

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

## PROOF OF CLAIM

In re:

Barcalounger Corporation, et al.,

Case Number:

10-11637 (BLS)

NOTE: See Reverse for List of Debtors/Case Numbers/ important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

**Name of Creditor and Address:** the person or other entity to whom the debtor owes money or property



24838954000429

KENTT INC.  
6513 LADERA BRISA  
SAN CLEMENTE, CA 92673

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☒ Check this box if you are the debtor or trustee in this case.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

**THIS SPACE IS FOR COURT USE ONLY**

Creditor Telephone Number ( ) 949/276-4871

Name and address where payment should be sent (if different from above):

RECEIVED

JUL 26 2010

BMC GROUP

☐ Check this box to indicate that this claim amends a previously filed claim.

Claim Number (if known):

Filed on: \_\_\_\_\_

Payment Telephone Number ( )

**1. AMOUNT OF CLAIM AS OF DATE CASE FILED** \$ 13,757.20

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

**2. BASIS FOR CLAIM:**

Commissions - Sales Rep

(See instructions  
#2 and #3a on  
reverse side.)

**3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:**

3a. Debtor may have scheduled account as: \_\_\_\_\_

**4. SECURED CLAIM**

(See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

**Nature of property or right of setoff:**

☐ Real Estate ☐ Motor Vehicle ☐ Other \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate: \_\_\_\_\_ % if any: \$ \_\_\_\_\_

Secured Claim Amount: \$ \_\_\_\_\_

**DO NOT** include the priority portion of your claim here.

Unsecured Claim Amount: \$ \_\_\_\_\_

Amount of arrearage and other charges as of time case file included in secured claim,

Basis for Perfection: \_\_\_\_\_

**5. PRIORITY CLAIM**

Unsecured Priority Claim Amount: \$ \_\_\_\_\_

Include **ONLY** the priority portion of your unsecured claim here.

☐ Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a).

If any portion of your claim falls in one of the following categories, check the box and state the amount.

**You MUST specify the priority of the claim:**

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☒ Wages, salaries, or commissions (up to \$11,725\*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to \$2,600\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ ).

\* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**SECTION 503(b)(9) CLAIM** \$ \_\_\_\_\_

☐ Check this box if your claim is for the value of goods received by the debtor within 20 days before the date of commencement of the case (11 U.S.C. § 503(b)(9)). Include the amount of such claim in the space for "Amount entitled to priority" above.

**6. CREDITS:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

**7. SUPPORTING DOCUMENTS:** Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See instruction 7 and definition of "redacted" on reverse side.) If the documents are not available, please explain.

**DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on August 6, 2010 for Non-Governmental Claimants OR on or before November 15, 2010 for Governmental Units.

**THIS SPACE FOR COURT USE ONLY**

BY MAIL TO:  
BMC Group, Inc  
Attn: Barcalounger Corporation Claims Processing  
PO Box 3020  
Chanhassen, MN 55317-3020

BY HAND OR OVERNIGHT DELIVERY TO:  
BMC Group, Inc  
Attn: Barcalounger Corporation Claims Processing  
18750 Lake Drive East  
Chanhassen, MN 55317



00182

DATE

7/23/2010

**SIGNATURE:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*[Signature]*  
Barcalounger Corporation  
Claims Processing  
18750 Lake Drive East  
Chanhassen, MN 55317

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

### ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

#### Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

##### Debtor Name

American of Martinsville, Inc.  
Barcalounger Corporation

##### Case No

10-11638  
10-11637

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

##### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.

##### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

##### 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

##### 3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

##### 4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

#### 5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority. Claims entitled to administrative priority under 11 U.S.C. § 503(b)(9) should be asserted by filling in the appropriate information on this Proof of Claim form. All other administrative claims must be asserted by an appropriate "request" under 11 U.S.C. § 503(a) and should not be asserted on this Proof of Claim form.

#### 6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

#### 7. Supporting Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d).

Do not send original documents, as attachments may be destroyed after scanning.

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### Date-Stamped Copy

Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.

*Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.*

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

### DEFINITIONS

#### DEBTOR

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### CREDITOR

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

#### CLAIM

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

#### PROOF OF CLAIM

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

#### SECURED CLAIM Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.

The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

#### UNSECURED NONPRIORITY CLAIM

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

#### UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

#### Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other

document showing that the lien has been filed or recorded.

#### Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

### INFORMATION

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING [www.bmcgroup.com](http://www.bmcgroup.com)

This bill and all future bills are assigned to, owned by and are payable to American Of Martinsville  
C/O CAPITAL BUSINESS CREDIT LLC  
P.O. BOX 100895  
ATLANTA, GA. 30384-4174  
To whom prompt notice must be given of any merchandise returns and any claims or disputes whether based on shortages, non-delivery, offsets or any other claim.



Telephone : 276-632-2061  
Fax : 276-638-8810

Shipto Account: 1001385

THE HOTEL HANFORD  
1962 BELAIR AVE  
Santa Ana, CA 92705  
US

Invoice account: 1001385

HANFORD HOTELS LLC  
4 CORPORATE PLAZA DR STE 102  
Newport Beach, CA 92660  
US

## Invoice copy

Invoice number : SI-1005506  
Invoice Date : 4/8/2010  
Page : 1 of 2  
Sales order : SO-1007523  
PO Number : 6011  
Project : PJ02042  
Terms : 50% Dep Bal Net 30  
SalesRepresentative : Kent Hormuth  
Carrier : LTL

Item number	Description	Quantity	Unit price	Amount
14769	TABLE LAMP, 32" HIGH, BRUSHED NICKEL TG:RMS-231,331,431,531,143,149,334-361	85.00	148.00	12,580.00
34224	FLOOR LAMP, 65" HIGH, SATIN BLACK & BRUSHED NICKEL TG:ALL TOWER ROOMS &143,149,156,158,160	155.00	138.00	21,390.00

Depreciation of prepayments

Depreciation of prepayments

Date	Description	Amount
11/19/2009	SO-1007523	16,985.00 USD

TG:RMS-231,331,431,531,143,149,334-361  
Freight

3,857.00

Bill of Lading: BOL-106385

Merchandise	Freight and	Sales tax	Total
Sub-Total	Misc. charges		
33,970.00	3,857.00	3,309.87	41,136.87 USD

Total	Prepaid	Balance due
41,136.87	16,985.00	24,151.87 USD

10%  
\$3,309.87

# PURCHASE ORDER:

TO: VENDOR

*Bent Hornum*  
American of Martinsville

128 E Church St.

Martinsville, VA 24112

PHONE

276-634-2972

FAX

276-632-7894

REQUISITIONED BY:

*M.B.*

CM 6011

DATE:

11-6-09

ACCT NO.

TAX I.D. NO.

BI

**BILL TO:** Hanford Hotels, LLC

dba The Hotel Hanford

4 Corporate Plaza Dr., Ste 102

Newport Beach, CA 92660

(949)-640-2000 • Fax: (949) 640-8894

**SHIP TO:** The Hotel Hanford

3131 South Bristol Street

Costa Mesa, CA 92626

(714) 557-3000 • Fax: (714) 957-8185

DEPARTMENT

PURPOSE

*Guestroom Lighting*

TERMS

DATE REQUIRED

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
		Per Quote # 144-123		
85	14769	Table lamp, 32" h, clear glass w/ brushed nickel <sup>faux</sup> dupioni hard-shade Sidemark: Rooms 231, 331, 431, 531, 143, 149, 334-361	148.-	12,580.-
155	34224	Floor lamp, 65" h, satin black + brushed nickel finish, white shade Sidemark: All Tower Rooms + 143, 149, 156, 158, 160	138.-	21,390.-

# PURCHASE ORDER

SUB TOTAL

33,970.-

TAX

2,972.38

FREIGHT

TOTAL

PLEASE SEND TWO COPIES OF YOUR INVOICE TO RECEIVING LOCATION, ORDER IS TO BE ENTERED IN ACCORDANCE WITH PRICES, DELIVERY, AND SPECIFICATIONS SHOWN ABOVE. NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED. ALL INVOICES MUST REFERENCE THIS PURCHASE ORDER NUMBER.

General Manager Approval

Date

*[Signature]* 11-10-09



Trinity Lighting

Quote: 144-123

Attn:  
Customer:  
Job Name:  
Date:  
From:

Kent Hornuth  
Hanford Hotel

09.22.09

**Megan Oliver**  
Healthcare Sales Assistant  
American of Martinsville  
128 E. Church St.

Martinsville, VA 24112  
PH: 276-634-2972  
FX: 276-632-7894

E-Mail: moliver@americanofmartinsville.com

Item #	Model #	Item	Quantity	Net Each	Total	Avail
1	14826	Table Lamp	410	\$118.00	\$48,380.00	90 days
2	14769	Table Lamp	10	\$148.00	\$1,480.00	90 days
3	34224	Floor Lamp	230	\$138.00	\$31,740.00	90 days
4	30533	Floor Lamp	230	\$143.00	\$32,890.00	90 days
5	14826	Table Lamp	1	\$295.00	\$295.00	30 days
6	14769	Table Lamp	1	\$369.00	\$369.00	30 days
7	34224	Floor Lamp	1	\$341.00	\$341.00	30 days
8	30533	Floor Lamp	1	\$357.00	\$357.00	30 days
PLEASE REFER TO THIS QUOTE						
NUMBER WHEN ORDERING						
TOTAL						
					\$115,852.00	

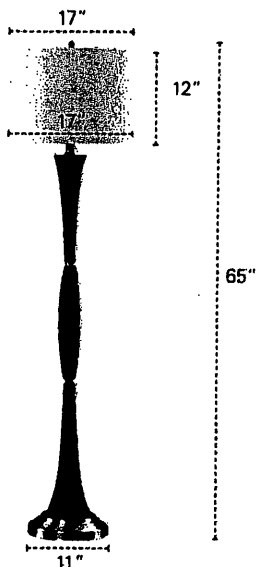
Note: Availability is based on date of quote and is subject to change or possible discontinuation.

Valid for 90 days from date of quote.

guestroom  
floor lamp

7/3/8

[a]

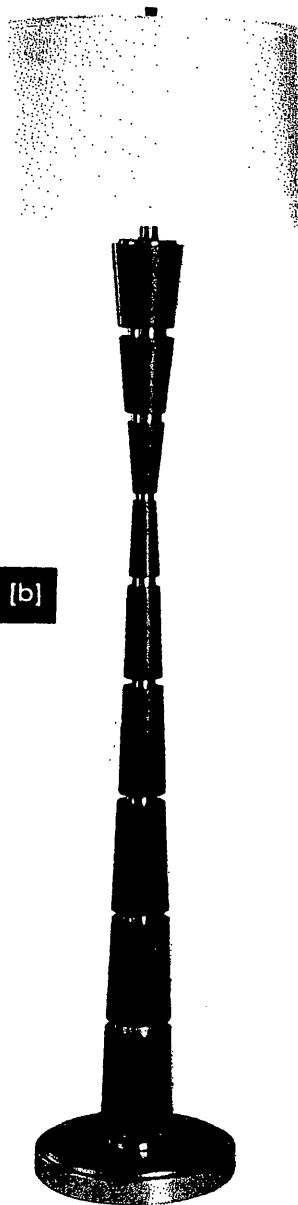


[a] 3 4 2 2 4

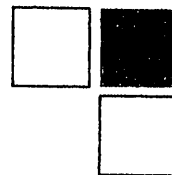
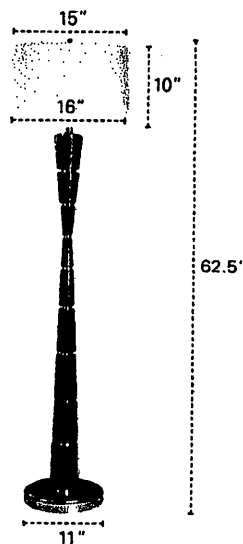
- 65" Height
- Satin black and brushed nickel
- 11" Brushed nickel base
- White hardback shade

[b] 3 4 2 4 3

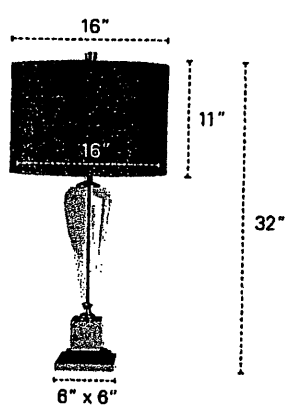
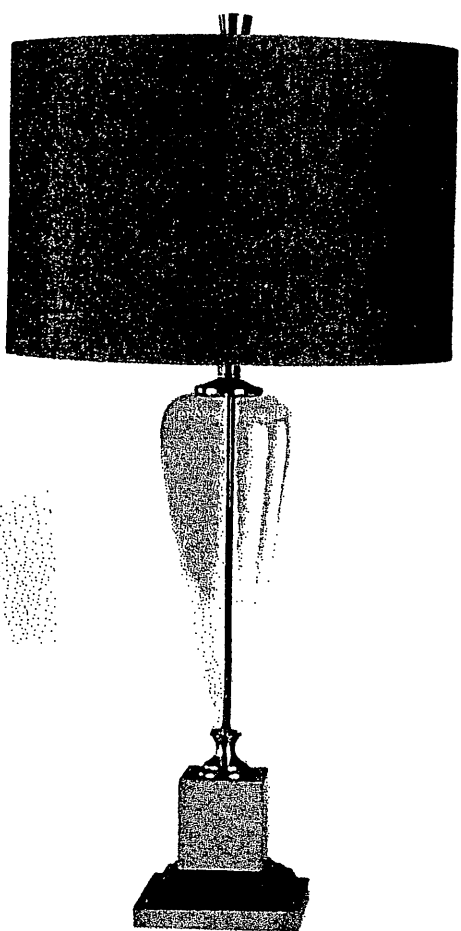
- 62.5" Height
- Satin black and brushed nickel
- 11" Brushed nickel base
- Parchment hardback shade



[b]

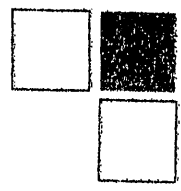


[a]

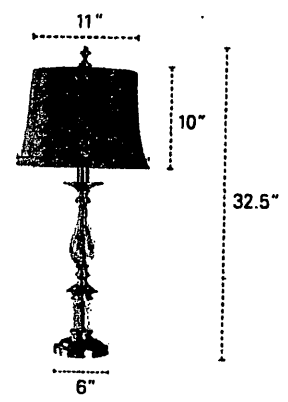


### Table

[a]	1 4 7 6 9
	<ul style="list-style-type: none"> <li>• 32" Height</li> <li>• Clear glass with brushed nickel</li> <li>• 6" x 6" Brushed nickel base</li> <li>• Faux dupioni hardback shade</li> </ul>
[b]	1 4 8 1 5
	<ul style="list-style-type: none"> <li>• 32.5" Height</li> <li>• Clear glass with brushed nickel</li> <li>• 6" Brushed nickel base</li> <li>• Bavaria gray softback bell shade</li> </ul>



[b]



Guestroom  
end table  
lamp

\$148-

28  
45  
1x2 4  
1x4 8  

---

85

THIS BILL AND ALL FUTURE BILLS ARE ASSIGNED TO, OWNED BY AND  
ARE PAYABLE ONLY TO:

CAPITAL BUSINESS CREDIT LLC  
P.O. BOX 100895  
ATLANTA, GA. 30384-4174

To whom prompt notice must be given of any merchandise  
returns and any claims or disputes whether based on  
shortages, non-delivery, offsets or any other claim.

Shipto Account : 1001439

INTERSTATE HOTEL INSTALL  
6145 S VALLEY VIEW BLVD STE A  
Las Vegas, NV 89118  
US

Invoice account: 1001438

NEVADA PROPERTY 1 LLC  
5275 S ARVILLE ST STE 100  
C/O PROJECT DYNAMICS  
Las Vegas, NV 89118  
US



Telephone ... 278-632-2001  
Fax ..... 278-638-8810

## Pro Forma Invoice

Invoice number ..... SO-1008440  
Invoice Date ..... 12/9/2009  
Page ..... 1 of 2  
Sales order ..... SO-1008440  
PO Number ..... CMT-026  
Project ..... PJ02109  
Terms ..... Net 45  
Sales Representative ..... Kent Hornuth  
Carrier ..... Cont

Item number	Description	Quantity	Unit price	Amount
Z00273-7810-000	Console  COSMOPOLITAN RESORT & CASINO TOWER PROJECT DYNAMCXS PO #CMT-026 ITEM# F-8310 CONSOLE@ENTRY MADISON WEST	352.00	186.00	65,472.00
Z00273-7810-000	Console  COSMOPOLITAN RESORT & CASINO TOWER PROJECT DYNAMCXS PO #CMT-026 ITEM# F-9110 CONSOLE@ENTRY MADISON WEST	205.00	186.00	38,130.00

Merchandise  
Sub-Total  
103,602.00

Freight and  
Misc. charges  
0.00

Sales tax  
8,391.76

Total  
111,993.76 USD

**YOUR ORDER WILL NOT BE SCHEDULED FOR PRODUCTION UNTIL PAYMENT  
IS RECEIVED. ANY PROMISED SHIPMENT DATES WILL BE ADJUSTED FROM  
THE TIME OF CREDIT APPROVAL.**





5275 S. Arville Street  
Suite 100  
Las Vegas, NV 89118  
Tel: 702.365.0400  
Fax: 702.365.0455

PAGE  
1 of 9

## PURCHASE ORDER AS AGENT ONLY

PROJECT NUMBER / NAME

CMT

COSMOPOLITAN  
RESORT & CASINO

DELIVERY DATE

PURCHASE ORDER

CMT- 026

DATE OF ORDER

11.21.09

**VENDOR:** AMERICAN OF MARTINSVILLE  
128 East Church Street  
Martinsville, VA 24115

**SHIP TO:** INTERSTATE HOTEL INSTAL  
6145 S. Valley View Blvd.  
Suite A  
Las Vegas, NV 89118

**NOTE: ALL INSTRUCTIONS MUST BE FOLLOWED OR  
MERCHANDISE WILL NOT BE ACCEPTED:**

T: 949.276.4871

F: 949.276.4872

E: kent@kentlinc.com

Contact: Kent Hornuth

Acct. #:

T: 702-262-8091

F: 702-798-0873

E:

Contact:

**SHIP VIA:** TBD

**BILL TO:**

NEVADA PROPERTY 1, LLC  
C/O Project Dynamics  
5275 S. Arville  
Suite 100  
Las Vegas, NV 89118

**FREIGHT:** To Be Determined  
Instructions to Follow Under

**FOB:** Long Beach

**TERMS:** NET 45

- 1 This order must be acknowledged by executing and returning acknowledgment copy within 14 days of receipt. Definite shipping date must be stated with acknowledgement.
- 2 Do not fill order at higher price than stated on purchase order.
- 3 All Deliveries must be accompanied by packing slip, packing slip to be attached to outside of carton or carton containing packing slip to be clearly marked on outside.
- 4 Show quantity, description and this purchase order number on all packages.
- 5 This order subject to vendor's compliance with applicable sales tax law, and such taxes are in addition to purchase prices.
- 6 All shipping charges are to be prepaid by vendor and added to invoice unless otherwise indicated.
- 7 To insure prompt payment, mail invoice showing purchase order number with bill of lading (as specified in 'bill to address' above) immediately after shipment is made.
- 8 This order is subject to all terms and conditions hereon and on attached Terms and Conditions.

T:

F:

E:

Qty	Per	Item	Description	Area	Unit Cost	Extended
352	EA	F-8310	Console @ Entry	Madison West	\$186.00	\$65,472.00

### ITEM NOTES - F-8310

1

350 Required + 2 Attic Stock = 352 Total

MODEL NO: SPECIFICATION IS BASED UPON ROCKWELL GROUP SPEC #F-8080

MODEL NAME: CUSTOM CONSOLE

DESCRIPTION: CONSOLE AT (UNDER TV).

EASED EDGES.

STEEL REINFORCEMENT.

OVERALL SIZE: 56"W X 14"D X 30"H

CONSTRUCTION: GLUED, SCREWED & DOUBLE DOWELED

MATERIAL: SOLID KILN DRIED HARDWOOD - OAK

STAIN: DARK STAINED OAK WITH LACQUER PANEL TO MATCH BENJAMIN MOORE

"BONE WHITE"

FINISH: SATIN CATALYZED POLYURETHANE FINISH ON DARK STAINED OAK

LEVELERS/GLIDES: LEVELERS FOR HEAVY COMMERCIAL USE ON CARPETED FLOORING

DETAILS: MANUFACTURER TO PROVIDE CLEATS FOR ATTACHMENT TO WALL

QUANTITY: (1) EA @ ALL MADISON WEST GUESTROOMS + OWNER DETERMINED ATTIC

STOCK

LEAD TIME: TBD

FOB: TBD

LOCATION: CONSOLE @ ALL MADISON WEST GUESTROOMS

2

NOTES:

NOTE: THE CUSTOM ITEM DESCRIBED HEREIN IS THE PROPRIETARY DESIGN OF  
NEVADA PROPERTIES I dba THE COSMOPOLITAN RESORT AND CASINO. ALL RIGHTS  
RESERVED.

This Purchase Order is prepared by Purchasing Agent ("Agent"), as Agent only for Customer (as specified in 'Bill to' above), and this Purchase Order is solely for account of said Client and not for account of Agent. Agent assumes no monetary or other liability therefor or hereunder, and makes no representations otherwise to Vendor.



5275 S. Arville Street  
Suite 100  
Las Vegas, NV 89118  
Tel: 702.365.0400  
Fax: 702.365.0455

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## PURCHASE ORDER AS AGENT ONLY

PROJECT NUMBER / NAME

CMT

COSMOPOLITAN  
RESORT & CASINO

DELIVERY DATE

PURCHASE ORDER

CMT- 026

DATE OF ORDER

11.21.09

### ITEM NOTES - F-8310

NOTICE: THE SPECIFICATIONS LISTED ABOVE WERE NOT DEVELOPED BY FRIEDMUTTER GROUP. THEY HAVE MERELY BEEN REPRODUCED BY FRIEDMUTTER GROUP AT OWNER'S REQUEST BASED UPON INFORMATION PROVIDED BY OTHER DESIGNERS AND PURCHASING AGENTS.

ALL QUANTITIES TO BE VERIFIED BY PURCHASING AGENT. OWNER TO DETERMINE ADDITIONAL ATTIC STOCK.

ALL FINISHES AND MATERIALS USED ARE TO BE IMPERVIOUS TO SOIL, HEAT, STAINS, ALCOHOL, AND CHEMICAL SOLVENTS. MANUFACTURER TO PROVIDE HIGH QUALITY ADJUSTABLE LEVELERS. MANUFACTURER IS REQUIRED TO SUBMIT SCALED SHOP DRAWINGS AND FINISH SAMPLE TO FRIEDMUTTER GROUP FOR DESIGNER'S APPROVAL PRIOR TO PURCHASING.

MUST BE CONTRACT QUALITY & SUITABLE FOR HEAVY COMMERCIAL USE.

ALL MATERIALS USED MUST MEET OR EXCEED ALL APPLICABLE FEDERAL, STATE AND LOCAL FIRE CODE REQUIREMENTS.

ALL QUANTITIES TO BE DETERMINED BY PURCHASING AGENT/MANUFACTURER PRIOR TO PURCHASING.

IN PRODUCTION FINISH NEEDS TO BE CONSISTENT AND SMOOTH WITH NO ROUGH EDGES.

ALL INTERIOR CAVITIES (TV CAVITY, SHELVES, ETC.) TO BE FULLY FINISHED.

ALL JOINTS ON HORIZONTAL SURFACE TO BE MOISTURE PROOF TO INSURE AGAINST LIQUID SEEPAGE INTO FRAME.

ALL SIZES AND DIMENSIONS TO BE DETERMINED BASED ON EQUIPMENT

SPECIFICATIONS SUPPLIED BY OPERATOR.

PROVIDE IMPREGNATOR FINISH TO PROTECT MARBLE FROM WATER, ALCOHOL AND CHEMICAL STAINS.

ALL METAL FINISHES TO HAVE CLEAR ENAMEL MATTE COATING FOR HUMIDITY PROTECTION TO PREVENT RUST AND CORROSION.

\* PROVIDE STAINED FULL FILLED CATALYZED LACQUER FINISH TO PROTECT WOOD FROM BURNS, ALCOHOL, WATER & CHEMICAL STAINS.

\* ALL MATERIALS MUST BE SUITABLE FOR USE IN HIGH HUMIDITY LOCATIONS.

3

\*\*\*\*\* A PROTOTYPE WILL BE REQUIRED FOR APPROVAL PRIOR TO PRODUCTION \*\*\*\*\*

PLEASE SUBMIT ALL SHOP DRAWINGS AND FINISH SAMPLES WITHIN 1 WEEK OF RECEIPT OF PO TO THE FOLLOWING:

PROJECT DYNAMICS  
5275 ARVILLE, SUITE 100  
LAS VEGAS, NV 89118  
ATTN: ROBERT SCHMIDT  
rschmidt@projectdynamics.com

4

QUOTED LEAD TIME: 16 WEEKS FROM RECIEPT OF FULLY EXECUTED PO, DEPOSIT, APPROVALS AND COM

### SIDEMARK

COSMOPOLITAN RESORT & CASINO TOWER  
Project Dynamics PO# CMT-026  
Item # F-8310  
Console @ Entry  
Madison West

Qty	Per	Item	Description	Area	Unit Cost	Extended
205	EA	F-9110	Console @ Entry	Madison East	\$186.00	\$38,130.00

### ITEM NOTES - F-9110

1

203 Required + 2 Attic Stock = 205 Total

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**P R O J E C T**  
**D Y N A M I O S**

5275 S. Arville Street  
Suite 100  
Las Vegas, NV 89118  
Tel: 702.365.0400  
Fax: 702.365.0455

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## PURCHASE ORDER AS AGENT ONLY

PROJECT NUMBER / NAME

**CMT**

**COSMOPOLITAN  
RESORT & CASINO**

DELIVERY DATE

PURCHASE ORDER

**CMT- 026**

DATE OF ORDER

**11.21.09**

### ITEM NOTES - F-9110

MODEL NO: SPECIFICATION IS BASED UPON ROCKWELL GROUP SPEC #F-8060  
MODEL NAME: CUSTOM CONSOLE  
DESCRIPTION: CONSOLE AT (UNDER TV).  
EASED EDGES.  
STEEL REINFORCEMENT.  
OVERALL SIZE: 56"W X 14"D X 30"H  
CONSTRUCTION: GLUED, SCREWED & DOUBLE DOWELED  
MATERIAL: SOLID KILN DRIED HARDWOOD - OAK  
STAIN: DARK STAINED OAK WITH LACQUER PANEL TO MATCH BENJAMIN MOORE  
"BONE WHITE" FINISH: SATIN CATALYZED POLYURETHANE FINISH ON DARK STAINED OAK  
LEVELERS/GLIDES: LEVELERS FOR HEAVY COMMERCIAL USE ON CARPETED FLOORING  
DETAILS: MANUFACTURER TO PROVIDE CLEATS FOR ATTACHMENT TO WALL  
QUANTITY: (1) EA @ ALL MADISON EAST GUESTROOMS + OWNER DETERMINED ATTIC STOCK  
LEAD TIME: TBD  
FOB: TBD  
LOCATION: CONSOLE @ ALL MADISON EAST GUESTROOMS

2

NOTES:  
NOTE: THE CUSTOM ITEM DESCRIBED HEREIN IS THE PROPRIETARY DESIGN OF NEVADA PROPERTIES I dba THE COSMOPOLITAN RESORT AND CASINO. ALL RIGHTS RESERVED.  
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PROJECT  
DYNAMICS

5275 S. Arville Street  
Suite 100  
Las Vegas, NV 89118  
Tel: 702.365.0400  
Fax: 702.365.0455

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## PURCHASE ORDER AS AGENT ONLY

PROJECT NUMBER / NAME

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COSMOPOLITAN  
RESORT & CASINO

DELIVERY DATE

PURCHASE ORDER

CMT- 026

DATE OF ORDER

11.21.09

### ITEM NOTES - F-9110

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5275 ARVILLE, SUITE 100  
LAS VEGAS, NV 89118  
ATTN: ROBERT SCHMIDT  
rschmidt@projectdynamics.com

4

QUOTED LEAD TIME: 16 WEEKS FROM RECEIPT OF FULLY EXECUTED PO, DEPOSIT, APPROVALS AND COM

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### SIDEMARK

COSMOPOLITAN RESORT & CASINO TOWER  
Project Dynamics PO# CMT-026  
Item # F-9110  
Console @ Entry  
Madison East

TOTAL VALUE

\$103,602.00



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## PURCHASE ORDER AS AGENT ONLY

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### GENERAL NOTES

- NOTE 1** All cartons / items in this order must be side marked with the appropriate item numbers and descriptions as indicated above.
- NOTE 2** Items to be side mark as stated on Purchase Order. Failure to do so may result in penalties and/or back charges.
- NOTE 3** Manufacturer is responsible for research and protection of pattern content against copyright infringement.
- NOTE 4** Shipper will contact transportation agent listed above to arrange for pickup of order. Arrangements not specified by customer, purchasing agent or transportation agent are not acceptable under the terms of this contract.
- NOTE 5** Solid kiln dried hardwood frame-glued, screwed, double doweled and corner blocked. All materials & methods of construction shall comply w. federal, international, state, local & operators fire & safety codes. All metal parts must be guaranteed against rust, corrosion & scratching. All materials & construction shall be of contract quality per owner's standards & specifications. Fabricator must provide a structurally sound product w/ proper proportions to insure stability & prevent tipping. Where applicable all wood parts must be treated for woodworms. All exposed interiors must be finished to match exterior unless otherwise noted. Provided w/ non-corrosive levelers suitable for carpet as required.
- NOTE 6** Manufacturer must adhere to approved design specifications.
- NOTE 7** Vendor must call 24 hours prior to delivery, Freight to be Invoiced as stated on Purchase Order.
- NOTE 8** An international commercial invoice must accompany all shipments.
- NOTE 9** Vendor will not be allowed to partial ship any product without authorization from this purchasing group.
- NOTE 10** All items to be contract quality and be suitable for commercial use
- NOTE 11** All materials used must meet or exceed all applicable federal, state and local fire codes requirements.
- NOTE 12** PLEASE EXPEDITE ORDER PROCESSING--Order is needed as soon as possible.
- NOTE 13** All conditions in the following notes will be observed. All information contained herein pertaining to specifications; payment terms and transportation arrangements must be passed on to supplier and/or subcontractors under the terms of this contract
- NOTE 14** Fabricator must review design concept & information for any problems or discrepancies prior to fabrication and advise purchasing agent immediately.
- NOTE 15** Vendor must submit a proforma invoice requesting the necessary deposit or proforma payment prior to being paid. Vendor will not be paid unless an invoice is submitted in a timely fashion prior to shipping. Invoice must be on vendor letterhead to be considered authentic and faxed to Project Dynamics Inc. at 702-365-0455.
- NOTE 16** Signed acknowledgement of this order must be returned within 5 days.
- NOTE 17** All items on this purchase order are to be guaranteed free from manufacturing and material defects for at least 1 year.



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## PURCHASE ORDER AS AGENT ONLY

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RESORT & CASINO

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CMT- 026

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### NOTE 18

These Terms and Conditions, by and between Nevada Property 1 LLC ("Buyer"), and the seller (the "Seller") of the applicable goods and/or materials that are the subject the Purchase Order(s) to which Buyer (and/or its agent) and Seller are parties (the "Purchase Order"), are hereby incorporated into and made a part of the Purchase Order. In case of any conflict between the Purchase Order or any other document referenced herein and these Terms and Conditions, the terms of these Terms and Conditions shall control.

**1.ACCEPTANCE AND AGREEMENT MODIFICATIONS:** This Purchase Order becomes a binding contract upon the terms and conditions set forth herein when Seller accepts by executing and returning the attached acknowledgement copy within ten (10) days from date of Purchase Order, or when Seller commences performance, whichever occurs first. This Purchase Order and any documents referred to herein contain all of the terms and conditions of this transaction. Additional or different terms proposed by Seller and understandings modifying the terms and conditions are objected to and rejected and shall not be valid unless the same are in writing and signed by Buyer.

**2.CHANGES:** Buyer may at any time, by written request to Seller, make changes within the general scope of this Purchase Order in any one or more of the following: (i) drawings, design, or specifications, (ii) method of shipping packaging, (iii) place of inspection, acceptance or point of delivery or (iv) delivery schedule. Should any such change increase or decrease the cost, or the time required for performance, of this Purchase Order, an equitable adjustment may be requested by Seller in the price, delivery schedule, or both. No claim by Seller for such an adjustment will be valid unless submitted to Buyer within ten (10) days from date of such change notice, and approved by Buyer in writing. Nothing contained herein shall excuse the Seller from proceeding without delay in performing this Purchase Order as changed.

**3.PACKAGING.** All packaging shall be in conformance with good commercial practice. All containers shall have attached identification, including the Purchase Order # and material descriptions. No charge shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage or other costs, unless such charge is expressly provided in this Purchase Order. All items shipped must be clearly side-marked as stated on the Purchase Order. Failure to side-mark will result in back charges or penalties.

**4.DELIVERY AND RISK OF LOSS:** Time is of the essence in this contract and if delivery of items or rendering services is not complete by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this Contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Unless otherwise provided in this Purchase Order, goods shall be shipped "F.O.B. delivery" and all risk of loss of goods covered hereby shall be borne by Seller until goods have been received and accepted by Buyer or received, installed, and accepted by Buyer, whichever is applicable. Unless otherwise indicated on the Purchase Order, freight to be paid by Buyer. No COD shipments or freight collect shipments will be accepted. Copies of freight bills must accompany invoices to receive payment. No service charges may be added to freight bills.

**5.ADVANCE MANUFACTURE AND SHIPMENTS:** Seller shall not, without the Buyer's written consent, manufacture or procure materials in advance of Seller's normal flow time or deliver in advance of schedule. In the event of termination or change order, no claim will be allowed for any such manufacture or procurement in advance of such normal flow time, unless there has been such prior written consent. Buyer may, at its option, either retain items received in advance of the delivery schedule or return to Seller at Seller's expense. The goods shall be shipped by Seller in accordance with the shipment terms specified in this Purchase Order. The original bill of lading (referencing this Purchase Order #) and a packing list shall be delivered by Seller to Buyer at the "ship to" address on this Purchase Order as far in advance of the arrival of the goods as possible. Buyer is relying on manufacture, shipment, delivery, installation, and acceptance of the goods based on the schedule on the Purchase Order. Time is of the essence of this Purchase Order. Seller shall not manufacture, ship, or deliver goods in advance of any scheduled date without Buyer's written consent. Buyer, at Buyer's option, may refuse or return at Seller's expense all or any part of: (1) shipments which do not conform to the shipping or delivery dates specified by Buyer (whether early or late); (2) shipments in excess of the quantities ordered or in lesser quantities than ordered; (3) shipments which contain defective goods or which fail to conform to this Purchase Order; or (4) goods which are not as represented or warranted. Any storage or warehouse charges incurred by Buyer due to delivery or shipment prior to the dates specified in this Purchase Order will be at Seller's expense.

**6.INSPECTION:** All articles are subject to inspection and test at place of manufacture or at Buyer's destination or at both places by Buyer's representatives, and in case of Purchase Orders to be supplied to or for the use of a government, by the government's representatives. Buyer reserves the right to perform lot-sampling inspections in accordance with applicable regulations.

**7.REJECTIONS:** Buyer reserves the right to reject and receive full credit for any articles which are defective as to material, workmanship, quality, or otherwise, or which are not in conformity with the specifications, drawings, or the sample approved by Buyer. Without extra cost to Buyer, Seller will immediately, upon receipt of written instruction from Buyer, replace all rejected material, including material damaged because of unsatisfactory packing by Seller. Rejected articles shall not be resubmitted for acceptance without concurrent notice of their prior rejection. Seller will be notified of defective material or material not in accordance with specifications of Buyer and such material will be returned to Seller at Seller's expense.

This Purchase Order is prepared by Purchasing Agent ("Agent"), as Agent only for Customer (as specified in 'Bill to' above), and this Purchase Order is solely for account of said Client and not for account of Agent. Agent assumes no monetary or other liability therefor or hereunder, and makes no representations otherwise to Vendor.



5275 S. Arville Street  
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## PURCHASE ORDER AS AGENT ONLY

PROJECT NUMBER / NAME

DELIVERY DATE

PURCHASE ORDER

DATE OF ORDER

CMT

COSMOPOLITAN  
RESORT & CASINO

CMT- 026

11.21.09

8.WARRANTY: Seller expressly warrants that all supplies furnished hereunder will be fit for the purpose intended, will be free from defects in material and workmanship, will conform to all applicable specifications, drawings, samples and descriptions, and unless of Buyer's design, will be free from design defects, will be free and clear of all liens and encumbrances and will be merchantable and safe. Seller agrees to replace or correct defects of any supplies not conforming to the foregoing warranty promptly, without expense to Buyer. In the event of failure of Seller to correct defects in or replace non-conforming supplies, Buyer after reasonable notice to Seller may make such correction or replace such supplies and charge Seller for the cost incurred by Buyer. All warranties shall be construed as conditions as well as warranties and shall be in addition to all warranties implied by law. All warranties shall survive acceptance and payment and shall run to Buyer, its successors, assigns, customers, and their users of its products and services, and shall not be determined to be exclusive. This warranty is in addition to any warranties of additional scope given by Seller to Buyer.

9.PRICE AND INVOICING: Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the items or services covered by this Purchase Order are the lowest prices by the Seller to Contract Purchasing Agents, under conditions similar to those specified in this Purchase Order and that prices comply with the applicable government regulations in effect at time of quotation, sale, and delivery. Seller agrees that any price reductions made in merchandise covered by this Purchase Order subsequent to the placement of this Purchase Order will be applicable to this Purchase Order. Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided in this Purchase Order, and payment shall be made within 45 days thereafter, subject to the terms and conditions hereof. Invoices shall be rendered in duplicate and shall show the Purchase Order # for each separate Purchase Order and the skidmark number for each item purchase. Buyer may return for revision any invoice that is not in the proper form and the discount period and payment term will be extended until the revised invoice is received. Seller shall comply with Buyer's billing and routing instructions contained herein or otherwise communicated to Seller by Buyer, or pay any extra expense incurred by Buyer because of Seller's failure to do so.

10.QUANTITY VARIATION: Any quantity shipped in excess of the quantities indicated on the Purchase Order will be rejected and returned at Seller's cost, unless authorization to ship same has been given in writing by Buyer.

11.CONTAINER REFUNDS: Seller agrees to refund to Buyer an amount equal to the price charged for any returned spools, reels, barrel drums, or other type of containers upon their return by Buyer.

12.BANKRUPTCY-CANCELLATION: Buyer may cancel this Purchase Order in whole or part by written or electronic notice if (i) the Seller shall become insolvent or makes a general assignment for the benefit of creditors, or (ii) a petition under the Bankruptcy Act is filed by or against the Seller. After receipt of notice of any such cancellation, the Seller shall transfer title and deliver to Buyer satisfactorily completed work and such in progress as may be directed by Buyer. If cost of completion is in excess of the contract price, then Seller shall be liable for such excess.

13.TERMINATION FOR CONVENIENCE OF PURCHASER: Buyer reserves the right to terminate this Purchase Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause its suppliers or subcontractors to cease work. Seller shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of work performed prior to the notice of termination, plus actual direct out of pocket costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors that which Seller could reasonably have avoided. In no event shall Buyer be liable for attorneys' fees incurred by Seller.

14.TERMINATION FOR CAUSE: Buyer may terminate this Purchase Order or any part hereof in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not conform to this Purchase Order, and failure to provide Buyer, upon request, reasonable assurances of future performance shall each be cause allowing Buyer to terminate this Purchase Order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages, including attorneys' fees, sustained by reason of the default that gave rise to the termination.

15.FORCE MAJEURE: Buyer reserves the right at its option to either suspend shipments of materials covered by this Purchase Order or cancel this Purchase Order, in whole or part at any time where such suspension or cancellation caused by government order or other requirements, embargoes, acts of civil or military authorities, acts of public enemy, inability to secure transportation facilities, strikes, differences with workers, accidents at plant of Buyer, or by other law, order or regulation or other contingency beyond control of Buyer.

16.SET-OFF: Buyer shall have the right at any time to set-off any amount owing by Seller to Buyer or any of Buyer's affiliated companies against any amount due and owing to Seller on this Purchase Order.

17.AUDIT INSPECTION OF RECORDS: Seller shall keep adequate records of payable hours of direct labor and all costs of the performance of this Purchase Order, which shall be subject to audit by Buyer in the event of cancellation or with respect to any Purchase Order for which the price is based on time and cost of material.

18.NOTICE OF LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatening to delay the timely performance of this Purchase Order, Seller shall immediately give written notice thereof to Buyer.

19.COMPLIANCE WITH LAWS: Seller shall comply with all federal, state, provincial and local laws, regulations and code

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## PURCHASE ORDER AS AGENT ONLY

PROJECT NUMBER / NAME	DELIVERY DATE	PURCHASE ORDER	DATE OF ORDER
CMT COSMOPOLITAN RESORT & CASINO		CMT- 026	11.21.09

requirements applicable to its performance of its obligations hereunder, including, without limitation, any specific code requirements set forth in the Purchase Order or bid documents. Seller's failure to comply with any such laws or regulations shall be a default by Seller, and Buyer may, at Buyer's option, terminate this Purchase Order for cause pursuant to the provisions hereof. Seller warrants that (1) it has obtained or will obtain all licenses, permits and similar approvals required to manufacture, sell, deliver and, if applicable, install the goods and perform the services required hereunder, and (2) the goods purchased by Buyer hereunder and the services performed by Seller hereunder shall be in compliance with applicable local, state and federal laws, rules, regulations, ordinances, directives and similar requirements. If and when requested by Buyer, Seller shall issue a certificate as to compliance with applicable codes in form and substance satisfactory to Buyer.

20. INDEMNIFICATIONS: Seller shall defend, indemnify and hold harmless Buyer and Buyer's affiliates, agents, employees, officers, directors, members, and customers, against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

21. PATENT INDEMNITY BY SELLER: Seller agrees to defend and hold harmless Buyer and Buyer's affiliates, agents, employees, officers, directors, members, and customers, from all loss or damage by reason of any and all actions or proceedings charging infringement of any patent trademark or copyright by reason of sale or use of any merchandise furnished hereunder, except merchandise for which Buyer furnishes complete specifications.

22. PROPERTY FURNISHED TO SELLER BY BUYER: Unless otherwise agreed in writing, all special dies, molds, patterns, jigs, fixtures, and other property furnished to Seller by Buyer, or specifically paid for by Buyer for use in the performance of this contract, shall be and remain the property of Buyer, shall be subject to removal upon Buyer's instruction, shall be used only in fulfillment of Purchase Orders from the Buyer, shall be held at Seller's risk and shall be kept insured by Seller at the Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with the loss payable to Buyer. Copies of policies or certificates of such insurance will be furnished to Buyer on demand. Seller's invoice for special tools, dies, jigs, fixtures, molds, patterns and the like shown as a separate item on the face of this Purchase Order will not be paid by Buyer until production quantities or samples are received from Seller and are accepted by Buyer. Seller shall give written notice to the landlord, if any, that property of Buyer has been placed on the Seller's leased premises and that such property is not subject to the landlord's lien.

23. TITLE TO NEW INVENTIONS: If this is a Purchase Order for experimental, developmental or research work, Seller hereby assigns to Buyer all rights, title and interest for the entire world in and to any invention conceived or first actually reduced to practice during performance of this. Seller will promptly furnish interest for the entire world in and to any invention conceived or first actually reduced to practice during performance of this Purchase Order. Seller will promptly furnish Buyer written disclosure of any such invention and cause to be executed and acknowledged any document required to secure patent therefor.

24. BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY SELLER: If incidental to their performance of this Purchase Order, Seller shall disclose to Buyer any information concerning Seller's products, manufacturing methods or process, then, unless otherwise expressly agreed in writing, Buyer shall have the right to use such information for any purpose. No patent license is implied hereby.

25. RIGHTS IN DATA: Buyer retains ownership of all proprietary data disclosed to Seller in connection with this Purchase Order. Seller shall not disclose proprietary data to others. For the purpose of this paragraph, proprietary data means all design, engineering and technical information (whether patentable or not), and other information concerning Buyer's trade secrets: such other information includes, but is not limited to, secrets of manufacture contained in Buyer's manufacturing methods or processes, treatments and chemical compositions, plant layout and tooling, to the extent that such other information is not disclosed by inspection.

26. CONFIDENTIAL RELATIONSHIP: Seller agrees to treat as strictly secret and confidential all specifications, drawings, blueprints, nomenclature, samples, models and other information supplied by Buyer unless the written consent of Buyer is first obtained. Seller shall not in any manner advertise or publish or release for publication any statement mentioning Buyer or the fact that Seller has furnished or contracted to furnish to Buyer articles required by this Purchase Order, or quote the opinion of any employee of Buyer. The Seller shall not disclose any information relating to this Purchase Order to any person not entitled to receive it.

27. ASSIGNMENTS AND SUBCONTRACTS: These Terms and Conditions, this Purchase Order, and any and all documents referred to herein shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors, assigns, agents, predecessors, parents, affiliates, shareholders, managers, members, employees, heirs, executors, and administrators. Notwithstanding the foregoing, Seller will not assign or transfer this Purchase Order nor subcontract the fulfillings of and completed or substantially complete article(s), without the prior written approval of Buyer.

28. TAXES: Except as otherwise provided herein and unless prohibited by statute, the Seller agrees to pay any federal, provincial or local sales/use tax, transportation tax or other excise tax which may be imposed upon the article ordered hereunder or by reason of their sale, use or delivery. Buyer is considered end-user for all tangible personal property covered by this Purchase Order. Sellers registered with the State of Nevada Department of Taxation must invoice sales tax at the applicable rate and remit the same. Buyer will accrue and remit applicable taxes with respect to Sellers who are not registered.

29. WAIVER: Failure of Buyer to insist upon strict performance of any conditions of this Purchase Order shall not constitute a





PROJECT  
DYNAMICS

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## PURCHASE ORDER AS AGENT ONLY

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11.21.09

waiver of such conditions or a waiver of any default.

**30.REMEDIES:** In addition to remedies provided elsewhere herein or in the Purchase Order, Buyer shall have all other rights and remedies available to it under applicable law. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE PURCHASE ORDER OR OTHERWISE, IN NO EVENT SHALL SELLER BE ENTITLED TO ANY PAYMENT ON ACCOUNT OF LOST PROFITS OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY TERMINATION OF THE PURCHASE ORDER, OR OTHERWISE IN CONNECTION WITH THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS.

**31.INTERPRETATION AND JURISDICTION:** This Purchase Order shall be construed and interpreted solely in accordance with the laws of the jurisdiction of the Project location. Seller hereby consents and submits to the jurisdiction and appropriate courts in the location of the Project for adjudication of any question of law arising hereunder.

**32.COMPLIANCE COMMITTEE REQUIREMENTS:** Seller acknowledges that, as a result of Buyer or Buyer's affiliates being required to be licensed or qualified as a licensed casino owner/operator in various jurisdictions, Buyer is required to conduct appropriate due diligence inquiries concerning any material transaction in which Buyer engages and that the transaction envisioned by this Agreement fall within the class of transaction which require that the Buyer conduct such due diligence inquiries regarding Seller. Based on the foregoing, Seller agrees that upon Buyer's request, Seller shall make such disclosures as are necessary or desirable for Buyer to conduct such inquiries of Seller as Buyer deems appropriate to conduct the required due diligence. Seller further agrees that, should the result of due diligence inquiry be unsatisfactory to Buyer, Buyer shall have the right to demand that Seller cure such items disclosed in the due diligence inquiry which Buyer deems unsatisfactory and failing such cure and within five (5) days of demand therefore, Buyer shall have the right to terminate this Agreement without any liability to Buyer. Any cure attempted by Seller must be immediately undertaken by Seller and pursued with dispatch and diligence.

**33.ATTORNEYS' FEES:** In the event of any such action for breach of, to enforce the provisions of, or otherwise involving this Purchase Order, the court in such action shall award a reasonable sum as attorney's fees to the party who, in the light of the issues litigated and the court's decision on those issues was more successful in the action. The more successful party need not be the party who recovers a judgment in the action. If a party voluntarily dismisses an action, a reasonable sum as attorney's fees shall be awarded to the other party.

**34.RELEASE FROM SELLER:** Seller hereby acknowledges and agrees that ("Agent") is the agent for Buyer and is not personally liable for any of Buyer's obligations hereunder. In this regard, Seller hereby agrees to fully release and discharge Agent from and relinquishes all rights, claims and actions that Seller may have against Agent which arise out of or are in any way connected with this Purchase Order. This release relates to all rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.

**35.FURTHER ASSURANCES:** Seller will, whenever and as often as Seller shall be requested to do so by Buyer, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and to do any and all other acts as may be necessary to carry out the intent and purpose of this Purchase Order or any document referred to herein.

**36.SEVERABILITY:** All provisions of these Terms and Conditions and of this Purchase Order and any documents referred to herein are separate and severable. If any clause is held invalid, illegal, or contrary to public policy, the legality and enforceability of the remaining provisions shall be unaffected.

This Purchase Order is prepared by Purchasing Agent ("Agent"), as Agent only for Customer (as specified in 'Bill to' above), and this Purchase Order is solely for account of said Customer and not for account of Agent. Agent assumes no monetary or other liability therefor or hereunder, and makes no representations otherwise to Vendor. By signing below, Vendor acknowledges receipt of Agent's Terms and Conditions.

ACCEPTED BY VENDOR:

SHIPPING DATE: \_\_\_\_\_

Company Name

Signature (Title)

Date

ISSUED BY:

Agent

Date: 11.23.09

APPROVED:

Date: \_\_\_\_\_

Nevada Property 1 LLC Design

Date: \_\_\_\_\_

Nevada Property 1 LLC Sr. V.P. Finance

Date: \_\_\_\_\_

Nevada Property 1 LLC Chief Development Officer

Date: \_\_\_\_\_

Developer

Date: \_\_\_\_\_

This Purchase Order is prepared by Purchasing Agent ("Agent"), as Agent only for Customer said Client and not for account of Agent. Agent assumes no monetary or other liability!



128 East Church Street  
Martinsville, Virginia 24116-6071

Nevada Properties 1, LLC  
C/O Project Dynamics  
Las Vegas, NV  
Attn: Robert Schmidt  
E: rschmidt@projectdynamics.com

# Quotation

DATE November 8, 2009  
Quotation # 1261

Project: Cosmopolitan Las Vegas, NV

Quotation valid until: February 4, 2010

Prepared by: Doug Richardson

Freight: FOB Long Beach

Pricing: Excludes taxes

Terms: Balance net 45 w/  
approved credit  
Invoiced upon  
shipment

Lead Time: 16 weeks from  
signed off design &  
credit approval

Samples: 8 weeks after signed  
off design and credit  
approval

Salesperson: Kent Hornuth

Line	Description	Item	Quantity	Price Each	AMOUNT
1	Upholstered Headboard COM Cal 117	F-8000		\$1,620.00	
	COM (Vinyl) - 8 yds				
	COM Trim - 1 yd				
	Headboard	F-8000 Hd Bd	1363	\$982.00	\$1,311,206.00
	Bed Box	F-8000 Bed Box	1363	\$558.00	\$760,654.00
2	Upholstered Headboard COM Cal 117	F-8001		\$1,595.00	
	COM (Vinyl) - 8 yds				
	COM - 5 yd				
	Headboard	F-8000 Hd Bd	205	\$988.00	\$202,130.00
	Bed Box	F-8000 Bed Box	205	\$609.00	\$124,845.00
3	Upholstered Headboard COM Cal 117	F-8002		\$1,348.00	
	COM - 14 yds				
	COM Trim- 1.25 yd				
	Headboard	F-8000 Hd Bd	404	\$889.00	\$359,168.00
	Bed Box	F-8000 Bed Box	808	\$459.00	\$370,872.00
4	Bench Trunk	F-8005	710	\$276.00	\$195,960.00
5	Bench Trunk	F-8008	1070	\$268.00	\$284,620.00
6	Desk - Data outlet & light COM	F-8008A	1043	\$722.00	\$753,048.00
7	Desk - Data outlet & light COM	F-8068	829	\$722.00	\$598,538.00
8	Desk - Data outlet & light COM	F-8009	100	\$660.00	\$66,000.00
9	Vanity Console	F-8010	344	\$267.00	\$91,848.00
10	Dining Console	F-8011	205	\$557.00	\$114,185.00
11	Console @ Entry	F-8012	234	\$344.00	\$80,496.00
12	Nightstand Pairs	F-8071	1568 Pair	\$508.00	\$793,408.00
13	Nightstand - Outlet COM	F-8014	420	\$183.00	\$76,860.00

Page Total: \$6,183,724.00



128 East Church Street  
Martinsville, Virginia 24116-5071

# Quotation

DATE  
Quotation #

November 6, 2009  
1251

Line	Description	Item	Quantity	Price Each	AMOUNT
14	Accent Table (Cream)	F-8015	158	\$276.00	\$43,608.00
15	Accent Table (Orange)	F-8016	1280	\$276.00	\$347,760.00
16	Accent Table (Blue)	F-8017	404	\$276.00	\$111,604.00
17	Dining Table	F-8018	234	\$627.00	\$146,718.00
18	Dining Table Chelsea	F-8019	100	\$660.00	\$66,000.00
19	Round Coffee Table	F-8020 A	1309	\$508.00	\$664,672.00
	Round Coffee Table	F-8020 B	1309	\$546.00	\$714,714.00
	Round Coffee Table	F-8020 C	1309	\$546.00	\$714,714.00
	Round Coffee Table	F-8020 D	1309	\$571.00	\$747,439.00
20	Tri-Oval Coffee Table	F-8021	234	\$385.00	\$90,090.00
21	Bar Shelves	F-8058	205	\$182.00	\$37,310.00
22	Panel @ Low Wall	F-8062	653	\$101.00	\$66,953.00
23	Custom Console	F-8060	553	\$208.00	\$115,024.00
24	Étagère	F-8048	738	\$448.00	\$330,824.00
25	Étagère	F-8072	656	\$448.00	\$293,888.00
26	Étagère	F-8077	578	\$399.00	\$230,822.00
27	Mini Bar Trunk	F-8003	433	\$526.00	\$227,758.00
28	Tray Table	F-8089	653	\$272.00	\$150,416.00
29	Shelf Magazine Rack	F-8084	656	\$95.00	\$62,320.00
30	Panel @ Wall	F-8042	656	\$124.00	\$81,344.00
31	Dresser Trunk	F-8004	234	\$429.00	\$100,366.00
32	Side Table @ Chase	F-8070	234	\$281.00	\$65,754.00
33	Side Table	F-8079	100	\$338.00	\$33,800.00
34	Dressing Table	F-8073	350	\$192.00	\$67,200.00

**THANK YOU FOR YOUR BUSINESS!**

**Conditions:**

- \* Customer is responsible for shipping any COM fabric to our factory in China.
- \* Balance Net 45 - With approved credit, Invoiced at shipment.
- \* Specifications state that the wood finishes need to be impervious to soil, heat, stains, alcohol and chemical solvents. The best product to meet this criteria is to use glass on horizontal surfaces. Wood finishes may not be able to perform to this standard.

Page Total:	
Quote	\$9,516,776.00
Total Low:	
Quote	\$9,699,242.00
Total High:	



128 East Church Street  
Martinsville, Virginia 24116-5071

If you have any questions concerning this quotation please contact:  
[quotes@americanofmartinsville.com](mailto:quotes@americanofmartinsville.com)

## Quotation

**DATE**  
**Quotation #**

**November 6, 2009**  
**1251**



- ☒ 4022 Dean Martin Drive - Las Vegas, NV 89103  
Phone: 702/736-7477 Fax: 702/736-8288
- ☐ 5010 Campus Drive - Newport Beach, CA 92660  
Phone: 949/574-7710 Fax: 949/574-7714
- ☐ 8026 Black Horse Pike, Suite 210 - W. Atlantic City, NJ 08202  
Phone: 609/407-0047 Fax: 609/407-2073

## Specification

F-8310

Item	CUSTOM CONSOLE
Project ID	176B001.GR
Property	COSMOPOLITAN
Project Name	COSMOPOLITAN
Area	MADISON WEST ROOMS
Location	WEST TOWER
Date Prepared	10/16/2009
Last Revision	Revision #

Source Per Bid

Suggested Manufacturer

PER BID

Representative Company

## Details

**MODEL NO:** SPECIFICATION IS BASED UPON ROCKWELL GROUP SPEC #F-8080

**MODEL NAME:** CUSTOM CONSOLE

**DESCRIPTION:** CONSOLE AT (UNDER TV).  
EASED EDGES.  
STEEL REINFORCEMENT.

**OVERALL SIZE:** 66"W X 14"D X 30"H

**CONSTRUCTION:** GLUED, SCREWED & DOUBLE DOWELED

**MATERIAL:** SOLID KILN DRIED HARDWOOD - OAK

**STAIN:** DARK STAINED OAK WITH LACQUER PANEL TO MATCH BENJAMIN MOORE  
"BONE" WHITE

**FINISH:** SATIN CATALYZED POLYURETHANE FINISH ON DARK STAINED OAK

**LEVELERS/GLIDES:** LEVELERS FOR HEAVY COMMERCIAL USE ON CARPETED FLOORING

**DETAILS:** MANUFACTURER TO PROVIDE CLEATS FOR ATTACHMENT TO WALL

**QUANTITY:** (1) EA @ ALL MADISON WEST GUESTROOMS + OWNER DETERMINED ATTIC STOCK

**LEAD TIME:** TBD

**FOB:** TBD

**LOCATION:** CONSOLE @ ALL MADISON WEST GUESTROOMS

## NOTES:

NOTE: THE CUSTOM ITEM DESCRIBED HEREIN IS THE PROPRIETARY DESIGN OF NEVADA PROPERTIES I dba THE COSMOPOLITAN RESORT AND CASINO. ALL RIGHTS RESERVED.

NOTICE: THE SPECIFICATIONS LISTED ABOVE WERE NOT DEVELOPED BY FRIEDMUTTER GROUP. THEY HAVE MERELY BEEN REPRODUCED BY FRIEDMUTTER GROUP AT OWNER'S REQUEST BASED UPON INFORMATION PROVIDED BY OTHER DESIGNERS AND PURCHASING AGENTS.

ALL QUANTITIES TO BE VERIFIED BY PURCHASING AGENT. OWNER TO DETERMINE ADDITIONAL ATTIC STOCK.

ALL FINISHES AND MATERIALS USED ARE TO BE IMPERVIOUS TO SOIL, HEAT, STAINS, ALCOHOL, AND CHEMICAL SOLVENTS. MANUFACTURER TO PROVIDE HIGH QUALITY ADJUSTABLE LEVELERS. MANUFACTURER IS REQUIRED TO SUBMIT SCALED SHOP DRAWINGS AND FINISH SAMPLE TO FRIEDMUTTER GROUP FOR DESIGNER'S APPROVAL

OCT 19 2009

PROJECT DYNAMICS



- ☒ 4022 Dean Martin Drive • Las Vegas, NV 89103  
Phone: 702/736-7477 Fax: 702/736-6266
- ☐ 5010 Campus Drive • Newport Beach, CA 92660  
Phone: 949/574-7710 Fax: 949/574-7714
- ☐ 6025 Black Horse Pike, Suite 210 • W. Atlantic City, NJ 08232  
Phone: 609/407-0047 Fax: 609/407-0075

## Specification

F-8310

Item	CUSTOM CONSOLE
Project ID	176B001.GR
Property	COSMOPOLITAN
Project Name	COSMOPOLITAN
Area	MADISON WEST ROOMS
Location	WEST TOWER
Date Prepared	10/16/2009
Last Revision	Revision #

### PRIOR TO PURCHASING.

MUST BE CONTRACT QUALITY & SUITABLE FOR HEAVY COMMERCIAL USE.  
ALL MATERIALS USED MUST MEET OR EXCEED ALL APPLICABLE FEDERAL, STATE AND  
LOCAL FIRE CODE REQUIREMENTS.

\* ALL QUANTITIES TO BE DETERMINED BY PURCHASING AGENT/MANUFACTURER PRIOR  
TO PURCHASING.

\* IN PRODUCTION FINISH NEEDS TO BE CONSISTENT AND SMOOTH WITH NO ROUGH  
EDGES.

\* ALL INTERIOR CAVITIES (TV CAVITY, SHELVES, ETC.) TO BE FULLY FINISHED.

\* ALL JOINTS ON HORIZONTAL SURFACE TO BE MOISTURE PROOF TO INSURE AGAINST  
LIQUID SEEPAGE INTO FRAME.

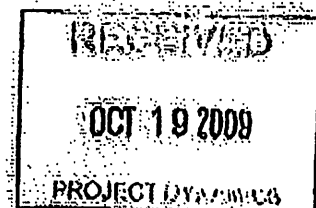
\* ALL SIZES AND DIMENSIONS TO BE DETERMINED BASED ON EQUIPMENT  
SPECIFICATIONS SUPPLIED BY OPERATOR.

\* PROVIDE IMPREGNATOR FINISH TO PROTECT MARBLE FROM WATER, ALCOHOL AND  
CHEMICAL STAINS.

\* ALL METAL FINISHES TO HAVE CLEAR ENAMEL MATTE COATING FOR HUMIDITY  
PROTECTION TO PREVENT RUST AND CORROSION.

\* PROVIDE STAINED FULL FILLED CATALYZED LACQUER FINISH TO PROTECT WOOD  
FROM BURNS, ALCOHOL, WATER & CHEMICAL STAINS.

\* ALL MATERIALS MUST BE SUITABLE FOR USE IN HIGH HUMIDITY LOCATIONS.



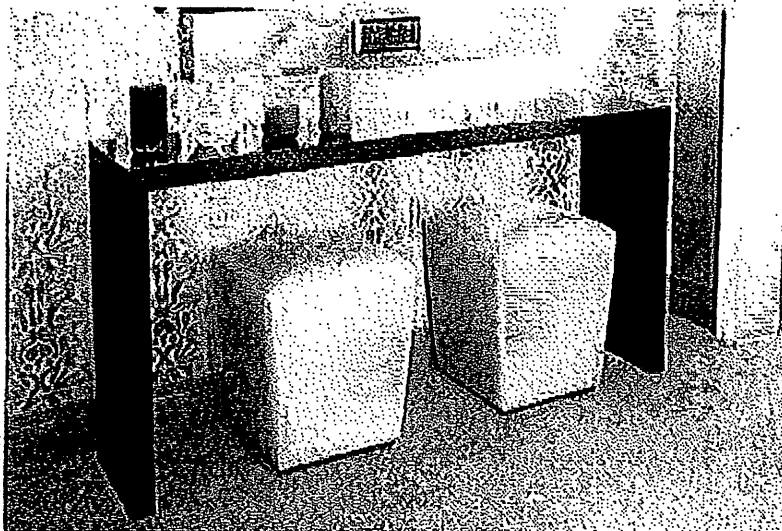
# **FRIEDMUTTER GROUP** ARCHITECTURAL & DESIGN STUDIOS HOTELS-CASINOS-RESTAURANTS-ENTERTAINMENT

- ☒ 4022 Dean Martin Drive - Las Vegas, NV 89103  
Phone: 702/736-7477 Fax: 702/736-8288
- ☐ 6010 Campus Drive - Newport Beach, CA 92860  
Phone: 949/674-7710 Fax: 949/674-7714
- ☐ 8025 Black Horse Pike, Suite 210 - W. Atlantic City, NJ 08202  
Phone: 609/407-0047 Fax: 609/407-0073

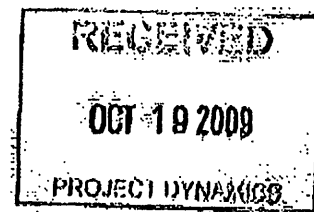
## Specification

**F-8310**

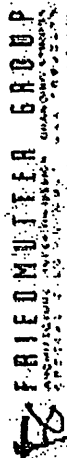
Item	CUSTOM CONSOLE
Project ID	176B001.GR
Property	COSMOPOLITAN
Project Name	COSMOPOLITAN
Area	MADISON WEST ROOMS
Location	WEST TOWER
Date Prepared	10/16/2009
Last Revision	Revision #



CONSOLE IMAGE FOR INSPIRATION "LOOK OF" MOCK-UP PHOTO  
DOES NOT REPRESENT FINAL SPECIFIED DESIGN.



Prepared By	Quantity	Units	Unit Cost	Total Cost
AMCCLEISTER/s	1.00	Each	\$0.00	\$0.00



4022 Durr Drive, Suite 200, NV 89103

Phone: 702.731.7417 Fax: 702.731.4438

810 Canyon Drive, Suite 100, Las Vegas, NV 89103

Phone: 702.731.7417 Fax: 702.731.4438

4022 Durr Drive, Suite 200, NV 89103

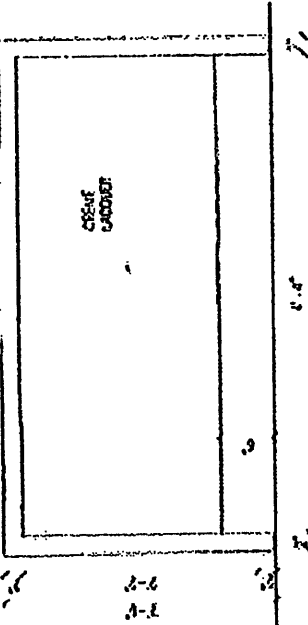
Phone: 702.731.7417 Fax: 702.731.4438

# Specification F-8310

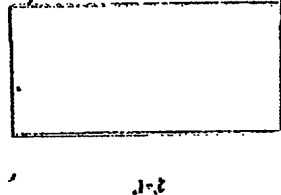
Project ID: 1708001GR  
Property: COSMOPOLITAN  
Project Name: COSMOPOLITAN  
Area: JACKSON WEST ROOFS  
Location: WEST TOWER  
Data Prepared: TC-16-2009  
Last Revision: Revision 9

SEE STAIR  
ON 779/2007

SEE  
TOWER



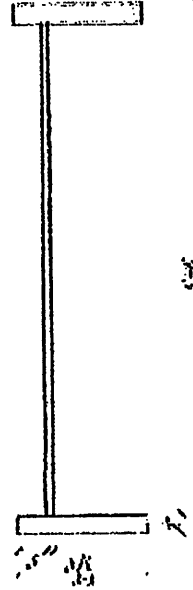
1. FRONT ELEVATION  
SCALE: 1" = 1'-0"



2. SIDE ELEVATION  
SCALE: 1" = 1'-0"

GENERAL NOTES  
FOR ALL MATERIAL  
INFORMATION, REFER TO  
FIRE SPECIFICATIONS.  
MANUFACTURER TO SUBMIT  
FINISH SAMPLES FOR  
APPROVAL.

WALL TO CURB CLAS  
TO BE WORKED TO MATCH.



3. PLAN SECTION  
SCALE: 1" = 1'-0"



4. PLAN VIEW  
SCALE: 1" = 1'-0"

FG SPECIFICATION IS F-8310 IS BASED ON ROCKWELL GROUP  
SPECIFICATION F-8060

RECEIVED

OCT 19 2009

RECEIVED

PROJECT	1708001GR	
DATE	10/19/09	
BY	TC-16-2009	
CHECKED	TC-16-2009	
APPROVED	TC-16-2009	
DESIGNED	TC-16-2009	
DRAWN	TC-16-2009	
SCALE	1" = 1'-0"	
REVISIONS		
NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	10/19/09
2	ISSUED FOR CONSTRUCTION	10/19/09
3	ISSUED FOR CONSTRUCTION	10/19/09
4	ISSUED FOR CONSTRUCTION	10/19/09
5	ISSUED FOR CONSTRUCTION	10/19/09
6	ISSUED FOR CONSTRUCTION	10/19/09
7	ISSUED FOR CONSTRUCTION	10/19/09
8	ISSUED FOR CONSTRUCTION	10/19/09
9	ISSUED FOR CONSTRUCTION	10/19/09
10	ISSUED FOR CONSTRUCTION	10/19/09





- ☒ 4022 Dean Martin Drive - Las Vegas, NV 89103  
Phone: 702/736-7477 Fax: 702/736-8288
- ☐ 5010 Campus Drive - Newport Beach, CA 92660  
Phone: 949/574-7710 Fax: 949/574-7714
- ☐ 8025 Black Horse Pike, Suite 210 - W. Atlantic City, NJ 08232  
Phone: 609/407-0047 Fax: 609/407-0073

## Specification

**F-9110**

Item	CUSTOM CONSOLE
Project ID	176B001.GR
Property	COSMOPOLITAN
Project Name	COSMOPOLITAN
Area	MADISON EAST ROOMS
Location	EAST TOWER
Date Prepared	10/16/2009
Last Revision	Revision #

Source Per Bid

Suggested Manufacturer

PER BID

Representative Company

## Details

**MODEL NO:** SPECIFICATION IS BASED UPON ROCKWELL GROUP SPEC #F-8060

**MODEL NAME:** CUSTOM CONSOLE

**DESCRIPTION:** CONSOLE AT (UNDER TV).  
EASED EDGES.  
STEEL REINFORCEMENT.

**OVERALL SIZE:** 56"W X 14"D X 30"H

**CONSTRUCTION:** GLUED, SCREWED & DOUBLE DOWELED

**MATERIAL:** SOLID KILN DRIED HARDWOOD - OAK

**STAIN:** DARK STAINED OAK WITH LACQUER PANEL TO MATCH BENJAMIN MOORE  
"BONE WHITE"

**FINISH:** SATIN CATALYZED POLYURETHANE FINISH ON DARK STAINED OAK

**LEVELERS/GLIDES:** LEVELERS FOR HEAVY COMMERCIAL USE ON CARPETED FLOORING

**DETAILS:** MANUFACTURER TO PROVIDE CLEATS FOR ATTACHMENT TO WALL

**QUANTITY:** (1) EA @ ALL MADISON EAST GUESTROOMS + OWNER DETERMINED ATTIC STOCK

**LEAD TIME:** TBD

**FOB:** TBD

**LOCATION:** CONSOLE @ ALL MADISON EAST GUESTROOMS

## NOTES:

NOTE: THE CUSTOM ITEM DESCRIBED HEREIN IS THE PROPRIETARY DESIGN OF NEVADA PROPERTIES I dba THE COSMOPOLITAN RESORT AND CASINO. ALL RIGHTS RESERVED.

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- | Specification |                    | F-9110 |
|---------------|--------------------|--------|
| Item          | CUSTOM CONSOLE     |        |
| Project ID    | 178B001.GR         |        |
| Property      | COSMOPOLITAN       |        |
| Project Name  | COSMOPOLITAN       |        |
| Area          | MADISON EAST ROOMS |        |
| Location      | EAST TOWER         |        |
| Date Prepared | 10/16/2009         |        |
| Last Revision | Revision #         |        |

**\* ALL MATERIALS MUST BE SUITABLE FOR USE IN HIGH HUMIDITY LOCATIONS.**



- ☒ 4022 Dean Martin Drive - Las Vegas, NV 89103  
Phone: 702/736-7477 Fax: 702/736-8288
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- ☐ 8025 Black Horse Pike, Suite 210 - W. Atlantic City, NJ 08232  
Phone: 609/407-0047 Fax: 609/407-0073

Specification		F-9110
Item	CUSTOM CONSOLE	
Project ID	176B001.GR	
Property	COSMOPOLITAN	
Project Name	COSMOPOLITAN	
Area	MADISON EAST ROOMS	
Location	EAST TOWER	
Date Prepared	10/16/2009	
Last Revision	Revision #	



CONSOLE IMAGE FOR INSPIRATION "LOOK OF"; MOCK-UP PHOTO  
DOES NOT REPRESENT FINAL SPECIFIED DESIGN.

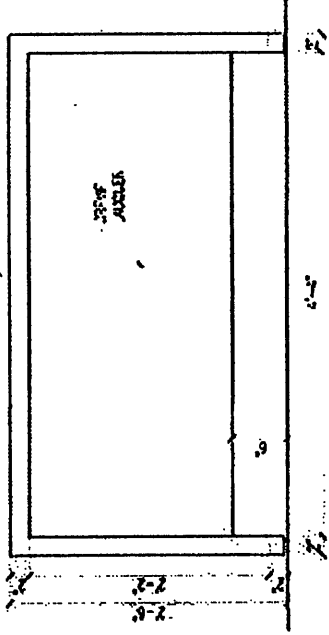
Prepared By	Quantity	Units	Unit Cost	Total Cost
AMCCLEISTER/s	1.00	Each	\$0.00	\$0.00



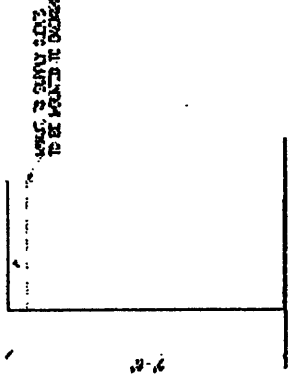
CONTACT: (800) 451-7827 / (702) 707-7000  
FAX: (702) 707-7000  
4022 Dean Martin Drive - Las Vegas, NV 89103  
Phone: (702) 707-7000 Fax: (702) 707-7000  
3000 Campus Drive - Newport Beach, CA 92660  
Phone: (949) 447-7700 Fax: (949) 447-7700  
3000 Campus Drive - Suite 210 - 14th Avenue - New York, NY 10002  
Phone: (212) 697-0000 Fax: (212) 697-0000

**Specification F-9110**  
**CONSOLE @ ENTRY**  
Item  
Project ID 1788001.GR  
Project Name COSMOPOLITAN  
Project Name COSMOPOLITAN  
Location MADISON EAST ROOMS  
Location EAST TOWER  
Date Prepared 10-16-2009  
Last Revision Revision #

FRONT ELEVATION  
SCALE 1" = 1'-0"

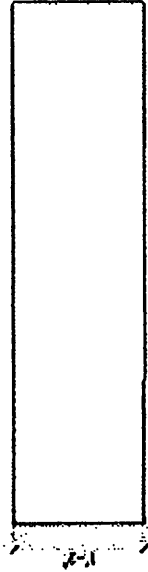


SIDE ELEVATION  
SCALE 1" = 1'-0"



FRONT ELEVATION  
SCALE 1" = 1'-0"

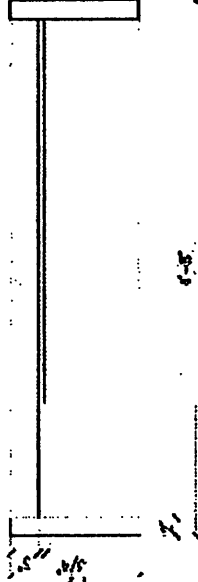
SIDE ELEVATION  
SCALE 1" = 1'-0"



PLAN VIEW  
SCALE 1" = 1'-0"

Scale 1" = 1'-0"

GENERAL NOTES  
FOR ALL MATERIAL  
INFORMATION, REFER TO  
THE SPECIFICATIONS  
MANUFACTURE TO THE  
FINISHES SHOWN FOR THE  
APPLICATION



PLAN SECTION  
SCALE 1" = 1'-0"

FG SPECIFICATION IS F-9110 IS BASED ON ROCKWELL GROUP  
SPECIFICATION F-8060

PROJECT	1788001.GR
DATE	10-16-2009
BY	1788001.GR
CHECKED	1788001.GR
APPROVED	1788001.GR
REVISIONS	
NO.	DESCRIPTION
1	1788001.GR
2	1788001.GR
3	1788001.GR
4	1788001.GR
5	1788001.GR
6	1788001.GR
7	1788001.GR
8	1788001.GR
9	1788001.GR
10	1788001.GR



PROJECT  
DYNAMICS

5275 S. Arville Street  
Suite 100  
Las Vegas, NV 89118  
Tel: 702.365.0400  
Fax: 702.365.0455

PAGE  
9 of 9

## PURCHASE ORDER AS AGENT ONLY

PROJECT NUMBER / NAME

CMT

COSMOPOLITAN

RESORT & CASINO

DELIVERY DATE

PURCHASE ORDER

CMT- 026

DATE OF ORDER

11.21.09

waiver of such conditions or a waiver of any default.

30. REMEDIES: In addition to remedies provided elsewhere herein or in the Purchase Order, Buyer shall have all other rights and remedies available to it under applicable law. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE PURCHASE ORDER OR OTHERWISE, IN NO EVENT SHALL SELLER BE ENTITLED TO ANY PAYMENT ON ACCOUNT OF LOST PROFITS OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY TERMINATION OF THE PURCHASE ORDER, OR OTHERWISE IN CONNECTION WITH THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS.

31. INTERPRETATION AND JURISDICTION: This Purchase Order shall be construed and interpreted solely in accordance with the laws of the jurisdiction of the Project location. Seller hereby consents and submits to the jurisdiction and appropriate courts in the location of the Project for adjudication of any question of law arising hereunder.

32. COMPLIANCE COMMITTEE REQUIREMENTS: Seller acknowledges that, as a result of Buyer or Buyer's affiliates being required to be licensed or qualified as a licensed casino owner/operator in various jurisdictions, Buyer is required to conduct appropriate due diligence inquiries concerning any material transaction in which Buyer engages and that the transaction envisioned by this Agreement fall within the class of transaction which require that the Buyer conduct such due diligence inquiries regarding Seller. Based on the foregoing, Seller agrees that upon Buyer's request, Seller shall make such disclosures as are necessary or desirable for Buyer to conduct such inquiries of Seller as Buyer deems appropriate to conduct the required due diligence. Seller further agrees that, should the result of due diligence inquiry be unsatisfactory to Buyer, Buyer shall have the right to demand that Seller cure such items disclosed in the due diligence inquiry which Buyer deems unsatisfactory and failing such cure and within five (5) days of demand therefore, Buyer shall have the right to terminate this Agreement without any liability to Buyer. Any cure attempted by Seller must be immediately undertaken by Seller and pursued with dispatch and diligence.

33. ATTORNEYS' FEES: In the event of any such action for breach of, to enforce the provisions of, or otherwise involving this Purchase Order, the court in such action shall award a reasonable sum as attorney's fees to the party who, in the light of the issues litigated and the court's decision on those issues was more successful in the action. The more successful party need not be the party who recovers a judgment in the action. If a party voluntarily dismisses an action, a reasonable sum as attorney's fees shall be awarded to the other party.

34. RELEASE FROM SELLER: Seller hereby acknowledges and agrees that ("Agent") is the agent for Buyer and is not personally liable for any of Buyer's obligations hereunder. In this regard, Seller hereby agrees to fully release and discharge Agent from and relinquishes all rights, claims and actions that Seller may have against Agent which arise out of or are in any way connected with this Purchase Order. This release relates to all rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.

35. FURTHER ASSURANCES: Seller will, whenever and as often as Seller shall be requested to do so by Buyer, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and to do any and all other acts as may be necessary to carry out the intent and purpose of this Purchase Order or any document referred to herein.

36. SEVERABILITY: All provisions of these Terms and Conditions and of this Purchase Order and any documents referred to herein are separate and severable. If any clause is held invalid, illegal, or contrary to public policy, the legality and enforceability of the remaining provisions shall be unaffected.

This Purchase Order is prepared by Purchasing Agent ("Agent"), as Agent only for Customer (as specified in "Bill to" above), and this Purchase Order is solely for account of said Customer and not for account of Agent. Agent assumes no monetary or other liability therefor or hereunder, and makes no representations otherwise to Vendor. By signing below, Vendor acknowledges receipt of Agent's Terms and Conditions.

ACCEPTED BY VENDOR:

SHIPPING DATE: \_\_\_\_\_

Company Name

Signature (Title)

Date

ISSUED BY:

Agent

Date:

APPROVED:

Nevada Property 1 LLC Design

Nevada Property 1 LLC Sr. V.P. Finance

Nevada Property 1 LLC Chief Development Officer

Developer

Owner

This Purchase Order is prepared by Purchasing Agent ("Agent"), as Agent only for Customer said Client and not for account of Agent. Agent assumes no monetary or other liability



**Rob Schmidt  
Project Dynamics  
Las Vegas, Nevada**

**December 9, 2009**

**Rob,**

**Thank you for your quick reply. We have a strong sense of urgency to meet the aggressive installation schedule. In response to your requests for a prototype sample and installation schedule we have had several discussions as a management group as to the constraints of this project. We commit to doing the following:**

- 1. Produce a Prototype sample within 2 weeks from when we have signoffs on the drawings and finish selections.**
  - a. Drawings were submitted for approval on 12/7.**
  - b. Still need a finish sample for us to match.**
- 2. Provide the completion of the prototype we have two options for the approval.**
  - a. Ship the sample for approval airfreight. We estimate the cost will run approximately \$1000-\$1200 and add approximately 10 days to the approval process.**
  - b. Approve the sample based on photographs at the factory and finish panels that we have submitted to you. We have done this with other customers. It will save time and expense.**
- 3. The production lead time from when all approvals have been received is 8 weeks. If we have all of the approvals by Friday December 11<sup>th</sup> we can produce the furniture to exit our factory before the Chinese New Year Shutdown in China on February 7<sup>th</sup>. Approvals received after December 11<sup>th</sup> will result in the production time being extended by an additional 2 weeks and shipments will exit our factory 10 weeks after the approvals have been completed.**
- 4. We have attached a timeline showing the time frames we are working with on this project. We have divided it into two sections.**
  - a. The top section is based on us having approvals by the December 11<sup>th</sup> deadline and being able to ship the product before Chinese New year shutdown.**
  - b. The lower section shows the likely production dates based on building a prototype and shipping it by air for approval.**
  - c. We have also notated some key events that need to take place for us to manage the shipments in a timely fashion.**

**We appreciate your assistance in moving this project along. There are a few additional pieces of information that would be helpful for us to position this project correctly.**

- a. When can we expect to receive finish samples of what we are to match? It is urgent that we expedite the matching process to avoid delaying the project.**
- b. Do we have a date by when we should expect to receive the drawing approval? This will help us to begin sourcing materials for factory production.**
- c. We understood that the shipments will be divided into thirds. Can you confirm that the first shipment will be 1/3 of the total order that we have received?**
- d. Please provide the specific required quantity and date for the first shipment and the required quantities and delivery dates for the following shipments. Also, please provide the date that I can expect to receive the approved drawing and the date the control samples will be delivered to me for the two finishes required for the console.**

**Please call me if you have any questions. I understand your office will be closed on Friday any information we can sort out by the end of this week will really help move this project along.**

**Sincerely,**

**Merrill Talbot  
Vice President of Product Development  
American of Martinsville**



128 E. Church Street  
Martinsville, VA 24112  
(276) 632-2061, FAX (276) 632-7894

December 10, 2009

Project Dynamics  
Rob Schmidt  
5275 S. Arville Street  
Suite 100  
Las Vegas, NV 89118

Re: American of Martinsville/Cosmopolitan Order

Rob,

Please find enclosed in this packet the following items for the Cosmopolitan purchase order:

- Signed 2<sup>nd</sup> copy of the purchase order by Noel Chitwood, President
- Proforma Invoice
- American of Martinsville's W-9
- Wire Transfer Instructions
- Estimated Production Delivery Schedule Timeline and Letter

If you should have any questions, please contact Leo Vogel, Sr VP Sales & Marketing at 276-634-2960 or [lvogel@americanofmartinsville.com](mailto:lvogel@americanofmartinsville.com).

We thank you for the opportunity to be part of the Cosmopolitan project.

Thank you,

A handwritten signature in black ink, appearing to read "Nicole Fulcher", written in a cursive style.

Nicole Fulcher  
Sales & Marketing Manager





AMERICAN  
of MARTINSVILLE

We are there. Start to Finish.

GaragePro Project: Customized Room 16 Garage  
Shelton Dorian Marlowe / Allen Henderson  
Sales Rep: Paul Hornum  
Customer Service: Annalene King

Order Date  
12/8/09

Verbal Request  
Long Beach  
3/7/2010

Chinese New Year

Order Date

Credit Approval

Drawings Submitted

Finish Sample Submitted

Drawing Sign-off / Specs

Finish Sign-off

Begin Production

Transit Time

Sample Production

Sample Transit Time

Begin Production

Transit Time

Key Events - AOM

- Order received by AOM 12/08/09
- Credit Approval 12/08/09
- Drawings submitted by AOM 12/08/09
- Submit finish panel for approval Pending sample to match
- Drawing approvals received by AOM 12/08/09
- Hardware approvals received by AOM N/A

Key Events - Customer

- Order submitted to AOM 12/08/09
- Credit information submitted to AOM 12/08/09
- Drawing approvals submitted to AOM 12/08/09
- Hardware approvals submitted to AOM N/A
- Provide finish panel approval 12/08/09
- Provide shipping schedule 12/08/09

Please note:

1. Raw materials cannot be allocated to you order until credit approval has been received.
2. Updatered seating orders cannot be placed on a firm production schedule until COM fabric has arrived at AOM.
3. Delays in providing approval information can result in a suspended production schedule.

Document Date: 12/08/09

**WACHOVIA BANK INFORMATION**  
**(For all wires except ACH customers)**

**Wachovia Bank**  
**450 South Australian Avenue,**  
**8<sup>th</sup> Floor**  
**West Palm Beach, FL 33401**  
**ABA# 063000021**  
**Swift# PNBPUS33 (ONLY IF IS INT'L WIRE)**  
**Account# 2090000511099**  
**For the account of: CFH Funding FBO Capital Business Credit, LLC**  
**For further credit to: (Client Name)**

**WACHOVIA BANK INFORMATION**  
**(For ACH customers)**

**Wachovia Bank**  
**450 South Australian Avenue,**  
**8<sup>th</sup> Floor**  
**West Palm Beach, FL 33401**  
***ACH routing number#067006432***  
**Swift# PNBPUS33 (ONLY IF IS INT'L WIRE)**  
**Account# 2090000511099**  
**For the account of: CFH Funding FBO Capital Business Credit, LLC**  
**For further credit to: (Client Name)**

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>American of Martinsville, Inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input checked="" type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>128 East Church Street</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Martinsville, VA 24112</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
2	0	5	2	2	6	8	3	6

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ <b>Bennie Corbett</b>	Date ▶ <b>12/9/09</b>
--------------	-----------------------------------------------------	-----------------------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



5275 S. Arville Street  
Suite 100  
Las Vegas, NV 89118  
Tel: 702.365.0400  
Fax: 702.365.0455

PAGE  
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## PURCHASE ORDER AS AGENT ONLY

PROJECT NUMBER / NAME  
**CMT COSMOPOLITAN  
RESORT & CASINO**

DELIVERY DATE

PURCHASE ORDER  
**CMT- 026**

DATE OF ORDER  
**11.21.09**

waiver of such conditions or a waiver of any default.

**30.REMEDIES:** In addition to remedies provided elsewhere herein or in the Purchase Order, Buyer shall have all other rights and remedies available to it under applicable law. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE PURCHASE ORDER OR OTHERWISE, IN NO EVENT SHALL SELLER BE ENTITLED TO ANY PAYMENT ON ACCOUNT OF LOST PROFITS OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY TERMINATION OF THE PURCHASE ORDER, OR OTHERWISE IN CONNECTION WITH THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS.

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**35.FURTHER ASSURANCES:** Seller will, whenever and as often as Seller shall be requested to do so by Buyer, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any and all such further covenants, assignments, approvals, consents and any and all other documents and to do any and all other acts as may be necessary to carry out the intent and purpose of this Purchase Order or any document referred to herein.

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ACCEPTED BY VENDOR:

Company Name American of Martinsville Signature (Title) [Signature] Date 12/14/09

SHIPPING DATE: see packing attached

ISSUED BY:

Agent [Signature] Date: 11.22.09

APPROVED:

[Signature] Date: 11.25.09

Nevada Property 1 LLC Design

[Signature] Date: 12/1/09

Nevada Property 1 LLC Sr. V.P. Finance

[Signature] Date: 12/1/09  
Nevada Property 1 LLC Chief Development Officer

This Purchase Order is prepared by Purchasing Agent ("Agent"), as Agent only for Customer said Client and not for account of Agent. Agent assumes no monetary or other liability

[Signature] Date: \_\_\_\_\_  
Developer

Owner \_\_\_\_\_ Date: \_\_\_\_\_