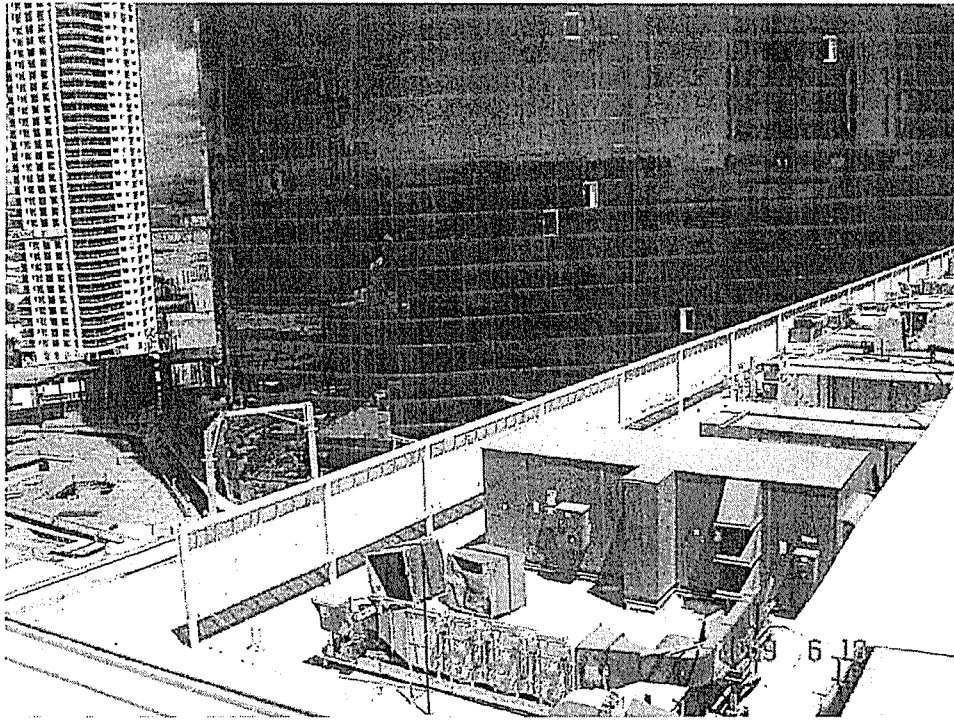


**Dep. Ex. 915**

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011



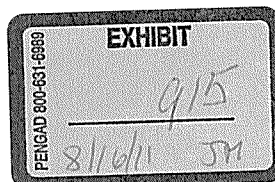
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*Prepared For:*  
Avenue CLO Fund, Ltd.,  
Case No. 09-23835

*Prepared By:*  
Boyken International Inc.  
400 Northridge Road  
Suite 1200  
Atlanta, GA 30350

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*Driving the building process for optimal results<sup>SM</sup>*



**BOYKEN**  
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Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

Section 1

- Task Outline
- Qualifications
- Background
- Procedure used

Section 2 – Analysis of Change Requests

A - Review of the Enhanced Budget.

- Podium
- Tower
- Garage
- North Podium
- General Conditions

B – Review of Structural Steel Change Order for the Podium

- Conclusions

Section 3 – Exhibits

Section 4 – Reference Material

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

## Section 1

### Task Outline

Donald R. Boyken has been retained by counsel for certain term lenders on the Fontainebleau Casino Hotel and Resort to review the "Enhanced Budget" changes offered by the Developer in May 2009 and determine whether these items were new changes initiated by the Owner shortly before May 2009 or items had that been committed elements of the project for a longer period of time.

I have also been asked to review and comment on the timing of the \$53.1M of Podium change orders written in May 2008.

### Qualifications

I am the owner of DRB Consulting, LLC. I was Chairman and CEO of Boyken International until 2009. I founded Boyken International in 1980 and built the practice into the 34th largest program management firm in the United States with a resume containing some of the most prominent and largest development programs around the world.

In 2009, Boyken International was sold to Hill International.

I specialize in the management of construction projects including destination hotels and resorts, healthcare facilities, and higher education programs throughout North America and the Caribbean. My project management experience includes leading a team to establish the project controls for the Terminal 5 development program at London's Heathrow International Airport. As principal in charge, I led a team to successfully complete the design and reconstruction of the Four Seasons Resort in Nevis BWI after a devastating hurricane. The \$58.0M project was completed in just over 7 months.

My experience also includes working with Kerzner International on the development of the Atlantis Casino Hotel and Resort in the Bahamas and the Mohegan Sun Casino Hotel and Resort in Connecticut. My work has been with Sol Kerzner and his team in managing the construction programs, including the cost controls, advice on project

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

management activities, and working with the Board of Directors advising them on the status of the projects and the ultimate cost of their construction programs.

I have also served as an expert witness for the Venetian Casino Hotel and Resort in Las Vegas providing cost to complete testimony for the unfinished and corrective work. This matter also included a series of change order arbitrations where I provided testimony regarding the cost of each change order and the impact on the construction schedule. I provided testimony as to the project costs and change order analysis for the Summerlin Casino Hotel and Resort project in Summerlin NV. I have also served formally and informally as an arbitrator and a mediator in numerous engagements.

My current CV is attached as an Exhibit.

### **Compensation**

For the Fontainebleau engagement, \$ 350/hour is the agreed hourly rate for my time. Payment of my fees is not contingent on the opinions I am expressing or on the outcome of this litigation.

### **Project Description**

As determined from the background materials reviewed, the Fontainebleau Casino Hotel and Resort (FBLV) was being constructed on a 24.5-acre site located on the north end of the Las Vegas Strip and consisted of the following elements:

- The Hotel Tower, which was to include 3,800 hotel and condo rooms and is the tallest building in Las Vegas.
- The Podium, which was the projects largest component with a seven-acre pool deck, located 72 feet above the Las Vegas Strip. The information provided indicates that the pool deck was designed to be a unique experience and include five pools, three spas, three restaurants, a nightclub and ultra-lounge, cabanas, and an open-air casino.
- The Podium also included the 100,000-sq. ft. casino, a 60,000-sq. ft. spa, 300,000 sq. ft. of retail space, a 3,200-seat performing arts theater and 27 restaurants
- The seven story Parking Garage, which included a 390,000 sf. multi-level, state of the art Conference Center with several ballrooms.
- The North Podium, which was to be the main entrance to the Hotel Tower.

## Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

The background information indicates that financing for the facility closed in June 2007. As set forth in Project Status Reports prepared by Inspection and Valuation International, Inc. (IVI) on behalf of Bank of America, the project progressed thru 2008 and 2009. In April 2009, the Developer indicated that it could not meet certain requirements of the credit facilities for the project. The Developer approached the lenders seeking additional financing in conjunction with providing additional capital. The Developer ultimately filed for bankruptcy protection in June 2009.

On May 4, 2009, the Owner/Contractor provided the lenders with a revised budget that was labeled as the "Enhanced Budget" and which purported to include modifications to enhance the project features. The IVI Cost-To-Complete Review dated May 15, 2009 describes the "Enhanced elements" as generally consisting of:

- Added Venues at the Podium, including the Steakhouse, NOBU, American Bistro, Italian (Gelato) and Hakkasan, for which no funding was originally included;
- Revisions to the theater – based on discussions with a potential operator but no backup was provided
- Substantial changes to the pool deck to incorporate revised designs and feature elements
- An enhanced exterior lighting scheme at the tower
- Revisions to the top five floors of the tower
- Substantial cleaning costs related to the LEED certification process at the tower
- Valet parking revisions at the Garage
- Painting of the Garage Steel
- VIP Check-in upgrades at the North Podium and
- Interior features at the North Podium.

IVI stated in the Cost-To-Complete Review that it believed that some of all of these items were not new but in fact had been known and/or committed for some time. IVI states on Page 20 of their report, "It is clear from the number and scope of pending items, the claims were made by the subcontractors some time ago, possibly as far back as a year and were never included on prior ACRs submitted to IVI".

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

**Procedure Used for this Engagement**

I was asked to examine the cost overruns and "Enhanced Budget" identified by the Developer in April and May 2009 and set out in the Cost-to-Complete Review dated May 15, 2009, and to determine whether the change requests identified were recent changes or previously known and/or committed to the project for a period of time prior to the Enhanced Budget funding request.

Our initial starting point was the IVI Cost-To-Complete Review. That Cost-to-Complete Review lists more than 400 open change files. The report states that IVI received these documents on May 4th, 2009 and was advised that these changes were a summary of work necessary to complete the "Enhanced" project, which the Developer asserted would require an additional \$375 million in project costs.

I selected a sample of the identified change requests to review for this report. The initial criteria used for creating the sample list was the type of work, the size of the request for compensation, the sequence that the work would normally have required and observations of the work completed at the project site. I then reviewed the available documentation regarding those change requests selected from the IVI Cost-to-Complete Review.

I was also asked to review the May 2008 Podium change orders for structural steel to determine whether the changes were known and/or committed prior to May 2008. From the two structural steel change orders during this time period for the Podium, which total \$53.1M, I selected change order 13 (\$41.6M), the largest change order and looked at the documentation supporting that change order and the rationale given for awarding the change to a GMP design assist contract.

My conclusions, which are based on my experience, my review of the documentation and my visits to the Project site, are set forth below.

## Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

## Section 2 – Analysis of Change Requests

### A. Review of the Enhancement Budget

The change request summary file from the Cost-To-Complete Review is divided into sections that correspond to the main components of the Project. As set forth in the chart below, the requested change orders reflect a total of \$299.9M in construction related items and \$75.0M of other costs.

The Construction Cost category was comprised of the following line items representing a total of \$299,915,292 of additional work based on the enhancement drawings:

➤ Podium	\$212,572,829
➤ Garage	19,669,460
➤ Garage Collapse Claim	(119,717)
➤ Tower	31,450,400
➤ North Podium	15,354,607
➤ Offsite	(995,640)
➤ General Conditions	22,983,353

From the more than 400 changes, forty-two were identified for additional research which was then conducted. I determined that, for certain of the change requests, sufficient information was available to reach a conclusion as to whether the change request was new or had been pending for some time. My conclusions regarding these items are summarized below. Additional research may be conducted and these conclusions and opinions may be updated as additional documentation is reviewed or other information is developed.

### Summary of Conclusions

Based on my research, I conclude that a majority of the selected change orders were known or committed changes from prior periods.



## Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

The change orders we examined are listed in the following chart and described in more detail below.

**Summary of POCs reviewed**

POC #	Description	Requested Added Cost	Known or Committed before April 2009
<b>Podium</b>			
70	Venue Projections		
871	Retail Circulation	1,579,582	1,579,582
910A	Back of House Areas	1,305,645	1,305,645
66	158 Data Center Electrical	1,250,000	1,250,000
<b>Tower</b>			
25	09-300 Studio Shower wall fabrication, see POC 430 & Condo Kitchen Counter tops see POC number 15	500,000	500,000
43	08-900 Reglazing Curtainwall Panels Allowance - Broken or Missing Glass	1,100,000	200,000
104	116-200 DAS System - Tower	1,635,000	1,635,000
279	Additional Type SD Fixtures required @ PH Level	70,895	70,895
279	Illuminating Concepts Light Fixture Materials @ PH Level	1,217,100	1,217,100
280	Illuminating Concepts South Elevation & PH Level Light Fixture Materials	1,514,528	1,514,528
280	Illuminating Concepts Commissioning & Programming	264,750	264,750
280	Illuminating Concepts PH Level light fixtures freight charges	250,000	250,000
515	16-200 Top 5 Floors 5,6,5,7 Bay Suite	3,820,403	3,820,403

## Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

POC #	Description	Requested Added Cost	Known or Committed before April 2009
515	09-250 Top 5 Floors 5,6.5,7 Bay Suite	(1,170,230)	(1,170,230)
515	09-250 Top 5 Floors 5,6.5,7 Bay Suite	290,355	290,355
515	09-250 Top 5 Floors 5,6.5,7 Bay Suite	75,619	75,619
515	15-400 Top 5 Floors 5,6.5,7 Bay Suite	951,000	951,000
515	16-200 Top 5 Floors 5,6.5,7 Bay Suite	878,413	878,413
515	16-200 Top 5 Floors 5,6.5,7 Bay Suite	833,490	833,490
515	17-070 Top 5 Floors 5,6.5,7 Bay Suite	(1,414,654)	(1,414,654)
515	17-070 Top 5 Floors 5,6.5,7 Bay Suite	8,298,599	8,298,599
<b>North Podium</b>			
	Sundries Buildout	724,627	724,627
	Water Features	1,041,601	1,041,601
<b>General Conditions</b>			
	11300 Wet 'n Wild Demo	1,632,553	1,632,553
<b>Totals</b>		<b>26,649,276</b>	<b>25,749,276</b>

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

**Podium**

**POC 70 – CR# 169 - Venue Projections**

Proposed Change 70 consists of 46 change estimates for the finishes of select areas of the podium complex (Exhibit P-1). The total submitted as part of the "Enhancement Budget" consists of 32 of these items totaling \$58.7M.

In reviewing these items, I focused on determining how long the owner knew of these changes and when they could have projected these additional costs. In several cases the owners had estimates that were in excess of the budget. These designs were revised and alternate pricing was then provided by the trade contractors. From this information, it was concluded that the owner/contractor knew about many of these changes reflected in PCO 70 months before April 2009, and committed to them in change orders as early as June 2008.

In addition, the owner/contractor's method of awarding the work appears to be piece meal. Specifically, they would authorize portions of work, associated with the change without fully settling on the total cost of the proposed change. When the Developer authorized the partial change, however they would have understood that the remaining pieces of the change order would have to be completed as well, resulting in additional costs.

This method of managing the proposed changes of work is not in accordance with the standard expected of a sophisticated owner and contractor on a project of this magnitude.

**POC 70 - Item 871 – Retail Circulation**

An example of the procedure used by the Owner/Contractor is reflected in Fontainebleau Change Order 17 dated June 23, 2008 (Exhibit P-2). The change order states that the change for the "Retail Corridor - Area Public Circulation" is a Partial Change Order. Excluded from the costs are the fountains and MEP changes. It can also be noted that the budget value established for this scope of work on May 29, 2008 is the same budget reflected on the POC 70 summary dated May 11, 2009 and the balance of funds necessary on May 29, 2008 are reflected in the enhanced budget. The May 2009 enhanced budget summary indicates that the budget needs to be increased \$3.5M for

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

these changes. From this I conclude that these changes were known and/or committed by May 2008.

POC 70 – Item 910A - General Back of House (BOH)

Fontainebleau Change Order 32 dated November 17, 2008 for \$2.9M reflects changes made to the project (Exhibit P-3). Based on the supporting estimate, this change is to increase the budget for these areas to \$32,497,160 from \$29.85M (Note that the drawing release is not noted in the Change Order). This change order was approved on December 02, 2008. This item is again included in the enhancement budget to support an additional \$1.3M additional cost to achieve the original budget of \$32,497,160 and should be considered a duplicate request. It should be further noted that the supporting documents did not include any adjustments to the Mechanical, Plumbing, Fire Protection or Electrical trade contracts. This omission is very unusual for such a significant change and contrary to what would be expected from the owner and contractor based on their performance in the industry. We were unable to locate another change order that would have included the MEP adjustment, and are of the opinion that the owner would have to have known that the MEP work would have to be done to complete the project, further increasing the costs.

Based on the documentation, the extent of this change was known and work had been authorized on it in the fall of 2008.

Furthermore application for payment 29 (April 1, 2009) reflects the budget for this line item as \$31.48M before deducting a credit for current revisions of \$621K (Exhibit P-4). This information indicates that the Owner/Contractor had previously recognized the need for the budget increase to \$32.5M in November 2008.

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

POC 66 – Data Center Electrical

The information reviewed regarding this item indicates that it was the subject of discussion in August 2008. Two emails reflect the initial estimates for this work at \$1.38M. The summary provided indicates this item was valued at \$1.25M in May 2009. From the available documents, it appears that the change in the scope of work was known by the Owner/Contractor by August 2008 (Exhibit P-5).

I conclude that this change was known in August 2008 and prior to the creation of the Enhanced Budget in May 2009.

**Tower**

POC 25 – Silver State – Condo Kitchen Counter Tops (see POC 15)

The Cost-to-Complete Review includes a change request for \$500,000 for condo kitchen counter tops.

Change Order 10 dated January 19, 2009 instructed Silver State to fabricate and deliver to the project site condo kitchen counter tops at a cost of \$325,071. The change order is signed on April 14, 2009 by TWC and executed by the subcontractor one day later (Exhibit T-1).

The accepted pricing provided by Silver State for this change is dated December 3, 2008 and was accepted on December 5, 2008. The change order reflects the pricing offered and clearly indicates the item is PCO 15/25 (Exhibit T-2).

TWC processed an approval form for the change on February 13, 2009. This was signed by Steve Kessler on February 17, 2009 and Robert Ambridge on April 14, 2009 (Exhibit T-3).

When I visited the project in June 2009, I saw that a significant quantity of these counter tops had been installed.

I conclude that this work was known and committed to the project by the owner and contractor by February 2009.

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

POC 43 – Z Glass Inc – Allowance for Reglazing Curtainwall Panels – Broken or Missing

On January 23, 2009, Z Glass provided a proposal to TWC for the replacement of broken or missing curtainwall panels (PCO 620). The proposal was to perform the work on a "cost plus basis" (Exhibit T-4). TWC prepared Change Order 2 on February 17, 2009 and included this item as part of the change order as an allowance of \$100,000 (Exhibit T-5).

On February 17, 2009, TWC provided an Approval Form signed by Steve Kessler on March 19, 2009 and Robert Ambridge on April 14, 2009 (Exhibit T-6).

A March 11, 2009 printout of approved changes indicating project committed costs includes this change order (Exhibit T-7).

The enhanced budget request includes \$1,100,000 for this same item (Exhibit T-8).

It is reasonable to conclude that this work was known and committed to the project by the owner and contractor by February/March 2009, well in advance of the request for an enhanced budget.

POC 104 – DAS System – Tower

Tri Power Group provided a revised proposal dated March 26, 2008 for the design and material purchase of the DAS system (Distributed Antenna System) (Exhibit T-9). This work was authorized to proceed on April 2, 2008 by Audrey Oswell, President and COO, Fontainebleau Las Vegas LLC (Exhibit T-10).

As scope of work dated May 5, 2008 was prepared by Tri Power Group for the installation of the system. Three bids were received ranging from \$1.03M to \$1.63M (Exhibit T-11). A bid summary was prepared (Exhibit T-12).

In early September 2008 a series of emails were exchanged outlining the fact that the project budget did not have a line item for the DAS system (Exhibit T-12A).

Deven Kumar was notified on September 29, 2008 that the Tri Power Group's contract for design and material purchase was finalized for \$5.98M (Exhibit T-13). On January

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

13, 2009, Mike Roark notified Robin Allen that a Letter of Intent (LOI) is to be issued to Bombard Electric for the installation of the system (Exhibit T-14).

On February 18, 2009, Bombard Electric requested the status of the DAS changes. The trade contractor's email and support information indicates that Bombard has been working on a T&M basis installing the DAS system in the tower and had completed work thru floor 36 (Exhibit T-13A) at a cost of \$328,070 (Change Order Requests 53, 58, 75, 80, 87, 92). Change Order Request is dated July 21, 2008 and includes the description "DAS system to date".

May 2009, the Owner/Contractor includes the installation of this system as part of the enhanced budget for \$1,635,000, Bombard Electric's proposal from May 15, 2008 (Exhibit T-8).

The documentation shows that the DAS was not new, but rather was known and committed to in May 2008. Furthermore the documents show that Bombard Electric had been working on the Tower DAS system from June 2008 on a time and material basis at the direction of TWC. Bombard invoicing for the work thru the end of 2008 was approximately \$328,000.

POC 279 and POC 280 – Illuminating Concepts South Elevation

Illuminating Concepts received a purchase order from TWC dated July 28, 2008 (Exhibit T-14A) for the illumination of the south elevation of the tower (levels 15 – 61). The purchase order was for \$11.0M. The IVI May 15, 2009 report (page 7) indicates the Enhanced Budget includes the "Enhanced Exterior lighting scheme at the Tower".

This work was authorized on August 19, 2008. During our initial site visit in May 2009, Brian Turpin explained the system to us and took us to several rooms where the equipment was already installed.

Furthermore, Bombard's February 18, 2009 email to Steven Kessler seeking approval of their Change Order 56 that includes the installation of the lighting material (Exhibit T-13A). The email states "This also needs approval; we have proceeded based on TWC direction".

I conclude that the developer had committed to the lighting system in August of 2008.

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

POC 515 – Top Five Floor Redesign

The revised room mix and design changes for the top five floors of the Tower were distributed by TWC on April 28, 2008 to the trade contractors (Exhibit T-14B). Project meetings were held in July 2008 discussing the design and the logic behind the revisions (Exhibit T-15).

Vendor credits and pricing were received during the fall of 2008 (see Bombard Mechanical pricing Exhibit T-16). As of March 10, 2009, pricing for the changes are still being discussed (Exhibit T-17).

April 30, 2009, the Owner/Contractor includes the unresolved change items as part of the enhanced budget revisions (Exhibit T-18).

It is reasonable to conclude that this work was known and committed to the project by the owner and contractor in late 2008, well in advance of the request for an enhanced budget.

**North Podium**

Lobby Sundries Build out

The architect issued Design Development drawings for the Lobby Sundries dated October 31, 2008. A proposed price of \$513K was prepared by Colasanti (Exhibit NP-1). On March 11, 2009 a revised price of \$562K was provided by Colasanti (Exhibit NP-2).

A series of emails were exchanged between February 14<sup>th</sup> and February 18, 2009 discussing the location of the budgeted funds for this work. It was the Owner's position that the funds for this work were part of the Base Building Cost (Exhibit NP-3).

The April 30, 2009 submission of the enhanced budget includes the build out of the Sundry shop at \$724,627 (Exhibit NP-4). This Sundry shop was included as part of the base budget and should not have been considered an extra to the project.



Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

It is reasonable to conclude that this work was known and committed to the project by the owner and contractor by February/March 2009.

Water Features

Preliminary budgeting for the project water features was provided by KHS&S contractors. A series of proposals were provided with the last proposal dated April 17, 2007 (prior to loan closing).

The water feature design was issued as a permit set of documents dated September 19, 2008. These documents were further discussed and revised on November 25<sup>th</sup> and 26<sup>th</sup>. KHS&S revised their April 2007 proposal on January 22, 2009 to reflect the new November designs (Exhibit NP-5). Included in the proposal are notes regarding three water features located at the North Porte Cochere (Feature #1N, #10N, #11N).

The proposal further indicates that the Owner is obtaining other pricing for feature #1N from other trade contractors. The Owner/Contractor on April 30<sup>th</sup> included the North Podium water features as an item of the enhanced budget in the amount of 1,041,601 (Exhibit NP-4).

I conclude that this work was known and committed to the project by the owner and contractor prior to the May 2009 request for an enhanced budget.

**General Conditions**

Wet 'n Wild Demo

The Cost-to-Complete report includes as part of the "enhanced budget" changes to part of the project that was to include a "Wet 'n Wild." Upon review of the documents, however, it appears that this work was included in the original budget. One of the first contracts drafted (June 12, 2007) was the demolition of the Wet 'n Wild site by Southern Nevada Paving (Exhibit GC-1). The records reflect that the budget was initially established and the first budget update was December 31, 2007 (Exhibit GC-2). The demolition of the Wet 'n Wild site was authorized by the Contractor in June 2007 and the work was completed by December 2007.

## Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

This item has been included as a charge of \$1.6M in the Enhanced Budget, which represents the full value of the work. Based on the review, it was concluded that the Wet 'n Wild Demolition items was not a new change but had been included in the project from the very beginning of the project.

General Conditions Comment

The project records indicate the original General Conditions budget included in the bank estimate was \$87.6M (Exhibit GC-3). The project records reflect this amount was changed to \$93.6M subdivided into three categories. This total is approximately 5% of the cost of the project construction.

➤ Site and Misc. Costs/Hoisting/Equipment	67.1M
➤ Office staff/Bonuses	1.7M
➤ Field Labor/Burden	24.8M

We understand from reviewing Change Order 3 for the General Conditions (dated December 11, 2007) that TWC and Fontainebleau Resorts would increase the General Conditions by 5% for Owner changes in the work (Exhibit GC - 4). Over the life of the project, \$338M in building related change orders were written to TWC (\$16.9M including hoisting).

In September 2008, TWC elected to transfer the Hoisting cost (Change Orders 11, 12, 13, 15) to the specific project areas (Exhibit GC-5). This transfer removed \$30.1M from the General Condition Costs reducing a comparable cost of General Conditions to \$63.5M. Over the life of the project TWC added an additional \$45.4M in General Condition thru change orders (Exhibit GC-6) raising the budget to \$108.9M. This 70% increase in the General Conditions warrants additional research as to the source and need for the changes.

As these expenses are normally time related expenses, monitoring the "burn rate" of the GCs can provide an industry accepted early warning sign that the project's budget could be in trouble.

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

**B. Review of Structural Steel change order for the Podium**

Prior to Fontainebleau Resorts closing on the loan in early June 2007, a Turnberry West Construction, Inc., the general contractor, and WW Steel established a \$115.1M Guaranteed Maximum Price (GMP) Design Assist agreement for the furnishing and installation of the Podium Structural Steel.

On June 13, 2007 WW Steel prepared a notice to increase the contract by \$41.6M which was transmitted to Turnberry on June 21, 2007 (Exhibit WW-1). On August 6, 2007 a formal change request was prepared by Turnberry to the Developer for the \$41.6M additional cost. Nine months later a formal change order was prepared dated May 23, 2008. This change order was signed by the Fontainebleau and Turnberry in early June 2008.

We conclude that Turnberry Construction, Fontainebleau Resorts and WW Steel knew significant additional costs were necessary months before preparing the change order.

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

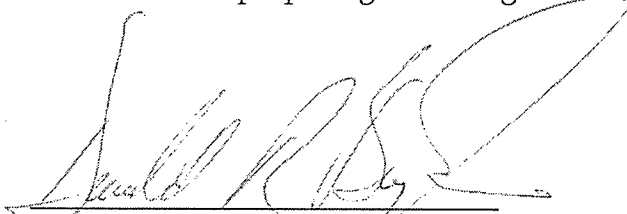
**CONCLUSION**

Based on my review of the documentation, I conclude that a significant portion of the claimed additional costs for the enhanced budget were costs that were previously known and/or committed.

I only reviewed a small portion of the total change requests and only a fraction of the documentation and found evidence from this sample that these costs were known and/or committed prior to establishing the Enhanced Budget. I also believe that further investigation would reveal additional known and/or committed costs. I saw little or no documentation to suggest that some of the changes I reviewed were new, as represented by the Developer.

As IVI noted in their report, the changes themselves strongly suggest that these costs were known and/or committed and our review confirms this.

With respect to the structural steel change order identified in May 2008, I conclude from the documentation that the Developer knew significant additional costs were necessary months before preparing the change order.



Donald R. Boyken, CCC, FRICS

Consultant

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

Section 3 – Exhibit Documents

Podium

- Exhibit P-1 Venue Projection POC 70 - Cost to Complete Review
- Exhibit P-2 Owner Change Order # 17 - PODIUM POC # 70 - 871 - June 23, 2008  
Partial Cost Associate with the Buyout of the Retail Corridors and Meeting Rooms  
Partial Cost Associate with the Buyout of the Meeting Rooms - June 2, 2008 - Notice to Proceed
- Exhibit P-3 Owner Change Order # 32 - PODIUM POC # 70 - 910A - November 17, 2008  
Back of House Venue
- Exhibit P-4 G703 Continue Sheet - Application and Certificate for Payment # 29 - Podium - Page 6
- Exhibit P-5 Email Re: Data Center - Aug 29, 2008  
Spreadsheet Re: Data Center - Budget vs. Requested Build out

Tower

- Exhibit T-1 Silver State Marble - Subcontract Change Order # 10 - January 19, 2009  
Fabrication of Condo Kitchen Countertops - January 19, 2009
- Exhibit T-2 Silver State Marble - Change Order Request # 28 - POC 15/25 - December 3, 2008
- Exhibit T-3 Turnberry West Construction - Approval Form for Silver State -

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*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

TOWER - February 13, 2009

CO#10 (200SIL093001)

- Exhibit T-4 Letter/Proposal Re: Installation for the re-glazing of the broken and or missing glass on Tower - January 23, 2009
- Exhibit T-5 Z Glass - Subcontract Change Order # 2 - February 17, 2009  
Item 5 Backup date January 23, 2009
- Exhibit T-6 Turnberry West Construction - Approval Form for Z-Glass - TOWER - February 17, 2009
- Exhibit T-7 Commitments with CO Detail - TOWER - Dated March 11, 2009
- Exhibit T-8 TWC Tower POC Log April 30, 2009 - Cost to Complete Review - May 15, 2009
- Exhibit T-9 Letter Re" Revised Pricing for Wireless DAS - March 26, 2008
- Exhibit T-10 Letter of Intent - Fontainebleau DAS Implementation From Fontainebleau to Tri-Power - April 2, 2008
- Exhibit T-11 Letter/DAS Bid Proposal - Bombard Electric - May 15, 2008/Frisk Elect - May 14, 2008/ CG Systems - May 19, 2008
- Exhibit T-12A Email Re: Bid Comparison GMP, DAS Scope of Work Electrical contractor - September 4, 2008  
Bid Comparison Worksheet - Not Dated
- Exhibit T-13 Email Re: Tri-Power Agreement - September 29, 2008
- Exhibit T-13A Bombard Email Re: Outstanding Change Orders & Attachment CR Log - February 18, 2009
- Exhibit T-14 TWC Email Re: DAS Installation - January 13, 2009
- Exhibit T-14A Turnberry West construction - Purchase Order Re: Furnish catalog & custom light fixtures for south façade and crown at roof of the

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

tower - July 28, 2008

- Exhibit T-14B TASI 145 - April 28, 2008
- Exhibit T-15 Turnberry West Construction - Meeting Minutes July 21, 2008
- Exhibit T-16 Bombard Mechanical Letter Re: Room Credit T57 through T 61 - Dated October 30, 2008
- Exhibit T-17 Turnberry West Construction Email Re: Revised Room Matrix Top 5 - March 10, 2009
- Exhibit T-18 TWC Tower POC Log April 30, 2009 - Cost to Complete Review - May 15, 2009

North Podium

- Exhibit NP-1 Fontainebleau Casino Resort Document - Re: Interior Build - Out Lobby Sundries
- Exhibit NP-2 Colasanti Specialty Services Email Re: Lobby Sundries Price Update with Attachments - dated March 11, 2009
- Exhibit NP-3 Fontainebleau - Email Re: N. Podium Sundries Shop Budget Source - February 18, 2009
- Exhibit NP-4 Turnberry West Construction - Fontainebleau North Podium Estimated Cost - 4/30/09 ACR - Cost to Complete Review - May 15, 2009
- Exhibit NP-5 KHS & S - Email with Attachments - Scope of Work T & R and Turnberry Budget Proposal - Dated January 22, 2009

General  
Conditions

- Exhibit GC-1 Southern Nevada Paving, Inc., Subcontract Agreement - Demolition, Grading & Paving - Wet -N-Wild - June 12, 2007

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

- Exhibit GC-2 Turnberry West Construction - Approval Form for Sunrise Utilities, LLC - Wet-n-Wild - December 31, 2007  
Budget Summary 1 - December 31, 2007
- Exhibit GC-3 AIA Document A114 - Exhibit C to Contract - Budget Report - May 28, 2007
- Exhibit GC-4 General Conditions Change Order 3 dated December 11, 2007
- Exhibit GC-5 General Conditions Change Order 11, 12 & 13 dated September 2008 and Change Order 15 dated December 8, 2008
- Exhibit GC-6 General Conditions Change Order Summary - Cost to Complete dated May 15, 2009
- Exhibit WW-1 WW Steel- Owner Change Order #13

Personal Vita – Donald R. Boyken, FRICS, CCC



Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

May 23, 2011

**Section 4 – Reference Material**

IVI Reports

- Cost to Complete – May 15, 2009
- Application for payment reviews, 14, 15, 16, 17, 18,
- Select Change logs
- General Conditions
  - Wet n Wild Lease
  - Wet n Wild Demo Subcontract Agreement
  - Various email from Hennigan Data base regarding bonuses
  - Owner change Orders – General Conditions 1 – 21
  - Owner Change Orders – Tower, Podium, Garage & Site
- Tower
  - Various email from Hennigan Database regarding Tower POC's 25, 43, 73, 104, 279, 280, 303, 354, 414, 441, 470, 502, 515, 141, & 142
  - Aderholt – Subcontractor Change Orders 1 – 12
  - Bombard Electric – documents regarding DAS System, Delta 20 Rev.
  - Silver State – Wall fabrication & Condo Kitchen Counter, Subcontractor Change Order
  - Illuminate – Light Fixture materials
  - Republic - POC 470 Hoist & Interior Elevator Operators
  - Z-Glass – Allowance – Broke or Missing Glass
  - Signal Rite – Subcontract Change Orders

Expert Report of Donald R. Boyken

*Avenue CLO Fund, Ltd., et al. v.  
Bank of America, N.A., et al., Case No. 09-23835*

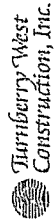
May 23, 2011

- Garage
  - Various email from Hennigan Database regarding Garage POC's 12B, 14A, 15A & B, 58D, 59B, 82, 98, 102, 104, 112, 141 & 142
  - Additional Fireproofing
  - Issues regarding Deltas, 8, 12, 15
- Podium
  - Various email from Hennigan Database regarding Podium POC's 70, 66, 90, 97, 107.3, 141, & 142
  - POC 70 - Venue Projects
  - POC 90 – JBI Pool Changes
- N. Podium
  - Various email from Hennigan Database regarding n. Podium changes
  - Water Features – Subcontract Agreement, Budget Pricing
  - Scope of work
  - Sundries Buildout
  - BOH & Baggage
- Select Logs
  - ACR
  - POC
- Estimate Budget
- WW Steel – Job Analysis Estimate Report
- Change Order Logs
- Erection & Vendor Logs
- Garage Change Order Summary Sheet

EXHIBIT P-1

5/11/2009

Venue Projections



Turnberry West Construction, Inc.
1404 S. 17th Ave.
Miami, FL 33134

Table with columns: Item, Area Description, Original Budget, Actual Approved, Current Budget, Pending OCO's, Pending OCO's, AGR Forecast, Current Projections, POC #17\*, Actual NIEP, Current Total, Comments. Includes sub-totals for 'Area that has budget only' and 'Sub Total'.

Full Qualified Estimate

Progress Estimate

Target Budget

Notes

1 Costs for SOLO NIEP are based upon actual cost basis for the Collins Shire as display is pending.
2 Costs for Freshness and Halibut NIEP are based upon actual cost basis for the Collins Shire as display is pending.

EXHIBIT P-2

2827 Paradise Road  
 4th Floor  
 Las Vegas, NV 89109  
 Phone (702) 495-8010 FAX (702) 495-8011



**OWNER CHANGE ORDER**

**Project:**  
 Podium  
 Fontainebleau Resorts, Las Vegas

**CONTRACT:** 10500  
**Change Order:** 17  
**Date:** 6/23/08

**To Contractor:**  
 Turnberry West Construction, Inc.  
 2755 Las Vegas Blvd. S  
 Las Vegas, NV 89109  
 (702) 485-7360 FAX (702) 495-7366

~~The Contract is changed as follows:~~  
**POC #70 - Partial Costs Associated with the Buy-out of the Retail Corridor (Public Circulation) and Meeting Rooms - costs include Retail Promenade and Meeting Room Interiors and respective value engineering.**

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

Request #	Description	Amount
POC 70	Partial Costs Associated with the Buy-out of the Retail Corridor - Area Public Circulation	\$ 714,755.00
	Partial Costs Associated with the Buy-out of the Meeting Rooms	\$ (437,740.00)
<b>Total Change \$</b>		<b>277,015.00</b>

The Original Contract Amount was	\$	609,115,668.00
Net Change by previously authorized Change Orders through 16	\$	94,983,940.12
The Contract Amount prior to this Change Order was	\$	704,099,608.12
The Contract will be increased/decreased by this Change Order in the Amount of	\$	277,015.00
The New Contract Amount including this Change Order will be	\$	704,376,621.12

The Contract Time will be:  
 The date of Substantial Completion as of the date of this Change Order therefore is:

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

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

Fontainebleau Las Vegas, LLC  
**OWNER**  
 2827 Paradise Road, 4th Floor  
 Las Vegas, NV 89109

(Signature) Roger McElfresh  
 President and COO

(Signature) SVP of Development

By \_\_\_\_\_  
 Date 7/7/08

By \_\_\_\_\_  
 Date 7/11/08



**Change Request**

To: FONTAINEBLEAU LAS VEGAS LLC

Number: 314

Date: 6/19/08

Job: 10500 2-Podium

Phone: (702) 495-7360

Description: POC #70-871 Retail Corridor Buyout OCO

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

Work performed by subcontractors:		
Description	Subcontractor	Price
Cementitious Decks		\$2,759.00
Structural Metal Framing		\$-218,514.00
Metal Fabrications		\$76,323.00
Ornamental Metal		\$60,588.00
Rough Carpentry		\$55,203.00
Finish Carpentry		\$-172,498.00
Architectural Woodwork		\$739,642.00
Wood Door Frames		\$-59,022.00
Insulation		\$12,419.00
Caulking & Sealants		\$12,548.00
Metal Doors & Frames		\$211,205.00
Special Doors		\$6,250.00
Glazing		\$-1,519,970.00
Gypsum Wallboard		\$506,239.00
Tile & Stone Supply		\$150,148.00
Tile & Stone Installation		\$2,331,292.00
Acoustial Ceilings		\$-209.00
Carpeting		\$12,980.00
Resilient Flooring		\$-683.00
Painting		\$-975,485.00
Fire Protection Specialties		\$3,500.00
Millwork		\$-519,960.00
	<b>Subtotal:</b>	<b>\$714,755.00</b>
	<b>Subtotal:</b>	<b>\$714,755.00</b>
	<b>Total:</b>	<b>\$714,755.00</b>

Fontainebleau Resorts Confidential

6/19/2008

Page 1

The Fontainebleau  
Podium Interiors  
Las Vegas, NV

871							
Public Circulation							
			Original Estimate	Complete Estimate	Value Engineering	Revised Estimate	Variance to Original Estimate
1	General Conditions						\$0
2	Sitework						\$0
3	Concrete		\$25,241	\$28,000	\$2,759	\$28,000	\$2,759
	03-500	Topping slabs	\$25,241	\$28,000		\$28,000	\$2,759
4	Masonry						\$0
5	Metals		\$218,514	\$148,955	-\$107,742	\$37,213	-\$181,301
	05-100	Structural Metal Framing	\$218,514			\$0	-\$218,514
	05-500	Misc. Steel		\$76,323		\$76,323	\$76,323
	05-700	Orn. Metals	\$240,303	\$1,408,633	-\$1,107,742	\$300,891	\$60,588
6	Woodwork/Plastics		\$729,127	\$459,163	-\$269,964	\$249,163	-\$479,964
	06-100	Rough Carpentry	\$29,797	\$385,891	-\$300,891	\$85,000	\$55,203
	06-200	Finish Carpentry	\$172,498			\$0	-\$172,498
	06-400	Architectural Millwork	\$519,832	\$1,168,422	-\$428,780	\$789,642	\$219,810
	06-200 or 06-400	Door Casings	\$59,022			\$0	-\$59,022
7	Thermal/Moisture		\$8,169	\$20,588		\$20,588	\$12,419
	07-100	Waterproofing				\$0	\$0
	07-200	Insulation	\$8,169	\$20,588		\$20,588	\$12,419
	07-900	Caulking & Sealant		\$12,548		\$12,548	\$12,548
8	Doors/Windows		\$15,982	\$227,187		\$227,187	\$211,205
	08-100	Doors & Frames	\$15,982	\$227,187		\$227,187	\$211,205
	08-300	Access Doors		\$6,250		\$6,250	\$6,250
	08-800	Glazing	\$1,846,179	\$340,990	-\$14,787	\$326,203	-\$1,519,976
9	Finishes		\$3,649,566	\$2,245,263	-\$1,404,303	\$562,960	-\$2,086,606
	09-990	Finish Allowance		\$324,032	-\$324,032	\$0	\$0
	09-029	GFRG		\$171,200	-\$171,200	\$0	\$0
	09-250	Fmg/Drywall	\$1,620,819	\$2,040,597	\$86,461	\$2,127,058	\$506,239
	09-300	Tile & Stone Supply	\$781,162	\$4,718,266	-\$1,455,683	\$931,310	\$150,148
	09-350	Tile & Stone Install				\$2,331,292	\$2,331,292
	09-510	Acoustical Ceiling Tile	\$209	\$0		\$0	-\$209
	09-540	F.R.P. Walls		\$0		\$0	\$0
	09-600	Carpeting (Install Only)	\$65,804		\$78,784	\$78,784	\$12,980
	0-9850	Resilient Flooring	\$683			\$0	-\$683
	09-900	Paint & WC	\$1,180,909	\$102,674	\$12,750	\$205,424	-\$975,485
10	Specialties		\$0	\$3,500	\$0	\$3,500	\$3,500
	10-110	Leather Panels				\$0	\$0
	10-160	Toilet Partitions				\$0	\$0
	10-520	Fire Extn.		\$3,500		\$3,500	\$3,500
	10-650	Operable Partitions				\$0	\$0
	10-800	Toilet Accessories				\$0	\$0
11	Equipment		\$0	\$0	\$0	\$0	\$0
12	Furniture		\$0	\$0	\$0	\$0	\$0
13	Special Construction		\$0	\$0	\$0	\$0	\$0
14	Scavenging		\$0	\$0	\$0	\$0	\$0
15	Mechanical		\$0	\$0	\$0	\$0	\$0
16	Electrical		\$0	\$0	\$0	\$0	\$0
	Subtotal		\$6,785,245	\$11,125,100	-\$3,625,100	\$7,500,000	\$714,754

Value of OCO \$714,754



Deven Kumar  
Fontainebleau Resorts – Las Vegas  
2755 Las Vegas Blvd S.  
Las Vegas, NV 89109

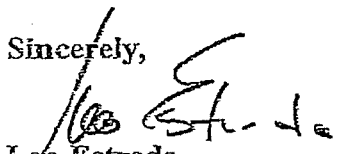
June 2, 2008

871  
RE: Retail Promenade – Area 866 - Notice to Proceed

Turnberry West Construction, Inc. will proceed with construction of Retail Promenade interiors based on the Paul Steelman Design Group drawings dated April 4, 2007, drawing log is attached. TWC and FBR have reviewed the estimate dated May 29, 2008 (attached) and have agreed to a construction cost of \$7,500,000 with the accepted “Valued Engineering” as outlined in the estimate.

An Owner Change Order will follow for +\$714,755 to cover the differences from the October 26, 2006 “Guaranteed Maximum Price”. The POC (“Potential Owner Change”) Log dated May 29, 2008 item #70 will be adjusted based agreed estimate.

Sincerely,

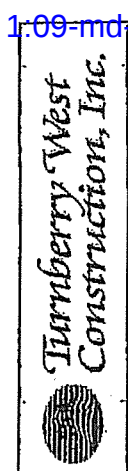
  
Leo Estrada  
Senior Project Manager

CC: Louis DeSantis – FBR  
Roger McElfresh – TWC  
Bob Ambridge – TWC  
Glen Russo - TWC  
Dan Ruddock – TWC  
Paul Rogers - TWC  
Robin Allen - TWC

Turnberry West  
Construction, Inc.

FONTAINEBLEAU LAS VEGAS, 2755 LAS VEGAS BLVD S., LAS VEGAS, NV 89109  
PHONE 702-495-7360 FAX 702-495-7361 WWW.TURNBERRYWEST.COM NV Lic. #3167365

CR# 314



**The Fontainebleau Casino Resort**  
 Las Vegas, NV 89109  
 Interior Building-Out Proposal (21 December 100% CD Interior Design and 18 February 2010 Architectural Programs)  
 (Retail) Promenade Level 06  
 10 April 2008  
 20 May 2008

Item #	Quantity	Unit	Unit Cost	Estimation	BLDG	Notes
01	1	ALLOW	\$ 500,000.00	\$	500,000.00	Estimated by cost savings
02	40,800	SF	\$ 10.00	\$	408,000.00	Not Accepted
03	10,000	SF	\$ 20.00	\$	200,000.00	As specified
04	30	EACH	\$ 24,000.00	\$	720,000.00	Not Accepted
05	67	SF	\$ 170.00	\$	11,390.00	Not Accepted
06	1	ALLOW	\$ 325,000.00	\$	325,000.00	Accepted
07	143	SF	\$ 216.00	\$	30,888.00	Accepted
08	824	SF	\$ 18.00	\$	14,832.00	Accepted
09	18	SF	\$ 65.00	\$	1,170.00	Accepted
10	476	SF	\$ 14.00	\$	6,664.00	Not Accepted
11	1	ALLOW	\$ 178,000.00	\$	178,000.00	Accepted
12	7,841	SF	\$ 10.00	\$	78,410.00	Accepted
13	6,031	SF	\$ 20.00	\$	120,620.00	Accepted
14	1	ALLOW	\$ 210,000.00	\$	210,000.00	Not Accepted
15	5,000	SF	\$ 70.00	\$	350,000.00	Accepted
16	3,000	SF	\$ 1.50	\$	4,500.00	Accepted
17	3,000	SF	\$ 4.25	\$	12,750.00	Accepted
						Total of Approved VE \$ (3,525,100.00)
01	4,000	SF	\$	\$		Accepted
						Included in Store Materials Above
<b>Total Budget Estimate \$ 11,126,101</b> <b>Total Interior Build-Out Budget Baseline 10-28-08 Budget \$ 8,399,394</b> <b>Total Interior Build-Out Budget 03-18-08 Allowances \$ 7,319,575</b> <b>Total Adjusted Budget \$ 7,500,000</b> <b>Budget Variance (Estimate to Baseline Budget) \$ 714,756</b> <b>Budget Variance (Estimate to Updated Budget) \$ 100,425</b>						

**ADDITIONAL MATERIAL NOT SHOWN ON PLANS FOR RETAIL TENANT STOREFRONTS AND NOT INCLUDED IN THIS BUDGET**

01 INTERIOR GLAZING  
 02 Finish and install structural structural glass sliding glass doors, 1/2" tempered glass & 8" x 8" doors.  
 03 Finish and install 2-1/2" x 7" structural system with vertical mullions as per B. Schmitt for sketch  
 04 Finish and install structural glass wall at 12'-0" without structural steel, 1/2" tempered glass and 8'-0" doors.  
 05 Add for low-cost clear glass product  
 06 CERAMIC TILE AND INTERIOR STONE  
 07 Finish only Ceramic Grid Paneling (MAX 20'x30') 1/2" x 4" tiled by Termal Enterprises. (Amount to be included on other allowances per entry.

VE #13 CARPET (OFCI)  
 Additional carpeted carpet in area of some floor  
 VE #14 LIGHT FIXTURES (OFCI)  
 Includes two change entry vestibules in area 45B  
 LE-100-000 Custom Wall Stope  
 LE-100-001 2'-0" DIA HALO Ring Fixture  
 LE-100-002 6'-0" DIA HALO Ring Fixture  
 LE-100-003 8'-0" DIA HALO Ring Fixture  
 LE-100-004 12'-0" DIA HALO Ring Fixture  
 LE-100-005 Large S-Smoke Chandelier  
 LE-100-006 Medium S-Smoke Chandelier  
 LE-100-007 Strip S-Smoke Chandelier  
 WALLCOVERING (OFCI)  
 Wetroom Wallcovering  
 Wetroom Wallcovering  
 Add to replace wood paneling

**Note: All FF & E Quantities are a takeoff based upon actual square footages. No allowances for repeats, waste, attic stock, etc. are included in these values above.**

Total Agreed in Budget Value (including VE): \$ 7,500,000

Approver: *Bob Ambidge*  
 Date: 5/13/08

EXHIBIT P-3

2827 Paradise Road  
 4th Floor  
 Las Vegas, NV 89109  
 Phone (702) 495-8010 FAX (702) 495-8011



**OWNER CHANGE ORDER**

**Project:**  
**Podium**  
 Fontainebleau Resorts, Las Vegas

**CONTRACT: 10500**  
**Change Order: 32**  
**Date: 11/17/08**

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

**The Contract is changed as follows:**

POC #70 - 910A General Back of House Venue - costs include Fences & Gates, Cementious Decks, Structural Metal Framing, Ornamental Metal, Rough Carpentry, Architectural Woodwork, Wood Door Frames, Protection of New Work, Waterproofing Insulation, Firestopping, Sealants, Metal Doors and Frames, Special Doors, Overhead & Coiling Doors, Glazing, Gypsum Wallboard, Tile, Acoustical Ceilings, Final Cleaning, Special Wall Surfaces, Resilient Flooring, Fluid Applied Flooring, Carpeting, Special Flooring, Painting, Finishes Contingency, Metal Toilet Compartments, Wall & Corner Guards, Fire Projection Specialties, Appliances (Built in Suite Equipment), Wheel Chair Lift, Linen Chutes and Venue Management.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

Request #	Description	Amount
POC #70	Back of House Venue	\$ 2,943,498.00

**Total Change \$ 2,943,498.00**

The Original Contract Amount was	\$	609,115,666.00
Net Change by previously authorized Change Orders through 31	\$	94,270,949.87
The Contract Amount prior to this Change Order was	\$	703,386,615.87
The Contract will be <b>increased</b> /decreased by this Change Order in the Amount of	\$	2,943,498.00
The New Contract Amount including this Change Order will be	\$	<b>706,330,113.87</b>

The Contract Time will be:  
 The date of Substantial Completion as of the date of this Change Order therefore is:

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

**Turnberry West Construction, Inc.**  
**CONTRACTOR**  
 2755 Las Vegas Blvd. S  
 Las Vegas, NV 89109  
  
 (Signature)  
**R. AMBRIDGE**

By  
 12/03/08  
 Date

**Fontainebleau Las Vegas, LLC**  
**OWNER**  
 2827 Paradise Road, 4th Floor  
 Las Vegas, NV 89109  
  
 (Signature)  
**SUP of Development**

By  
 11/17/08  
 Date



**Change Request**

To: FONTAINEBLEAU LAS VEGAS LLC

Number: 169.910  
Date: 11/10/08  
Job: 10500 2-Podium  
Phone: (702) 495-7360

Description: POC #70-910A - General BOH Approved Venue Budget

We are pleased to offer the following specifications and pricing to make the following changes:

The total amount to provide this work is ..... \$2,943,498.00  
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

If you have any questions, please contact me at (702)495-7360.

Submitted by: Robin Allen  
Turnberry West Construction

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Cc:



Change Request 169,910 Price Breakdown  
Continuation Sheet

Description: POC #70-910A - General BOH Approved Venue Budget

Description	Labor	Material	Subcontract	Other	Price
Fences & Gates			\$73,125.00		\$73,125.00
Decorative Decks			\$175,252.00		\$175,252.00
Structural Metal Framing			\$261,378.00		\$261,378.00
Ornamental Metal			\$-9,026.00		\$-9,026.00
Rough Carpentry			\$153,029.00		\$153,029.00
Architectural Woodwork			\$590,450.00		\$590,450.00
Wood Door Frames			\$-152,395.00		\$-152,395.00
Protection of New Work			\$153,029.00		\$153,029.00
Waterproofing			\$81,393.00		\$81,393.00
Insulation			\$262,542.00		\$262,542.00
Restopping			\$75,000.00		\$75,000.00
Sealants			\$604,966.00		\$604,966.00
Metal Doors & Frames			\$3,181,057.00		\$3,181,057.00
Special Doors			\$42,500.00		\$42,500.00
Overhead & Coiling Doors			\$60,650.00		\$60,650.00
Painting			\$-296,949.00		\$-296,949.00
Gypsum Wallboard			\$3,168,213.00		\$3,168,213.00
Tile			\$141,903.00		\$141,903.00
Acoustical Ceilings			\$47,815.00		\$47,815.00
Final Cleaning			\$513,821.00		\$513,821.00
Special Wall Surfaces			\$-19,102.00		\$-19,102.00
Resilient Flooring			\$-1,248,864.00		\$-1,248,864.00
Liquid Applied Flooring			\$1,210,380.00		\$1,210,380.00
Carpeting			\$109,055.00		\$109,055.00
Special Flooring			\$-1,150,645.00		\$-1,150,645.00
Painting			\$1,021,603.00		\$1,021,603.00
Finishes Contingency			\$-7,643,381.00		\$-7,643,381.00
Metal Toilet Compartments			\$100,308.00		\$100,308.00
Wall & Corner Guards			\$429,180.00		\$429,180.00
Fire Protection Specialties			\$42,517.00		\$42,517.00
Appliances,Built in Suite Equip			\$-90,846.00		\$-90,846.00
Wheel Chair Lift			\$28,000.00		\$28,000.00
Men Chutes			\$36,600.00		\$36,600.00
Venue Management			\$990,940.00		\$990,940.00

Subtotal: \$2,943,498.00

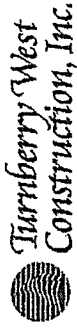
Total: \$2,943,498.00

The Fontainebleau  
 Podium Interiors  
 Las Vegas, NV

			910A		
			General BOH		
			Original Estimate (From Timberline)	Current Estimate	Variance to Current Estimate
1	General Conditions				
2	Sitework		\$0	\$73,125	\$73,125
		Chain Link Fencing		\$73,125	\$73,125
3	Concrete		\$1,032	\$176,284	\$175,252
	03-500	Topping Slabs	\$1,032	\$176,284	\$175,252
4	Masonry		\$0	\$0	\$0
5	Metals		\$470,650	\$724,012	\$253,362
	05-100	Misc. Steel	\$462,634	\$724,012	\$261,378
	05-700	Orn. Metals	\$8,026		-\$8,026
6	Wood & Plastics		\$210,352	\$367,155	\$156,803
	06-100	Rough Carpentry	\$60,957	\$367,015	\$306,058
	06-200	Finish Carpentry	\$0		\$0
	06-400	Architectural Millwork		\$590,450	\$590,450
	06-460	Door Casings			-\$152,395
	06-542	Protection of New Work	\$152,395		\$0
7	Thermal & Moisture		\$209,637	\$1,233,548	\$1,023,911
	07-100	Waterproofing	\$4,156	\$85,549	\$81,393
	07-200	Insulation	\$205,491	\$468,033	\$262,542
	07-840	Firestopping		\$75,000	\$75,000
	07-900	Caulking & Sealant	\$0	\$604,866	\$604,866
8	Doors & Windows		\$762,656	\$3,749,956	\$2,987,258
	08-100	Doors & Frames	\$442,648	\$3,623,905	\$3,181,057
	08-300	Access Doors		\$42,500	\$42,500
	08-323	Overhead & Colling Doors		\$60,650	\$60,650
	08-800	Glazing	\$319,850	\$22,901	-\$296,949
9	Finishes		\$27,799,194	\$28,949,992	\$1,150,798
	09-250	Fmg/Drywall	\$19,994,717	\$17,162,930	\$3,168,213
	09-300	Ceramic & Quarry	\$174,564	\$316,467	\$141,903
	09-510	Acoustical Ceiling Tile	\$1,088,876	\$1,134,891	\$47,815
	09-535	Final Cleaning		\$513,821	\$513,821
	09-540	F.R.P. Walls		\$264,834	-\$19,102
	09-650	Resilient Flooring	\$1,821,900	\$573,036	-\$1,248,864
	09-670	Fluid Applied Flooring		\$1,210,380	\$1,210,380
	09-680	Carpeting	\$54,525	\$163,580	\$109,055
	09-700	Special Flooring	\$1,238,999	\$88,354	-\$1,150,645
	09-900	Painting	\$0	\$1,021,603	\$1,021,603
	09-990	Finishes Contingency	\$9,143,677	\$1,500,286	-\$7,643,391
10	Specialties		\$5,283	\$577,230	\$572,005
	10-110	Leather Panels			\$0
	10-160	Toilet Partitions	\$0	\$100,308	\$100,308
	10-260	Corner & Wall Protection		\$429,180	\$429,180
	10-520	Fire Extn.	\$5,283	\$47,750	\$42,517
	10-650	Operable Partitions			\$0
	10-800	Toilet Accessories	\$0		\$0
11	Equipment		\$90,846	\$0	-\$90,846
	11-450	Residential Equip.	\$90,846		-\$90,846
12	Furnishings		\$0	\$0	\$0
13	Special Construction		\$0	\$0	\$0
	13-150	Pools/Spas/WF	\$0	\$64,600	\$64,600
14	Conveying		\$0	\$0	\$0
	14-421	Wheel Chair Lift	\$0	\$28,000	\$28,000
	14-560	Linen Chutes	\$0	\$36,600	\$36,600
15	Mechanical		\$0	\$0	\$0
16	Electrical		\$0	\$990,940	\$990,940
17	Management		\$0	\$990,940	\$990,940
	17-040	Venue Management	\$0	\$990,940	\$990,940
	Subtotal		\$29,553,662	\$32,497,160	\$2,943,498

**The Fontainebleau Casino Resort**

Las Vegas, NV 09/09  
 Interior Building-Out Budget  
 Break of House Area  
 06 November 2006



**Square Footage Summary**

Overall Break of House Square Footage	754,090
Current BGF Total Construction Estimate	\$ 4,237
10/1/08 BGF Budget Allowance	\$ 4,079
Baseline BGF Budget Allowance	\$ 4,027

CSI	(S) Description	Quantity	Unit	Unit Cost	Extension	Total	Notes
102819	Corner and Wall Protection	811.00	LF	\$ 69.00	\$ 54,979.00	\$ 424,100.00	Includes top and bottom rail
102816	Plastic Crash Rail	11.00	EACH	\$ 1,854.00	\$ 20,394.00		P-C average height
102818	Corner Protection	69.00	S	\$ 93.00	\$ 6,417.00		Includes top and bottom rail
102815	Plastic Crash Rail	49.00	LF	\$ 2,184.00	\$ 107,016.00		P-C average height
102817	Corner Protection	49.00	S	\$ 93.00	\$ 4,557.00		Includes top and bottom rail
102814	Plastic Crash Rail	12.00	EACH	\$ 1,485.00	\$ 17,820.00		P-C average height
102813	Corner Protection	17.00	S	\$ 93.00	\$ 1,581.00		Includes top and bottom rail
102812	Plastic Crash Rail	21.00	LF	\$ 2,175.00	\$ 45,675.00		P-C average height
102811	Corner Protection	15.00	S	\$ 93.00	\$ 1,395.00		Includes top and bottom rail
102810	Plastic Crash Rail	37.00	LF	\$ 3,201.00	\$ 118,537.00		P-C average height
102809	Corner Protection	15.00	S	\$ 93.00	\$ 1,395.00		Includes top and bottom rail
102808	Plastic Crash Rail	13.00	LF	\$ 1,650.00	\$ 21,450.00		P-C average height
102807	Corner Protection	6.00	S	\$ 93.00	\$ 558.00		Includes top and bottom rail
102806	Plastic Crash Rail	13.00	LF	\$ 1,650.00	\$ 21,450.00		P-C average height
102805	Corner Protection	3.00	S	\$ 93.00	\$ 279.00		Includes top and bottom rail
102804	Plastic Crash Rail	24.00	LF	\$ 89.00	\$ 2,136.00		P-C average height
102803	Corner Protection	7.00	EACH	\$ 154.00	\$ 1,078.00		Includes top and bottom rail
104400	Fire Extinguishers and Cabinets					\$ 47,600.00	
104419	Fire Extinguisher Cabinets and Fire Extinguishers	40.00	EACH	\$ 250.00	\$ 10,000.00		Includes parking area
104418	Fire Extinguisher Cabinets and Fire Extinguishers	45.00	EACH	\$ 280.00	\$ 12,600.00		Includes parking area
104417	Fire Extinguisher Cabinets and Fire Extinguishers	32.00	EACH	\$ 250.00	\$ 8,000.00		Includes parking area
104416	Fire Extinguisher Cabinets and Fire Extinguishers	13.00	EACH	\$ 250.00	\$ 3,250.00		
104415	Fire Extinguisher Cabinets and Fire Extinguishers	15.00	EACH	\$ 250.00	\$ 3,750.00		
104414	Fire Extinguisher Cabinets and Fire Extinguishers	22.00	EACH	\$ 250.00	\$ 5,500.00		
104413	Fire Extinguisher Cabinets and Fire Extinguishers	5.00	EACH	\$ 250.00	\$ 1,250.00		Allowance (No installed drawings for this level)
104412	Fire Extinguisher Cabinets and Fire Extinguishers					\$ 81,354.00	
144200	Access Flooring						
144202	TEFFTER Room	831.00	SF	\$ 14.00	\$ 11,634.00		
144200	Access Flooring System					\$ 28,000.00	
144201	LV94 Corridor	1.00	ALLOW	\$ 28,000.00	\$ 28,000.00		
144100	Wheel Chair Lifts						
144103	Facility Chair	122.00	LF	\$ 300.00	\$ 36,600.00		Hand Space Curbs
144102	Laundry and Open Closets						
144101	Miscellaneous Equipment	4815.00	SF	\$ 15.00	\$ 72,225.00		Hand Space Curbs
144100	Chain Link Fence						Hand Space Curbs

Sub Total Construction Estimate \$ 30,006,924.68  
 Construction Contingency (5% of Construction Estimate) \$ 1,500,296.16  
 General Conditions (3% of Total Interior Build-Out Budget 10-14-2006 Allowance) \$ 980,840.59  
 Accepted Value Engineering \$  
 Total Budget Estimate \$ 32,497,161.35  
 Total Interior Build-Out Budget Baseline 10-26-06 Budget \$ 29,802,642.00  
 Total Interior Build-Out Budget Allowance 10-14-2006 Allowance \$ 23,051,350.00  
 Budget Variance (Estimate to Baseline Budget) \$ (2,654,616.35)  
 Budget Variance (Estimate to 10-14-08 Budget) \$ 234,189.85



EXHIBIT P-4

**CONTRIBUTION SHEET**  
**FONTAINEBLEAU LAS VEGAS**  
**POOLHIM**  
**JOB # 10500**  
**APPLICATION NUMBER** 20.00  
**APPLICATION DATE** 04/10/09  
**PERIOD TO** 04/20/09

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	TOTAL CONTRACT VALUE	APPROVED AMOUNT	PAID AMOUNT	RETAINAGE	BALANCE	FORNISH TO DATE
Area 400	Public Restrooms	6,330	281.00	1,778,830.00	1,778,830.00	1,778,830.00	0.00	1,778,830.00	0.00
Area 401	Main Lobby	1	1,262,250.00	1,262,250.00	1,262,250.00	1,262,250.00	0.00	1,262,250.00	0.00
Area 402	Casino Sales Lounges	1	1,490,773.00	1,490,773.00	1,490,773.00	1,490,773.00	0.00	1,490,773.00	0.00
Area 403	Retail Lobby Lounges	1	1,040,237.00	1,040,237.00	1,040,237.00	1,040,237.00	0.00	1,040,237.00	0.00
Area 404	Casino Office	1	3,320,350.00	3,320,350.00	3,320,350.00	3,320,350.00	0.00	3,320,350.00	0.00
Area 405	Casino Shop	1	5,373,933.00	5,373,933.00	5,373,933.00	5,373,933.00	0.00	5,373,933.00	0.00
Area 406	Ballast	1	3,355,364.00	3,355,364.00	3,355,364.00	3,355,364.00	0.00	3,355,364.00	0.00
Area 407	Reels - Simuldas	1	478,093.00	478,093.00	478,093.00	478,093.00	0.00	478,093.00	0.00
Area 408	Reels - Logo	1	1,448,417.00	1,448,417.00	1,448,417.00	1,448,417.00	0.00	1,448,417.00	0.00
Area 409	Pull Out Frame Bar	1	2,000,485.00	2,000,485.00	2,000,485.00	2,000,485.00	0.00	2,000,485.00	0.00
Area 410	Non-Smoking	1	7,157,767.00	7,157,767.00	7,157,767.00	7,157,767.00	0.00	7,157,767.00	0.00
Area 411	High Limit Machines	1	8,904,183.00	8,904,183.00	8,904,183.00	8,904,183.00	0.00	8,904,183.00	0.00
Area 412	Casino Lobby	1	9,877,127.00	9,877,127.00	9,877,127.00	9,877,127.00	0.00	9,877,127.00	0.00
Area 413	Reels - Logo	1	584,657.00	584,657.00	584,657.00	584,657.00	0.00	584,657.00	0.00
Area 414	Public Circulation	1	20,850,000.00	20,850,000.00	20,850,000.00	20,850,000.00	0.00	20,850,000.00	0.00
Area 415	Spots Book	1	812,474.00	812,474.00	812,474.00	812,474.00	0.00	812,474.00	0.00
Area 416	Center Bar	1	1,150,338.00	1,150,338.00	1,150,338.00	1,150,338.00	0.00	1,150,338.00	0.00
Area 417	Crack	1	4,150,338.00	4,150,338.00	4,150,338.00	4,150,338.00	0.00	4,150,338.00	0.00
Area 418	Wine Bar	1	6,017,430.00	6,017,430.00	6,017,430.00	6,017,430.00	0.00	6,017,430.00	0.00
Area 419	Theater	1	13,681,182.00	13,681,182.00	13,681,182.00	13,681,182.00	0.00	13,681,182.00	0.00
Area 420	Pool Deck	1	6,785,244.00	6,785,244.00	6,785,244.00	6,785,244.00	0.00	6,785,244.00	0.00
Area 421	Pool Deck Restaurant Lounges	1	248,890.00	248,890.00	248,890.00	248,890.00	0.00	248,890.00	0.00
Area 422	Pool Deck	1	709,050.00	709,050.00	709,050.00	709,050.00	0.00	709,050.00	0.00
Area 423	Pool Deck	1	384,210.00	384,210.00	384,210.00	384,210.00	0.00	384,210.00	0.00
Area 424	Pool Deck	1	10,230,100.00	10,230,100.00	10,230,100.00	10,230,100.00	0.00	10,230,100.00	0.00
Area 425	Headst. Signage	1	650,000.00	650,000.00	650,000.00	650,000.00	0.00	650,000.00	0.00
Area 426	Pool Deck	1	810,000.00	810,000.00	810,000.00	810,000.00	0.00	810,000.00	0.00
Area 427	Pool Deck	1	150,000.00	150,000.00	150,000.00	150,000.00	0.00	150,000.00	0.00
Area 428	Pool Deck	1	41,670.00	41,670.00	41,670.00	41,670.00	0.00	41,670.00	0.00
Area 429	Pool Deck	1	40,183.34	40,183.34	40,183.34	40,183.34	0.00	40,183.34	0.00
Area 430	Pool Deck	1	84,620.00	84,620.00	84,620.00	84,620.00	0.00	84,620.00	0.00
Area 431	Pool Deck	1	19,540.00	19,540.00	19,540.00	19,540.00	0.00	19,540.00	0.00
Area 432	Pool Deck	1	16,900.87	16,900.87	16,900.87	16,900.87	0.00	16,900.87	0.00
Area 433	Pool Deck	1	20,752.00	20,752.00	20,752.00	20,752.00	0.00	20,752.00	0.00
Area 434	Pool Deck	1	1,488,133.00	1,488,133.00	1,488,133.00	1,488,133.00	0.00	1,488,133.00	0.00
Area 435	Pool Deck	1	3,212,073.00	3,212,073.00	3,212,073.00	3,212,073.00	0.00	3,212,073.00	0.00
Area 436	Pool Deck	1	620,940.00	620,940.00	620,940.00	620,940.00	0.00	620,940.00	0.00
Area 437	Pool Deck	1	1,775,663.00	1,775,663.00	1,775,663.00	1,775,663.00	0.00	1,775,663.00	0.00
Area 438	Pool Deck	1	4,154,200.00	4,154,200.00	4,154,200.00	4,154,200.00	0.00	4,154,200.00	0.00
Area 439	Pool Deck	1	200,150.00	200,150.00	200,150.00	200,150.00	0.00	200,150.00	0.00
Area 440	Pool Deck	1	20,000.00	20,000.00	20,000.00	20,000.00	0.00	20,000.00	0.00
Area 441	Pool Deck	1	1,188,133.00	1,188,133.00	1,188,133.00	1,188,133.00	0.00	1,188,133.00	0.00
Area 442	Pool Deck	1	6,270,773.00	6,270,773.00	6,270,773.00	6,270,773.00	0.00	6,270,773.00	0.00
Area 443	Pool Deck	1	620,940.00	620,940.00	620,940.00	620,940.00	0.00	620,940.00	0.00
Area 444	Pool Deck	1	1,810,000.00	1,810,000.00	1,810,000.00	1,810,000.00	0.00	1,810,000.00	0.00
Area 445	Pool Deck	1	4,154,200.00	4,154,200.00	4,154,200.00	4,154,200.00	0.00	4,154,200.00	0.00
Area 446	Pool Deck	1	200,150.00	200,150.00	200,150.00	200,150.00	0.00	200,150.00	0.00
Area 447	Pool Deck	1	20,000.00	20,000.00	20,000.00	20,000.00	0.00	20,000.00	0.00
Area 448	Pool Deck	1	3,434,812.00	3,434,812.00	3,434,812.00	3,434,812.00	0.00	3,434,812.00	0.00
Area 449	Pool Deck	1	107,231,248.00	107,231,248.00	107,231,248.00	107,231,248.00	0.00	107,231,248.00	0.00

EXHIBIT P-5

**From:** R. C. White  
**To:** Deven Kumar  
**Sent:** 8/29/2008 11:55:17 AM  
**Subject:** FW: Data Center  
**Attachments:** PCO\_Data-Center.pdf

Since your hanging out with the big dogs so much I will pass on what I know and what is still to be clarified. I still want to identify the detail of PCO # 66, 849,938. Leo is out of Town, I spoke with him this AM and I will discuss with him on Tuesday. Additionally there is 500K for fit out of the room. I want to scope the two amounts and determine what the big picture is. All Data Cooling Systems I have installed have been Passive and reliable. Will keep you posted.

---

**From:** Roark, Mike [mailto:MRoark@turnberryltd.com]  
**Sent:** Thursday, August 28, 2008 4:42 PM  
**To:** R. C. White  
**Cc:** Russo, Glen; Estrada, Leo  
**Subject:** Data Center

RC,

Per our earlier conversation, attached is the PCO amount for the Data Center based on the installation requested by Fontainebleau IT. This installation cost comes with an increased annual operating cost of over \$18,000 just for electricity to run the cooling fans (which run 24/7). There are more cost effective methods of cooling these racks with lower construction costs and operating costs. The passive method is reliable, proven and being used in other casinos. This system is handling computing activities far in excess of what would ever be the demand at Fontainebleau and the initial construction costs would be approximately \$730,000 less.

**Mike Roark**  
Turnberry West Construction  
Project Manager Low Voltage  
Fontainebleau Casino and Resort  
office 702-495-7380  
[mroark@turnberryltd.com](mailto:mroark@turnberryltd.com)

*"All the adversity I've had in my life, all my troubles and obstacles, have strengthened me... You may not realize it when it happens, but a kick in the teeth may be the best thing in the world for you." Walt Disney*

P Ask yourself, do you really need to print this email?

**Data Center (TEF/TER)  
Budget vs Requested build out  
APC**

Cabinet Costs	\$135,480
Power Distribution	\$331,068
Number of CRAC/FCU units	6
CRAC/FCU Unit costs	\$87,784
Contracted CRAC costs	-\$32,008
Rack Specific Cooling Costs	\$466,914
Labor cost from Plumbing contractor for CDU connections	\$193,510
Installation Costs	\$344,520
Installation Management costs	\$49,724
Cable Tray for room installation	\$300,000
Data Center Estimated Build out cost excluding finish	\$1,878,992
Current budget allocated to build out	\$500,000
Potential Change order	\$1,378,992

8/28/2008

EXHIBIT T-1



**Turnberry West  
Construction, Inc.**

**ORIGINAL**

6623 South Las Vegas Blvd  
Las Vegas, NV 89119  
Ph : 702.495.7360

**Subcontract Change Order**

**Project:**  
10200 1-Tower  
Fontainebleau Resorts & Casino  
Las Vegas, NV 89109

**Subcontract: 200SIL093001**  
**Change Order: 10**  
**Date: 1/19/2009**

**To Contractor:**  
SILVER STATE MARBLE  
6025 HAUCK ST  
LAS VEGAS, NV 89119

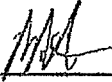
Cost Code	Change Request	Description	Amount
09-300	606	Fabrication of Condo Kitchen Countertops	\$325,071.00

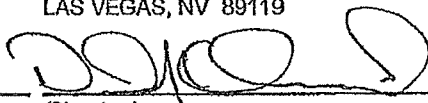
The original Contract Amount was \$24,269,839.00  
 Net change by previously authorized Change Orders through #: 9.00 \$-2,132,751.20  
 The Contract Amount prior to this Change Order was \$22,137,087.80  
 The Contract will be increased / decreased by this Change Order in the amount of \$325,071.00  
 The new Contract Amount including this Change Order will be \$22,462,158.80  
 The Contract Time will be unchanged.  
 The date of Substantial Completion as of the date of this Change Order therefore is  
**NOT VALID UNTIL SIGNED BY THE SUBCONTRACTOR.**

Turnberry West Construction, Inc.  
CONTRACTOR  
6623 South Las Vegas Blvd  
Las Vegas, NV 89119

SILVER STATE MARBLE  
SUBCONTRACTOR  
6025 HAUCK ST  
LAS VEGAS, NV 89119

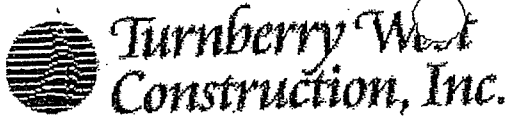
This Change Order is to compensate the Subcontractor & pay them in full for the work as described above. This change order covers & pays in full all of the Subcontractor's claims, extra work tickets, proposals, invoices, etc., for the change & includes all payment for any and all damages, delays, mark-ups, taxes, insurance, fees, & all other direct or indirect cost complete.

  
(Signature)  
**Robert R. Ambridge, CEO**

  
(Signature)

By 4/14/09  
Date

By 4-15-09  
Date



ORIGINAL

6623 South Las Vegas Blvd  
Las Vegas, NV 89119  
Ph : 702.495.7360

### Subcontract Change Order

**Project:**

10200 1-Tower  
Fontainebleau Resorts & Casino  
Las Vegas, NV 89109

**Subcontract:** 200SIL093001

**Change Order:** 10

**Date:** 1/19/2009

**To Contractor:**

SILVER STATE MARBLE  
6025 HAUCK ST  
LAS VEGAS, NV 89119

**The Contract is changed as follows:**

Add Fabrication of Kitchen Countertops

Scope: The Subcontractor shall furnish all necessary labor, materials, tools, equipment, duties, taxes, insurance, supervision, transportation and freight, coordination, quality control, handling, licenses, and all other related items, incidentals, and services as shown, specified, and/or as reasonably inferred to fabricate all materials and incidentals complete, to include, but not be limited to, all work required by appropriate Specifications, Drawings, etc., as listed below:

1. Pick up all Antique Brown Material from Cadillac Stone Works
2. Fabricate all Condo Kitchen and desk stone tops
3. Deliver fabricated pieces to Fontainebleau jobsite
4. Maintain a schedule of 2 Floors per week as required or else instructed by Turnberry West Construction
5. Field measure custom templates for each Condo Kitchen Counter Top T1-T56
6. Fabrication of Condo Kitchen Counter Tops is as follows:

**Studio Kitchen Counter Tops:**

714 Units Total x \$12.00 SF x 22 SF/unit= \$188,496.00  
714 Units Total x \$3.00 LF x 7.5 LF/unit= \$16,065.00

Total: \$204,561.00

**CH-1 Condo Kitchen Counter Tops:**

54 Units Total x \$12.00 SF x 44 SF/unit= \$28,512.00  
54 Units Total x \$3.00 LF x 13 LF/unit= \$2,106.00

Total: \$30,618.00

**CH-3 Condo Kitchen Counter Tops (Left):**

55 Units Total x \$12.00 SF x 41.4 SF/unit= \$27,324.00  
55 Units Total x \$3.00 LF x 12.5 LF/unit= \$2,062.50

Total: \$29,386.50

**CH-3 Condo Kitchen Counter Tops (Right):**

55 Units Total x \$12.00 SF x 41.4 SF/unit= \$27,324.00  
55 Units Total x \$3.00 LF x 12.5 LF/unit= \$2,062.50

Total: \$29,386.50

**CH-5 Condo Kitchen Counter Tops:-**

55 Units Total x \$12.00 SF x 43.9 SF/unit= \$28,974.00  
55 Units Total x \$3.00 LF x 13 LF/unit= \$2,145.00

Total: \$31,119.00

Total: \$325,071.00

No Tax LABOR ONLY



EXHIBIT T-2

Page 1 of 1

**Silver State Marble, LLC**

License No. 62776 & 62894

6025 Hauck Street  
Las Vegas, NV 89118  
702.647.8663

Expires \_\_\_\_\_

**CHANGE ORDER**

DATE 12/03/08	JOB NAME Fontainebleau Resort - Tower
ORIGINAL CONTRACT AMT	JOB LOCATION Las Vegas, NV - Fontainebleau Casino Resort

We propose the following changes in the scope of work:

**CHANGE ORDER REQUEST No. 28**

Silver State Marble will

1. Pick up all Antique Brown slabs from Cadillac Stone Works
2. Fabricate all Condo Kitchen and desk stone tops
3. Deliver fabricated pieces to Fontainebleau job site
4. Maintain a schedule of 2 floors per week as required.

Cut to size

Studio Kitchens & Desks 714 units @ 22 sf ea @ \$12/sf =	\$ 188,496.00 ✓
CH-1 Kitchens 54 units @ 44 sf ea @ \$12/sf =	\$ 28,512.00 ✓
CH-3 Kitchens 110 units @ 41.4 sf ea @ \$12/sf =	\$ 54,648.00 ✓
CH-5 Kitchens 55 units @ 43.9 sf ea @ \$12/sf =	\$ 28,974.00 ✓

Fabricate

Studio Kitchens & Desks 714 units @ 7.5 lf ea @ \$3/lf =	\$ 16,065.00 ✓
CH-1 Kitchens 54 units @ 13 lf ea @ \$3/lf =	\$ 2,106.00 ✓
CH-3 Kitchens 110 units @ 12.5 lf ea @ \$3/lf =	\$ 4,125.00 ✓
CH-5 Kitchens 55 units @ 13 lf ea @ \$3/lf =	\$ 2,145.00 ✓

Total

\$ 325,071.00 ✓

Exclusions:

1. Night / Weekend shift work
2. Taxes excluded
3. Labor only

PCO # 578  
POC # 15/25

We propose the above changes in the scope of work for the add of:

Three Hundred Twenty Five Thousand Seventy One xx/100--- dollars ( \$ 325,071.00 )

Payment as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving additional extra costs will be executed only upon additional written orders and will become an additional extra on the project. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature

*[Handwritten Signature]*

Note: this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature *[Handwritten Signature]*

Signature \_\_\_\_\_

Payment will be made as outlined above.

Date of Acceptance 12/5/08

EXHIBIT T-3



# Turnberry West Construction, Inc.

## APPROVAL FORM

Project #: 10200 Project Name: TOWER Request Date: 2/13/09

Purchase Order
  Change Order
  Field Directive
  Contract

Cost Code: 09-300 Cost Code Description: Tile  
 Cost Code:            Cost Code Description: #N/A

Company: Silver State Marble Contact Name: Dave Allsopp

### Budget Variance Analysis

Original Budget	\$ 24,565,719.00
Approved Revisions	\$ 1,703,415.95
Current Revised Forecast	\$ 26,269,134.95
Original Commitment	\$ 24,269,839.00
Additional Commitments	\$ 1,739,142.82
Total Committed to Date	\$ 26,008,981.82
<b>Current Commitment Request</b>	<b>\$ 325,071.00</b>
<b>Total</b>	<b>\$ 26,334,052.82</b>
Anticipated Costs to Complete	\$ 314,866.54
Anticipated Final	\$ 26,648,919.36
OCIP Credits	\$ 285,113.30
LEED Credits	\$ 230,201.26
Variance to Current Revised Budget	\$ (895,098.97)

*Handwritten notes:*  
 2/16/09  
 Dave Allsopp

### DESCRIPTION OF PRODUCTS/ SERVICES:

**CO#10 (200SIL093001)**

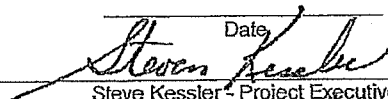
Add fabrication of Kitchen Countertops; Pick Up Antique Brown materials, Deliver fabricated pieces to site, Field measure custom templates for each top T1-56 and fabricate according to details provided. (Budget)

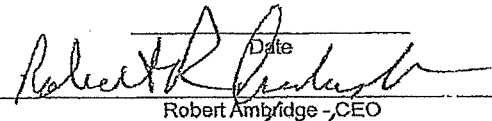
\*\*Variance: See Attached

### APPROVALS:

Ken McElfresh - Senior Project Manager

Roger McElfresh - President/COO

Date: 2/17/09  
  
 Steve Kessler - Project Executive

Date: 4/14/09  
  
 Robert Ambridge - CEO

Change Order to Silver State Marble

	<u>Project</u>	<u>Cost Code</u>	<u>Reference</u>
<u>Cost Code:</u>	10200	09-300	PCO # 578
			POC# 150K AS OF 1/2/09

#25 1/19/09

Scope: The Subcontractor shall furnish all necessary labor, materials, tools, equipment, duties, taxes, insurance, supervision, transportation and freight, coordination, quality control, handling, licenses, and all other related items, incidentals, and services as shown, specified, and/or as reasonably inferred to fabricate all materials and incidentals complete, to include, but not be limited to, all work required by appropriate Specifications, Drawings, etc., as listed below:

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Total: \$204,561.00

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Total: \$30,618.00

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Total: \$29,386.50

CH-3 Condo Kitchen Counter Tops (Right):

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Total: \$29,386.50

CH-5 Condo Kitchen Counter Tops:

55 Units Total x \$12.00 SF x 43.9 SF/unit= \$28,974.00  
 55 Units Total x \$3.00 LF x 13 LF/unit= \$2,145.00

Total: \$31,119.00

ENTERED on 2/5/08  
 BY: TARA

HOLD \_\_\_\_\_ PROCESS \_\_\_\_\_  
 POC# 150K

Total: \$325,071.00  
No Tax LABOR ONLY

ADDITIVE COST: Three Hundred Twenty Five Thousand Seventy One Dollars and  
00/100 Cents. \$325,071.00

---

EXHIBIT T-4

PCO 6020



January 23, 2009

Turnberry West Construction  
Ph: 702-352-1136  
Fx: 702-495-7392

ATTENTION: Brian Mori

RE: Re-Glazing of Broken or Missing Glass

Dear Brian,

We propose to provide the installation for the re-glazing of the broken and or missing glass on the Fontainebleau Tower on a cost plus basis. Cost will be our burdened labor rate as per our labor sheets attached, and any material and or equipment needed necessary to complete this scope of work, plus 10% for overhead and Profit.

If you have any questions or if we can be of further assistance, please call.

Sincerely,

Z-Glass Inc.

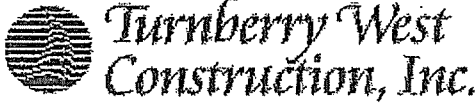
Steve Miller  
President

Cc: Tony Taylor - V.P.  
File:

6380 S. Valley View Blvd. Suite 236, Las Vegas, NV 89118  
Tel: 702-684-6720 Fax: 702-684-6724  
[www.zglassinc.com](http://www.zglassinc.com)



EXHIBIT T-5



6623 South Las Vegas Blvd  
 Las Vegas, NV 89119  
 Ph : 702.495.7360

**Subcontract Change Order**

**Project:**  
 10200 1-Tower  
 Fontainebleau Resorts & Casino  
 Las Vegas, NV 89109

**Subcontract:** 200ZGL089001  
**Change Order:** 2  
**Date:** 2/17/2009

**To Contractor:**  
 Z GLASS INC.  
 6380 S VALLEY VIEW BLVD.  
 LAS VEGAS, NV 89118

The Contract is changed as follows:  
 Halfen Embed Tolerance Conditions/Reglazing Allowance

Subcontractor shall furnish all necessary labor, incidental materials, tools, equipment, rigging, fasteners, duties, taxes, insurance, supervision, coordination, quality control, handlings, licenses, and all other related items, incidentals, and services as shown, specified, and/or as reasonable inferred to install all materials and incidentals complete, to include, but not be limited to, all work required by appropriate Specifications, Drawings, etc.

Cost Code	Change Request	Description	Amount
08-900	42.1	Crane-Delay - Downtime Oct 2008	\$10,549.47
08-900	43.1	Allowance for Reglazing Curtainwall Panels - Broken or Missing Glass	\$100,000.00
08-900	648	COR #01 - Labor/Material Required for Corrections due to Halfen Embed Tolerance Conditions	\$41,239.35
08-900	648	COR #03 - Labor/Material Required for Corrections due to Halfen Embed Tolerance Conditions	\$43,317.42
08-900	648	COR #02 - Labor/Material Required for Corrections due to Halfen Embed Tolerance Conditions	\$65,065.15
<b>Total:</b>			<b>\$260,171.39</b>

The original Contract Amount was	\$9,680,484.00
Net change by previously authorized Change Orders through #: 1.00	\$7,235,002.00
The Contract Amount prior to this Change Order was	\$16,915,486.00
The Contract will be increased / decreased by this Change Order in the amount of	\$260,171.39
The new Contract Amount including this Change Order will be	\$17,175,657.39
The Contract Time will be None.	
The date of Substantial Completion as of the date of this Change Order therefore is	

**NOT VALID UNTIL SIGNED BY THE SUBCONTRACTOR.**

Turnberry West Construction, Inc.  
 CONTRACTOR  
 6623 South Las Vegas Blvd  
 Las Vegas, NV 89119

Z GLASS INC.  
 SUBCONTRACTOR  
 6380 S VALLEY VIEW BLVD.  
 LAS VEGAS, NV 89118

This Change Order is to compensate the Subcontractor & pay them in full for the work as described above. This change order covers & pays in full all of the Subcontractor's claims, extra work tickets, proposals, invoices, etc., for the change & includes all payment for any and all damages, delays, mark-ups, taxes, insurance, fees, & all other direct or indirect cost complete.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

By

By

Date

Date

Z-Glass, Inc.: Change Order #1

PCO # Multiple  
POC # \_\_\_\_\_

	<u>Project No.</u>	<u>Cost Code</u>
<u>Cost Code:</u>	10200	08-900

Scope: The Subcontractor shall furnish all necessary labor, incidental materials, tools, equipment, rigging, fasteners, duties, taxes, insurance, supervision, coordination, quality control, handling, licenses, and all other related items, incidentals, and services as shown, specified, and/or as reasonably inferred to install all materials and incidentals complete, to include, but not be limited to, all work required by appropriate Specifications, Drawings, etc. as listed below:

1. Z-Glass COR dated 10/31/08, TWC PCO#571 • POC 256  
Additional cost associated with remedial work of halfen embed conditions out of tolerance with the curtainwall system. All work performed in the month of October 2008.  
Add: \$41,239.35
2. Z-Glass COR dated 10/31/08, TWC PCO#596 • POC #42  
Downtime incurred by Z-Glass during the month of October 2008 due to crane delays during glazing installation.  
Add: \$10,549.47
3. Z-Glass COR dated 11/30/08, TWC PCO#600 POC 256  
Additional cost associated with remedial work of halfen embed conditions out of tolerance with the curtainwall system. All work performed in the month of November 2008.  
Add: \$65,065.15
4. Z-Glass COR dated 12/31/08, TWC PCO#599 POC 256  
Additional cost associated with remedial work of halfen embed conditions out of tolerance with the curtainwall system. All work performed in the month of December 2008.  
Add: \$43,317.42
5. Z-Glass COR #5, TWC PCO#620 POC #43  
Additional cost associated with re-glazing of curtainwall panels to be performed on a T&M basis, labor rates and markup subject to Z-Glass re-glazing approved proposal.  
Add: \$100,000.00



HOLD  PROCESS 



EXHIBIT T-6



**APPROVAL FORM**

Project #: 10200 Project Name: TOWER Request Date: 2/17/09

Purchase Order  Change Order  Field Directive  Contract

Cost Code: 08-900 Cost Code Description: Glazed Curtain Walls

Cost Code: \_\_\_\_\_ Cost Code Description: #N/A

Company: Z Glass Inc Contact Name: Steve Miller

**Budget Variance Analysis**

Original Budget	\$ 57,468,434.00
Approved Revisions	\$ 829,046.44
Current Revised Forecast	\$ 58,297,480.44
Original Commitment	\$ 39,248,956.82
Additional Commitments	\$ 21,377,181.01
Total Committed to Date	\$ 60,626,117.83
Current Commitment Request	\$ 260,171.39
Total	\$ 60,886,289.22
Anticipated Costs to Complete	\$ 9.33
Anticipated Final	\$ 60,886,298.55
OCIP Credits	\$ 219,805.61
LEED Credits	\$ 1,443,892.28
Variance to Current Revised Budget	\$ (4,252,516.00)

*Handwritten initials and a circular stamp.*

**DESCRIPTION OF PRODUCTS / SERVICES**

CO #02 Halfen Embed - Reglazing Curtain Wall Panels (200ZGL089001) TOWER

Additional cost associated remedial work for Halfen Embed Tolerance Conditions, Downtime from Crane Delays during Glass Installation and Reglazing Curtainwall Panels from Broken or Missing Glass. (FROM BUDGET)

\*\*Variance: Zetian CO#03/POC#135-\$1,329,746; CO#04/POC#19D-\$446,501, #22B-\$521,437, CO#05/POC#10C-\$50,000, #184-\$305,874, #252-\$5,000, #253-\$5,800, #254-(-\$128,000); #136-\$813,225, #299-\$902,933

**APPROVALS**

Ken McElfresh - Sr. Project Manager

*Signature* Date \_\_\_\_\_

Steve Kessler - Project Executive

*Signature* Date 3/19/09

Roger McElfresh - President/COO

*Signature* Date \_\_\_\_\_

Robert Ambridge - CEO

*Signature* Date 4/14/09

EXHIBIT T-7

10250	1-70707			Original Amount	Pending Amount	Approved Amount	Revised Amount	Involved Amount	Retained Amount	Paid Amount
<b>200000000001</b>	<b>Curtain Wall/Fixed Window Pkg</b>	Committed	16,522,125.00	.00	(12,925,119.61)	3,524,845.23	3,526,845.17	381,379.08	3,224,453.34	
CD: 1	05-23-07 Description of Curtain Wall - See below for details:	Approved		.00	747,412.00					
CD: 2	11-14-07 Scope of Work Definition	Approved		.00	(200,804.40)					
CD: 3	03-13-08 Initial O&M Retention	Approved		.00	(280,115.50)					
CD: 4	01-21-08 Install steel channel clips, add curtain wall ...	Approved		.00	3,221,423.48					
CD: 5	01-09-08 Embassy Glass contract finalization effective 6/30/2008	Approved		.00	(72,324,265.00)					
	Change order totals:			.00	(12,895,219.61)					
<b>200000000002</b>	<b>20-Fixed Curtain Wall</b>	Committed	42,822,500.00	.00	2,944,714.94	43,867,210.94	42,119,560.95	3,244,101.28	39,875,459.67	
CD: 1	06-14-07 Adjust E&M to depend purchase order	Approved		.00	(8,273,342.28)					
CD: 2	02-27-07 Curtain Wall Materials - See detail below	Approved		.00	2,247,321.00	1,247,321.00				
CD: 3	02-25-08 Adjust L&M Program	Approved		.00	(879,360.23)					
CD: 4	08-04-08	Approved		.00	2,437,343.00					
CD: 5	08-27-08	Approved		.00	1,459,044.00					
CD: 6	05-16-08 Louver design, change in bldg height, top floor ...	Approved		.00	2,870,832.00					
CD: 7	02-16-09 Product detail of fixed, glass/mirrors at Center Eytion	Approved		.00	(214,237.00)					
CD: 8	02-16-09 Mockups for glass/mirrors (sch 14-09, 1400)	Approved		.00	(7,820.00)					
CD: 9	02-16-09 Labor for CX Frnt Charge; Labor/Materials to Material ...	Approved		.00	331,870.00					
CD: 10	02-16-09 Consult for cost of Flush Concrete Issues (B/C to ...	Approved		.00	23,331.00					
CD: 11	02-16-09 Field Vires - Material/Labor for Cost of Flush Concrete ...	Approved		.00	12,585.00					
CD: 12	02-12-09 Additional L&M Budget for CD 1's 01, 02, 03, 8 ...	Approved		.00	(656,512.23)					
	Change order totals:			.00	2,944,714.94	1,247,321.00				
<b>200000000003</b>	<b>Curtain Wall Installation</b>	Committed	9,889,484.00	.00	3,707,221.25	13,297,457.23	6,669,224.66	666,732.66	6,640,907.68	
CD: 1	02-11-08 Increased Timberline Commitment based on PM Contract	Approved		.00	3,447,482.00					
CD: 2	03-05-08 H&M Contract - O&M	Approved		.00	(1,740,260.75)					
CD: 3	03-05-08 H&M Contract - O&M	Approved		.00	250,173.25					
CD: 4	03-05-08 H&M Contract - O&M	Approved		.00	1,009,566.00					
CD: 5	03-05-08 H&M Contract - O&M	Approved		.00	250,173.25					
	Change order totals:			.00	3,707,221.25					
<b>Report Totals:</b>				<b>69,234,119.00</b>	<b>.00</b>	<b>(7,243,218.26)</b>	<b>60,890,823.73</b>	<b>54,324,822.78</b>	<b>4,332,464.76</b>	<b>47,850,425.02</b>

+3,788,000  
 \$ 64,668,913.72  
 - 3,788,000  
 \$ 60,880,913.72

**EXHIBIT T-8**



Turnberry West Construction, Inc.  
Tower POC Log  
April 30, 2009

POC #	Cost Code	Subcontractor	Description	March 09 ACR
25	09-300	Silver State	Fabrication Condo Vanilles from Incomplete CSW Parts	\$ 51,637.20
25	09-300	Silver State	Studio Shower wall fabrication see POC 430 & Condo Kitchen Counter tops see POC number 15	\$ 500,000.00
25	09-300	Silver State	Transition Fees	\$ 38,350.00
25	09-300	Silver State	3 Bay Suite Fabrication	\$ 50,054.00
28a	08-100	Arch Materials	Add 2 hour enclosure/doors at BOH linen/trash rooms	\$ 300,000.00
31	09-250	Aderholt	Fire rated five slide at square elevator fixtures	\$ 50,509.00
35	09-250	Aderholt	Demo, re-frame, re-hang, closet on 3-Bay suite, to re-frame to level T45 per POC # 536	\$ 30,504.00
41	09-250	Aderholt	Add ceilings at T56 where floor height was increased 10 12'-6" (W/Crown)	\$ 291,129.00
43	08-900	Z Glass	Reglazing Curtainwall Panels Allowance - Broken or Missing Glass	\$ 1,100,000.00
48	10-280	TBD	Wall Protection Linen, Maid, and Vending rooms - ROM	\$ 421,000.00
49	03-210	Century Steel	Static Lines - Install	\$ 6,156.63
57	15-700	Bombard Mech	Added HVAC at 3.5 Bay Hospitality Suite	\$ 75,000.00
58	15-300	Desert Fire	Delta 14 MEP Revision 14	\$ 3,760.63
58	15-700	Bombard Mech	Delta 14 Mechanical Revisions	\$ 264,713.00
65	15-700	Bombard Mech	Added temperature sensors in HW supply / return lines to heat exchangers	\$ 7,335.00
65	15-700	Bombard Mech	Temporary AC unit for Retail Mechanical Electric Room	\$ 4,898.00
69	16-200	Bombard Elect	Nevada Power Shut-down - High line N. Elevation Removal - Re-energize Temp Power	\$ 3,832.00
71	09-250	Aderholt	Reframe Blind Elevator Hoist Way T1-TB for PCS Spreader Beams Repairs	\$ 8,271.00
72	09-250	Aderholt	Enclose drain pipe elevator hoist way service car #1	\$ 2,839.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 18	\$ 11,923.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 19	\$ 2,545,112.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 20	\$ 331,625.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 21	\$ 163,388.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 22 + 23	\$ 382,909.00
75	15-700	Bombard Mech	Air Handler Revisions	\$ 79,630.00
89	03-210	Century Steel	Floor plates required for man hoist operation at lower floors	\$ 38,502.00
93	03-210	Century Steel	Added stair detailing due to architectural changes by Owner	\$ 3,800.00
103	03-210	Century Steel	Provide tube steel attachments for curtain wall starter sill	\$ 5,822.00
104	16-200	Bombard Elec	DAS System - TOWER	\$ 1,635,000.00
121	09-250	Aderholt	ASI 178 Light additions and relocation - CDR 97	\$ 5,425.00
128	03-210	Century Steel	Repair Embed - Typical Stairs	\$ 36,962.00
132	03-210	Century Steel	COR #10 from Century Steel	\$ 7,075.00
156	16-200	Bombard Elect	Weather delay recover Premium time	\$ 3,557.00
181	16-200	Bombard Elect	OT deck T7B was not ready to pour until 8AM	\$ 1,578.00
198	03-210	Century Rebar	Place K rails	\$ 1,943.00
198	03-210	Century Rebar	Place K rails	\$ 2,676.00
198	03-210	Century Steel	Jersey barriers	\$ 3,266.00
208	09-250	Aderholt	OCIP add due to CO 12	\$ 20,451.00
224	09-250	Aderholt	Changed walls on T1-T9 rooms 2, 83 and 84 (delete Condo tubs)	\$ 22,027.00
228	15-400	Desert Plumb	Relocate shower valves already installed in 3 Bay Suites	\$ 11,000.00
237	08-100	Arch Materials	Revised Condo Valance / Drapery Pocket @ Transition Floors	\$ 114,707.44
237	08-100	Arch Materials	Revised Typical Room Valance / Drapery Pocket @ Transition Floors	\$ 45,196.63
237	09-250	Aderholt	ASI 166 Drapery pocket on ??? COR 48	\$ 18,317.00
237	09-250	Aderholt	ASI 166 Drapery pocket on T-15 COR 48	\$ 18,317.00
237	09-250	Aderholt	ASI 166 Drapery pocket on T-23 COR 103	\$ 18,317.00
237	09-250	Aderholt	ASI 166 Drapery pocket on T-30 COR 148	\$ 18,317.00

EXHIBIT T-9



March 26, 2008

Attention: Darlene Ghirardi

Subject: Fontainebleau Resorts - In Building Wireless DAS  
REVISED PRICING LETTER

Dear Darlene,

Thank you for the time you spent with us yesterday reviewing Fontainebleau's in-building wireless DAS requirements and budgetary constraints.

In response to the budgetary issues discussed yesterday at your office, Tri-Power Group presents our best and final pricing. Although Fontainebleau has requested an additional \$100,000 discount for equipment and materials, due to increased material costs that have increased over the duration of this proposal, there is no additional margin available for rebate. However, by working together we are confident that more than \$100,000 can be saved on the overall installation costs by the electrical contractor(s). During the design-phase Tri-Power will attempt to reduce these costs as much as possible and pass all cost savings to Fontainebleau Resorts.

We are hopeful that throughout the duration we have successfully demonstrated our technical capabilities and our design accuracy.

We have developed two new options, yielding a total project cost reduction of \$800,000 to \$1,000,000 through a combination of direct price concessions and revised approach to electrical installation.

**OPTION 1: TRANSPARENT COST PLUS 15% ELECTRICAL INSTALLATION**

**Summary of Approach:**

Tri-Power continues to hold the electrical installation contract, and provides a single point of accountability for the overall In Building Wireless DAS system, but shifts installation to a transparent cost plus 15% pricing structure on the electrical installation. Fontainebleau and Tri-Power together seek pricing concessions from Fontainebleau's preferred electrical contractors, and solicit other electrical bids as necessary.

**Cost Reductions:**

Marketing Incentive	\$ 25,000
Equipment and Materials	\$ 125,000
Estimated Reduction in Installation Cost:	\$ 650,000*

**Total Cost Reduction** \$ 800,000

**Complete Sub-System Total Cost:** \$ 8,525,279.00

\* Based on estimated actual electrical installation cost. All installation work billed at cost plus 15%.



**OPTION 2: DIRECT CONTRACT ELECTRICAL INSTALLATION**

**Summary of Approach:**

Fontainebleau holds the electrical installation contract directly. Tri-Power group provides construction management services at a rate of 15% of installation cost. Fontainebleau seeks pricing concessions from Fontainebleau's preferred electrical contractors, and solicits other electrical bids as necessary.

**Cost Reductions:**

Marketing Incentive	\$ 25,000
Equipment and Materials	\$ 125,000
Estimated Reduction in Installation Cost:	\$ 650,000*
Direct Contract Administration Cost:	\$ 200,000

**Total Cost Reduction** **\$1,000,000**

**Complete Sub-System Total Cost:** **\$ 8,325,279.00**

\* Based on estimated actual electrical installation cost (includes construction management services provided by Tri-Power at 15% of installation cost).

These options represent the absolute best and final pricing Tri-Power can offer, and we hope that they are helpful in accommodating Fontainebleau's project requirements and budgetary constraints.

Mobile Access, the market-leading solution that we recommend, has also extended an additional discount on their equipment and we have passed that along to you.

Regardless of which option Fontainebleau selects, TPG is committed to maximizing opportunities for cost reductions, and project efficiencies wherever possible:

- ◆ TPG field analysis may reveal reductions in estimated carrier equipment. Any savings of carrier-related equipment will be passed on to Fontainebleau.
- ◆ Shipping costs will be passed through without mark-up.
- ◆ As the selected DAS partner, Fontainebleau will mandate TPG as the exclusive provider of carrier coordination and all carrier related equipment installation. Price TBD and borne by carriers.
- ◆ TPG will perform all project and construction implementation for a flat 15% management fee.
- ◆ TPG will remain the single-point-of-contact responsible for complete DAS design and implementation.

We look forward to your feedback, and to working together on this project.

Sincerely,

Bryan Kemper  
VP, Wireless Technologies  
Tri-Power Group, Inc.  
925.584.555 - mobile



## Scope of Work

Fontainebleau Resorts has requested a proposal from Tri-Power Group to provide a complete and fully functional Distributed Antenna System in accordance with the Scope of Work set forth below. The final system shall meet the requirements for propagation of 700/800 MHz Public Safety radio signals, 800 MHz private radios, amplification of cellular signals for Verizon, AT&T, T-Mobile and Sprint/Nextel. In addition, TPG will provide the Mobile Access interface to propagate 802.11 b/g WiFi signals in the tower, podium and convention center areas.

### Tri-Power Group (TPG) Responsibilities

TPG is responsible for a complete and operational Distributed Antenna System (DAS) based on equipment provided by Mobile Access. Fontainebleau Resorts is relying on TPG to meet the design and coverage requirements as follows:

- ◆ A minimum average in-building field strength of 3.9uV (-95 dBm) throughout 95% of the area of each floor of the building for inbound and outbound signals transmitted from or to the appropriate emergency service radio systems providing coverage for 700/800 MHz public safety services (law enforcement, fire and emergency medical protection services) and 800 MHz two-way private radios.
- ◆ Cellular amplification is required for each of the major carriers serving the Las Vegas area. These include Sprint/Nextel, Verizon, AT&T and T-Mobile. Space will be allocated for each of these carriers to install their signal source equipment. Cellular coverage will be a minimum of -85 dBm at 85% per floor, but may provide coverage up to 95%.
- ◆ Wireless (WiFi) coverage in the 802.11 band is required for the tower, podium and convention center areas. TPG will be responsible for verifying the DAS antenna density will be sufficient to provide 802.11b/g access to the desired coverage area. WiFi coverage will be -65 dBm at 85% per floor.

It will be TPG's responsibility to meet the coverage and propagation requirements listed above. If testing reveals this level of coverage is not achieved, TPG shall be responsible for the costs associated with adding the additional equipment to meet the stated coverage requirements.



**Proposal: Option #1 (Transparent Cost Plus 15% Electrical Installation)**

The associated costs for providing the materials and services to meet the Scope of Work are as follows:

**Two-Way Radio/ Life Safety DAS**

Equipment and Materials	\$ 1,962,455
Design & Professional Services	\$ 390,600
<u>Installation</u>	<u>\$ 3,750,000</u>
	\$ 6,103,055

**Add Wireless Cellular Carriers**

Equipment and Materials	\$1,288,686
<u>Services</u>	<u>\$ 130,078</u>
	\$1,418,764

**Add WIFI (802.11b/g)**

Equipment and Materials	\$ 964,307
<u>Services</u>	<u>\$ 90,053</u>
	\$1,054,360

Power Solution (Tower)	\$ 74,100
Marketing Incentive Program	\$ (125,000)

**Complete System Sub-Total: \$8,525,279**

Estimated LEED Tax Credits	\$ (98,904)
Estimated Taxes	\$ 336,385
Estimated Shipping	\$ 130,213

**TOTAL ESTIMATED COST: \$8,892,973**



**Proposal: Option #2 (Direct Contract Electrical Installation)**

The associated costs for providing the materials and services to meet the Scope of Work are as follows:

<b>Two-Way Radio/ Life Safety DAS</b>	
Equipment and Materials	\$ 1,962,455
Design & Professional Services	\$ 390,600
Installation	\$ 3,750,000
	<u>\$ 6,103,055</u>

<b>Add Wireless Cellular Carriers</b>	
Equipment and Materials	\$1,288,686
Services	\$ 130,078
	<u>\$1,418,764</u>

<b>Add WIFI (802.11b/g)</b>	
Equipment and Materials	\$ 964,307
Services	\$ 90,053
	<u>\$1,054,360</u>

Power Solution (Tower)	\$ 74,100
Marketing Incentive Program	\$ (125,000)
Direct Contract Administration	\$ (200,000)

**Complete System Sub-Total: \$8,325,279**

Estimated LEED Tax Credits	\$ (98,904)
Estimated Taxes	\$ 336,385
Estimated Shipping	\$ 130,213

**TOTAL ESTIMATED COST: \$8,692,973**



Notes:

1. Does not include conduit and pathways. Metal clad cable will be used for distribution.
2. Not to exceed pricing. Engineering and design will be necessary to confirm final pricing.
3. Not to exceed pricing for cellular carrier equipment. Final costs will be determined after scope of work is clarified with each carrier.
4. Coverage area is approximately 9,914,608 square feet.
5. Installation services need to be confirmed by local electrical contractor.
6. Pricing includes six antennas per floor in the tower.
7. Does not include signal source for wireless carriers.
8. Additional backboard for equipment needed.
9. Includes two MA-860's on every floor in the tower.
10. Includes remote powering (no need for power outlets in the tower)
11. Includes single-mode fiber distribution in the Tower and single-mode fiber conduit, cable and terminations to the DAS Head-end from the FB Data Center – ONLY (estimated 500' or less)
12. Includes 3' jumpers for connection to access points.
13. Installation services not included. Installation estimate is \$4,400,000 (shown in pricing)
14. Installation / labor costs for DAS & WIFI (based on union rates)
15. WIFI design to be confirmed with access point manufacturer.
16. TXRX 800 MHz BDA included for public safety RF signal. All other signal source equipment is excluded.
17. Advanced wireless services connections for Verizon, AT&T and T-Mobile (DAS equipment & services) – included in pricing.
18. LEED tax credits may be rebated up to one point. Current LEED guidelines are unclear if DAS qualifies.
19. WIFI not included in the parking levels.
20. Marketing program incentive includes approval of joint press release at the time of contract signing.
21. Fontainebleau Resorts to provide single-mode fiber connectivity to the IDF closets servicing the podium, tower, parking garage and convention center. Tri-Power to provide single mode fiber for the tower only (see Note 11)
22. Installation includes 15% construction management fee.





**Bill of Material**

The preliminary Bill of Material is as follows:

Coaxial Cabling Infrastructure

108,000'	1/2" Metal-clad coaxial cable
264	1/2" Coaxial cable power dividers
864	1/2" Coaxial cable N-type connectors
2,464	Coaxial 3' Jumpers
780	Omni-directional multi-band antennas
672	TNC-SMA jumpers (WIFI)

Fiber Cabling Infrastructure (Tower only)

9,300'	96-Strand single-mode fiber
516	3' Single-mode duplex fiber jumpers
32	Fiber patch panel (12 strands)
6	Fiber patch panel (144 strands)
4	7' x19" Racks

DAS Equipment

1	TXRX 800 MHz Signal Booster
24	Radio Interface Units
60	BTS Conditioners
10	Network Controllers
30	Base Units
72	MA-2000 Master Remote Cabinets (MRC)
72	Dual-band 700/800 Modules
72	Dual-band 800/900 Modules
72	Dual-band 850/AWS Modules supporting 1700 MHz & 2100 MHz
216	Add-on PCS Modules
224	WIFI Modules
672	Wireless Coverage Extenders

EXHIBIT T-10

2827 PARADISE ROAD, LAS VEGAS, NV 89109

Fontainebleau  
RESORTS

April 2, 2008

*Tri-Power Group, Inc.*  
85 Nicholson Lane  
San Jose, CA 95134  
Attn: Bryan Kemper

**Re: Letter of Intent – Fontainebleau DAS Implementation  
Site: Las Vegas, NV**

Dear Mr. Kemper:

*Fontainebleau Las Vegas, LLC* ("*Fontainebleau*") has reviewed all submitted proposals for the above referenced project and is pleased to inform you that *Tri-Power Group, Inc.* is the successful bidder. This Letter of Intent is hereby offered to award preliminary funding for your services.

1. Intent. It is the intent of *Fontainebleau* to enter into a definitive agreement with *Tri-Power Group, Inc.* (the "Definitive Agreement"), with funding as released per a *Fontainebleau* purchase order, within sixty (60) days of the date of this Letter of Intent. The terms and conditions of the mutually agreed upon Definitive Agreement and Purchase Order will take precedence over this Letter of Intent when executed by both parties.
2. Authorization. *Tri-Power Group, Inc.* is hereby authorized to order materials and begin work as outlined in its Distributed Antenna System Proposal dated March 26, 2008 Option 2: Direct Contract Electrical Installation and attached hereto as Exhibit A up to a funding limitation not to exceed \$500,000.00.
3. Representations and Warranties. *Tri-Power Group, Inc.* and *Fontainebleau* represent and warrant to the other that each of them has (a) the power to execute, deliver and perform the terms of this Letter of Intent and has taken all necessary action to authorize such execution, delivery and performance by it, and (b) duly authorized, executed and delivered this Letter of Intent and, upon execution and delivery of this Letter of Intent by the other party, this Letter of Intent constitutes, to the extent specifically provided herein, a legal, valid and binding obligation against it enforceable against it in accordance with the terms hereof.
4. Termination. Should the parties be unable to agree upon a Definitive Agreement, the project is cancelled, the project is postponed or otherwise delayed by *Fontainebleau*, or *Fontainebleau* terminates this Letter of Intent with seven (7) days written notice to *Tri-*

*Power Group, Inc., Fontainebleau* agrees to pay to *Tri-Power Group, Inc.* all actual costs incurred on behalf of *Fontainebleau* under this Letter of Intent. Such items shall include but not be limited to: labor, materials, construction drawings, permits, ordinary, special and long-lead time equipment, restocking fees incurred, administration, project management and other items typical and ordinary to projects of a similar scope, schedule and nature. In no event shall payment for such expenses exceed the funding limitation set out above.

5. Amendments. This Letter of Intent may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto. No party to this Letter of Intent may assign any of its rights or obligations under this Letter of Intent without the prior written consent of the other party hereto.
6. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to be effective upon receipt or refusal) if delivered in person, by cable, telegram or telex, telecopy, courier, express mail or other overnight delivery service, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

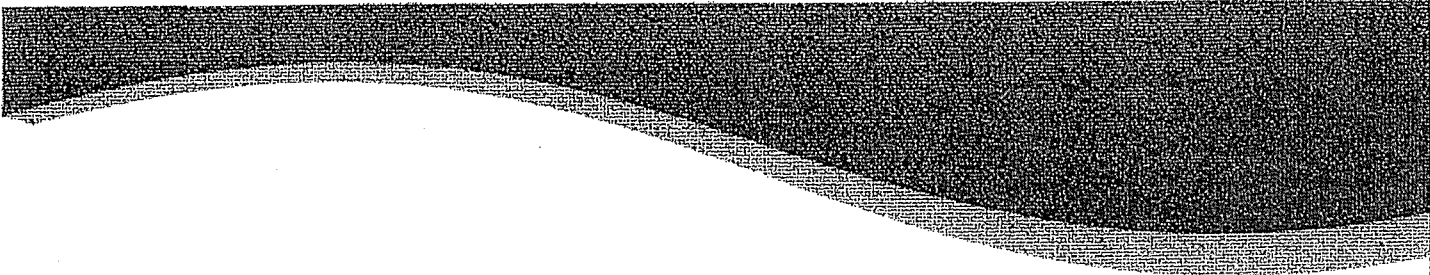
If to *Fontainebleau*, to:  
Fontainebleau Las Vegas, LLC  
101 Convention Center Drive, Suite P-250  
Las Vegas, NV 89109  
Attn: President

With a copy to:  
Fontainebleau Resorts, LLC  
2827 Paradise Rd.  
Las Vegas, NV 89109  
Attn: General Counsel

If to *Tri-Power Group, Inc.*, to:  
*Tri-Power Group, Inc.*  
85 Nicholson Lane  
San Jose, CA 95134  
Attn: Chip Laughton, COO

Or to such other address any party may have furnished to the other in writing in accordance herewith, except that notices of changes of address shall only be effective upon receipt.

7. Counterparts. This Letter of Intent may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
8. Entire Agreement. This Letter of Intent constitutes the entire agreement among the parties hereto with respect to the subject matter hereof.
9. Good Faith Efforts. Each of *Tri-Power Group, Inc.*, and *Fontainebleau* covenants and agrees that it shall negotiate with the other in good faith and shall, subject to the terms hereof, use all reasonable commercial efforts to cause the execution and delivery of the Definitive Agreement and to otherwise implement the transactions contemplated hereby as soon hereafter as may be practicable.
10. Governing Law. This Letter of Intent shall be governed by the laws of the State of Nevada, without giving effect to choice of law principles. The parties hereto consent to the exclusive jurisdiction and venue of the state and federal courts located in Las Vegas, Nevada in resolving any disputes arising under or related to this Agreement.
11. Gaming Suitability. *Tri-Power Group, Inc.* acknowledges that *Fontainebleau* or its affiliates intend to conduct a business that is subject to and exists because of privileged licenses issued by governmental authorities in the State of Nevada or elsewhere that regulate gaming and related matters. *Tri-Power Group, Inc.* acknowledges as well that such authorities may revoke, suspend, limit or restrict any registrant, licensee or person found suitable if associated with an unsuitable person. If *Tri-Power Group, Inc.*, or any person or entity connected with *Tri-Power Group, Inc.* is found unsuitable by an appropriate governmental authority, or if *Fontainebleau* is advised by an appropriate governmental authority to cease doing business with *Tri-Power Group, Inc.*, or if *Fontainebleau*, its parent or affiliates, in its reasonable, good faith belief determines that its privileged licenses or applications for licensure could be adversely affected by its association with *Tri-Power Group, Inc.*, *Fontainebleau* shall have the right to terminate this Letter of Intent, without further liability to or recourse by *Tri-Power Group, Inc.*, except that *Fontainebleau* agrees to pay to *Tri-Power Group, Inc.* all actual costs incurred on behalf of *Fontainebleau* under this Letter of Intent, to the extent not prohibited by law.
12. Confidential Information. *Tri-Power Group, Inc.* acknowledges that all information, data, materials, records, notes, drafts, and any other documents or materials disclosed by *Fontainebleau* to *Tri-Power Group, Inc.*, or which come to *Tri-Power Group, Inc.*'s attention during the course of performing its obligations hereunder, including, without limitation, information gathered or compiled by *Tri-Power Group, Inc.* (collectively "Confidential Information"), constitute a valuable asset of, a trade secret of and are proprietary to, *Fontainebleau*. Unless required by a court of law or to defend against suit or claim, in which case *Tri-Power Group, Inc.* shall give *Fontainebleau* prior notice to enable *Fontainebleau* to seek a protective order, *Tri-Power Group, Inc.* agrees not to



(and to cause its employees, agents and/or sub-consultants, employed, retained or utilized by *Tri-Power Group, Inc.* not to) use or to disclose, either directly or indirectly, to any third parties for any purpose except to fulfill its obligations hereunder, any such information, data, materials, records and documents of any kind, nature or description concerning the matters affecting or relating to the business of *Fontainebleau*. *Tri-Power Group, Inc.* further agrees not to advertise any affiliation with *Fontainebleau* under this Agreement and not to publicly reveal the existence of this Letter of Intent or any of the terms of this Letter of Intent without the prior written consent of *Fontainebleau*. This provision shall survive the expiration or prior termination of this Letter of Intent.

We look forward to working with your organization on this important project and will contact you shortly to commence contract negotiations.

Very Truly Yours,

Name: Audrey Oswell

Title: President and Chief Operating Officer, Fontainebleau Las Vegas, LLC

*Acknowledged and Agreed:*

TRI-POWER GROUP, INC.

Name: SETH BUECHLEY

Title: C.E.O.

AMS SAB

**From:** Amie Sabo  
**To:** Darleen Ghirardi  
**Sent:** 3/24/2008 2:55:27 PM  
**Subject:** FW: Approved LOI & Proposal From Tri-Power  
**Attachments:** Expenditure Approval Form Tri-Power 3-21-08.doc; Fb Tri-Power DAS Implementation LOI 3-21-08 approved.pdf

Amie Sabo  
Associate General Counsel  
Fontainebleau Resorts, LLC  
Phone 702-495-8110  
Fax 702-495-8112

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**From:** Audrey Oswell  
**Sent:** Friday, March 21, 2008 9:27 AM  
**To:** Bill Bewley; Jim Freeman  
**Cc:** Howard Karawan; Amie Sabo; Deven Kumar  
**Subject:** FW: Approved LOI & Proposal From Tri-Power

I am forwarding for your approval the LOI with Tri-Power Group who will build our DAS. The LOI calls for funding up to \$500,000. Although I am not authorized to sign up to this amount, I have added to the bottom of this LOI that my signature is required in addition to one of your signatures. The reason for this is that Paul Cadena and Tim Rod have negotiated this. I do not want a final agreement nor any additional expenditure above the \$500,000 authorized until Mark Lefever has had a chance to negotiate better pricing. By adding my signature I can ensure this does not bypass me. Going forward we should consider this for all Las Vegas agreements.

Normally I would hold this until Mark starts on April 1, but we are about 4 months behind where we should be on the DAS and I do not want to hold it up any longer. I believe this is a good deal for us and any alternatives we looked at were in the same price range, but I want Mark to take a shot at them before finalizing. Please call me with any concerns

---

**From:** Deven Kumar  
**Sent:** Thursday, March 20, 2008 4:39 PM  
**To:** Amie Sabo; Audrey Oswell  
**Cc:** Tim Rod; Paul Cadena  
**Subject:** RE: Approved LOI & Proposal From Tri-Power

Amie,

If Audrey is Ok with the LOI, then I think you should have Bill and Jim sign the LOI.

Deven

---

**From:** Amie Sabo  
**Sent:** Wednesday, March 19, 2008 3:02 PM  
**To:** Audrey Oswell; Deven Kumar  
**Cc:** Tim Rod; Paul Cadena  
**Subject:** RE: Approved LOI & Proposal From Tri-Power

Hi Audrey and Deven-

Attached is the execution version of the LOI with Tri-Power. As I stated before, since the initial funding is \$500,000 this LOI will

require two signatures from any of the following: Jeff, Glenn, Sorrell, Jim, Howard, Bill or Deven.

I have the original here, and if you would like me to obtain signatures just let me know and I can do that. I just need to know that this has been explained to and approved by the person who will be signing.

Let me know if you have any questions.

Amie

Amie Sabo  
Associate General Counsel  
Fontainebleau Resorts, LLC  
Phone 702-495-8110  
Fax 702-495-8112

The information contained in this email is for the intended recipient only and is confidential and protected by attorney/client privilege. If you are not the intended recipient, please advise the sender immediately. Unauthorized use, copying or distribution is prohibited and may be unlawful.

---

**From:** Paul Cadena  
**Sent:** Tuesday, March 18, 2008 11:03 AM  
**To:** Amie Sabo  
**Cc:** Audrey Oswell; Tim Rod  
**Subject:** Approved LOI & Proposal From Tri-Power

Amie -

All language has been approved by Tri-Power. Please see the last revision that is attached along with their revised Proposal Outline. I asked them to include some minor items on the proposal but the price & terms have not changed...

Please let me know if you need any additional information.

Thanks!

- Paul

---

**Paul Cadena**  
Director of Technical Services  
Fontainebleau Resorts  
101 Convention Center Drive  
Suite P-250  
Las Vegas, NV 89109  
(702) 495-7577 office  
(702) 495-7110 fax  
(702) 423-4151 cellular  
[pcadena@fbresorts.com](mailto:pcadena@fbresorts.com)



EXHIBIT T-11

Serving Southern Nevada Since 1982

License #60327

3570 WEST POST ROAD • LAS VEGAS, NEVADA 89118 • (702) 263-3570 • Fax (702) 263-5777 • Est. Dept. Fax (702) 263-5778

May 15, 2008

Tri-Power Group, Inc.

**Attention:** Kenneth Barnard, Project Manager

**Reference:** Fontainebleau Resorts Las Vegas, NV  
Distributed Antenna System "Tower"

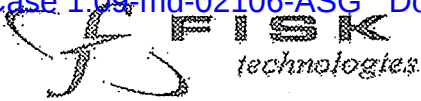
Dear Kenneth,

We are pleased to offer for your review and consideration our Bid Proposal for the electrical scope of work associated with the above referenced project. Our proposal is based on the Tri-Power Group Drawings DAS -300 thru DAS-802 42 drawings in total, dated 4/29/2008. Including DAS BOM -Tower ,Head End and Data Center Bill of Materials prepared by B.Kemper.

<b>Bombard Electric Bid Amount TOWER:</b>	<b>\$1,635,000.00</b>
<b>Bombard Electric R.O.M PODIUM/ GARAGE:</b>	<b>\$2,400,000.00</b>

**Scope Clarifications:**

1. The Rough Order of Magnitude for the Podium and Garage is very rough, and will be firmed up when more information is available.
2. Scope based on Tri-Powers scope of work 5/5/2008.
3. All electrical power, DC power wire and conduit included as shown on drawings and documents.
4. All wire, cable, connectors, racks, distribution hardware, patch cords and jumpers provided by others.
5. Our proposal is based on the use of MC Cable for branch wiring and feeders as permitted by local codes.
6. Electrical installation shall be per the National Electrical code.
7. Our bid is inclusive of the scope of work and drawings given. Items not listed or shown on these documents are clearly excluded from our pricing. We cannot be held responsible for the Architect and/or Engineers intent or assumptions.
8. Bombard Electric shall be held harmless for any deficiencies in the drawings.
9. Force Majeure: Bombard Electric has been forced and will continue to be forced, to pay increased prices for materials not in any way anticipated at the time of bid. Due to the instable volatile materials market we reserve the right to modify our id at time of award.
10. Further delays regarding this scope of work may result in increased costs.
11. Bombard Electric shall be compensated for all changes due to design error.



Structured Cabling  
Network Hardware  
Audio/Video  
Security  
Telephony

Complete Network and Systems Integration

May 14, 2008

Page 1 of 3.

sent via email: ken.barnard@tripower.com

Mr. Kenneth Barnard  
Project Manager  
Tri-Power Group, Inc.

Re: Fontainebleau Distributed Antenna System - Tower  
Reference: Tri-Power Group DAS Scope of Work Narrative dated May 5, 2008.  
FTDC- 1324BRS

Dear Mr. Barnard,

Thank you for the opportunity to offer you a proposal for the installation of the Distributed Antenna System in the Tower at Fontainebleau based upon the "Distributed Antenna System Scope of Work" Narrative by Tri-Power Group dated May 5, 2008.

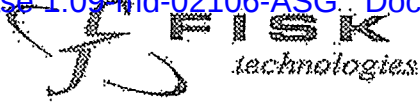
Scope of work:

- Install provided coaxial cable from remote cabinets to antenna locations.
- Route, support, and dress cables over entire pathway.
- Terminate all ends of the coaxial cable runs.
- Mount provided splitters / WCE's and terminate.
- Provide and install a total of 360ea. 12"x12"x 4" NEMA1 pull boxes.
- Test coaxial cable according to EIA/TIA 568B specifications and standards.
- Include VSWR basic link return loss test with industry standard Pass/Fail less than 1:1.5 return loss.
- All coaxial cable is to be tested across the full operating frequency range.
- Mount a total of 360ea. provided, omni-directional remote antennas.
- Install provided patch coax jumpers from each antenna to each WCE.
- Install provided rack mount Head End Equipment.

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3451 West Martin Avenue, Suite C, Las Vegas, Nevada 89118, LIC #27603

tel: 702.352-9893 fax: 702.352-9900



Structured Cabling  
Network Hardware  
Audio/Video  
Security  
Telephony

Complete Network and Systems Integration

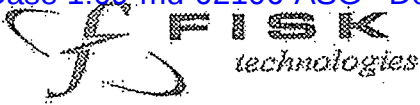
Page 2 of 3

- Install provided wall mount MA 2000 remote cabinets on 48" x 48" plywood backboards in a total of 32 locations.
- Install provided shelves and WIFI 860 units on 24" x 24" plywood backboards in a total of 88 locations.
- Install a total of 480ea. provided Cisco Access Points and coaxial jumpers in a total of 120 locations.
- Install a total of 32ea. provided Fiber Termination panels in Tower remote locations.
- Install 96 strand riser rated fiber, 12/2 riser rated power and 18/2 riser rated power cabling from floor to floor in the Tower utilizing riser rated innerduct as a pathway.
- Install a total of 6ea. provided DC Power Rectifiers and make final cabling connections.
- Install 1ea. 3" EMT raceway with 2ea. 1 1/4" inner ducts with 96 strand fiber in each innerduct from the Data Center to both Tower IDF rooms: TR1J and TR1D on the Retail Mechanical level.
- Install provided equipment racks with Fiber Patch Panels in the Tower IDF rooms TR1J, TR1D and in the Data Center.
- Install provided rack mounted Head End equipment in Data Center.
- Perform fusion splicing of provided SC/APC factory terminated pigtails at all fiber points of termination.
- Install provided duplex fiber optic patch cables to allow for connectivity from the Data Center to the remote MA-2000 cabinets.
- Label all cabling with a customer/TPG approved labeling scheme in accordance with EIA/TIA 606 specifications.
- An allowance is included for fire stopping of a total of 2000ea. penetrations through fire rated walls and floors.

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3451 West Martin Avenue, Suite C, Las Vegas, Nevada 89118, LIC#27803.

tel: 702.352-9893 fax: 702.352-9900



Structured Cabling  
Network Hardware  
Audio/Video  
Security  
Telephone

Complete Network and Systems Integration

Page 3 of 3.

This proposal is based upon a normal work week of Monday through Friday, 6am to 2:30pm.

Included in this proposal are permit fees and elevated work platform equipment rental.

Excluded from this proposal are: core drilling if necessary, premium time, shift work and stamped engineered drawings for permit application.

**TOTAL: \$1,455,724.00**

Please do not hesitate to contact me should you have any questions or concerns regarding this proposal.

Respectfully,

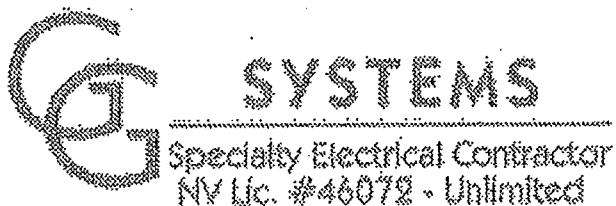
A handwritten signature in cursive script that reads 'Ben Schoonover'.

Ben Schoonover  
Project Manager  
Fisk Technologies

S:\2007\FT Folders\Bid Numbers-Correspondence\2564 BRS Fontainebleau TriPower DAS Tower\FTDC-1324BRS Fontainebleau TriPower DAS Tower Proposal.doc

3451 West Martin Avenue, Suite C, Las Vegas, Nevada 89118, LIC#27603

tel: 702.352-9893 fax: 702.352-9900



May 19, 2008

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

Attention: Mr. Mike Roark

Reference: Fontainebleau DAS

Gentlemen:

We are pleased to submit the following proposal for the referenced electrical work in accordance with Tri-Power Group Scope of Work document dated May 05, 2008, Tower BOM dated May 13, 2008 and Podium, Parking and Convention Center BOM dated May 05, 2008.

Tower	\$1,032,011.00	Podium, Garage and Convention Center	\$706,659.00
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As mentioned in our meeting of May 06, 2008, we are currently completing a similar project at the Palazzo consisting of a 450 MHz system for Facilities and an 800 MHz system for CCFD. The work completed to date consists of the Garage which had 16 antenna locations with 1/2" heliax to each antenna. These were fed from 3 fiber nodes located in the Garage IDF Rooms. The Podium had 45 antenna locations with 7/8" heliax to each antenna. These were fed from 16 fiber nodes located in the Podium IDFs. The Tower had 100 antennas located in the Tower IDF rooms. These were fed via 7/8" heliax risers coming from 6 fiber nodes.

We are also presently working on the Palazzo Condo Tower & Retail Podium which is of similar design.

#### Scope Qualifications

We have allowed for parallel runs of 4 inch EMT from the head end to the data center for 816 strands of single mode fiber.

We have included testing and labeling for the 1/2" coax cables, 96 strand fiber riser cables and 816 strand fiber data center cables.

Cisco access points and patch cables are provided and installed by others.

All work to be performed during normal hours.

Fiber optic cable, raceway, testing and labeling is not included for the low rise work scope.

We appreciate the opportunity to submit this proposal for your consideration. If you have any questions or require additional information, please advise.

EXHIBIT T-12





EXHIBIT T-12A

**From:** Ambridge, Robert  
**To:** McElfresh, Kenneth; DeMarco Jr., Joseph; Estrada, Leo  
**CC:** Deven Kumar; R. C. White  
**Sent:** 9/4/2008 6:36:26 PM  
**Subject:** FW: Fontaine Bleau D A S  
**Attachments:** Bid Comparison GMP - DAS.xls; DAS Scope of Work - Electrical Contractor - 27 AUG 2008.doc

Do any of you guys have either or both parts of this system in your base budget or ACR's? Deven, if we don't have it, is IT, FF&E or OSE? I did ask Ken to track down Bernie and pre-argue what the deal is with various credits and transfers, then bring us the remaining mess. Bob

---

**From:** Roark, Mike  
**Sent:** Thursday, September 04, 2008 2:18 PM  
**To:** McElfresh, Kenneth; White, RC  
**Cc:** Ambridge, Robert; Russo, Glen; Byrd, Donald; Kessler, Steven  
**Subject:** RE: Fontaine Bleau D A S

I just received the final information for the scope of work. Attached is a bid comparison and the scope of work as outlined by Tri-Power. A contract needs to be done to contain the whole project since there are not easy cut off points between the three venues. I do not know who needs to write the contract but, if I need to provide more information, please let me know what is needed. Secondly, we need to be very specific in the contract regarding management and changes will be controlled by Tri-Power. This is a performance contract for FBR and changes will likely be made as finishes, layouts etc. are completed.

*Mike Roark*  
*Turnberry West Construction*  
*Project Manager Low Voltage*  
*Fontainebleau Casino and Resort*  
*office 702-495-7380*  
[mroark@turnberryltd.com](mailto:mroark@turnberryltd.com)

*"All the adversity I've had in my life, all my troubles and obstacles, have strengthened me... You may not realize it when it happens, but a kick in the teeth may be the best thing in the world for you." Walt Disney*

P Ask yourself, do you really need to print this email?

---

**From:** McElfresh, Kenneth  
**Sent:** Thursday, September 04, 2008 1:43 PM  
**To:** Roark, Mike; rwhite@fbresorts.com  
**Cc:** Ambridge, Robert  
**Subject:** FW: Fontaine Bleau D A S

FB needs to get the DAS system scope resolved and someone under a lump sum contract for install. I am receiving billings for Bombard's T&M to keep the work going which we will transmit to FB to process.

Let me know what I can do to assist to finalize this issue as quickly as possible.

Ken McElfresh  
Senior Project Manager - Tower

EXHIBIT T-13

**From:** Amie Sabo  
**To:** Deven Kumar  
**CC:** Mark Lefever; Audrey Oswell; Darleen Ghirardi; Tim Rod; Alex Terry; Paul Cadena  
**Sent:** 9/29/2008 6:57:49 PM  
**Subject:** Tri-Power Agreement  
**Attachments:** DAS Contract (FB Master Purchase Agreement w Addendums) (2).DOC; Expenditure Approval Form Tri-Power 9-29-08.doc; FINAL Fb Tri-Power DAS Implementation LOI 4-14-08 fully executed.pdf; Tri-Power Expenditure Limit Approval Form executed.pdf

Hi Deven-

We have a finalized agreement for Tri-Power for the DAS system in Las Vegas, attached. The total contracted amount is \$5,983,849. Due to the dollar amount Jeff and Glenn will need to approve the expenditure under the Corporate Expenditure policy. They signed an approval to sign the LOI which had a limit of \$500,000 in spending until the definitive agreement is signed.

I understand that you are in Miami. We thought you would be in the best position to explain this to Jeff, and also possibly Glenn (I have heard that he will be in Miami tomorrow but need to confirm with Carol when she gets in tomorrow) and to have them sign off on the approval form.

Let me know if you have any questions.

Thanks,  
Amie

Amie Sabo / Associate General Counsel  
Fontainebleau Resorts, LLC  
asabo@fontainebleau.com / fontainebleau.com  
O 702 495 8110 / C 702 569 3717 / F 702 495 8112  
2827 Paradise Road / Las Vegas NV 89109

THE STAGE IS YOURS. LIVE YOUR PART.

The information contained in this email is intended for the recipient only and is confidential and may be protected by attorney/client privilege. If you are not the intended recipient, please contact the sender immediately. Unauthorized use, copying or distribution is prohibited and may be unlawful.

FB needs to get the DAS system scope resolved and someone under a lump sum contract for install. I am receiving billings for Bombard's T&M to keep the work going which we will transmit to FB to process.

Let me know what I can do to assist to finalize this issue as quickly as possible.

Ken McElfresh  
Senior Project Manager - Tower  
Turnberry West Construction, Inc.  
Office: 702-495-7360  
Fax: 702-495-7366  
Cell: 702-335-6594  
[Kmcelfresh@turnberryltd.com](mailto:Kmcelfresh@turnberryltd.com)

---

**From:** Lance Kohler [mailto:LKohler@bombardelec.com]  
**Sent:** Wednesday, September 03, 2008 5:27 PM  
**To:** john.alford@tripower.com  
**Cc:** Chops; Dick; Mike Gurule; Roark, Mike; McElfresh, Kenneth; Paul Adams; Bob Reese  
**Subject:** Fontaine Bleau D A S

John,

As you are aware of we have been doing the corridor installation to keep up with the schedule on T & M with TWC. TWC now has aback of house schedule which includes the two shafts that the DAS occupies. Our original proposal had Tri-Power providing all, wire, fiber optic cable, connectors, enclosures. Since we do not have a contract it is now time to make it clear to all parties who is providing and paying for the necessary material for the back of house installation.

I would also like to discuss with you the design of the fiber optic distribution backbone I think there are some better solutions available.

Thank You  
*Lance Kohler*  
General Foreman  
Bombard Electric Low Voltage  
Cell 604-7326

EXHIBIT T-13A

---

**From:** Dick Pendleton [DPendleton@bombardelec.com]  
**Sent:** Wednesday, February 18, 2009 10:22 AM  
**To:** Kessler, Steven  
**Cc:** Armstrong, Hank; Ken Kefalas  
**Subject:** Outstanding Change Orders  
**Attachments:** 963207 CR LOG.xls

Steve,

The attached Bombard CO Log represents the status of all change orders.

Those highlighted in YELLOW are waiting written CO from TWC and were shown on your breakdown given to me yesterday, Total amount \$1,534,522. Reference PCO's 343AS, 632, 363, 373, 374, 375, 404, 414, 425, 461A, 525, 526.

Those highlighted in PINK are waiting written CO from TWC and were shown on your breakdown given to me yesterday, Total amount \$700,838. Reference PCO's 361, 290, 417, 466, 567.

Outstanding DAS system CO's highlighted in GREEN = \$328,070. What is the status of these changes. Work has been completed and we need to bill this work.

CO #56 is for delta 16 and tower façade lighting. This also needs approval, we have proceeded based on TWC direction  
CO #79 is for illuminated closet rods in the 10 3.5 bay suites. I received authorization from Julie to procure these and have not gotten an approved CO

Respectfully submitted,

***Bombard Electric***

**Dick Pendleton**

303-6587 Cell

Dpendleton@Bombardelec.com

Serving Southern Nevada Since 1982 License #18562

**BOMBARD  
ELECTRIC**

3570 West Post Road • Las Vegas Nevada 89116 • (702) 263-3570 • Fax (702) 263-5777 • Est. Dept. Fax (702) 263-5776

Date:	Change Order Request#	Amount		Description	Status of Work	Date Approved	G.C. C/O #	Date to Acctg	Amount Approved
		Original	Revised						
	0	\$110,482,450		Original Contract	Approved	03/14/07	0		\$110,482,450.00
08/08/07	1	\$2,023,420		Delta 1A Revised Single-Line Dwg's	VOID				
08/08/07	2	\$24,676		Add 1000A Temp Subd	Approved	08/13/07	1	10/23/07	\$24,675.00
	3	\$1,851,682		Incomin System	VOID				
05/24/07	4	\$51,176		Cutter Hammer Discount	Approved	08/13/07	1	10/23/07	\$51,175.00
08/13/07	5	\$350,825		Incomin Devices	Approved	02/29/08	2	03/03/08	\$350,825.00
	6	\$1,318,884		Calling Mtd. I/R	VOID				
	7	\$553,808		T-stat Relocation	VOID				
10/15/07	8	\$53,715		Overcurrent protect Study	Approved	02/29/08	3	03/03/08	\$53,775.00
10/15/07	9	\$16,501		Arc Flash Study	Approved	02/29/08	3	03/03/08	\$16,901.00
10/15/07	10	\$234,419		Cook top removal in condo units	VOID				
10/15/07	11	\$122,218		Conduit Risers	Approved	02/29/08	3	03/03/08	\$122,218.00
10/15/07	12	\$33,200		Emergency bug sys. in Stalls	VOID				
10/15/07	13	\$1,361		SWO # 87355 Ct pour	Approved	02/29/08	3	03/03/08	\$1,351.00
10/17/07	14	\$2,129		SWO # 87356 Ct pour	Pending	02/29/08	3	03/03/08	\$2,129.00
10/23/07	15	\$300,000		Allowance for 3rd fire pump	Approved	08/13/07	1	10/23/07	\$300,000.00
11/28/07	16	\$4,408,980		Delta 5 Low Voltage Only	Approved	02/28/08	2	03/03/08	\$4,408,980.00
11/30/07	17	\$45,740		Revised Lighting Protection	VOID				
12/04/07	18	\$140,424		Mini Bar horiz vs vert cabling	Approved	02/28/08	2	03/03/08	\$140,424.00
10/23/07	19	\$4,551		OT to meet pour date	Approved	02/29/08	3	03/03/08	\$4,551.00
11/15/07	20	\$1,786		Power outage to conn Podium	Approved	02/29/08	3	03/03/08	\$1,786.00

Job Name: Fountainbleau Tower  
 Project Manager: Dick Pendleton  
 Date of Update: =TODAY  
 Note: Items that have been rejected have been removed from outstanding C/R balance



12/20/07	21		\$207,436	Delta 5 SWGR revisions	Approved	02/29/08	3	03/03/08	\$207,435.00
02/06/08	22		-333,366	Credit Lightning Protection	Approved	02/29/08	3	03/03/08	-333,365.00
02/06/08	23		\$2,039	Purchase Mockup Fixtures	Approved	02/29/08	3	03/03/08	\$2,039.00
02/06/08	24		\$12,142	Mainlift #3 Power Relocation	Approved	02/29/08	3	03/03/08	\$12,142.00
02/06/08	25		\$1,351	OT for Sleeve Layout	Approved	02/29/08	3	03/03/08	\$1,351.00
02/06/08	26		\$330,583	Purchase additional F03/F03A	Approved	02/29/08	3	03/03/08	\$330,583.00
03/05/08	27		-\$1,354,365	Lead Tax Deduct	Approved	02/29/08	4	03/03/08	-\$1,354,365.00
03/05/08	28		\$532	SWGR 5/25/08, 5/26/08, 5/27/08	Pending				
03/05/08	29		\$3,959	R&R elec for shaft repairs	Approved	09/02/08	11	09/19/08	\$3,959.00
03/05/08	30		\$11,901	Elec repairs due to shaft	Approved	09/02/08	11	09/19/08	\$11,901.00
03/05/08	31		\$3,671	Premium Time	Approved	09/02/08	10	09/19/08	\$3,671.00
03/28/08	32		\$327,014	RCM Revised LV riser	VOID				
04/16/08	33		-\$1,058,163	OCIP Deduct	Approved	03/25/08	5	04/16/08	-\$1,058,162.85
04/29/08	34		\$25,864	Exhaust shaft rework	Approved	09/02/08	11	09/19/08	\$25,864.00
04/29/08	35		\$649	Premium hours	Approved	09/02/08	10	09/19/08	\$649.00
04/29/08	36		\$89,750	FF&E Habits	Pending				
04/29/08	37		\$3,303	App Cap for OCIP	Pending				
05/09/08	38		\$12,999,999	Delta 10 Revisions	Approved		6		\$12,999,999.00
05/27/08	39		\$5,448	Exhaust shaft rework	Approved	09/02/08	11	09/19/08	\$5,448.00
05/27/08	40		\$4,766	LED Lighting Mockup	Approved	09/29/08	9	09/19/08	\$4,766.00
06/27/08	41		\$5,191	Premium Time Dollars	Approved	09/02/08	10	09/19/08	\$5,191.00
05/29/08	42		\$65,263	FF&E Sprinkler Monitoring	Approved	08/15/08	8	09/02/08	\$65,263.00
05/29/08	43		\$01,763	Delta 12 Revisions	Pending				
05/06/08	44		\$510,853	Delta 13 Revisions	Pending				
05/06/08	45		\$458,144	Delta 14 Revisions	Pending				
09/06/08	46		\$13,040	Remove Jacuzzi Wiring	Approved	08/29/08	9	09/19/08	\$13,040.00

06/08/08	47		DBL Time Weather Delay	Approved	09/02/08	10	09/19/08	\$3,557.00
06/06/08	48	\$483	Exhaust Shaft Rework	Approved	09/02/08	11	09/19/08	\$483.00
06/09/08	49	\$7,645	Curtain Controls	Approved	09/29/08	9	09/19/08	\$7,645.00
07/16/08	50	-\$1,352,550	ROM 5 Upper Floors	Pending				
07/21/08	51	\$58,458	TASI-175 Redlighting cables	Pending				
07/21/08	52	\$25,720	TASI-166 Bumpers	Pending				
07/21/08	53	\$5,336	DAS System data	Pending				
07/21/08	54	\$11,600	PT \$ Floors 38 thru 41	Approved	09/02/08	10	09/19/08	\$11,600.00
07/21/08	55	\$2,421	Revisions in Condos and 35ay	Approved	09/29/08	9	09/19/08	\$2,421.00
08/11/08	56	\$416,816	Delta 18 Revisions	Pending				
08/12/08	57	\$65,623	Devices color change	VOID				
08/12/08	58	\$10,635	SAS 441 800 hrs/7/5	Pending				
08/12/08	59	\$3,393	PT for pour watch T44B	Approved	09/02/08	10	09/19/08	\$3,393.00
08/12/08	60	\$10,603	TASI 175 T&M tickets	Approved	08/29/08	9	09/19/08	\$10,603.00
08/12/08	61	\$815	RFI 660	Approved	08/29/08	9	09/19/08	\$815.00
08/12/08	62	\$5,795	PT for Condo work	Approved	09/02/08	10	09/19/08	\$5,795.00
08/12/08	63	\$6,925	TASI-178, PCC-288	Approved	08/29/08	9	09/19/08	\$6,925.00
08/12/08	64	\$4,738	TASI-188	Approved	08/29/08	9	09/19/08	\$4,738.00
08/13/08	65	\$1,095	PCC 274	Approved	08/29/08	9	09/19/08	\$1,095.00
08/13/08	66	\$3,713	Repair BR 1999, Repair Deck	Pending				
08/13/08	67	\$3,341	PT for Install T48A	Approved	09/02/08	10	09/19/08	\$3,341.00
08/13/08	68	\$3,524	Relocate shower light	Approved	08/29/08	9	09/19/08	\$3,524.00
08/13/08	69	\$3,306	PT for T48	Approved	09/02/08	10	09/19/08	\$3,306.00
08/13/08	70	\$2,792	TASI-168 & TASI-175	Approved	08/29/08	9	09/19/08	\$2,792.00
08/13/08	71	\$2,640	Vertical System	Pending				
08/13/08	72	\$27,854	PT for Condo's 7/16 - 7/28	Approved	09/02/08	10	09/19/08	\$27,854.00

03/25/02	78	-\$538,097	CC/PLEEDS Deduc	Approved	09/15/08	7	09/02/08	-\$538,097.00
09/03/08	72	\$18,000	DAS 2.0	Pending				
09/09/08	73	\$42,156	DAS System (3/11)	Pending				
09/10/08	74	\$7,921	Revisions (08/08)	Pending				
09/08/08	75	\$69,822	Perf. Cards	Pending				
09/08/08	76	\$2,000	Safe Fire Alarm	Pending				
09/09/08	79	\$35,935	illum. Closet rods	Pending				
09/23/08	80	\$27,437	DAS Floors 15 and 21	Pending				
09/23/08	81	\$40,658	RT Hours for Collo's	Pending				
09/23/08	82	\$22,688	Conductivity level 15B	Pending				
09/23/08	83	\$3,550	Re-analysis of power	Pending				
09/23/08	84	\$31,785	Pay to edms address tabs	Pending				
09/27/08	85	\$18,555	Custom Tables Data	Pending				
11/03/08	86	-\$100,000	Cleanup Backcharge	Approved	11/03/08	13	11/03/08	-\$100,000.00
11/05/08	87	\$19,437	DAS floors 22 and 25	Pending				
11/05/08	88	\$11,024	Perf. Cards Collo's	Pending				
12/01/08	89	\$7,881	Disassemble monitors	Pending				
12/07/08	90	\$35,479	DAS System	Pending				
11/21/08	91	\$90,028	Perf. Cards Collo's	Pending				
12/07/08	92	\$55,767	DAS Sys floors 23-25	Pending				
01/12/09	93	\$378,413	Delta 19 Revisions	Pending				
01/12/09	94	\$3,820,403	Delta 20 Revisions	Pending				
	95	\$633,480	Delta 21 Revisions	Pending				
	96	\$19,945	Safe Fire Alarm Revisions	Pending				
	Sub Total	\$139,181,495.57						\$126,158,047.15
	Original minus Voided	\$5,748,928.00						\$7,277,191.15
	Grand Total	\$133,432,166.57						\$126,158,047.15