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23-041A

December 2, 2010

Ms. Linda Chiarelli, Senior Vice President Deputy Director of Construction Forest City Ratner Companies 1 Metro Tech Center Brooklyn, New York 11201 **E-mail:** lchiarelli@fcrc.com Mr. Joseph M. Lawlor, Vice President (By Hand) The Bank of New York Mellon, as PILOT Bond Trustee 101 Barclay Street, Floor 7W New York, New York 10286 **E-mail:** joseph.lawlor@bnymellon.com

Ms. Arana Hankin (By Hand) New York State Urban Development Corporation d/b/a Empire State Development Corporation, as Lease Administrator 633 Third Avenue New York, New York 10017 **E-mail:** ahankin@empire.state.ny.us

Re: New Nets Arena Barclays Center and Transit Connection Brooklyn, New York

Dear Ms. Chiarelli, Mr. Lawlor, and Ms. Hankin:

Enclosed is our Site Observation Report 7 for the referenced project, based on our visit of October 28, 2010. James G. Cockinos, AIA, Senior Associate, performed the observation and prepared the report.

Please refer to Section II - "Executive Summary" for a brief overview of the project.

If you have any questions regarding this report, please call.

Very truly yours,

MERRITT & HARRIS, INC.

James G. Cockinos, AIA Senior Associate Group Leader Construction Monitoring

JGC:eb Enclosure

cc:	Forest City Ratner Companies		
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NEW NETS ARENA BARCLAYS CENTER AND TRANSIT CONNECTION BROOKLYN, NEW YORK

SITE OBSERVATION REPORT 7

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SECTION I - IDENTIFICATION

New Nets Arena Barclays Center and Transit Connection Brooklyn, New York
The construction of a new 8-level, approximately 670,000 sq. ft., 18,103-seat capacity enclosed state-of-the-art sports arena for the National Basketball Association's professional basketball team, the New Jersey Nets, with 105 suites overall. An underground transit connection from the existing subway station to the Arena plaza, and site work (landscaping, trees, sidewalks, bollards, etc.) in front of and surrounding the Arena, in addition to the 4 th Avenue reconfiguration are also to be constructed.
 New York State Urban Development Corporation d/b/a Empire State Development Corporation, as Lease Administrator 633 Third Avenue New York, New York 10017 Arana Hankin E-mail: ahankin@empire.state.ny.us The Bank of New York Mellon, as PILOT Bond Trustee 101 Barclay Street, Floor 7W New York, New York 10286 Joseph M. Lawlor, <i>Vice President</i> E-mail: joseph.lawlor@bnymellon.com Forest City Ratner Companies 1 Metro Tech Center Brooklyn, New York 11201 Linda Chiarelli, <i>Senior Vice President</i> Deputy Director of Construction E-mail: lchiarelli@fcrc.com

Developer:	Brooklyn Events Center, LLC			
	Forest City Ratner Companies			
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	Brooklyn, New York 11201			
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Design/Builder				
(Arena):	Hunt Construction Group, Inc.			
(Archa).	2450 South Tibbs Avenue			
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	E-mail: mgladden@huntconstructiongroup.com			

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Architect of Record:	Ellerbe Becket Architects and Engineers, P.C. 2380 Mc Gee, Suite 200 Kansas City, Missouri 64108
Structural Engineers:	Thornton Tomasetti 51 Madison Avenue New York, New York 10010
Mechanical/Electrical/ Plumbing/Fire Protection Engineers:	WSP Flack + Kurtz 512 7 th Avenue New York, New York 10018
Building Codes/Life Safety:	FP&C Consultants One Ward Parkway Kansas City, Missouri 64112
Seismic Engineers:	Mueser Rutledge Consulting Engineers 14 Penn Plaza - 225 West 34 th Street New York, New York 10122
Arena Design Architects:	SHoP Architects, P.C. 11 Park Place Penthouse New York, New York 10007
Civil Engineers: (Site Work Design)	Stantec Consulting Services, Inc. 50 West 23 rd Street, 8 th Floor New York, New York 10010
Construction Manager (Transit Connection):	Turner Construction Company 375 Hudson Street, 6 th Floor New York, New York 10014 Rick Salaway, <i>Senior Project Manager</i> Phone: 212.229.6000 E-mail: rsalaway@tcco.com Chuck Baldwin, LEED AP, <i>Project Manager</i> Phone: 212.229.6000 Mobile: 603.944.3474 E-mail: cbaldwin@tcco.com
Construction Site Telephone:	718.789.1100
Observation and Report By:	James G. Cockinos, AIA, Senior Associate

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Present During				
Site Observation:	James Lester, Forest City Ratner Companies Rob Tarulli, Forest City Ratner Companies Greg Lowe, Forest City Ratner Companies Eileen Weingarten, Forest City Ratner Companies Rebecca D'Eloia, Forest City Ratner Companies Jennifer Dominguez, Forest City Ratner Companies Sherveen Baftechi, Forest City Ratner Companies Lauren Du, Forest City Ratner Companies Linda Chiarelli, Forest City Ratner Companies H. Mark Gladden, Hunt Construction Jon Anthony, Hunt Construction Scott Hamburg, Hunt Construction			
Date of Site Observation:	October 28, 2010			
Date of Previous Site Observation:	September 30, 2010			
Date of Draft Review:	November 30, 2010			
Dates of Future Site Observations:	Last Thursday of each month (8:30 A.M.)			
	November 23, 2010 December 22, 2010			

SECTION II - EXECUTIVE SUMMARY

This section is intended to be a brief overview of the project, based on our current site visit. Please read the report in its entirety for a complete understanding of our comments and opinions as presented herein.

Conformance to Plans and Specifications and Workmanship

Construction Documents (Drawing Volumes 1 - 6, Specifications Volumes 1 - 3) marked "Not for Construction," dated July 31, 2009, were provided for our review. 60% CD drawings, dated to include the Arena façade have been made available. The 100% CD drawings, dated August 13, 2010, have been made available as of August 18, 2010.

Mass Transit Improvement documents, (plans and specifications Volumes 1 - 5) labeled "90% Submission," dated August 28, 2009, were provided for our review.

The work is proceeding in general accordance with the plans, specifications, and other pertinent documents that we have reviewed to date.

The overall quality of workmanship is good.

Summary of Hunt GMP Costs

<u>Arena</u>

The following summary is based upon the General Contractor's Application and Certificate for Payment 10, covering the period through October 31, 2010:

Current Contract Value (Design/Build with GMP)	\$470,526,715	
Total Work Completed and Stored to Date	11.2%	\$53,650,781
Current Payment Due and Recommended by Merritt & Harris, In	IC.	\$6,224,937 *

* Current Payment Due includes Hard Costs (\$4,470,030), GC/CM Fee (\$1,294,309), and associated A/E Soft Costs (\$460,599)

In our opinion, the remaining Contract Value funds of \$416,875,934 (net of retainage), together with the remaining Developer's Arena Design/Scope Contingency, are sufficient to complete the work as it is currently defined.

The Guaranteed Maximum Price (GMP) was based on the "Scope Set" drawings, dated July 31, 2009.

Transit Connection

The following summary is based upon the General Contractor's Application and Certificate for Payment 3, covering the period through October 31, 2010:

Current Contract Value (Lump Sum)		\$52,406,000
Total Work Completed and Stored to Date	11.5%	\$ 6,043,747
Current Payment Due and Recommended by Merritt & Harris, Inc.		\$ 2,538,900

In our opinion, the remaining Contract Value funds of \$46,362,253 and the Developer's Design/Scope Contingency are sufficient to complete the work as it is currently defined.

Summary of Total Project Hard Costs:

The following summary is based upon the Developer's Application and Certificate for Payment 7 covering the period through October 31, 2010:

		Previously	Current	Total	%	Remaining
Description	Budget	<u>Completed</u>	<u>Request</u>	<u>Completed</u>	<u>Complete</u>	Balance
Arena	\$507,193,011	\$61,317,006	\$7,305,262 *	\$68,622,268	13.5	\$438,570,743
Transit Connection	66,507,554	5,966,517	2,737,103	8,703,620	13.1	57,803,934
Arena Site Work	20,143,349	346,032	17,578	363,610	1.8	19,779,739
Arena Mitigation	2,685,886	80,690	0	80,690	3.0	2,605,196
Totals	\$596,529,800	\$67,710,245	\$10,059,943	\$77,770,188	13.0%	\$518,759,613

The \$10,059,943 being requested for these line items under the Requisition, covering October 2010, was reviewed by our office and found to be reasonable.

* Current Request is part of the Hunt Construction Design-Build contract and includes the trades, GC/CM Fee Costs, and miscellaneous other Hard Costs.

Summary of Total Project Soft Costs

The following summary is based upon the Developer's Application and Certificate for Payment 7, covering the period through October 31, 2010:

Current Revised Budget		\$183,606,869
Total Amount Incurred to Date	83.7%	\$153,731,951
Current Payment Due and Recommended by Merritt & Harris, Inc.		\$ 1,923,998

Proviously	Current	Total	A (
The overall Soft Cost budget includes the following Soft Cost related items:						

Description	Budget	Previously <u>Completed</u>	Current <u>Request</u>	Total <u>Completed</u>	% <u>Complete</u>	Remaining <u>Balance</u>
Arena	\$174,827,003	\$145,602,856	\$1,721,939	\$147,324,794	84.3	\$27,502,209
Transit Connection	5,066,098	3,276,428	101,939	3,378,367	66.7	1,687,731
Arena Site Work	3,667,307	2,899,218	100,121	2,999,339	81.8	667,968
Arena Mitigation	46,461	29,451	0	29,451	63.4	17,010
Totals	\$183,606,869	\$151,807,953	\$1,923,999	\$153,731,951	83.7	\$29,874,918

The \$1,923,998 being requested for these line items under the Developer's Requisition, covering October 2010, was reviewed by our office and found to be reasonable.

In our opinion, the remaining budget funds of \$29,874,918 which include the remaining Development Contingency are sufficient to complete the work as it is currently defined.

Additional costs not included within the Hard or Soft Cost Requisition include the following:

Description	<u>Budget</u>	Previously <u>Completed</u>	Current <u>Request</u>	Total <u>Completed</u>	% <u>Complete</u>	Remaining <u>Balance</u>
Accounts Payable (AP)	\$ 4,950,367 ⁽¹⁾	\$ 4,517,503	\$ 74,028	\$ 4,591,531	92.7	\$358,835
Financing	<u>29,715,483⁽²⁾</u>	29,713,221	0	29,713,221	99.9	2,262
Totals	\$34,665,850	\$34,230,724	\$74,028	\$34,304,752	99.0	\$ 361,097

⁽¹⁾ Costs incurred prior to closing

⁽²⁾ Costs of financing

Summaries of Recommended Payment Due

Description	Amount
Hard Costs - Arena	\$ 7,305,262.44
Hard Costs - Transit Connection	2,737,102.41
Hard Cost - Site Work	17,577.59
Soft Costs	1,923,998.13
Accounts Payable (AP)	74,028.38
Financing	0.00
Total	\$ 12,057,968.95

Scheduled Completion

A High Level Arena Summary Construction Schedule, dated July 16, 2010, has been provided for our review. The current schedule, prepared by Hunt, indicates that substantial completion is anticipated to be by August 12, 2012. The Developer is currently reviewing that schedule and there is a meeting anticipated for mid-December to resolve current schedule disputes.

An early substantial completion date of June 1, 2012, has been established with the following criteria to be met:

- a. Owner may use and occupy the Arena
- b. Only punch list items remain
- c. The Architect of Record has issued a Certificate of Substantial Completion
- d. A TCO has been issued

Punch list work and Subcontractor close-outs may extend the construction term to a final completion date of February 28, 2013.

Based on our computerized progress chart which compares the cash flow amount to the projected construction progress, the project is currently slightly ahead of schedule.

Open Issues/Comments

No new issues have been discussed this period.

Previous Periods

4.1.3. Stress crack on grade beam

Update: No update information provided

Resolved Issues

- 4.1 The following construction items are not critical in nature and are noted for monitoring purposes:
 - Rebar installation at Pier P3
 Resolved: The rebar inspections are proceeding and being conducted by Thornton-Tomasetti Structural Engineers
 - 2. Anchor bolts at Column Lines G-15.5, D-15, F-16, D-12, and F-12

Resolved: Anchor bolts have been inspected and accepted.

4. Concrete placement at Elevator 2A walls located at Grid Line 13.75/F.75

Resolved: Work has been completed

5. Water damage occurring at perimeter footing, interior grade beams, and footings

Resolved: Waterproofing operation at all perimeter footings, grade beams, and footings continues to take place

- 5.1 The following construction items are not critical in nature and are noted for monitoring purposes:
 - 1. Premium time authorized by Hunt to Foundations Subcontractor in Areas D and E
 - 2. Revised start of steel erection point being reviewed (Column 10 vs. Column 35)
 - 3. Revised and greater detailed excavation activity in southeast quadrant being implemented
 - 4. Alt. 2 #4 for SOE and CIP concrete work in southeast quadrant being secured
 - 5. The Developer is to secure limited exclusion zone requirements from NYC DOB

Resolved: All items have been addressed by the General Contractor.

6.1. Test Reports from July 15 - October 30, 2010

Resolved: All updated test results have been made available for our review.

SECTION III - PROJECT SCOPE

The following description is distilled from our Project Review Report, dated November 30, 2009, and is a snapshot of the project scope at that time. A more detailed description of the project scope is contained in our Project Review Report.

The Atlantic Yard Project will consist of the redevelopment of 6 full and 2 partial City Tax blocks including the Metropolitan Transportation Authority (MTA) bus yard and the Long Island Rail Road (LIRR) Vanderbilt rail yard in the Prospect Heights section of Brooklyn, New York.

The site for the proposed arena project is located at the intersection of Flatbush and Atlantic Avenues.

The proposed project will entail the construction of a new 8-level, approximately 670,000 sq. ft., 18,103seat capacity enclosed state-of-the-art sports arena for the National Basketball Association's professional basketball team, the *Nets*, with 105 suites overall. The arena will also be used for hockey, concert events, and other theatrical presentations.

The Arena will consist of 8 levels (Event, Mezzanine, Main Concourse, Lower Suite, Upper Suite, Upper Concourse, Mechanical Mezzanine, and Catwalk Levels) surrounding 2 structured octagonal-shaped seating bowls (lower and upper).

TV truck parking, loading dock facilities, and trash docks will be located on the east and southeast, as well as a central security command center, a truck turntable, and 2 truck elevators at the southeast corner of the level. A flight of stairs on this corner of the level leads up to a small mezzanine which will contain the electrical switchgear room and several electrical compartments. Press work and dining facilities will be located on the northeast corner.

The foundations will be individual, reinforced concrete, spread column footings, grade beams, continuous strip wall footings, foundation walls, elevator pits, pool pits, turntable pit, and truck elevator pit.

Typical floors will consist of concrete fill, reinforced with #4 or #6 bars at 12" on center, bottom and top bars parallel to the span and #4 or #6 bars at 12" on center top perpendicular to the span, on 3"-deep, 18or 20-gauge composite steel floor deck. The slabs will have a total thicknesses of 5½", 7½", are 12". They will be supported on rolled-shape structural steel floor beams, girders, and columns. Beams and girders will be provided with welded, headed, shear studs for composite action. Rolled-shape structural steel columns will support the girders and transfer gravity (vertical) loads to the foundation. The girders, columns, and bracing members comprise the braced bents.

A central heating plant will consists of 2 natural gas-fired 400 BHP water tube boilers (Unilux as standard). The heating hot water will be distributed using these 680-gpm circulating pumps (1 is a standby) to serve the arena. The hot water supply and return piping will run horizontally to the service corridor in the Event Level. This main will split into 2 supply and return branch main pipes. One set will serve Quadrants A and D, and the other set will serve Quadrants B and C, to feed AHUs in the respective quadrants.

Three 1,000-ton cooling towers (BAC as standard), totaling 3,000 tons, will be installed on the practice court roof. The cooling towers are sized to include a capacity of 300 tons for the Ice Floor Refrigeration Plant. The central condenser water system will provide sand filter filtration and chemical treatment systems.

A waterside economizer system will be installed that consists of a Plate and Frame Heat Exchanger and pumps. Indirect water circulation of the chilled water and condenser water will provide 1,200 tons of cooling capacity when ambient temperatures are appropriate to affect economizer cooling.

Three 900-ton centrifugal chillers (York as standard) for a total of 2,700 tons of cooling will be installed.

The Arena Bowl and Suites will be heated and cooled by 4 VAV draw-through AHUs and VAV boxes, to be supplied with chilled water and heating hot water by a central chilled water and heating hot water plant. Other areas will be provided with DX AC units, HVAC units, fan coil units, cabinet unit heaters, unit heaters, and H & V units exhaust, return, and pressurization fans are installed. The units will be installed in the Upper Mezzanine Mechanical Equipment Room. Each unit will deliver 90,000 CFM of conditioned air that will be distributed utilizing a main loop duct installed adjacent to the catwalk, and with drum louvers mounted on vertical plenum ducts.

Five combined storm and sanitary house sewers will exit the project to connect into the city combined sewer system (four 15" and one 10" combined sewers).

Roof drains will collect the storm water, conducted down in 4 leaders to drain into 3 below-ground storm retention tanks (by others). Tank overflow lines will be piped to the sewer system. A duplex storm water discharge pump will be installed in Quadrant A retention tank and a triplex pump set will be installed in the B/A retention tank that will discharge overflow storm water to the combined sewer system.

The sanitary system will include toilet facilities, saunas, hydrotherapy rooms, kitchens, concessions, prep areas, truck docks, and floor drains in mechanical spaces, laundry areas, locker rooms, bathrooms, and other areas. A duplex ejector pump set will be installed in the mechanical room pit, located under hydro and whirlpool rooms. Waste from the kitchens and food concessions will drain into grease interceptors, and then into the building sanitary system. Sanitary waste from the building will be gathered at the Event Level and will leave the building at 5 locations to connect into the street combined sewers.

A 6" water service from Flatbush Avenue will enter into Quadrant E, equipped with a water meter and double check valve backflow preventer assembly. It will supply water to a 5,000-gal. steel suction tank. Domestic water to the project will be pressure boosted by a quadruplex pump set.

An existing electric utility vault exists at the property line that is available for possible future utility transformers is installed by the utility company. Electric service will be provided by 265/460-volt, 3-phase, 4-wire secondary power to the arena. Four metered main service switchboards, each rated at 4,000-amperes will serve the project.

The Arena Event Sports lighting will be served from 2 dedicated risers. The power will be distributed to 4 locations on the catwalk to 1,000-watt clear metal halide sports lighting fixtures mounted on the catwalk handrails and capable of achieving temporary "blackout" by means of a shutter system without extinguishing the lamp. Emergency power will be provided in addition to the normal Event Lighting Power to supply 20% of the arena lighting fixtures and 50% of aisle light fixtures for emergency egress lighting. Arena aisle lighting will be theatrical 575-watt incandescent fixtures, with rotating shutter assembly, mounted on the catwalk handrails.

Automatic sprinklers will provide protection in all areas of the building with the exception of the seating bowl. The main building will be separated into 4 sprinkler zones on each floor level. Each automatic sprinkler zone control station will include a zone isolation valve with tamper switch, check valve, flow control switch, pressure gauge, and test and drain assembly.

There will be a combination fire standpipe/sprinkler standpipes for the 4 zones fed from a 6" fire protection loop at Event Level 1.

A 90-psi, 1,000-gpm, electric-powered fire pump and an electric jockey pump will supply a 6" fire protection water loop routed around the ceiling of Event Level 1 to supply water to combination standpipes in each of the 4 stair towers of the building.

A diesel generator supplies emergency power to the life safety circuits and will include: fire alarm system, smoke exhaust and supply fans, elevators, 1 elevator in each bank at a time, fire and jockey pumps, arena air handling units, emergency and exit lights, stair pressurization fans and boilers.

The energy management system for the Arena will be a microprocessor-based, direct digital control (DDC), building management system. It will monitor, control, and optimize the operation of the HVAC system. The system is the main system for the arena Block complex and will control and monitor distributed subpanels located in each of the 4 towers and central plant. The system head end will be located in the Engineer's office in the arena.

Transit Connection

The work will consist of the construction of the MTA's new Transit Hub Entry, a new below-grade Control Area with back-of-house support facilities, and new connections to both existing IRT (2, 3, 4, 5) and BMT lines (B, Q), as well as renovation of existing platforms, new and/or refurbishment of support facilities and stairs along the affected platforms. Work will also include relocation and restructuring of existing subway vents.

SECTION IV - CONSTRUCTION STATUS

Work was active at the time of our site observation and appeared to be proceeding in a good and workmanlike manner, in general accordance with the plans, specifications, and all pertinent documents reviewed to date.

Items previously reported as generally completed have been removed from this section. The following progress in construction was observed this period:

General Conditions

The General Contractor has mobilized their office across from the site. Protective plywood and chain-link fencing, gates, barricades, concrete barriers, and traffic signage are in place. Mobile cranes, tie-back, and pile driving equipment are on site.

The soil erosion control and stabilization of the construction entrance are in place.

Excavation

Bulk excavation is well advanced at the southeast corner of 6th Avenue Bridge and Pacific Street continuing along Flatbush Avenue and extending to the southwest area of the site. Steel H-sections have been driven with plywood shoring at the east wall of the site. The tie-back operation is substantially complete along the sheeting and shoring wall at the east portion of the site and extending along the Atlantic Avenue retaining wall, and continuing along the west perimeter (5th Avenue). The support of excavation which includes walers and H-section cross bracing abutting the existing MTA subway and LIRR tracks has begun at the west end of the Dean Avenue perimeter wall.

Temporary earth ramps have been formed for construction access.

The removal and transport of the contaminated soils is continuing.

Concrete

Interior footing formwork with rebar placement is underway within Column Lines C, D, E, and H. Concrete pours of the perimeter footings are complete at Atlantic Avenue and well advanced at the Flatbush Avenue elevation.

Anchor bolts and steel embeds/clips are incorporated within the formwork and concrete pours.

Formwork and reinforcing have been set in place for the foundation walls along Flatbush Avenue, with concrete poured along the Atlantic Avenue walls.

Structural Steel

Shop and erection drawings, anchor bolt and embed drawings, connection design and engineering are well advanced with the 1st deliveries of the structural steel scheduled to begin mid-November 2010.

<u>Façade</u>

System engineering and design, shop drawings, and calculations are underway by the Subcontractor. Coordination and detailing are ongoing between all Professionals of Record with the Subcontractor (ASI).

Plumbing

The equalizer piping line between the east and west storm retention tanks has been installed.

Electrical

Temporary power is currently servicing the site.

Underground electrical conduit rough-in is underway for the duct banks.

Transit Connection

Excavation of the proposed connection is underway.

Piles have been driven within the excavated areas.

A test pile has been set up.

SECTION V - DOCUMENTS, TESTS, CERTIFICATIONS, AND PERMITS

Our office has reviewed all of the following documents and found them to be satisfactorily complete, in order, and in general conformance with the contract requirements.

Please note that Merritt & Harris does not perform consulting relating to asbestos or hazardous materials, claims no expertise in these areas, and can assume no liability for the work opinions, or reports of any independent consulting firms engaged to do so.

Documents

Our office has reviewed the plans and specifications labeled "Scope Set," dated September 31, 2009, and is presently reviewing the 100% CO Prelim - Advance Procurement Drawings, dated August 13, 2010.

The Mass Transit Improvement documents (Plans and Specifications, Volumes 1 - 5) labeled 90% submission, dated August 28, 2009, were provided for our review.

The following documents were made available this period:

- 1. General Contractor's Application and Certificate for Payment 10 (Arena), for the period ending October 31, 2010
- 2. General Contractor's Application and Certificate for Payment 3 (Transit Connection), for the period ending October 31, 2010
- 3. Developer's Requisition Summary 6 for October 2010
- 4. General Contractor's Monthly Report for October 2010

Tests

The following test reports were reviewed to date:

- 1. AEL Atlantic Engineering Laboratories of New York, Inc. Reports:
 - a. Concrete Compressive Strength Report, dated June 16 September 30, 2010
 - b. Soil Compaction Test Reports, dated June 21 September 24, 2010
 - c. Daily Field Reports, dated June 16 August 12, 2010
 - d. Concrete Plant Inspection Daily Reports, dated June 16 September 23, 2010
 - e. Structural Steel Field Inspection Reports, dated July 23 September 13, 2010
 - f. Wall Embed Installation Report, dated August 4 September 22, 2010
 - g. Soils Reports, dated July 6 August 28, 2010
 - h. Sieve & Proctor Reports, dated July 13, 2010
 - i. Pull test Reports (Epoxy Rebars), dated July 8, 2010
 - j. Shoring of Excavation Reports, dated July 23 August 3, 2010
 - k. Structural Steel Shop Inspection Reports, dated July 1 September 24, 2010
- 2. Langan Engineering & Environmental Services:
 - a. Geotechnical Site Inspection Reports, dated October 4 October 8, 2010

We have reviewed all test reports that were made available to us. Since some reports may be missing from the on-site files, our office is also relying on the Deficiency Logs and Monthly Certification from the Professionals of Record to certify that the work in place is in accordance with the construction documents.

Certifications

- 1. Architect's Certificate for Payment 10 (Arena) (AIA Document G702 Application and Certificate for Payment), covering the period through October 31, 2010.
- 2. Architect's Certificate for Payment 3 (Transit Connection) (AIA Document G702 Application and Certificate for Payment), covering the period through October 31, 2010.

Permits

The following major Building Permits have been received to date:

1. New York City Department of Buildings:

<u>Permit</u>	Description	<u>Issued</u>	<u>Expires</u>
a. 320135493-01-EQ-FN	Alt. Type 2 - Construction Equipment - Fence	09/02/10	09/01/11
b. 320140682-01-EW-OT	Alt. Type 2 - Foundation	09/02/10	09/01/11
c. 320140682-02-EW-OT	At. Type 2 - Sheet/Shor/Brac	09/02/10	09/01/11
d. 320145856-01-EQ-OT	Alt. Type 3 - Construction Equipment - Other	04/13/10	04/01/11
e. 320162266-01-EQ-FN	Alt. Type 2 - Construction Equipment - Fence	05/14/10	11/01/10
f. 320148782-01-EW-OT	Alt. Type 2 - Sheet/Shor/Brac - Concrete Work not authorized - Concrete Placement Formwork, Steel Reinforcing not permitted	09/02/10	09/01/ 11
g. 320100234-01-FO	New Building	09/03/10	09/01/11
h. B328732	Electrical Work Permit Descriptions 1 and 6	06/30/10	06/30/13
i. 320100234-01-FO-EA	New Building - Earthwork Review for Zoning	09/03/10	09/01/11
j. 320100234-04-PL	New Building - Plumbing - Partial Underground Piping	07/20/10	07/20/11
k. CN595-10	CD4: Tower & Mobile Crane/Derrick/Mast Climber/Pile Driver On-Site Inspection Application/Certificate	09/29/10	09/29/ 11

- 2. New York City Department of Transportation:
 - a. DOT Permit 04-2010281-058, dated October 10, 2010, expired November 1, 2010
 - b. DOT Permits 02-2010280-079 114, dated October 10, 2010, expired November 1, 2010
 - c. DOT Permits 02-201019486 103, dated July 13, 2010, expired October 10, 2010

SECTION VI - CONTRACTS AND BONDS

General Contract

Design/Build with Guaranteed Maximum Price (GMP) Agreement between the Developer and Hunt Construction Group Inc., dated December 28, 2009, for the Arena only with attached:

- Exhibit A GMP Documents
- Exhibit B Subcontractor Performance and Payment Bond
- Exhibit C Schedule of Values
- Exhibit D Change Order Form
- Exhibit E Final Release and Affidavit
- Exhibit F Not Used
- Exhibit G Lien Waiver
- Exhibit H Owner's Insurance
- Exhibit I Design/Builder's Insurance
- Exhibit J Affirmative Action/Community Benefits/Economic Development Requirements
- Exhibit K Scope of Design Phase Services
- Exhibit L Scope of Construction Phase Services
- Exhibit M Not Used
- Exhibit N Supplemental Conditions Project Sponsor Requirements
- Exhibit O Arena Schedule
- Exhibit P Owner's Construction Phasing Schedule
- Exhibit Q Owner's Financing Plan
- Exhibit R Survey
- Exhibit S Letter of Credit
- Exhibit T Form of Consent to Assignment
- Exhibit U Forms of Architect Certification, amounting to \$484,594,525 has not been executed.

A 50/50 savings clause subject to a cap of \$5,000,000 is included between the Developer and the Contractor.

Subcontracts

According to Mr. Fisher and Mr. Hamburg, the Hunt Construction subcontracts are now approximately 68% contracted and are within budget. No major overruns are currently being anticipated.

The following executed subcontracts have been made available to date:

<u>Subcontractor</u>	Trade Description	General Contractor's <u>Original Budget</u>	Subcontract <u>Amount</u>
Almar Plumbing	Plumbing	\$14,990,000	\$14,758,000
American Stair	Steel Stairs	4,601,366	2,029,695
ASI Limited	Exterior Façade	39,194,310	32,411,211
ASM	HVAC/BMS	43,350,000	43,250,000
Banker Steel	Structural Steel	50,344,722 *	51,450,673
Banker Steel	Structural Precast	8,279,500	5,920,560
Cimco	Ice rink	3,400,600	3,450,600
Commodore	Structure Concrete	9,070,000	9,070,000
E-J/ERMCO	Electrical	46,511,724	46,231,954
H-Mak	Food Service	10,825,000	9,305,000
Hydro Worx Int'l	Aquatic Therapy Pools	527,500	337,500
J.E. Thompson	Truck Elevators & Turntable	1,572,000	724,000
LaQuila Group	Excavation, Foundation	28,900,000	27,500,000
Otis Elevators	Elevator & Escalators	6,847,250	5,500,000
Staging Concepts	Ornamental Metal	2,701,518	3,232,367
United Hoisting	Fencing	1,510,000	470,900
United Hoisting	Fencing	0	776,210
	Totals	\$272,625,490	\$256,418,670

* Difference between the budgeted amount and the contract amount has been reallocated from the façade allowance.

Note that the contract amounts may not, in all cases, represent the total costs of the individual line items, i.e., Internal Change Orders are not included in the subcontract amounts. Note that the preceding table does not include General Conditions and the Contractor's Fee.

Contractor's Contingency Reserve

The General Contractor's Contingency Reserve balance currently stands at \$19,679,350.

Bonds

Based on the Design/Build Agreement, the General Contractor will not need to be bonded while all Subcontractors must be bonded. Based on the Hunt Construction's contract, all Subcontractors will be bonded in an amount equal to its subcontract price, naming the Developer and General Contractor as co-obligees.

The following Payment and Performance Bonds have been made available to date:

<u>Subcontractor</u>	<u>Trade</u>
LaQuila Group	Excavation, Foundations
United Hoisting	Fencing
Banker Steel	Structural Steel
ASI Limited	Exterior Façade
E-J/ERMCO	Electrical
Commodore Construction	Superstructure Concrete

Note that the subcontracts for "material only" shall not be required to be bonded.

All Subcontractors shall be enrolled in the OCIP Program, as their contracts are executed. A trust fund in the amount of \$7,100,000 has been established with the Bank of New York. EJ/ERMCO JV (Electrical); enrollment in the OCIP Program will be limited to the General Liability (GL) coverage only. ASM Mechanical is excluded from the OCIP and will provide traditional insurance.

SECTION VII - CHANGE ORDERS AND PENDING CHANGE ORDERS

Change Orders

<u>Arena</u>

Change Orders 26 - 42, totaling a credit of \$5,228,792, were provided this period and are included in the following list of executed Change Orders that have been made available:

<u>CO</u>	<u>Amount</u>	Description
1	\$ 0	Budget transfer from Division 17 (Technology) to 16 (Electrical) for low voltage scope of work.
2	(895,700)	OCIP Deduct - Banker Steel
3	0	Structural quantities matrix; credits site security credit
4	(1,770,921)	OCIP Deduct - Laquila
5	(220,000)	OCIP deduct - Almar Plumbing
6	57,316	Bus Ramp Design
7	(29,500)	Design Credit for wind and falling ice
8	2,928	Hockey Sightline Study
9	249,994	Updated Construction Fence from Chain-Link to Plywood
10	0	Fence around Lot 21 during demolition
11	0	Structural precast concrete award assigned to Banker Steel
12	506,780	Fence upgrades
13	0	Disposal of on-site contaminated excavated materials - \$7,746,950
14	(53,162)	OCIP Deduct - Otis Elevator
15	(1,066,100)	OCIP Deduct - ASI Ltd.
16*	0	Clarification Reconciliation of CCE/GMP Contract Values - (\$8,839,018)
		credit
17	(153,200)	OCIP Deduct - H-Mak
18	(20,916)	OCIP Deduct - American Stair
19	47,426	Construction Fence Upgrades - General Condition and CM Fee only
20	75,000	Relocate Con Edison Network Room
21	0	Reconciliation of previous OCO 1 - 20
22	0	Super Hazmat Material Trucking (Environmental Budget)
23	0	Façade Allowance to ASI for Signage - Budget Transfer
24	(435,000)	Early Payment Credit to ASI
25	(125,760)	United Hoist Phase 2 OCIP - Demo portion - \$5,240
26	(455,625)	OCIP Deduct EJ/Ermco
27	(5,000)	JE Thompson OCIP Deduct
28	(79,888)	Staging Concept OCIP Deduct
29	0	Site Security - G.C. Transfer
30	(279,000)	Commodore OCIP Deduct
31	(692,721)	
32	29,243	Design Elevator Hoistway
33	0	Hunt Laquila Haz & super Haz Disposal
34	3,120	Design Con Ed Network Rev Rm Layout
35	0	Partial September Reconciliation
36	61,795	Add Pass thru Window with Heat Lamp
37	20,099	Per DOT/BOB

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<u>CO</u>	<u>Amount</u>	Description
38	0	Partial September Reconciliation
39	0	Budget Transfer for Laquila SCO-8
40	0	Budget Transfer Civetta from excav to COW GC
41	0	Budget Transfer from site requisition to United Fence \$3,147,367
42	0	Budget Transfer Temps site to MFM Contract \$3,147,367
	\$(5,228,792)	Total

* OCO 16 amounting to a credit of \$8,839,018 address are the costs of the precon services provided by Hunt Construction prior to start of construction and has been deducted from the current budget and total work-in-place.

Transit Connection

Change Orders 1 and 2 amounting to \$1,845,000 were provided this period:

<u>CO</u>	Amount	Description
1 2	\$ 400,000 <u>1,485,000</u>	Civetta – Payment and Performance Bond IRT column and beam Inspection
	\$1,845,000	Total

The preceding Change Orders have been executed by the Developer and General Contractor and we recommend your acceptance of them. The scope of work and dollar amounts appear reasonable. The scope changes do not substantially change the quality of the project. No time extensions to the project are indicated on these Change Orders.

The monies for all Change Orders resulting in the contract value being increased will be made available from the Developer's Contingency.

Pending Change Orders

The Developer's Pending Change Order (PCO) Log, dated November 23, 2010, amounts to \$0 for the Arena, and \$170,299 for the Transit Connection.

A Pending Change Order for Hunt Construction for additional General Conditions due to the delayed Notice to Proceed is being reviewed by the Developer.

Developer's Hard Cost Contingency Reserve

The Developer's Total Hard Cost Design/Scope Contingency Reserve balance currently totals \$28,911,748.

SECTION VIII - REQUISITION REVIEW

Summary of Hunt GMP Costs

<u>Arena</u>

The following summary is based upon the General Contractor's Application and Certificates for Payment 10, covering the period through October 31, 2010:

Original Contract (Design/Build with GMP) Adjustments (Less CCE per OCO 16) Adjustments (COs 1 - 42)		\$484,594,525 (8,839,018) <u>(5,228,792)</u>
Revised Contract Budget		\$470,526,715
Work Previously Completed Work Completed This Period	8.6% 1.0%	\$ 41,219,232 <u>4,610,949</u>
Total Work Completed To Date Off-Site Stored Materials	9.6%	\$ 45,830,181
Total Work Completed and Stored To Date Less Retainage	11.2%	\$ 53,650,781 (3,329,151)
Total Completed and Stored Less Retainage Less Previous Payments		\$ 50,321,630 (44,096,693)
Current Payment Due and Recommended by Merritt & Harr	ris, Inc.	\$ 6,224,937 *
Balance to Complete based on Current Contract Value of \$4	470,526,715	\$416,875,934

* Current Payment Due includes Hard Costs (\$4,470,030), GC/CM Fee (\$1,294,309), and associated A/E Soft Costs (\$460,599)

In our opinion, the remaining Contract Value funds of \$416,875,934 (net of retainage), together with the remaining Developer's Arena Design/Scope Contingency, are sufficient to complete the work as it is currently defined.

The GMP budget was based on the "Scope Set" drawings, dated July 31, 2009.

The dollar amounts of each line item were reviewed at the time of our site visit, and the amounts were found to reasonably reflect the percentage of work in place.

Please note the following:

- 1. The fixed General Conditions will be requisitioned at an amount established under the Payment Schedule with the Developer for the remaining 24 months of the construction term.
- 2. The Cost of Work (COW) General Conditions shall be requisitioned monthly as cost incurred.
- 3. The Design Builder's Fee is a "Base Lump Sum" of \$18,200,000 and will be requisitioned as a percentage of work completed.
- 4. The Ellerbe Becket Design Fees are requisitioned as monthly costs incurred.
- 5. An Imprest Account amounting to \$1,000,000 has been established.
- 6. Retainage will be withheld at a rate of 10% for all Subcontractors, with the exception of subcontracts for materials only, until 50% of their subcontract is completed, with 0% withheld thereafter until completion. Early release of retainage for Subcontractors will be considered at the Developer's discretion.
- 7. This being a GMP contract, complete back-up documentation was made available for our review. No modifications were made to the requested percentages submitted at the time of our site visit.

Transit Connection

The following summary is based upon the General Contractor's Application and Certificate for Payment 3, covering the period through October 31, 2010:

Original Contract (Lump Sum) Adjustment (FC-001- 002)		\$50,581,000 <u>1,825,000</u>
Current Revised Budget		\$52,406,000
Work Previously Completed Work Completed This Period	6.1% 5.4%	\$ 3,222,747
Total Work Completed To Date Off-Site Stored Materials	11.5%	\$ 6,043,747 0
Total Work Completed and Stored To Date Less Retainage	11.5%	\$ 6,043,747 (573,800)
Total Completed and Stored Less Retainage Less Previous Payments		\$ 5,469,947 (2,931,047)
Current Payment Due and Recommended by Merritt & Harri	\$ 2,538,900	
Balance to Completed based on Current Contract Value of \$5 (Net of Retainage)	52,406,000	\$46,362,253

In our opinion, the remaining Contract Value funds of \$46,362,253, and the Developer's Design/Scope Contingency, are sufficient to complete the work as it is currently defined.

The dollar amounts of each line item were reviewed at the time of our site visit, and the amounts were found to reasonably reflect the percentage of work in place.

Off-Site Stored Materials

The following off-site stored materials amounting to \$7,820,600 represents the current closing inventory:

<u>Trade</u>	<u>Amount</u>
Structural Steel	\$4,890,950
Metal wall panels	2,335,650
Mechanical	594,000
Total	\$7,820,600

Of the closing inventory amounting to \$7,820,600, the new value of off-site stored materials added this period is \$2,654,216.

Complete backup documentation was made available for these materials, including the Bills of Sale, Insurance Certificates, and Affidavits. As instructed by you, our office will not be observing the materials stored off site.

Summary of Total Project Hard Costs

The overall Hard Cost budget includes the following hard cost related items:

Description	<u>Budget</u>	Previously <u>Completed</u>	Current <u>Request</u>	Total <u>Completed</u>	% <u>Complete</u>	Remaining <u>Balance</u>
Arena	\$507,193,011	\$61,317,006	\$7,305,262 *	\$68,622,268	13.5	\$438,570,743
Transit Connection	66,507,554	5,966,517	2,737,103	8,703,620	13.1	57,803,934
Arena Site Work	20,143,349	346,032	17,578	363,610	1.8	19,779,739
Arena Mitigation	2,685,886	80,690	0	80,690	3.0	2,605,196
Totals	\$596,529,800	\$67,710,245	\$10,059,943	\$77,770,188	13.0%	\$518,759,613

The \$10,059,943 being requested for these line items under the Requisition, covering October 2010, was reviewed by our office and found to be reasonable.

* Current Request is part of the Hunt Construction Design-Build contract and includes the trades, GC/CM Fee Costs, and other miscellaneous Hard Costs.

Soft Costs

Description	<u>Budget</u>	Total <u>Completed</u>	Amount <u>Due</u>	Remaining <u>Balance</u>	% <u>Complet</u> <u>e</u>
Architecture and Engineering	\$ 100,346,749	\$92,637,477	\$706,172	\$7,709,272	92.3
Legal	2,828,180	934,413	133,919	1,893,767	33.0
Development Costs	45,000,000	36,222,780	915,966	8,777,220	80.5
Project Expenses/Marketing	29,415,305	22,907,733	167,941	6,507,572	77.9
Insurance/Commissioning	3,344,840	1,029,548	0	2,315,292	30.8
Development Contingency	2,671,795	0	0	<u>2,671,795</u>	0.0
Totals	\$183,606,869	\$153,731,951	\$1,923,998	\$29,874,918	83.7
Current Revised Budget				\$18	3,606,869
Total Amount Incurred to Date			83.7	% \$15	3,731,951
Current Payment Due and Recom	mended by Merr	itt & Harris, Inc		\$	1,923,998
Balance Amount based on Budge	t of \$183,606,869	9		\$ 2	9,874,918

Soft Cost Related Items

Description	Budget	Previously <u>Completed</u>	Current <u>Request</u>	Total <u>Completed</u>	% <u>Complete</u>	Remaining <u>Balance</u>
Arena	\$174,827,003	\$145,602,856	\$1,721,939	\$147,324,794	84.3	\$27,502,209
Transit Connection	5,066,098	3,276,428	101,939	3,378,367	66.7	1,687,731
Arena Site Work	3,667,307	2,899,218	100,121	2,999,339	81.8	667,968
Arena Mitigation	46,461	29,451	0	29,451	63.4	17,010
Totals	\$183,606,869	\$151,807,953	\$1,923,999	\$153,731,951	83.7	\$29,874,918

Additional costs not included within the Hard or Soft Cost Requisition includes the following:

Description	Budget	Previously <u>Completed</u>	Current <u>Request</u>	Total <u>Completed</u>	% <u>Complete</u>	Remaining <u>Balance</u>
Accounts Payable (AP)	\$ 4,950,367 ⁽¹⁾	\$ 4,517,503	\$74,028	\$ 4,591,531	92.7	\$358,835
Financing	<u>29,715,483</u> ⁽²⁾	29,713,221	0	29,713,221	99.9	2,262
Totals	\$34,665,850	\$34,230,724	\$74,028	\$34,304,752	99.0	\$ 361,097

⁽¹⁾ Costs incurred prior to closing

⁽²⁾ Costs of financing

Summaries of Recommended Payment Due

Description	Amount
Hard Costs - Arena	\$ 7,305,262.44
Hard Costs - Transit Connection	2,737,102.41
Hard Costs - Site Work	17,577.59
Soft Costs	1,923,998.13
Accounts Payable (AP)	74,028.38
Financing	0.00
Total	\$ 12,057,968.95

SECTION IX - LIEN WAIVERS

The General Contractor's (Arena) Lien Waiver, dated November 3, 2010, amounting to \$50,321,630.04 including the current payment of \$6,224,937.55, was made available for our review. The lien waiver amount agrees with the monies requisitioned by the General Contractor through Application and Certificate for Payment 9, covering through October 31, 2010.

The General Contractor's (Transit Connection) Lien Waiver, dated November 5, 2010, amounting to \$763,830 including the current payment of \$2,538,900 for the period ending October 31, 2010, was made available.

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The following Subcontractors' lien waivers have been made available to date:

<u>Subcontractor</u>	Cumulative <u>Amount Paid</u>	Period <u>Ending</u>
ASI Limited	\$4,838,123	10/31/10
ASM Mechanical	579,831	10/31/10
Almar Plumbing	277,302	10/31/10
Banker Steel	4,980,874	10/31/10
E-J/ERMCO	2,747,706	10/31/10
H-Mak	482,706	10/31/10
Hydro Work Int'l	33,750	04/30/10
LaQuila Group	9,442,524	10/31/10
LaQuila Group - Environmental	3,486,127	09/30/10
United Hoisting – Contract 1	664,525	09/30/10
United Hoisting – Contract 2	638,568	10/31/10
MFM Contracting	16,896	10/31/10
Total	\$28,188,932	

As of the current Application and Certificate for Payment 10, the previously funded amount to the General Contractor currently totals \$44,096,693. The amounts requisitioned under General Conditions, Fee, Design Fees, and Pre-Construction Estimating Services constitute the major portion of the difference between the amount paid to date and lien waivers made available to date.

Please note that our office is not performing a detailed accounting of lien waiver amounts paid to date for each Subcontractor. We are calculating the total of all lien waivers to date, to ascertain whether the total amount paid to date generally conforms to the most recently funded requisition amount.

SECTION X - CONSTRUCTION SCHEDULE

Rate of Progress and Estimated Completion Date

A High Level Arena Summary Construction Schedule, dated July 16, 2010, has been provided for our review. The current schedule, prepared by Hunt, indicates that substantial completion is anticipated to be by August 12, 2012. The Developer is currently reviewing that schedule and there is a meeting anticipated for mid-December to resolve current schedule disputes.

The schedule further indicates the following important milestones:

<u>Activity</u>

Construction Phase	Early Start	<u>Early Finish</u>
Start Foundations	06/07/10	-
Footings	06/07/10	05/12/11
Start Steel Fabrication	06/28/10	-
Start Steel Façade Fabrication	08/09/10	-
Start MEP Coordination	08/23/10	-
Start Precast Fabrication	08/24/10	-
Underground MEP & Slab-on-Grade	11/01/10	10/06/11
Start Steel Erection	11/29/10	-
Structural Steel (excluding Catwalk)	11/29/10	08/08/11
Performance Mockup Done	-	01/14/11
Con Ed Vault	01/20/11	08/12/11
Start Concrete on Metal Deck	01/28/11	-
Concrete on Metal deck	01/28/11	09/23/11
Start Structural Precast	03/11/11	-
Structural Precast	03/11/11	09/14/11
Metal Stairs	03/14/11	06/25/12
Interior Masonry Partitions	03/22/11	03/23/12
Interior Finishes	03/22/11	08/12/12
Fireproofing	03/28/11	12/14/11
MEP Work	04/08/11	07/16/12
Vertical Transportation	04/13/11	04/13/12
Start Roof Steel	04/18/11	-
Roof Steel/Deck	04/18/11	12/20/11
Roofing	07/15/11	03/19/12
Start Exterior Skin	08/09/11	-
Exterior Skin	08/09/11	06/14/12
Con Ed Pavement Power Available	11/04/11	-
Phase 5 (Lower Bowl Leave-Out) Foundations & Precast	11/22/11	02/09/12
Seating	11/22/11	08/07/12
Canopy Steel/Roof	01/17/12	05/15/12
Start Scoreboard	01/26/12	-
Scoreboard, Video Displays, & Sound System	01/26/12	06/08/12
Phase 5 Ice Rinks Systems	02/10/12	07/10/12
Substantial Completion	-	08/12/12
Start NBA Pre-Season Games	10/17/12	-
Start NBA Regular Season	10/31/12	-

In our opinion, the construction term of 26 months for the Arena is reasonable, provided that adequate manpower is maintained throughout the construction term, and that there are no hold-ups, such as strikes, inclement weather, material shortages, or other unforeseen circumstances.

A, early target substantial completion date of June 1, 2012, has been established with the following criteria to be met:

- a. Owner may use and occupy the Arena
- b. Only punch list items remain
- c. The Architect of Record has issued a Certificate of Substantial Completion
- d. A TCO has been issued

Punch list work and Subcontractor close-outs may extend the construction term to a final completion date of February 28, 2013.

According to the General Contractor, 120 persons have been on the job this month. Daily Manpower Logs, in chronological order, will be made available at the job site and will be reviewed periodically by our office.

We are enclosing our own computerized Construction Chart on which we have plotted actual construction progress versus the projected construction progress (see Attachment). This chart, based on cash flow projections, gives you an idea as to how the project is progressing on a month-to-month basis.

Currently, the project is slightly ahead of schedule.

Work Anticipated for the Next Period

Mr. Gladden indicated that by our next site visit, we should expect to see the following progress:

Arena

- 1. Bulk excavation will continue along the southeast portion of the site
- 2. The support of excavation operation will continue along Dean Street
- 3 Interior footings at Lines W, X, and Y at the northwest area will be poured
- 4. Foundation walls along Lines 4 3 will be poured
- 5. Underground electrical and plumbing rough-in will continue
- 6. Retaining wall removal along Pacific Street will continue
- 7. Steel columns at the northwest corner will begin

In our opinion, the preceding projections, as stated by Mr. Gladden, are realistic. It should be noted that all of last month's projections have been met.

SECTION XI - ATTACHMENTS

The following documents are attached to this report:

- 1. Site Location Map
- 2. Developer's Requisition 7, covering October 2010
- 3. General Contractor's Application and Certificate for Payment 10 (Arena), covering the period through October 31, 2010
- 4. General Contractor's Application and Certificate for Payment 3 (Transit Connection), covering the period through October 31, 2010
- 5. Developer's Requisition for Payment
- 6. Change Order Summary and Change Orders
- 7. Off-Site Stored Material Documentation
- 8. Construction Progress Chart, prepared by Merritt & Harris, Inc.
- 9. Progress Photographs



ATTACHMENT 1

EXHIBIT A BARCLAYS ARENA REQUISITION # 7 SUMMARY

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Constraints Constraints <thconstraints< th=""> <thconstraints< th=""></thconstraints<></thconstraints<>	Mark Acti Action Mark Action			471,705,468	(1,446,000)	470,259,488	43,401,445	7.516,264	50,917,898	419,341,789	3,810,651
Match (internet internet) 1,1,8,0,0 1,1,8,0,0 0,1,1,8,0,0 0,0,0,0	Provision Constrained (Constrained) Constraistrained (Constrained) Constrained (19,679,350	0	18.679.350	0	0 16'510'7	0	18,678,350	-
Control Control <t< td=""><td>Procession 1.33,0.80 0 1.33,0.80 0 1.33,0.80 0 1.33,0.80 0 0.83,3.60 0 <th0.83,6.00< th=""> 0 0.83,3.60</th0.83,6.00<></td><th>_</th><th>\$ FF&E</th><td>0</td><td>0</td><td>0</td><td>¢</td><td>0</td><td>•</td><td>0</td><td>,</td></t<>	Procession 1.33,0.80 0 1.33,0.80 0 1.33,0.80 0 1.33,0.80 0 0.83,3.60 0 <th0.83,6.00< th=""> 0 0.83,3.60</th0.83,6.00<>	_	\$ FF&E	0	0	0	¢	0	•	0	,
Constrained matrixed matr	Control Control <t< td=""><th></th><th></th><td>2301.486,809</td><td></td><td>2 201 484</td><td>10,927,403 BAD 558</td><td>00</td><td>10,927,403 ASD 556</td><td>409,405</td><td>, ,</td></t<>			2301.486,809		2 201 484	10,927,403 BAD 558	00	10,927,403 ASD 556	409,405	, ,
Constrained matrixed constrained and when the change matrixed constrained matrixed constrai	Control Control <t< td=""><th></th><th></th><td>1,540,908</td><td>0</td><td>1,540,908</td><td>359,782</td><td>29.270</td><td>369.052</td><td>1,151,857</td><td></td></t<>			1,540,908	0	1,540,908	359,782	29.270	369.052	1,151,857	
Tark Inclusion Exercision Exe	Total hard Casts End Casts <thend casts<="" th=""> <thend casts<="" th=""></thend></thend>	_		30,711,748	(1,800.000)	26,911,748	0	0	0	28,911,748	
Constrained Mathematication Mathamatication Mathematication Mathematication Mathematica	And Constant End Constant (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)			596,029,800	(1,500,000)	596,529,800	87,710,244	10,069,942	77, 770, 187	\$18,759,613	3,902,951
Constrained Constrained <thconstrained< th=""> <thconstrained< th=""></thconstrained<></thconstrained<>	Resultant Employee										
Memory Memory Memory (Memory (Memory (Memory (Memory) (Memory (Memory) (Memory (Memory) (Memory) (Memory (Memory) (Memory) (Memory (Memory) (M	Description Constraint Constraint <thconstraint< th=""> Constraint Constra</thconstraint<>			96.846.749	1,500,000	100.346.749	91,931,305	706.172	92,837,477	7.709.272	•
Mediation Statute	Provision Commission Commission <thcommission< th=""> Commission Commissio</thcommission<>			2,828,190	0	2,828,160	800,494	133,919	934,413	1,693,767	•
Protect (interview) 32,43,53 17,000 32,44,50 22,92,73 92,92,73 <td>Protection 2.345.06 170.000 3-94.506 2.278.78 Protection 2.341.900 2.341.506 2.278.78 2.327.87 Protection 2.341.900 2.341.506 2.278.78 2.327.87 Protection 2.341.960 2.371.985 2.341.960 2.371.985 2.001.100 Protection 2.341.960 2.371.985 1.00.000 2.341.960 2.371.985 Protection 2.341.960 2.371.985 2.341.960 2.371.985 2.001.995 Protection 2.341.960 2.341.960 2.371.985 2.343.60 2.232.98 Protection 2.341.960 2.31.960 2.31.960 2.31.96 2.31.96 Protection 2.341.960 2.31.960 2.31.96 2.31.96 2.32.94.96 Protection 2.31.960 2.31.960 2.31.96 2.31.96 2.32.92.96 Protection 2.31.960 2.31.960 2.31.96 2.32.92.96 2.32.92.96 Protection 2.31.960 2.31.960 2.31.96 2.32.92.96 <t< td=""><th></th><th></th><td>45,000,000</td><td>•</td><td>45,000,000</td><td>35,306,814</td><td>915,966</td><td>36,222,780</td><td>8,777,220</td><td></td></t<></td>	Protection 2.345.06 170.000 3-94.506 2.278.78 Protection 2.341.900 2.341.506 2.278.78 2.327.87 Protection 2.341.900 2.341.506 2.278.78 2.327.87 Protection 2.341.960 2.371.985 2.341.960 2.371.985 2.001.100 Protection 2.341.960 2.371.985 1.00.000 2.341.960 2.371.985 Protection 2.341.960 2.371.985 2.341.960 2.371.985 2.001.995 Protection 2.341.960 2.341.960 2.371.985 2.343.60 2.232.98 Protection 2.341.960 2.31.960 2.31.960 2.31.96 2.31.96 Protection 2.341.960 2.31.960 2.31.96 2.31.96 2.32.94.96 Protection 2.31.960 2.31.960 2.31.96 2.31.96 2.32.92.96 Protection 2.31.960 2.31.960 2.31.96 2.32.92.96 2.32.92.96 Protection 2.31.960 2.31.960 2.31.96 2.32.92.96 <t< td=""><th></th><th></th><td>45,000,000</td><td>•</td><td>45,000,000</td><td>35,306,814</td><td>915,966</td><td>36,222,780</td><td>8,777,220</td><td></td></t<>			45,000,000	•	45,000,000	35,306,814	915,966	36,222,780	8,777,220	
Temple 37140 17000 37140 17030 0 170300 0 170300 0 170300 0 170300 0 170300 0 170300 0 170300 0 170300 0 170300 0 170300 0 170300 0 1703000 1703	Diversion Commission Class for constantion Clas constantion Class for constantion </td <th>_</th> <th></th> <td>29,245,305</td> <td>170,000</td> <td>29,415,305</td> <td>22,738,792</td> <td>167,941</td> <td>22,907,733</td> <td>8,507,572</td> <td></td>	_		29,245,305	170,000	29,415,305	22,738,792	167,941	22,907,733	8,507,572	
Previousing International (I	Development Contingenty Talls Frober Costs (all Proper Costs) (all Proper Costs (all Proper Costs (all Proper Costs		-	3,514,840	(170,000)	3,344,640	1,029,548	0	1,029,548	2,316,292	•
Total Sub- trad Force Image: Image: Total Sub- trad Force Image: Total Sub- Total Sub- Total Sub- Total Sub- Sub- Sub- Sub- Sub- Sub- Sub- Sub-	Total Sent Cetat & Other Total Sent Cetat & Other 10, 100, 000 11, 000, 000			2,871,795	0	2,671,795	0	0	0	2,071,795	
Tell Image: Constraint of the mode of	Total Project Crosts Box_261/793 0 BoX_261/793 345,453,822 345,453,822 345,453,822 345,453,822 345,453,822 345,453,822 345,453,822 345,453,825 345,453,825 345,453,825 345,453,825 345,453,825 345,453,825 345,453,825 345,817,839			182,106,869	1,500,000	103,608,869.	151,807,863	1,923,998	163,731,951	29,874,917	•
Instruction	Total Listering Total Listering Total Listering Total Listering Total Listering Total Listering Total Listering Total Listering Total Listering Total Listering StateCisis Example Total Total Listering Total Listering StateCisis Example Total Total Listering Total Listering StateCisis Example Total Liste			AA1 444 200		441 401 900			A40 144		
Total Listein Constrained Constrained <thconstrained< th=""> <thconstrained< th=""></thconstrained<></thconstrained<>	Total Job Constant			CE / 107%00	-	201'1 0Y ma	770'010'010	11-2/202/11	000 ¹ 170 ¹ 000	100'000'040	100'700'0
Trial Liebly, Tork Liebly, Tork Liebly, Tork Liebly, Tork Liebly, Tork Liebly, Static family, Static family, Tork Liebly, Static family, Static fami	Trial Libelity Description Description <thdescription< th=""> Description <thdescription< th=""> <thdescription< th=""></thdescription<></thdescription<></thdescription<>						(432,884)	74,026	(358,835)	356,835	
Induction Induction <t< td=""><td>Total Leteration And distored famoling from Account Barrier SURFICES 0 <th< td=""><th></th><th></th><td></td><td></td><td></td><td>¢</td><td>P</td><td>٥</td><td>0</td><td></td></th<></td></t<>	Total Leteration And distored famoling from Account Barrier SURFICES 0 <th< td=""><th></th><th></th><td></td><td></td><td></td><td>¢</td><td>P</td><td>٥</td><td>0</td><td></td></th<>						¢	P	٥	0	
OTAL USES BIOLAGE TARGE BIOLAGE TARGE BIOLAGE TARGE SEG. SEG. SEG. TARGE SEG. SEG. TAGE TARGE SEG.	TOTAL USES EXACT/TEG EXACT/TEG EVALUATION EVALUATION SQUECES EVALUATION (131,000,000) </td <th></th> <th></th> <td>à</td> <td>•</td> <td>0</td> <td>(432,864)</td> <td>74,028</td> <td>(358,835)</td> <td>358,835</td> <td>•</td>			à	•	0	(432,864)	74,028	(358,835)	358,835	•
Statistical Statistical Contraction Free framerican Propried interest Emmigra Propried interest Propried interest Propried interest Propried interest Propried interest Propried interest Propried interest Propried interoperation Propried interest Propried interest Propr	Stylection 1131,000,0001 0 (131,000,000) 1131,000,0001 1132,001,2001 000,001 1132,001,2001 000,001 1132,001,2001 000,001 1132,001,2001 000,001 1132,001,2001 000,001 1132,001,2001 000,001 1132,001,2001 000,001 1132,001,2001 000,001 1132,001,2001 000,001 000,001,001 1132,001,2001 000,001,001 1132,001,2001 000,001,001 1132,001,2001 000,001,001 000,001,001,001 000,001,001,001 000,001,001,001 000,001,001,001 000,001,001,001,001 000,001,001,001,001 000,001,001,001,001 000,001,001,001,001 000,001,001,001,001,001 000,001,001,001,001 000,001,001,001,001 000,001,001,001,001,001 000,001,001,001,001,001 000,001,001			804,261,793	0	904,261,783	343,210,455	12,067,969	355,268,427	548,993,366	3,902,951
Statetics Solutions Interest and reveal Interest	StorkCGB Connibulian from NYCNYYS (113,000,000) 1 <th></th>										
Contribution from WCNYG (131,000,000) (131,000,000) (131,000,000) (131,000,000) (131,000,000) (131,000,000) (133,001,400) (133,011,400) (133,011,400) (133,011,400) (133,011,400) (133,011,400) (133,011,400) (133,011,400) (133,011,400) (133,011,400) (133,011,400) (133,011,400) <t< th=""><th>Contribution from NYCNYS (131,000,000) <</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></t<>	Contribution from NYCNYS (131,000,000) <										
Contribution from MYCNYS (131,000,000) <	Contribution from NYCNYS (131,000,000) (131,000,000,000) (131,000,000,000)	-									
Tave Ensempt Bond Proceeds Tave Ensempt Bond Proceeds (510,569,367) (113,501,450)	Tox-Escrept Bond Proceeds Tox-Escrept Bond Proceeds (113.601.30) (113.601.30) (113.601.30) Projected Interest Exercises 0 <			(131,000,000)	0	(131,000,000)	131,000,000)	•	(131,000,000)	0	
Construction Account Recruit Construction Account Nom Asset Account Nom Asset Account Nom Asset Account Nom Asset Account Sources Construction Account Nom Asset Account Nom Asset Account Sources Construction Account Sources Const	Projected interest Earnings on Bond Fund (Phor to Vesent Account Earnings on Bond Fund (Phor to Vesent Possestion) (116,532,730) (115,532,732) (115,532,730) (115,532,73			7640 000 000		100 000 C 81	1007 100 1007	•		1000 PAC	
Projected Interest Emminys on Construction Account (187) 3501 (1937) 3501 </td <td>Projected Interest Eernings on Somd Fund (Prior to Vecent Pessession) (1,87,350) (1,937,350)</td> <th></th> <th>t Account Escrow</th> <td>0</td> <td></td> <td>0</td> <td>(113,001,430) 48,975</td> <td>, 0</td> <td>113,001,430)</td> <td>(198,995)</td> <td></td>	Projected Interest Eernings on Somd Fund (Prior to Vecent Pessession) (1,87,350) (1,937,350)		t Account Escrow	0		0	(113,001,430) 48,975	, 0	113,001,430)	(198,995)	
Projected Interest Earnings on Construction Account (6.061.127) (6.061.126.168) (7.16.16	Projected Interest Exervings on Construction Account Costs of Financing from Bond Proceeds and certain interest Earvings (8.061.727) (8.061.727) 0 Total Construction Account Sources 115,533,790 115,533,790 115,533,790 115,533,790 Total Construction Account Sources 115,533,790 115,533,790 115,533,790 115,533,790 Total Construction Account Sources (465,490,533) 0 115,533,790 115,533,790 Projected Interest Earvings on Non-Asset Account Projected Interest Earvings on Additional Rent Account Surplus Costs of Financing from Additional Rent Account Non Asset Account Eacrow (39,80) (734,255) (39,850) (39,850) Projected Interest Earvings on Additional Rent Account Surplus Costs of Financing from Additional Rent Account Non Asset Account Eacrow (39,81,713,501) (39,850) (39,850) (39,850) Opposition Additional Rent Account Costs of Financing from Additional Rent Account Rent Account Eacrow (39,713,501) (38,713,501) (38,713,501) (38,713,501) Total Additional Rent Account Beat (101 Additional Rent Account Beat (357,713,501) (364,713,501) (364,713,501) Total Additional Rent Account Beat (510,713,501) (367,713,501) (367,713,501) (366,713,544) Total Additional Rent Account Beat (101 Additional Rent Account Beat (357,713,501) (367,713,501) (366,713,544)	_	or to Vacant Possession)	(1,937,350)		11.937.3501	(1,937,350)	••	1.937.350	0	
Codes of Financing from Bond Proceeds and certain Intervast Earnings 115,534,780 0 115,538,780 0 115,558,771 0 135,58,771 0 135,58,771 0 135,58,771 0 135,58,771 0 135,58,771 0 135,58,771 0 135,786 0 135,786 0 135,786 0 135,786 0 135,786 0 135,786 0 135,786 0 135,786 0 135,786 0 135,786 0 135,786 135,786 135,786 135,786 135,786 135,786 135,786 </td <td>Coets of Financing from Bond Proceeds and Certain Intervast Earnings 115,533,790 0 115,633,790 115,633,790 Total Construction Account Sources Total Construction Account Sources (485,480,733) 0 (415,534,790) 45,576 Total Construction Account Sources (485,12,890) (39,850) (39,850) (39,850) (39,850) Projected Interest Earnings on Non-Asset Account Source (39,12,890) (39,850) (39,850) (39,850) Projected Interest Earnings on Non-Asset Account Source (39,712,890) (39,850) (39,850) (39,850) Projected Interest Earnings on Non-Asset Account Earning (39,850) (39,850) (39,850) (386,712,890) Projected Interest Earnings on Additional Rent Account (39,743,50) (39,743,50) (38,713,50) (38,713,50) Projected Intervet Earnings (39,743,50) (36,713,50) (38,713,50) (38,713,50) (38,63) Propositio Additional Rent Account Earnings (357,743,50) (357,713,50) (38,713,50) (38,713,50) Cotal Additional Rent Account Earnings (36,713,50) (36,713,50) (38,713,50) (36,713,50) Cotal Additional Rent Account Earnings (357,713,50) (357,713,50) (36,713,50) (36,713,50) Cotal Additional Rent Account Beance (10,12,10)</td> <th>_</th> <th>scount</th> <td>(8.061.727)</td> <td></td> <td>(S.091,727)</td> <td>0</td> <td>0</td> <td>0</td> <td>(6.091.727)</td> <td></td>	Coets of Financing from Bond Proceeds and Certain Intervast Earnings 115,533,790 0 115,633,790 115,633,790 Total Construction Account Sources Total Construction Account Sources (485,480,733) 0 (415,534,790) 45,576 Total Construction Account Sources (485,12,890) (39,850) (39,850) (39,850) (39,850) Projected Interest Earnings on Non-Asset Account Source (39,12,890) (39,850) (39,850) (39,850) Projected Interest Earnings on Non-Asset Account Source (39,712,890) (39,850) (39,850) (39,850) Projected Interest Earnings on Non-Asset Account Earning (39,850) (39,850) (39,850) (386,712,890) Projected Interest Earnings on Additional Rent Account (39,743,50) (39,743,50) (38,713,50) (38,713,50) Projected Intervet Earnings (39,743,50) (36,713,50) (38,713,50) (38,713,50) (38,63) Propositio Additional Rent Account Earnings (357,743,50) (357,713,50) (38,713,50) (38,713,50) Cotal Additional Rent Account Earnings (36,713,50) (36,713,50) (38,713,50) (36,713,50) Cotal Additional Rent Account Earnings (357,713,50) (357,713,50) (36,713,50) (36,713,50) Cotal Additional Rent Account Beance (10,12,10)	_	scount	(8.061.727)		(S.091,727)	0	0	0	(6.091.727)	
Codes of Friedriching from botto Proceedes and Cartain Interest Earnings 115,539,780 0 0 115,539,780 0 0 115,539,780 0	Colors of Trianting from bond Properties T15,536,790 T15,536,790 T15,536,780 T15,536,790 T15,536,790 <tht13,222< th=""> T15,536,790 <t< td=""><th></th><th></th><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<></tht13,222<>										
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Additional Remi Projected Interest Earnings on Non-Asset Account Projected Interest Earnings on Non-Asset Account Projected Interest Earnings on Additional Rem Account Projected Interest Earnings on Additional Rem Account Surplus Costs of Isuaance Opeosit to Additional Rem Account Bernow Additional Rem Account Eacrow Opeosit to Additional Rem Account Eacrow Opeosit to Additional Rem Account Eacrow Additional Rem Account Eacrow Opeosit to Additional Rem Account Eacrow Additional Rem Account Eacrow Opeosit to Additional Rem Account Eacrow Additional Rem Account Eacrow Deposit to Additional Rem Account Eacrow Additional Rem Account Eacrow Opeosit to Additional Rem Account Eacrow Additional Rem Account Eacrow Opeositional Rem Account Eacrow Additional Rem Account Eacrow Additional Rem Account Berlow Additional Rem Account a Vacam Posseston (5-12-10) (398, 173, 580) (398, 713, 581) (398, 713, 581) (398, 713, 581) (398, 713, 581) (398, 713, 581) (398, 713, 582) (397, 583) (397, 583) (397, 583) (397, 573) (397, 583) (397, 573) (397, 573) (397, 583) (397, 573) (397, 583) (397, 583) (397, 573) (397, 583) (397, 593) (397, 593) (397, 583) (Additional Rent Projected Interest Estimings on Non-Asset Account Projected Interest Estimings on Additional Rent Account Surplive Costs of Issuance Deposit to Additional Rent Account Deposit is Additional Rent Account Escrow Additional Rent Account Escrow Deposit is Additional Rent Account Escrow Additional Rent Account Balance Total Additional Rent Account Escrow Additional Rent Account Balance Total Additional Rent Account Balance Iso of Col) (356, 17, 1560) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 17, 366) (366, 16, 376) (366, 17, 366) (366, 17, 376) (366, 17, 376) (366, 17, 376) (366, 17, 376) (366, 16, 376) (366, 16, 376) (366, 16, 376) <			(405,490,293)	9	405,490,293)	48.975	0.5	48.976.4	(405,539,268)	
Additional Remit Projected Interest Emminge on Non-Asset Account Projected Interest Emminge on Non-Asset Account Projected Interest Emminge on Non-Asset Account Projected Interest Emminge on Non-Asset Account Surplus Coals of Issuance Deposit to Additional Rem Account Surplus Coals of Issuance Deposit to Additional Rem Account Non Asset Account Escrow Mon Asset Account Escrow Additional Rem Account Balance I total Additional Rem Account Balance Balance I tot	Additional Remit 7366,712,860) (266,607,206) Projected Interest Emirging on Mon-Ksert Account (396,712,860) (368,712,860) Projected Interest Emirging on Mon-Ksert Account (396,712,860) (38,850) Projected Interest Emirging on Additional Rem Account (398,712,860) (38,850) Projected Interest Emirge on Mon-Ksert Account (397,486,984) (338,510) Surplise Costs of Issuance Deposit to Additional Rem Account (397,486,984) (338,510) Doposit to Additional Rem Account Excrow 0 (317,486,984) (326,713,426) Doposit to Additional Rem Account Excrow 0 (357,713,501) 0 (357,713,501) Costs of Flaancing from Additional Rem and Certain Interest Exminers 258,773,501) 0 (367,713,501) 206,713,544) Total Additional Rem Account at Vecami Possestion (5-12-10) (357,713,501) 0 (367,713,501) (356,713,544) Total Additional Rem Account at Vecami Possestion (5-12-10) (357,713,501) 0 (367,713,501) (206,713,544)										
(734.26) (38.860) (38.8	(73, 255) (39, 850) (39, 850) (39, 850) (39, 850) (39, 850) (39, 850) (39, 850) (39, 850) (39, 850) (39, 850) (39, 850) (30, 861, 175) (30,	Additional Rent		(398.712,880)		(386,712,880)	(256,507 208)	(12.057,969)	(268,565,177)	(128,147 703)	
(734.255) (734.255) (734.255) 0 2.282 0 2.282 0 0 0 2.282 0 13.13.002 0 0 0 18.113.002 0 18.113.002 0 0 18.113.002 0 18.113.002 287/146.483 0 2.3715.483 29.713.221 18.113.002 287/15.483 0 2.3715.483 29.713.221 12.057.9893 287/15.413 28,715.483 29,713.221 0 29,713.221 (357,774,501) (357,714,501) (206.718.544) (12.057,989) (220,776.513) (357,774,501) (357,714,501) (206,718.544) (12.057,989) (351,775,539) (357,754,501) 0 (994,261,785) (12.057,989) (351,727,539) 213,578,702 0 (994,261,785) (12.057,989) (351,727,539) 205,559,268 0 (352,942 0 (352,742	(734.255) (734.255) 0 0 0 18,113,002 0 0 18,113,002 0 2377,486,984) 2466,984) 23,715,641 29,715,443 0 28,715,483 28,713,521 29,715,443 0 (357,771,501) 1206,713,544 (954,771,501) 0 (357,771,501) (357,771,501) (954,261,793) 0 (357,771,501) (304,251) 213,576,13 0 (367,771,501) (304,271) 213,576,13 0 (367,771,501) (304,373) 213,576,13 0 (304,371) (304,373)		ount	(058/62)		(39.850)	(38.860)	0	(35,850)	•	
0 2 2 0 2 1	0 2.282 0 0 2.282 0 0 18,113,002 0 0 18,113,002 2397,486,5843 23,715,483 29,715,483 23,715,493 0 29,715,483 29,713,221 25,771,501 0 28,717,501 (208,713,221 (564,281,793) 0 (367,771,501) (1208,713,221 (564,281,793) 0 (394,275) (335,683,569)	Projected interest Earnings on Additional Rent,	Account	(734.255)		(734 265)	•	•	0	(734,255)	
0 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,022 0 18,113,022 0 18,113,022 0 18,113,022 0 18,113,022 0 18,113,022 0 18,113,022 0 18,113,022 0 18,113,022 0 18,113,022 0 18,113,022 0 18,113,022 18,13,121 12,021,126 12,061,166 12,021,126 12,021,126 12,061,166 12,021,127 10,052,1342 10,052,1342 10,052,1342 10,052,1342 10,052,1342 10,052,1342 10,052,1342 10,052,1342 10,052,1342 10,052,1342 10,052,1342 10,052,1342 10,0	0 0 18,113,002 0 15,715,486,984)	Surptus Costa of Issuance Deposit to Additional	al Rent Account	0		0	2,282	0	2,262	(2,262)	
Deposite Additional Rent Account Texron 0 18,113,002 0 18,113,002 0 18,113,002 0 18,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,113,002 13,013 12,013 12,013 12,013 12,013 13,013 13,013 13,013 13,013 12,013 13,002 13,113,002 13,013 12,013 13,002 <td>Deposit to Additional Rent Account Exercise 0 16, 113,002 Additional Rent Account Balance 0 29,715,483 0 26,717,561 Additional Rent Account Balance 29,715,483 0 29,715,483 26,713,561 Costs of Financing from Additional Rent Account and certain Intervat Enrinops 29,715,403 0 29,715,483 26,713,561 Total Additional Rent Sources (Net of COI) (357,773,561) 0 (357,773,561) 1 20,715,483 Total Additional Rent Sources (Net of COI) (357,773,561) 0 (357,773,561) 1 20,715,483 Total Additional Rent Sources (Net of COI) (200,718,543) 0 (357,773,561) 1 20,715,561) Total Additional Rent Sources (Net of COI) (357,773,561) 0 (357,773,561) 20,715,561) Cost Additional Rent Account at Vecam Possesion (5-12-10) 213,976,773 (356,773,726) 1 Construction Account at Vecam Possesion (5-12-10) 213,976,773 56,464,377 56,464,377</td> <th></th> <th></th> <td>0</td> <td></td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td></td>	Deposit to Additional Rent Account Exercise 0 16, 113,002 Additional Rent Account Balance 0 29,715,483 0 26,717,561 Additional Rent Account Balance 29,715,483 0 29,715,483 26,713,561 Costs of Financing from Additional Rent Account and certain Intervat Enrinops 29,715,403 0 29,715,483 26,713,561 Total Additional Rent Sources (Net of COI) (357,773,561) 0 (357,773,561) 1 20,715,483 Total Additional Rent Sources (Net of COI) (357,773,561) 0 (357,773,561) 1 20,715,483 Total Additional Rent Sources (Net of COI) (200,718,543) 0 (357,773,561) 1 20,715,561) Total Additional Rent Sources (Net of COI) (357,773,561) 0 (357,773,561) 20,715,561) Cost Additional Rent Account at Vecam Possesion (5-12-10) 213,976,773 (356,773,726) 1 Construction Account at Vecam Possesion (5-12-10) 213,976,773 56,464,377 56,464,377			0		0	0	0	0	0	
Additional Rent Account Balance (327,486,984) (327,486,984) (12,057,989) (250,487,132) Costs of Financing from Additional Rent and certain Intervat Eurnings 29,715,443 0 29,715,521 0 20,716,513 0 20,776,513 0 20,776,513 0 20,776,513 0 12,067,78,69 751,727,539 12,057,989 751,727,539 12,057,989 751,727,539 17,272,7339 17,657,989 12,057,989 12,057,989 12,057,989 12,057,76,513 10 12,057,989 12,057,76,513 17,657,989 12,051,727,539	Additional Rent Account Belance 0 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/45 2017/15/47 2017/15/47 2017/15/47 <th></th> <th>Asset Account Escrow</th> <td>0</td> <td></td> <td>0</td> <td>18,113,032</td> <td>0</td> <td>18,113,032</td> <td>(18,113 032)</td> <td></td>		Asset Account Escrow	0		0	18,113,032	0	18,113,032	(18,113 032)	
Costs of Financing from Additional Rent and certain Interest Eurnings 28/715,483 0 29,715,483 29,715,483 0 29,713,221 Total Additional Rent Sources (Net of COI) 1357,777,501) 0 (387,777,501) (208,713,544) (12,057,948) (220,776,513) Total Additional Rent Sources (Net of COI) 1357,777,501) 0 (387,771,501) (208,713,544) (12,057,948) (220,776,513) Total Additional Rent Sources (Net of COI) 1330,665,563) (12,057,948) (225,758) (237,575) Additional Rent Account at Viscani Possession (5-12-10) 213,578,702 0 (904,261,716) (330,665,563) (12,057,969) (351,757,539) Additional Rent Account at Viscani Possession (5-12-10) 213,578,702 58,464,573 12,067,963 70,527,342	Costs of Financing from Additional Rent and certain Intervat Earnings 28,715,483 0 29,715,483 29,715,483 Total Additional Rent Sources (Net of COI) (367,773,501) 0 (387,773,501) (206,713,541) TOTAL SOURCES (NET OF COI) (367,773,501) 0 (387,773,501) (206,713,541) Additional Rent Sources (Net of COI) (367,773,501) 0 (387,773,501) (206,713,541) TOTAL SOURCES (NET OF COI) (394,271) 0 (394,271) (335,693) Construction Account at Vacant Possession (5-12-10) 213,576,703 (353,536) (354,573) Construction Account Balance at Vacant Possession (5-72-10) 213,576,703 (353,526) (354,573)	-		Car > (397,486,984)	0	2.55 (397,486,984)	Ver 11 (238,431,784)	(12,057,968)	(250,489,733)	(148,897,261)	
Construction Construction Additional Rent Sources (Marcount and certain Intervast carimeters Zey 715, 443 Zey 715, 443 Zey 715, 323 Zey 715, 323 Total Additional Rent Sources (Met of COI) (357, 771, 501) 0 (357, 771, 501) 0 (268, 771, 501) (12.057, 988) (220, 776, 513) Total Additional Rent Sources (Met of COI) (357, 775, 513) 0 (394, 261, 715, 513) (12.057, 988) (351, 727, 513) Total Additional Rent Sources (Met of COI) (394, 261, 715, 513) 0 (394, 261, 715, 513) (335, 669, 553) (12.057, 988) (351, 727, 539) Additional Rent Account at Vacami Possession (5-12-10) 213, \$78, 702 213, \$78, 702 56, 464, 573 12, 057, 983 76, 522, 342 Construction Account at Vacami Possession (5-12-10) 205, 539, 353 23, 776, 513 76, 522, 342 76, 522, 342	Construction Construction<			100							
Total Additional Rent Sources (Net of COI) (357,771,501) 0 (367,771,501) (12,057,980) (220,776,513) TOTAL SOURCES (NET OF COI) (994,261,785) (394,261,785) (339,669,563) (12,057,980) (351,775,513) Additional Rent Account at Vacant Possession (5-12-10) 213,576,702 213,576,702 56,464,573 12,057,963 76,527,342 Construction Account at Vacant Possession (5-12-10) 213,576,702 213,576,702 56,464,573 12,057,663 76,527,342	Total Additional Rent Sources (Net of COI) (367,771,601) (367,771,601) (266,774,501) (206,718,544) TOTAL SOURCES (NET OF COI) (904,261,718) 0 (904,261,718) (339,669,569) Additional Rent Account at Vacant Possession (5-12-10) 213,978,702 213,978,702 56,464,373 Construction Account Balance at Vacant Possession (5-12-10) 213,978,702 213,978,702 56,464,373		a cerulu illiciasi example	28,170,463	0	281/12/483	28,713,221	0	29,713,221	2,262	
TOTAL SOURCES (NET OF COI) (904,261,785) 0 (904,261,785) (12,057,989) (351,727,339) Additional RenA Account at Vacant Possession (5-12-10) 213,576,702 213,576,702 56,464,573 12,057,963 70,522,342 Construction Account Balance at Vacant Possession (5-12-10) 405,559,362 205,559,362 70,522,342 70,522,342	TOTAL SOURCES (NET OF COI) (994,261,785) 0 (904,261,785) (339,669,569) Additional RenA Account at Vacam Possession (5-12-10) 213,978,702 213,978,702 56,464,373 Construction Account Balance at Vacam Possession (5-12-10) 213,978,702 36,464,373 56,464,373			(367,771,501)	0	(367,771,501)	(208,718,544)	(12.057.969)	(220.776.513)	(146,584,989)	
TOTAL SOURCES (NET OF CO) (994,261,785) 0 (904,261,785) (12,057,969) (351,727,539) Additionel Reni Account al Vacani Possession (5-12-10) 213,978,702 213,978,702 58,464,373 12,067,963 70,522,342 Construction Account Basence at Vacani Possession (5-12-10) 405,539,264 404,573 12,067,963 70,522,342	TOTAL SOURCES (NET OF CO) (994,281,785) (336,683,589) (336,683,589) Additional Rent Account at Vacant Possession (5-12-10) 213,978,702 213,978,702 56,464,373 Construction Account Balance at Vacant Possession (5-72-10) 213,978,702 265,553,268 56,464,373										
Additionel Rent Account at Vacant Possession (5-12-10) 213,578,702 Construction Account Batance at Vacant Possession (5-12-10) 405,539,268	Additional Reni Account at Vacant Possession (5-12-10) Construction Account Balance at Vacant Possession (5-72-10) 405,539,268			(904,281,785)	0	(904,261,795)	(339,869,569)	(12,057,969)	(351,727,538)	(552,634,257)	
Additionel Rent Account al Viscani Possession (5-12-10) 213,978,702 70,522,342 70,522,342 70,522,342 70,522,342 70,522,342 12,041,573 70,522,342 12,041,573 70,522,342 12,041,573 70,522,342 12,041,573 70,522,342 12,041,573 70,522,342 12,041,573 70,522,342 12,041,573 12,041,573 70,522,342 12,041,573 12,042,573 12,042,573 12,042,573 12,042,573 12,042,573 12,042,573 12,042,573 12,042,573 12,042,573 12,042,573 12,042,573 12,042,573 12,042,573	Additional RenA Account at Vacant Possession (5-12-10) 213,978,702 Construction Account Balance at Vacant Possession (5-12-10) 405,539,268									•	
Construction Account Baserice at Vacami Possession (5-12-10) 405,539,268]	Construction Account Balance at Vacant Possession (5-72-10)) (5-12-70)	213,976,702			58,464,373	12,057,969	70,522,342	143,458,360	
			ession (5-72-10)	405,539,268		1		0		405,539,268	

		(A)	(B)	Q	Q)	Ð	(F) = (D+E)	(G) = {C-F}	(H)
		Arena Buitdirg Bucçet	เลเนตรม เลี้ยงกระเอาร	Kevised Buddæt	Previously Expended	Current Returs Fon	Total Expended to date	Remaining Balance	Retainage To Date
•	Site Acquisition Costs:	124,125,125	0	124,125,125	124,125,125		124,125,125	0	
N 17 7	<u>Hard Costs:</u> Tradea	395 246 107	c	705 248 107	40 058 841	4 080 ARY	45 (199 102	350 207 004	3 320 151
\$	GC / CM Fee	58,642,649	•	58,642,649	11,612,259	2,293,530	13,905,789	44,736,960	
•	GMP Contingency build Add / Attendate Athwance for Site Pane & 5525	19,879,350	•	18,679,350	88	88	00	19.679.350	•
. 40	Preconstruction Estimating Services	8,914,565	00	8.914,565	8,914,585	00	8.914.565	• •	
6	Permits, Bonds	750,000	0	750,000	373,759	0	373,759	376,241	
5;	Owner's Testing/Survey Owner's Desiro/Scove Confinement	1,341,007	00	1,341,007	369,782	29.270	389,052	951.965	'
12	ŢŢ	507,193,010	•	607,193,010	61,317,005	7,306,262	68,622,268	438,670,743	3,329,161
223	Soft Costs and Other: Architections & Environmention	018 350 50	000 000)	02 278 810	00 30K Den	50.7 QU	024 024	E EAE DED	
2		2,885,000	0	2.885,000	637,314	133,919	771,233	1,893,767	
17	_	45,000,000	0	45,000,000	35,306,814	915,966	36,222,780	8,777,220	,
2 :		29,085,305	0	29,085,305	22,558,920	144,248	22,703,167	8,382,139	•
2 8	Insurance / commissioning / utner Development Contingency	3,126,084	0 0	3,126,084 2,671,795	893,846 0	00	893,846 0	2,232,239	, .
21	_	175,787,003	(960,000)	174,827,003	145,502,856	1,721,938	147,324,794	27,502,209	
ង ដ	Total Project Costs	807,105,138	(960,000)	808,145,138	331,044,986	0,027,201	340,072,186	486,072,952	3,329,151
2 2 2	Total AP	8	0	8	(425.043)	74,028	(351.015)	351,015	
3 12 8	Total Liability	a		8	(425,043)	74,028	(361,015)	351,016	
8 8	<u> </u>	807,106,138	(860,000)	806,146,138	330,619,942	9,101,220	338,721,171	466,423,967	3,328,161
8 8	Add: COI this period TOTAL ARENA (w. COI)			-		9,101,229			

A-2

EXHIBIT A BARCLAYS ARENA REQUISITION # 7 TRANSIT CONNECTION

EXHIBIT A BARCLAYS ARENA REQUISITION # 7 ARENA SITEWORK

(H)	Retainage To Date									•						¢	,				
(G) = (C-F)	Remaining Balance	0	15,402,049	1.888,087	• •	118,402	354,018	199,901	1,817,284	19,779,740	622 759	0	0 24 560	10,659	0	667,968	20,447,708		2	6	20,447,708
(F) = (0+£)	folaf Expended Io date	0	332,012	00	••	31,598	0	¢	0	363,610	2 797 872	0	0	31.017	¢	2,999,338	3,362,945		5 c	Ŷ	3,362,945
(<u>-</u>)	Current Requisition		17,578					0		17,578	94 167		5 DCA			100,121	117,698		3	8	117,898
Q)	Previonsly Experded	0	314,434	00	0	31,598	•	0	0	345,032	2 703 706	0	0	31.017	0	2,899,218	3,245,250		2	ð	3,246,250
(C)	Revised Birdget	0	15,734,060	1.888,087	•	150,000	354.018	199,901	1,817,284	20,143,349	3 420 633	0	0	41,876	0	3,667,307	23,810,656			Ō	23,810,866
(8)	Budget Revisions	•	•	00	0	0	¢	•	0	8	000.086	0	0.000	(45,000)	0	960,096	960,000			8	960,000
3	Arena Silework Burigel	0	15,734,060	1,988.087	0	150,000	354,016	199,901	1,817,284	20,143,349	2.460.631	0	0 180 000	86,676	0	2,707,307	22,860,666		>	0	22,850,856
		Site Acoulsition Costs:	A Hard Costs. A Trades	5 GC / CM Fee 6 GMP Confinements	7 Hunt Add / Alternate Altowance for Site Regs. & FF&E	8 Preconstruction Estimating Services	Permits, Bonds	20 Owner's Testing/Survey	11 Owner's Design/Scope Contingency	12 Total Hard Costs	 Soft Costs and Other. Architecture & Engineerino 	_	17 Development Costs A Proiect Eveneses / Markeling	finsurance / Commissioning / Other		2/ Iotal Soft Costs & Other	23 Total Project Costs	24 Total AB	28 UV-41 AF	27 Total Liability	20 TOTAL USES

EXHIBIT A BARCLAYS ARENA REQUISITION # 7 ARENA MITIGATION

Arena Miligation Budget Budget Revised Revisions Revised Exponted Revised Represented Represented Re		_	(A)	(8)	(C)	(<u>a</u>)	(E)	(F) = (D+E)	(<u>G</u>) = (C-F)	(H)
In the Reds. & FF&E 2,200,800 0 2,200,800 0 2,200,800 80,860 0 153,266 0 0 153,266 0 0 153,266 0 0 153,266 0 0 153,266 0 0 153,266 0 0 153,266 0 0 153,266 0			Arena Mitigation Budget	Budget Revisions	Revised Budget	Previously Expended	Current Requisition	Total Expended to date	Remaining Bałance	Rotainage To Date
153,206 0 2,200,800 0 163,206 0		Site Acquisition Costs.	0	0	0	0		0	0	
163,286 163,286 0 163,286 0 0 0 0 0 0 0 0 0 0 0 30,618 50,000 0 30,518 0 30,618 0 30,518 0 0 30,618 0 241,172 0 0 241,172 0 0 241,172 0 0 241,172 0 0 241,172 0 0 0 241,172 0 0 241,172 0 0 0 0 241,172 0 0 241,172 0		Hard Costs: Trades	2,200,800	0	2,200,800	069'08		80,690	2,120,110	
Ite Reqs. & FF&E 0	<u> </u>	GC / CM Fee	163,296 Â	0	163,296	0		0	163,296	
50,000 0 50,000 0 50,000 0 241,172 0 241,172 0 0 0 241,172 0 241,172 0 0 241,172 2 241,172 0 241,172 0 0 0 2,1172 0 2,145 0 2,145 0 0 2,135,886 0 2,585,886 0 2,445 0 0 0 0 0 2,445 0 0 0 0 0 17,010 0 0 0 0 0 0 0 1 44,461 0 0 0 0 0 0 0 0 1 1 2,347 110,141 2,3451 0 0 0 0 0 1 1 2,32,347 110,141 2,3451 0 0 0 0 0 0 0 0 0 <th></th> <td>um conungency Hunt Add / Atternate Alfowance for Site Reas. & FF&E</td> <td>00</td> <td>0 0</td> <td>• •</td> <td>00</td> <td></td> <td>00</td> <td>00</td> <td></td>		um conungency Hunt Add / Atternate Alfowance for Site Reas. & FF&E	00	0 0	• •	00		00	00	
30,618 0 30,618 0 30,618 0	~	Preconstruction Estimating Services	50,000	0	50,000	0		0	50,000	
Contingency $241,172$ 0 $241,172$ 0 $241,172$ 0 0 Contingency $241,172$ 0 $241,172$ 0 0 <th><u>.</u></th> <td>Permits, Bonds</td> <td>30,618</td> <td>0</td> <td>30,618</td> <td>•</td> <td></td> <td>0</td> <td>30,618</td> <td></td>	<u>.</u>	Permits, Bonds	30,618	0	30,618	•		0	30,618	
Contingency 241,172 0 241,172 0 0 241,172 0 0 241,172 0 0 0 0 0 241,172 0	<u> </u>	Dwner's Testing/Survey	0	0	0	•		•	0	
ing 2,826,886 D 2,686,886 80,690 0 ing 29,451 0 29,451 29,451 29,451 ing 0 0 0 0 0 0 keting 0 0 0 0 0 0 0 ing / Other 17,010 0 0 17,010 0	0	Dwner's Design/Scope Contingency	241,172	0	241,172	0		0	241,172	
ing $29,451$ 0 $29,451$ $29,451$ $29,451$ $29,451$ n 0 </td <th></th> <td>otal Hard Costs</td> <td>2,685,886</td> <td>0</td> <td>2,685,886</td> <td>80,690</td> <td>0</td> <td>80,690</td> <td>2,605,196</td> <td>•</td>		otal Hard Costs	2,685,886	0	2,685,886	80,690	0	80,690	2,605,196	•
ing keting k		Soft Costs and Other:								
Dots 0	Q , 1	vichitecture & Engineering	29,451	0	29,451	29,451		29,451	°	
Joint Servicing 0 0 0 17,010 0 0 est / Marketing 17,010 0 17,010 0 0 0 connectoring / Other 17,010 0 0 0 0 0 Contractioning / Other 48,461 0 48,461 29,451 0 Statis & Other 2,732,347 0 2,732,347 110,141 0 Costs 2,732,347 0 2,732,347 110,141 0	<u> </u>	egal	• •	0	• ·	0 (• •	0 4	
mmssioning/ massioning 17,010 0 17,010 0 Contingency 0 0 0 0 0 Softingency 1 45,461 0 2,732,347 110,141 0 Costs 2,732,347 0 2,732,347 110,141 0 0 Costs 2,732,347 0 2,732,347 110,141 0 0	10	ievekipment Losts Yntert Evnenses / Martetian	•	00	<u> </u>	00		00	0 0	
Ontingency 0 0 0 0 sts & Other 45,461 29,451 0 sts & Other 45,461 29,451 0 Costs 2,732,347 0 2,732,347 110,141 0 Costs 0 0 0 0 0 0		nsurance / Commissioning / Other	17.010	0	17.010	00		00	17.010	
ets & Other 45,461 0 46,461 29,451 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	evelopment Contingency	0	0	0	0		0	0	
Costs 2,732,347 0 2,732,347 110,141 0 0 0 0 0 0 0		otal Soft Costs & Other	48,461	0	46,461	29,451	ð	29,451	17,010	•
Costs 2,732,347 110,141 0 0 2,732,347 110,141 0 0 0 0 0 0 0 0 0 0 0 0 0	_									
	7	otal Project Costs	2,732,347	0	2,732,347	110,141	Ŷ	110,141	2,822,206	,
	-	total AP	8			0	0	0	0	
								0		
	. 1	Fotal Liability	ð	ð		0	0	٥	ō	
Z,r3Z,34r 1 0 2,r3Z,34r 110,141 U		TOTAL USES	2,732,347	0	2,732,347	110,141	0	14101141	2,622,206	1

ARENA REQUISITION #7

Sum of Req #7 Requistion Line	Vendor name	Invoice	Arena Building	Arena Sitework	Areas Tour M	Barnd T.
Trades	Hunt Construction Group Inc.	APP1287-010 BA	4,470,029.29	Arena Silework	Arena Transit	Grand Tota
	Hunt Construction Group Inc. Total	A REPORT OF	4,470,029.29	In the Investor		4,470,029,3 4,470,029,3 2,457,000,7
	John Civetta and Sons, Inc.	APP003-1878			2,457,000.00	2.457,000.0
	John Civetta and Sons, Inc. Total			11.1 THU 181	2,457,000.00	
	SimplexGrinnell LP	APP001-1926	70,711.94			70.711.9
	SimplexGrinnell LP Total Willis of New York, Inc.	1000071	70,711.94		VIDADENCITIELA	70,711.4
	With the York, Inc.	1006071 1006072	415,738.28	16,543.64	55,731.08	400,010.1
	Willis of New York, Inc. Total	1000072	25,982.95	1,033.95	3,483.10 59,214.18	30,500.0
14 - Trades Total	WING OF HOW FORE HIC. TOOL	A CONTRACTOR AND A CONTRACT OF A	4,982,482.46	17,577.59	2,516,214.18	7,516,254
05 -GC/CM Fee	Hunt Construction Group Inc.	APP1287-010 BA	1,294,309.26			1,294,309.2
	Hunt Construction Group Inc. Total		1,294,309.26			1,294,309/2
	John Civetta and Sons, Inc.	APP003-1878			81,900.00	81,900.0
	John Civetta and Sons, Inc. Total				81,900.00	81,900.0
	NYC Transit Authority	82560			138,988.23	<u>138,988</u> .4
	NYC Transit Authority Total	0E 45000 0740			138,988.23	138,988
	NTC POICE DEpt	RE-0562010710 RE-0562010784	183,001.43 195,462.73			183,001.4
		RE-0562010819	184,958.51			195,482.7 184,958.5
		RE-0562010916	159,829.71			
		RE-0562011085	136,592.59			138,592.5
		RE-0562011086	139,375.95			139,375.9
	NYC Police Dept Total		999,220,92			159,829.7 138,592.5 139,375.9 999,220.9 2,514,418,4 48,957.5 18,268.5 20,325.6 38,594.1 (9,162,8
06 -QC/CM Fee Total 10 - Owners Testing	Atlantic Esciency in Laborator	APP002-1880	2,293,530.18	States of the	220,898.23	2,514,418,4
	Atlantic Engineering Laborator Atlantic Engineering Laborator Tota		48,957.52			48,957.5
	Langan Engineering & Environ.	APP6-0165816	18,268.50			46,907.5
	engineering & Enniot:	APP7-0166776	20,325.60			20,208.5
	Langan Engineering & Environ. Tota		36,594.10			38,594 1
	Vibra-Tech	244753	(9,168.80)			(9,168.6
		245567	(17,977.74)			(17,977.7
		246348	(14,699.67)			(14,699,6
	100	247285	(16,435.61)			(16,435.6
	Vibra-Tech Totel		(58,281.82)	No. of the second s	45 m 77	(58,281.8
O- Owners Testing Totel .	A Estables & Community		29,269.80	and the second s	and the second s	
5 - Architecture & Engineering	A.Esteban & Company A.Esteban & Company	761809	4,426.60			4,428.6
	A.Esteban & Company Total e4, inc.	20056	4,426.60			4,426.6
	eq, nc. e4, nc. Total	20956	<u>5,000.00</u> 5,000.00			5,000.0
	Hunt Construction Group Inc.	APP1287-010 8A	460,599.00			5,000.0 460,599.0
	Hunt Construction Group Inc. Total		460,599.00			460,599.0
	Lovett Silverman Construction	APP10-0203256IN	9,228.25			9.228.2
		APP11-0203296IN	10,042.75			10.042.7
		APP9-0203213IN	8,849.25			8,849.2
	Lovett Silverman Construction Total		28,120.25			28,120.2
	Shop Architects PC	090705-18	45,407.34			45,407.3
	6	090705-18 Plaza		53,769.39		53,769.3
	Shop Architecte PC Total		45,407,34	\$3,759.39		99,176.7
	Stantec Consulting ServicesInc	APP11-441479 APP9Rev-445541		10.007.00	84,198.48	84,198.4
	Stantec Consulting Servicesing Tota			40,397.26	84,198.48	40,397.2
	Vibra-Trich	243795	(15,746.56)	40,347.20	04,198.48	124,595.74
	Vibra-Tech Total	Stational new St	(15,746.56)	Co The Louis State	CITIZA DE TRACEMENT	
5 - Architecture & Engineering Tota			527,806.63	B:\$4,186.85	64,198.48	706,171;7
6 - Legal	Duane Momis LLP	£539820	1,035.00			1,035.00
		1545349	595.00			595.00
		1551975	178.50			178.50
		1560091	297.50			297.50
	Duane Morris LLP Total	1576388	714.00			714.00
	Fried, Frank, Harris, Shriver	142183	2,820.00 8,106.42			2,820.00
		142707	5,549.84			8,106.42 5,549.84
		145046	111,512.79			111,512.79
	Fried, Frank, Karris, Shriver Total		125,169.05			125,169.05
	Howrey, LLP	9010039182	846.00			846.00
		9010040502	1,034.00			1,034.00
	Howrey, LLP Total		1,880.00			1,880.00
	Proskauer Rose, LLP	1031909	168.75			168.75
		1054329	2,868.75			2,868.75
		1075894	337.50			337.50
	Sum days and the second state of the second	1084162	675.00			675.00
C. Deschot after	Prostauer Rose, LLP Total		4,050.00	the party of the p		4,050.00
5 - Legal Tor III 7 - Development Cost	Forart Chi Datase ?*	SMOODAAC	133,919,05			133,910.05
- Development Cost	Forest Gity Rather Co.	SM093010C	433,333.00			433,333.00
	Forest City Ratner Co. Total	SM103110C	476,333.00			476,333.00
	New York City Water Board	2000-081110	6,300.37			909,666.00 6,300.37
	New York City Water Board Trotal	*******	6,300.37	12.28	AL 12 12	6,300.37
7 - Development Cost Tot al	and the set of the set of the	The second s	115,966.37	CONTRACTOR OF THE OWNER	and the state of the	916,966.37
8 - Project Expenses/Marketing	Daryl E. Greene & Associates	BEC-2010-5	26,291.44	1,183.17	3,52 5.19	31,000.00
· - · · · · · · · · · · · · · · · · · ·		BEC-2010-MOD	106,013.69	4,770.83	14,215.28	125,000.00
	Darryl E. Greene & Associates Total		132,305.33	5,954.00	17,740.67	156,000.00
	Fast Signs	153-30318	90.95			90.95
	Fast Signa Total		90,95			90,95
	Firebird Group, Inc.	090110-8A	3,000.00			3,000.00

ARENA REQUISITION #7

Sum of Reg #7			Requistion Sheet		and the second sec		
Regulation Line	Vendor name «	Invoice	Arena Building	Arena Sitework	Arena Transit	Grand Total	
18 - Project Expenses/Marketing	Firebird Group, Inc. Total		8,000.00			6,000.00	
	Memitt & Harris Inc.	23041A07	5,850.00			\$,850.00	
	Merritt & Harris Inc. Total	CLERING HIR/W	5,850.00		COLONNA MALEXCI	5,850.00	~
18 - Project Expenses/Marketing Tot		CO. TAKE IN A DAMAGE SHE	144,246.28	5,964.00	17,740.67	167,940,95	مسک
25 - Total AP	Viora-Tech	243795	15,748.56			15,748.56	
		244753	9,168.80			9,168.80	
		245567	17,977.74			17,977.74	
		246348	14,699.67			14,699.67	
		247285	16,435.61			16,435.61	A c
	Vibra-Tech Total		74,028.38			74,028.38	A4
25-Total AP Total			74,028.38			74.028.38	· V
Grand Total		Sec. 11 - 223.00	9,101,229.15	117,696,24	2,839,041,56	12.057.968.95	

AIA DOCUMENT G702 PAGE ONE OF FAGE	APPLICATION NO: 1287-010 (001) Distribution to: ARENA ONLY OWNER PERIOD TO: 10/31/10 PROJECT NOS: 0/31/10	The second secon	
TION FOR PAYMENT	PROJECT: Barciay's Conter Arena At Atlantic Vards VIA ARCHITECT: Ellerbo Beckett 2388 McGee Street Kassas City, MO 64108	FOR PAYMENT bection with the Contract action with the Contract 48.4594 *C5 (0) 48.555.07.00) 475.555.07.00) 470.556.715.00 51.650.780.63 50.321.630.50 	
APPLICATION AND CERTIFICATION FOR PAYMEN	TO OWNER: Attentic Varia Development Company, LLC One Metrotech Contr North, 11th Floor Brooklyn, NY 11201 FROM CONTRACTOR: VIA Hant Construction Group, Inc Elici 625 Attentic Avenue, 3rd Floor 2368 Brooklyn, NY 11217 Frooklyn, NY 11217 CONTRACT FOR.	CONTRACTOR'S APPL/CATION FOR PAYMENT Application is made for payment, as aboven below, in comnaction with the Contract Continuation Shoet. AIA Document (700, is a statehold I.a. LEESS CCE PER OCO 16 I. TOTAL PROJECT CONT A ONTRACT BUM TO DATE (Line I ± 2) CONTRACT BUM TO DATE (Line I ± 2) COMMENT FOR DATE (Line I ± 2) COMMENT FOR DATE (LINE I = 2) CONTRACT BUM TO DE CONTRACT E CONTRACT STORED CONTRACT CONTRACT STORED S. TOTAL EARNED LESS RETAINAGE (Line 3 less Line 5) CONTAL EARNED LESS RETAINAGE (Line 3 less Line 5) CONTACT CONTRACT STORED S. CONTRACT CONTRACT STORED S. CONTRACT CONTRACT STORED S. STORED S. CONTRACT STORED S. STOR	

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HUNT CONSTRUCTION GROUP, INC **INVOICE NO. 1287-10**

FEE CALCULATION

(1)

\$60,652,872.08	Total Completed & Stored to Date Less CM Fee
\$7,801,497.00	Less Ellerbe Design Fees
\$8,839,018.00	Less CCE Fee
\$44,012,357.08	Total Cost of Work to Date
\$479,365,733.00	Total Adjusted GMP
\$18,233,606.00	Less Design Builders Fee
\$13,595,198.00	Less Ellerbe Design Fees
\$8,839,018.00	Less CCE Fee
\$438,697,911.00	Total Adjusted Contract Amount
10.03%	Percent Complete
\$ 18,200,000.00	DESIGN BUILD FEE
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10,057	r erour comptou
\$ 1,825,914.55	Fee Earned
\$1,825,914.55	Construction Phase Fee Earned
\$1,573,154.98	
	Less Fee Earned Previously
\$ 252,759.57	Less Fee Earned Previously Fee for September 2010
\$ 252,759.57 \$ 1,825,914.55	·
	Fee for September 2010

(1) Amount equals AIA 703 Grand Total Column G minus CM Fee to date from AIA 703 Column G

LIEN WAIVER

				1287-009 Arena
Contractor:	Hunt Construct	tion Group, Inc	Date:	11/1/10
Trade:	Design / Build	er	Period Ending:	10/31/10
Project:	The Barclays C	Center Project	Contract Price:	\$475,755,507.00
			Net Extras &	
			Deductions:	(\$5,228,792.00)
Site:	600 Atlantic A	venue	Adjusted Contract Price:	\$470,526,715.00
	Kings County,	Block	Amount Paid to Date:	\$ 50,321,630.04
			Amount of Current	
			Payment:	\$ 6,224,937.55
STATE OF	NEW YORK)		
		SS .		
COUNTY C)F)		

MECHANIC'S LIEN WAIVER

THE UNDERSIGNED, as authorized representative of Contractor and on behalf of the Contractor, (1) acknowledges receipt of the amount set forth above as payments received to date, (2) to the extent of such payments, and the amount of the current payment set forth above, waives and releases any claim which it may now or hereafter have upon the land and improvements described above, (3) that the amount of payments received to the date of this waiver, plus the amount of the current payment, represents the current amount due in accordance with Contractor's Agreement for work completed, and (4) warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has the right to execute this waiver and release. The Contractor represents that the adjusted Contract Price set forth above is inclusive of all additional work performed or additional costs incurred under the Agreement as of the date of this Lien Waiver.

In consideration and to the extent of the amounts and sums previously received and the Current Payment, Contractor hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever, in equity or law, arising out of, through or under the above mentioned Agreement and the performance of Work pursuant thereto, up to and including the date of this Lien Waiver.

THE UNDERSIGNED Contractor further warrants that, to the extent of payments received through last month's Application for Payment: (1) all workmen employed by it or its subcontractors on this Project have been fully paid, (2) all materialmen from whom the undersigned or its subcontractors purchased materials used in the Project have been paid for materials delivered, and (3) none of such workmen and materialmen has any claim or demand or right of lien against the land and improvements described above. In addition, the undersigned stipulates that he is an authorized officer with full power to execute this Lien Waiver on Contractor's behalf.

THE UNDERSIGNED agrees that the Owner of the Project, and any Lender, title insurer, or other entity may rely upon this Lien Waiver.

WITNESS the signature and seal of the undersigned as of this 3th day of November, 2010.

Hunt Construction Group, Inc. By: Name: H. Mark Gladden Title: Project Executive Sworn to before me this 05 day of 2010. GEORGE RICHTER NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES DEC. 9, 20 / 1

APPLICATION AND CERTIFICATE FOR PAYMENT	TE FOR PAYME	IN				Distribution to:
TO (Owner): Brooldyn Events Center LLC do Forest City Retner Companies 1 Metrotech Center Brooklyn, NY 11201	8	Project: BARCLAYS CENTER at ATLANTIC YARDS Brooklyn, NY	APPLIC	844	×	CONNECT ARCHITECT CONTRACTOR CONTRACTOR
FROM (CONTRACTOR): Johin Clvetta & Sons, Inc. 1123 Bronx River Avenue Bronx, NY 10472	VIA (ARCHITECT):	HTTECT);	50X4	PROJECT NO: XXXX		
CONTRACT FOR: General Contractor			CONT	CONTRACT DATE:		
CONTRACTOR'S APPLICATION FOR PAYMENT	I FOR PAYMEN	F	Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet is attached.	nnsction with the Contract.		
GE ORDER S	\$2 8 8 \$2 8 8	DEDUCTIONS	1. ORIGINAL CONTRACT SUM. 2. Net change by Change Orders. 3. CONTRACT SUM TO DATE (Line 1+2)	ORIGINAL CONTRACT SUM		50,581,000 1,825,000 52,406,000
Approved this Month Number 2 0ate Approved 1-0/27/2010	1,425,000.00		 TOTAL COMPLETED & STORED TO DATI (Column H on FC Summary) RETAINAGE: a. 10 % of Completed Work (Column E+F on FC Summary) b. 10 % of Stored Material (Column G on FC Summary) 	TOTAL COMPLETED & STORED TO DATE	•••	6,043,747
TOTALS Net change by Change Orders	1,825,000.00 1,825,000.00	0.00	Total Retainage (Line 5a + 5b or Total in Column I of FC Summary)		69	673,800
The undersigned Contractor certifies that to the best of the Contractor's knowledge, Momention and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all annumb have been paid by the Contractor for Work for which previous Centificates for Payment were lissued and payments received from the Owner, and that current peyment shown herein is now due.	s best of the Combactor, s Application for Payme cuments, that all amoun dous Centificates for Pr et, and that current pey	s knowledge, snt has been ta have been ayment wers iment shown	6. TOTAL EARNED LESS RETAINAGE (Line 4 lass Line 5 Total) 7. (Line 4 lass Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	JR PAYMENT	w w w w	5,400,947 2,931,047 2,538,900 46,936,053
CONTRACTOR: John Civetta & Sons, Inc. By: Aphonized Signadue SEC RASTINGY.		10/27/10 DATE	State of . New York Subscribed and sworn to before me this Notary Public: http://htm. My Commission expired	County eff. New York cooom 27, 2010 STEFAME GATT Notary Public, Stable of New York New York County Commission Expires May 24, 2	rorx STEFANE GATT Public, State of New York to, OCOARC22310 to Differe New York, Courty on Expires New 24, 2	
ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect carifiles to the Dest of the Architect knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	/ NYMENT ised on on-sita observat idect cartifies to the Own idect device the Work has ; or whith the Contract Do OUNT CERTIFIED.	hons and the new that to the progressed as cuments, and	AMOUNT CERTIFIED	ied differs from the amount applied for.)	160/11	2010

ATTACHMENT 4

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MECHANIC'S LIEN WAIVER

John Civetta & Sons, Inc.	Date:	\$10/27/2010
General Construction	Period Ending:	\$10/31/2010
Atlantic Yards - Transit Improvements	Contract Price:	\$50,581,000.00
Atlantic Rail Yards, LLC	Net Extras & Deductions:	\$182,500.00
Kings County Tax Blocks 1118, 1119 and	Adjusted Contract Price:	\$52,406,000
	Amount Paid to Date:	\$763,830.00
Pacific Street, between Flatbush Avenue and 6 th Avenue.	Amount of Current Payment:	\$2,538,900.00
	General Construction Atlantic Yards – Transit Improvements Atlantic Rail Yards, LLC Kings County Tax Blocks 1118, 1119 and 1127, and the beds of 5 th Avenue, between Flatbush Avenue and Atlantic Avenue, and Pacific Street, between Flatbush Avenue and	General ConstructionPeriod Ending:Atlantic Yards - Transit ImprovementsContract Price:Atlantic Rail Yards, LLCNet Extras & Deductions:Kings County Tax Blocks 1118, 1119 and 1127, and the beds of 5th Avenue, between Flatbush Avenue and Atlantic Avenue, and Pacific Street, between Flatbush Avenue andAdjusted Contract Price:Amount Paid to Date: Amount of Current Payment:Amount of Current Payment:

STATE OF NEW YORK

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COUNTY OF Bronx

THE UNDERSIGNED, as authorized representative of Contractor, (1) acknowledges receipt of payments equal to the sum described above as "Amount Paid to Date", (2) to the extent of such payments, and the sum set forth above as the "Amount of Current Payment", waives and releases any claim which it may now or hereafter have upon the land and improvements located at the "Site" described above, (3) that the "Amount Paid to Date", plus the "Amount of Current Payment", represents the current amount due in accordance with Contractor's Agreement for work completed, and (4) warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has the right to execute this waiver and release. The Contractor represents that the adjusted Contract Price set forth above is inclusive of all additional work performed or additional costs incurred under the Agreement as of the date of this Lien Waiver.

In consideration of the amounts and sums previously received and the Current Payment, Contractor hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever, in equity or law, arising out of, through or under the above mentioned Agreement and the performance of Work pursuant thereto, up to and including the date of this Lien Waiver.

THE UNDERSIGNED Contractor further warrants that (1) all workmen employed by it or its subcontractors on this Project have been fully paid to the date hereof, (2) all materialmen from whom the undersigned or its subcontractors purchased materials used in the Project have been paid for materials delivered on or prior to the date hereof, (3) none of such workmen and materialmen has any claim or demand or right of lien against the land and improvements described above, and (4) stipulates that he is an authorized officer with full power to execute this Lien Waiver.

THE UNDERSIGNED agrees that the "Owner" described above, the Brooklyn Arena Local Development Corporation, the New York State Urban Development Corporation d/b/a Empire State Development Corporation, and any title insurer or other entity may rely upon this Lien Waiver.

WITNESS the signature and seal of the undersigned as of this 5th day of November, 2010.

JOHN CIVETTA & SONS, INC By:

Name: John Civetta Jr. Title: Secretary

Sworn to before me this <u>5th</u> day of <u>November</u> 2010.

Notary Public

STEFANIE GATTI Notary Public, State of New York No. 02GAezzz310 Qualited in New York County 0/17 Coronalization, Explores May 24, 2...0/17

REQUISITION FOR PAYMENT

TO: The Bank of New York Mellon, a New York banking corporation, as Bond Trustee under the PILOT Indenture described below (the "Bond Trustee").

FROM: Merritt & Harris ("Construction Monitor").

RE: Master PILOT Indenture of Trust, between Brooklyn Arena Local Development Corporation (the "Agency") and the Bond Trustee, dated as of December 1, 2009 (the "<u>PILOT Indenture</u>"), with respect to the financing of a project (the "<u>Project</u>") as defined in the PILOT Indenture.

REQUISITION NO.: 7

AMOUNT OF DRAW REQUESTED: \$ 12,057,968.95

DATE: <u>November 19</u>, <u>2010</u>.

This Requisition for Payment (this "<u>Requisition</u>") is submitted by the Construction Monitor to the Bond Trustee pursuant to the requirements of Section 4.02 and Section 5.02(c) of the PILOT Indenture in order to induce the Bond Trustee to approve the requested disbursement of funds (a "<u>Bond Proceeds Draw</u>") from the Senior PILOT Bonds Construction and Acquisition Account of the PILOT Bonds Project Fund established under the PILOT Indenture and pursuant to the requirements of Section 2.13 of the First Supplemental PILOT Indenture in order to induce the Bond Trustee to approve the requested disbursement of funds (a "<u>Additional Rent Draw</u>") from the Series 2009 Additional Rent Account of the PILOT Bonds Project Fund established under the First Supplemental PILOT Indenture. All capitalized terms used herein which are not otherwise specifically defined shall have the same meanings herein as in the PILOT Indenture and the First Supplemental PILOT Indenture.

(a) The Construction Monitor hereby requests that the Bond Trustee approve a Draw for \$ 12,057,968.95. \$ 12,057,968.95 of the Draw will be an Additional Rent Draw and \$ 0.00 of the Draw will be a Bond Proceeds Draw. Details of the requested Draw are set forth on Exhibit A attached hereto.

(b) The Draw of \$ 12,057,968.95 requested hereby, when added to all prior Draws in the aggregate amount of \$ 58,464,373.27, will result in aggregate Draws of \$ 70,522,342.22. The Additional Rent Draw of \$ 12,057,968.95 requested hereby, when added to all prior Additional Rent Draws in the aggregate amount of \$ 58,464,373.27, will result in aggregate Additional Rent Draws of \$ 58,464,373.27. The Bond Proceeds Draw of \$ 0.00 requested hereby, when added to all prior Bond Proceeds Draws in the aggregate amount of \$ $_0.00$ requested hereby, when added to all prior Bond Proceeds Draws in the aggregate amount of \$ $_0.00$.

(c) The Construction Monitor hereby certifies that:

(i) Each of the Construction Agreements, or substitute construction agreements (including, but not limited to, the Guaranty to the Arena Lease Agreement (the "Guaranty") to the extent the Guarantor is performing Guaranteed Work pursuant to the Guaranty), is in full force and effect on the date hereof and have not been modified or amended, except as permitted by the terms thereof. Except for notices, if any, relating to matters which have been cured or waived, or except as may be stated on **Exhibit B** attached hereto, the Construction Monitor has no knowledge of receipt by the Company nor has the Construction Monitor received any notice of default from a Contractor under the Construction Agreements or such substitute construction agreement.

(ii) Except as may be stated on <u>Exhibit B</u> attached hereto, construction of the Project has been performed to date substantially in accordance with the requirements of the Construction Agreements or substitute construction agreements (including, but not limited to, the Guaranty).

(iii) Except as may be stated on <u>Exhibit C</u> attached hereto, all permits required to construct the Project at this stage of construction have been issued and are in full force and effect, and the Construction Monitor has no notice or knowledge as of the date hereof of any actions pending to revoke any of such permits.

(iv) This Requisition is for costs that constitute Project Costs and that have not been the basis of any prior Requisition for Payment from the PILOT Bonds Project Fund, including without limitation the Series 2009 Additional Rent Account therein. This Requisition contains no items representing payment on account of any amounts not yet required or otherwise not permitted to be paid as of the date hereof.

(v) To the best of the Construction Monitor's knowledge, except as may be stated in <u>Exhibit D</u> attached hereto, (a) construction of the Project is proceeding on Schedule and (b) Substantial Completion of the Project will occur by the Scheduled Completion Date.

(vi) To the best of the Construction Monitor's knowledge, the Construction Monitor has no reason to believe that the funds needed to achieve Substantial Completion of the Project will exceed the amounts available under the PILOT Indenture.

(vii) To the best of the Construction Monitor's knowledge, the Construction Monitor has no reason to believe that the funds needed to achieve Substantial Completion of the Infrastructure Improvements will exceed the amounts available under the Trust Agreement.

(viii) The proceeds of all prior Draws have been expended solely for the purposes for which they were requisitioned.

(ix) No event or discovery has occurred which would give rise to the right of the Company to terminate the Lease Agreement in accordance with the provisions of

Section <u>16.2(a)</u> thereof and no Hazardous Materials notice has been delivered in accordance with such Section.

(x) The items of cost set forth on **Exhibit A** attached hereto are correct and proper under Section 5.02(c) of this Master PILOT Indenture and each such item has been properly paid or incurred as an item of Project Cost.

(xi) Except as otherwise permitted in the Tax Certificate, no item of cost set forth on Exhibit A attached hereto was incurred or paid prior to <u>NA</u>.

(xii) The payees and amounts stated in <u>Exhibit A</u> attached hereto are true and correct and each item of cost so stated is due and owing.

(xiii) It has no knowledge of any vendor's lien, mechanic's lien or security interest which should be satisfied or discharged before the payment herein requested is made or which will not be discharged by such payment.

(xiv) Each item of cost set forth in <u>Exhibit A</u> attached hereto is consistent in all material respects with the Tax Certificate.

(xv) To the extent a payment herein requested is a reimbursement to the Company for costs or expenses of the Company incurred by reason of work performed or supervised by officers or employees of the Company, such officers or employees were specifically employed for such purpose and the amount to be paid does not exceed the actual cost thereof to the Company and such costs or expenses will be treated by the Company on its books as a capital expenditure in conformity with generally accepted accounting principles applied on a consistent basis.

(xx) Each item of cost for which payment is herein requested is chargeable to the capital account of the Project for Federal income tax purposes, or would be so chargeable either with an election by the Company or but for the election of the Company to deduct the amount of such item.

(xxi) (A) No Default or Event of Default has occurred and is continuing under the Bond Documents or the Lease Documents nor any condition, event or act which, with notice or lapse of time or both would constitute such a Default or Event of Default or (B) the Guarantor is performing Guaranteed Work pursuant to the Guaranty.

(xxii) Each condition precedent to the PILOT Bond Trustee's obligation to approve the requested Draw, including all applicable conditions in Section 5.02(c) of the PILOT Indenture and Section 2.13 of the First Supplemental, has been satisfied.

(xxiii) There have been no material Change Orders other than those permitted by the Construction Management Agreement.

(xxiv) Attached is a tru e and complete copy of the approved Project Budget. Moneys and/or Additional Rent Account Credit Facilities on deposit in the PILOT Bonds Project Fund, including the Series 2009 Additional Rent Account therein, are sufficient to pay the amounts set forth in the approved Project Budget attached as **Exhibit E** hereto.

(xxv) This Requisition constitutes the representation and warranty that the information set forth in this. Requisition is true, accurate and complete in all material respects.

(xxvi) The Construction Monitor has been provided with and approved (a) a complete schedule of bills or invoices supporting such requisition (stamped "paid" if reimbursement is to be made to the Company) or other evidence reasonably satisfactory to the PILOT Bond Trustee including evidence that the bill, invoice or other evidence was not incurred or paid on a date prior to <u>NA</u>, 2009 except as otherwise provided by the Tax Certificate and (b) a partial waiver of lien from any contractor which is being paid from any disbursement.

This Requisition and the accompanying supporting documentation are submitted to the Bond Trustee for the purpose of inducing the PILOT Bond Trustee to approve the Draw, and the Construction Monitor intends that the PILOT Bond Trustee shall be entitled to rely upon each of the same as being true, accurate and complete in all material respects.

(d) If this Requisition is approved for payment and all other conditions precedent to the PILOT Bond Trustee's obligation to make the Draw are satisfied, please disburse the Draw on _____ 20_, as follows:

(i) <u>§ 12,057,968.95</u> by wire transfer to:

Bank Name:	JPMorgan Chase Bank
ABA #	021000021
Account Name:	Brooklyn Events Center, LLC
Account Number:	837 489 632

IN WITNESS WHEREOF, the Construction Monitor has caused this Requisition to be duly executed as of Nov. 2010.

MEREITT & HARRENS, INC. As Construction Monitor

JAMES G. Cockinos, AIA SEANOR ASSOCIATE Name Title:

ACKNOWLEDGED BY:

THE BANK OF NEW YORK MELLON

Ву			
Name:			
Title: _			

BROO	KLYN EVENTŞ CENTER, LLC
	Nhall
Ву	RICERT
Name:	
Title:	

<u>Exhibit A to Requisition for Payment</u> Details of the requested Draw:

SEE ATTACHED

Exhibit B to Requisition for Payment Description of notices from the Contractor: None

Description of variances:

<u>Exhibit C to Requisition for Payment</u> Description of actions pending to revoke permits: None

<u>Exhibit D to Reguisition for Payment</u> Description of construction delays and/or cost overruns: None

Exhibit E to Requisition for Payment*

Copy of Approved Budget

SEE ATTACHED

SCHEDULE A TO REQUISITION NO. 7

Amount

Payee (with address)

Purpose

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Receipt is hereby acknowledged of a payment in the amount of <u>\$ 58,464,373.27</u> in connection with the submission of the attached Requisition.

BROOKLYN EVENTS CENTER LLC] By

Name: Title:

Date: _____

SUMMARY
ORDER
CHANGE
OWNER

											1287-02		48K to Demo	1287-03							\$4,492 to Demo			1287-03				(\$5,240) to Demo										
As Budgeted on OPA	475,755,507.00		(895,700.00)		(1,770,921.00)	(220,000.00)	57,316.00	(29,500.00)	2,928.00	249,994.00	226,372.00 12		554,780.00 48		(53,162.00)	(1,066,100.00)	•	(153,200.00)	(20,916.00)		51,918.00 \$4	75,000.00		323,255.00 12			(435,000.00)	(131,000.00) (\$5	(455,625.00)	(5,000.00)	(79,888.00)	•	(279,000.00)					
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Cumulative Total	475,755,507.00	475,755,507,00	474,859,807.00	474,859,807.00	473,088,886.00	472,868,886.00	472,926,202.00	472,896,702.00	472,899,630.00	473,149,624.00	473,375,996.00	473,375,996.00	473,930,776.00	481,677,726.00	481,624,564.00	480,558,464.00	480,558,464.00	480,405,264.00	480,384,348.00		480,436,266.00	480,511,266.00	480,511,266.00	480,834,521.00		480,834,521.00	480,399,521.00	480,268,521.00	479,812,896.00	479,807,896.00	479,728,008.00	479,728,008.00	479,449,008.00					
Cum	4	49	- 69	69	\$	\$	••	\$	\$	\$	\$	↔	ь	ŝ	6 7)	\$	\$	\$	••		↔	63	€A	69		69	49	47	\$	ŝ	↔	¢,	\$					
Chanoe Order Value		ı	(895,700.00)	•	(1,770,921.00)	(220,000.00)	57,316.00	(29,500.00)	2,928.00	249,994.00	226,372.00	•	554,780.00	7,746,950.00	(53,162.00)	(1,066,100.00)	\$0.00	(153,200.00)	(20,916.00)		51,918.00	75,000.00	•	323,255.00		•	(435,000.00)	(131,000.00)	(455,625.00)	(2,000.00)	(79,888.00)	•	(279,000.00)					
Char		\$	-	-	\$	\$	\$	\$	\$	\$	\$	\$	*	\$	69	67		47	47		₩	\$9	₩	\$		↔	64	↔	69	69	6 9	69	49				•	•
Total Previous Chance Orders		0	•	(895,700.00)	(895,700.00)	(2,666,621.00)	(2,886,621.00)	(2,829,305.00)	(2,858,805.00)	(2,855,877.00)	(2,605,883.00)	(2,379,511.00)	(2,379,511.00)	(1,824,731.00)	5,922,219.00	5,869,057.00	4,802,957.00	4,802,957.00	4,649,757.00		4,628,841.00	4,680,759.00	4,755,759.00	4,755,759.00		5,079,014.00	5,079,014.00	4,644,014.00	4,513,014.00	4,057,389.00	4,052,389.00	3,972,501.00	3,972,501.00					
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I	Original Contract Value less CCE	Budget Transfer (Low Voltage Scope from Division 17 to Division 15	Banker Steel OCIP Deduct	Budget Transfer	Laquila OCIP Deduct SCO #1	Almar OCIP Deduct	Design - On Grade Bus Ramp	Design - Wind/Falling Ice	Design - Sight line Study for Hockey		United Hoist - Fence @ Lot 21 Demo	Reassign Structural Precast to Banker	United Holist Ph 2 Upgrad	Laquita - Waste	Otis OCIP Deduct	A\$I OCIP Deduct	Separate CCE and GMP	H Mak Inc OCIP	American Stair OCI	GC's & Fee to Hunt for Fence Upgrad	Addition OCO 12	Con Ed Network Room Relocate	Reconcilitation of prevolus OCO 1 thru 20	Super Haz Material Trucking	Budget Transfer Façade Allowance to AS	for Signage	Ē		OCIP Deduct EJ/Ermco			Site	Commodore OCIP Deduct				Partial Sentember Reconciliation	
		-	~	ო	4	ŝ	9	~	ŝ	6	우	÷	2	13	14	15	1 6	17	18		19	8	3	ង		33	24	25	26	27	28	39	8	3	38	3 2	35	

10/28/2010

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479,449,008.00

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4,644,014.00

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FOREST CITYRATNER

Change Order

Ownership: Change Order No: To:	Atlantic Rail Yards, LLC 2000-00001878-0001 John Civetta and Sons, Inc 1123 Bronx River Avenue Bronx, NY 10472
Title:	Civetta- Payment and Performance Bond
Description:	The purpose of this Change Order is to reimburse Contractor for payment and performance bonds procured by Contractor and its Subcontractors under Article 12 of the Agreement, as modified herein, and any sums not actually expended shall be credited to Owner. Atticle 12 shall be modified to include the following sentences at the end of the paragraph: "Contractor shall, if required by its surety as a condition of the foregoing bonds, require payment and performance bonds from each of its first tier Subcontractors, with penalty amounts equal to the subcontract price, and Owner named as an additional obliges. The cost of such Subcontractor payment and performance bonds shall be reimbursed at cost (without any overhead, profit or other mark-up), provided that Contractor furnishes its Subcontractor's surety's original involces and proof of payment

When paid by the Owner the compensation specified in this Change Order shall constitute full payment for additional work covered thereby and for any delay, disruption, cost, or expense occasioned by reason of such change and shall release Owner from any further liability. All other terms and conditions of the contract are unchanged. This document constitutes Owner's direction to Vendor to proceed.

	Change Order Total Amount:	\$400,000.00
The Original Contract Amount	· · · ·	\$50,581,000.00
Previously Approved Changes		\$0.00
Contract Sum prior to this Char	ige Order	\$50,581,000.00
The Amount of this Change Ord	ier	\$400,000.00
Total		\$50,981,000.00

Signature: John Civetta and Sons, Inc. Accepted: 10/ A/10 By: John Civetta and Sons, Inc. Co Date Print Atlantic Rail Yards, LLC Accepted: GROGOPH LOWE By: Print Accepted: . By: Ślgn Date Print 2

THE AMERICAN INSTITUTE OF ARCHITECTS

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Bond No. 0132185

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR: John Civetta & Sons, Inc. 1123 Bronx River Avenue Bronx, NY 10472	SURETY: Berkley Regional Insurance Company 60 East 42 nd St., Ste #1524 New York, NY 10165
OWNER: Atlantic Rail Yards, LLC c/o Forest City Ratner Companies LLC One MetroTech Center, Brooklyn, NY 11201	
 CONSTRUCTION CONTRACT Date: July 6th, 2010 Amount: Fifty Million Five Hundred Eighty One Thousau Description (Name and Location): Brooklyn Arena/Atlant Connection Work BOND Date: August 19th, 2010 Amount: Fifty Million Five Hundred Eighty One Thousan Modifications to this Bond: See Page 3 	ic Yards - NYC Transit Authority Subway Entrance and
CONTRACTOR John Civetta & Sons, Inc. Company:(Corporate Seal)	SURETY Berkley Regional Insurance Company:
Signature: John & Jath Name and Title JOHN G. GATYI, TREASURGE	Signature: Mus Mus Signature: Mus Maiolo, Attorney-in-Fact
(Any additional signatures appear on page 3)	
(FOR INFORMATION ONLY - Name, Address and Telepho	
	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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P.O.Box 298

845-279-6600

Croton Falls, NY. 10519

1 The Contractor and the Surety, jointly and severally, blnd themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price Incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be llable to the Owner and, as soon, as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny llability In whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Contractor under the Owner to the Surety shall not be greater than those of the Owner of the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations,

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are vold or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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.: 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this 80nd has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this 80nd conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this 80nd shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor walved, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

See attached Multiple Obligee Rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company:

(Corporate Seal)

SURETY Company:

(Corporate Seal)

Signature: Name and Title: Address: Signature: _____ Name and Title: Address:

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BERKLEY REGIONAL INSURANCE COMPANY

MULTIPLE OBLIGEE RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO. 0132185

Issued by <u>BERKLEY REGIONAL INSURANCE COMPANY</u> a corporation, as Surety, on the <u>19th</u> day of <u>August A.D., 2010</u> on behalf of <u>John Civetta & Sons, Inc.</u>, as Principal in favor of <u>Atlantic Rail Yards, LLC c/o Forest City Ratner Companies LLC</u>, as obligee

WHEREAS, upon the written request of the Principal and Obligee the attached bond(s) is (are) hereby amended to add <u>New York City Transit Authority and Brooklyn Arena Local Development</u> <u>Corp c/o Urban Development Corp d/b/a Empire State Development Corp</u>, as additional Obligees.

It is hereby understood and agreed that the above described bond(s) is (are) hereby amended to include the following:

Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or any of them, unless the Obligees, or any of them, shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner herein set forth.

In no event shall the liability of the Principal and the Surety to the Obligees, or any of them, in the aggregate, exceed the penal sum stated in the attached bond.

IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above-described bond(s) except as hereinbefore set forth.

Signed, sealed and dated the 19th day of August, A.D., 2010

John Civetta & Şons, Inc.

Principal REAWIER

Berkley Regional Insurance Company

Bruno J. Majolo Attorney-in-Fact

STATE OF NEW YORK NOTARIAL ACKNOWLEDGMENT

STATE OF NEW	V YORK	}
		} ss.:
COUNTY OF	New York	}

.

On the 19th day of August in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared _ John G. Gatti personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MARY ROMANO Notary Public, State of New York Main Ramano	
Qualified In Kings County Commission Explose Oct. 17,20/0 Notary Public	

STATE OF NEW YORK

} ss.: COUNTY OF

On the _____ day of ______ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK

COUNTY OF New York

On the 19th day of August in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Bruno J Maiolo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

} ss.:

MARY ROMANO Notary Public, State of New York No. 24-4943087 Qualified In Kings County Commission Expires Oct. 17, 2010

Man Romano Notary Public

EXHIBIT A

Hunt Construction Inventory of Stored Material

Contractor Name

SUMMARY OF MATERIALS IN STORAGE- REQUISITION NO. 1287-010 October 2010

GENERAL CONTRACTOR Hunt Construction Group, Inc.

PROJECT NAME

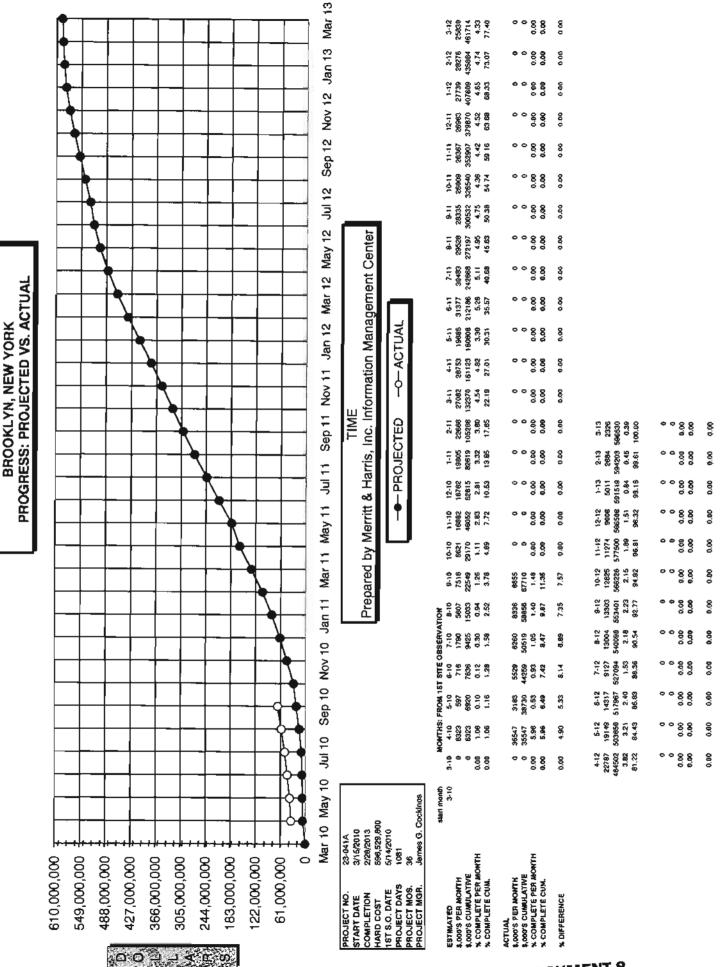
Barclays Center Arena Brooklyn, NY

MATERIALS LOCATED AT : Various

Various Subcontractors Listed

Description of Material	Quantity	Unit Price	Previouly Stored	Value Withdrawn	Value Added	Presently in Storage	Amount of this Requistion
4							
Bankers Steel Co			\$ 4,048,950.00	\$ 269,000.00	\$ 1,111,000.00	\$ 4,890,950.00	\$ 842,000.00
ASI Limited			\$ 1,690,734.00	\$ 304,300.00	\$ 949,216.00	\$ 2,335,650.00	\$ 949,216.00
ASM Mechanical			,	' \$	\$ 594,000.00	\$ 594,000.00	\$ 594,000.00
Totals	_		\$ 5,739,684.00	\$ 573,300.00	\$ 2,654,216.00	\$ 7,820,600.00	\$ 2,385,216.00

SF 364



BARCLAYS CENTER & TRANSIT CONNECTION

*** NETS ARENA**

ATTACHMENT 8



1. Interior footing formwork and reinforcing



2. Walers and steel bracing along Flatbush Avenue



3. Retention tank concrete wall



4. Formwork and reinforcing at foundation wall along Flatbush Avenue



5. Soil berm along retaining wall



6. Reinforcing for grade beam concrete pour



7. Excavated area at Transit Connection



8. Test pile at Transit Connection