

FIRST AMENDMENT TO  
OFFICE LEASE AGREEMENT  
BETWEEN

AVONDALE CORPORATE CENTER I, L.L.C.,

AS LANDLORD,

AND

PHOENIX SPEEDWAY CORP.,

AS TENANT,

DATED

September 17, 2005

## FIRST AMENDMENT TO OFFICE LEASE AGREEMENT

This First Amendment to Office Lease Agreement (the "First Amendment") is dated as of September \_\_, 2005 between Avondale Corporate Center I, L.L.C. ("Landlord") and Phoenix Speedway Corp. ("Tenant").

### RECITALS:

A. By that certain Office Lease Agreement dated December 16, 2003 (the "Lease") between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, the premises described as Suite 200 (the "Original Premises"), in the building (the "Building") located at 125 S. Avondale Blvd., Suite 200, Avondale, Arizona 85323.

B. The Original Premises consist of 12,904 Rentable Square Feet, and the Building consists of 31,028 Rentable Square Feet, as determined by BOMA Guidelines in accordance with the Basic Lease Information of the Lease.

C. The Commencement Date of the Lease was September 1, 2004, and Term of the Lease is scheduled to expire as of August 31, 2019.

D. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Lease.

E. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

### FIRST AMENDMENT:

1. Expansion Space. Tenant and Landlord agree that on the Expansion Space Commencement Date (as defined below), Landlord shall lease to Tenant, and Tenant shall lease from Landlord, an additional 2,626 Rentable Square Feet of space located on the second floor of the Building and adjacent to the Original Premises and further described on **Exhibit A** hereto (the "Expansion Space"). Accordingly, as of the Expansion Space Commencement Date, any reference in this First Amendment and the Original Lease to the "Premises" shall constitute a reference to the Original Premises and the Expansion Space, collectively. Landlord and Tenant acknowledge and agree that, from and after the Expansion Space Commencement Date, the Premises shall contain 15,530 Rentable Square Feet.

2. Expansion Space Commencement Date. The Expansion Space shall become subject to all of the terms and conditions of the Lease and part of the Premises on the "Expansion Space Commencement Date," which term shall mean the earliest of (a) the date on which Tenant occupies any portion of the Expansion Space and begins conducting business therein; or (b) the date on which the Expansion Space Work (as defined in **Exhibit B** hereto) is

Substantially Completed (as defined in **Exhibit B** hereto) and a Certificate of Occupancy for the Expansion Space is issued by the City of Avondale. The Expansion Space Term shall commence on the Expansion Space Commencement Date and shall continue and be coterminous with the existing Term of the Lease.

3. Rent for Expansion Space. The Base Rent payable for the Expansion Space shall be calculated using the same Annual Base Rent Per Rentable Square Foot as is payable for the Original Premises under the Lease. Accordingly, the following Base Rent shall apply to the Expansion Space:

<b>Lease Month</b>	<b>Annual Base Rent Per Rentable Square Foot (not including Rent Tax)</b>
Expansion Space Commencement Date – 8/31/2007	\$20.25
9/1/2007 – 8/31/2010	\$21.25
9/1/2010 – 8/31/2013	\$22.25
9/1/2013 – 8/31/2016	\$24.25
9/1/2016 – 8/31/2019	\$25.25

As used herein, the term “**Expansion Space Lease Month**” shall mean each calendar month commencing with the Expansion Space Commencement Date and continuing through the Term (and if the Expansion Space Commencement Date does not occur on the first (1st) day of a calendar month, the period from the Expansion Space Commencement Date to the first (1st) day of the next calendar month shall be included in the first (1st) Expansion Space Lease Month for purposes of determining the monthly Base Rent rate applicable for such partial month).

In addition to Base Rent for the Expansion Space, Tenant shall be responsible to pay with respect to the Expansion Space the Additional Rent and all other sums that Tenant owes to Landlord or are otherwise required to be paid under the Lease with respect to the Premises. The “**Base Year**” for the Expansion Space shall be calendar year 2004; provided, however, that commencing on September 1, 2011 (the 85th Lease Month of the Term of the Lease following the Commencement Date), the “Base Year” shall be calendar year 2011.

4. Expansion Space Improvements. Landlord shall provide Tenant with a “turn-key” buildout of the Expansion Space commensurate in scope and cost with the existing tenant improvements for the Premises. The Expansion Space tenant improvements are more fully described on **Exhibit B** hereto.

5. Additional Parking. In addition to Tenant’s parking rights set forth in Section 28 of the Lease, Landlord shall provide to Tenant two (2) additional covered, reserved parking spaces designated for Tenant’s exclusive use at no cost to Tenant from the Expansion Space Commencement Date and continuing through the Term of the Lease (and any extension thereof) as depicted on **Exhibit C** hereto.

6. Right to Terminate; Option to Extend Term; Right to Purchase. Sections 30, 31, and 32 of the Lease shall continue to be in full force and effect as set forth in said Sections of the Lease, and shall apply to the Expansion Space. For purposes of Section 30 of the Lease, the amount payable by Tenant in connection with the Expansion Space shall be 8/15 of the unamortized tenant improvement costs for the Expansion Space (for this calculation, tenant improvement costs shall not exceed \$23.70 per Rentable Square Foot), and 8/15 of the actual leasing commission payable by Landlord in connection with this First Amendment (for this calculation, the leasing commission payable by Landlord in connection with this First Amendment is \$26,161.53).

7. Brokerage. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this First Amendment, other than CORE Realty Partners, who represents Landlord, and who shall be compensated by Landlord under a separate agreement. Tenant shall indemnify, defend and hold Landlord harmless for, from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under Tenant. Landlord shall indemnify, defend and hold Tenant harmless for, from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under Landlord. The foregoing indemnities shall survive the expiration or earlier termination of the Lease.

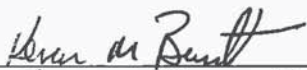
8. Effect of First Amendment. In the event of any inconsistencies between this First Amendment and the Lease, the terms of this First Amendment shall govern. Except as provided for herein, all other terms and conditions of the Lease shall remain unchanged and the parties hereby reaffirm the terms and conditions of such Lease. The First Amendment may only be varied by a document, in writing, of even or subsequent date hereof, executed by the parties hereto.

9. Counterparts. This First Amendment may be executed in counterparts and by facsimile transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same First Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment effective as of the date first written above.


LANDLORD:

AVONDALE CORPORATE CENTER I, L.L.C.,  
an Arizona limited liability company

By:   
Name: Kevin M. Burnett  
Title: VJ Controller, Summit Construction, Inc,  
its sole member

TENANT:

PHOENIX SPEEDWAY CORP.,  
a Delaware corporation

By:   
Name: Bryan Sperber  
Title: President

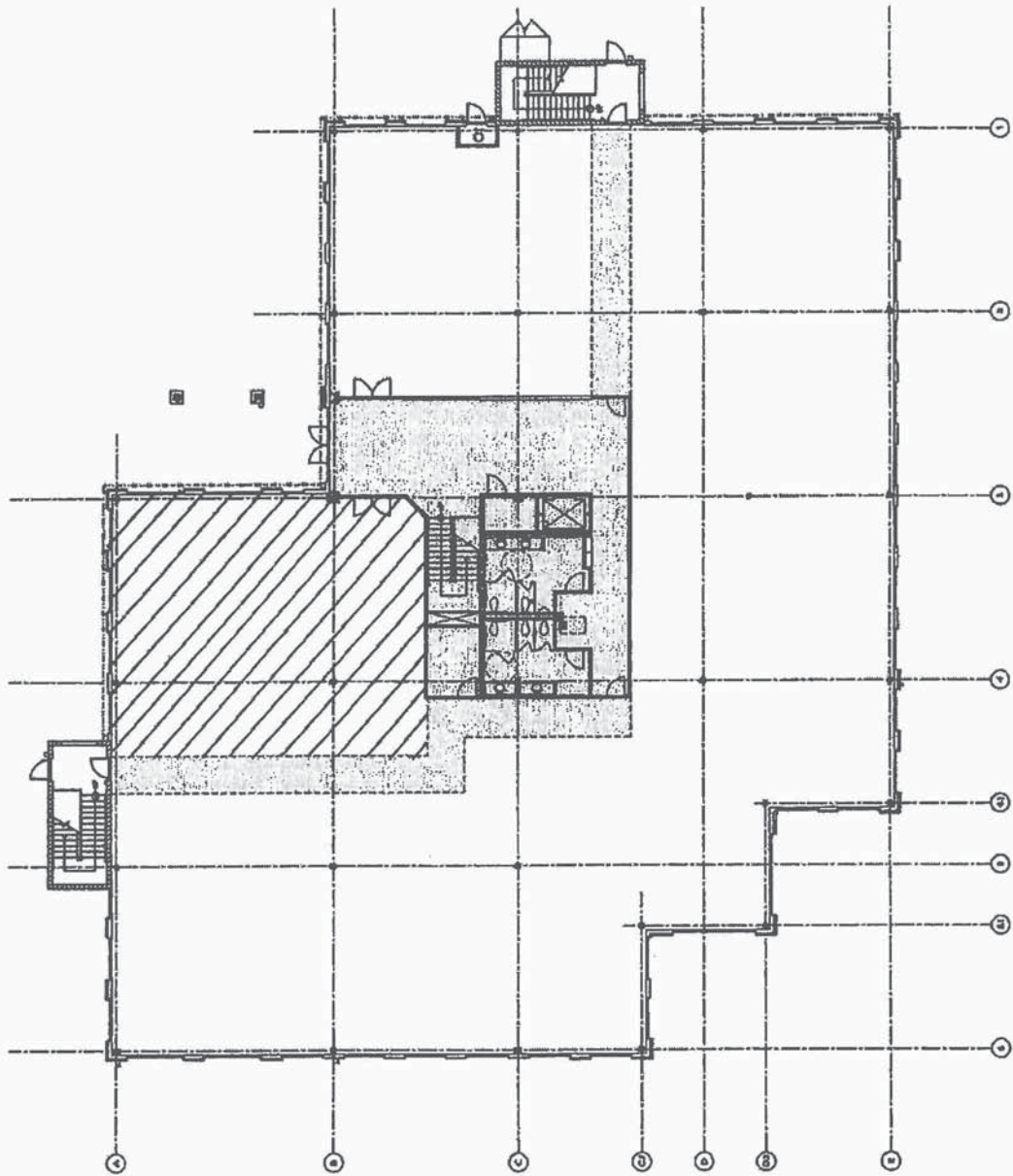
**EXHIBIT A**  
**To First Amendment**

DIAGRAM OF EXPANSION SPACE

See Attached

**EXHIBIT A**  
**To First Amendment**

**DIAGRAM OF EXPANSION SPACE**



**EXHIBIT B**  
**To First Amendment**

**EXPANSION SPACE TENANT IMPROVEMENTS**

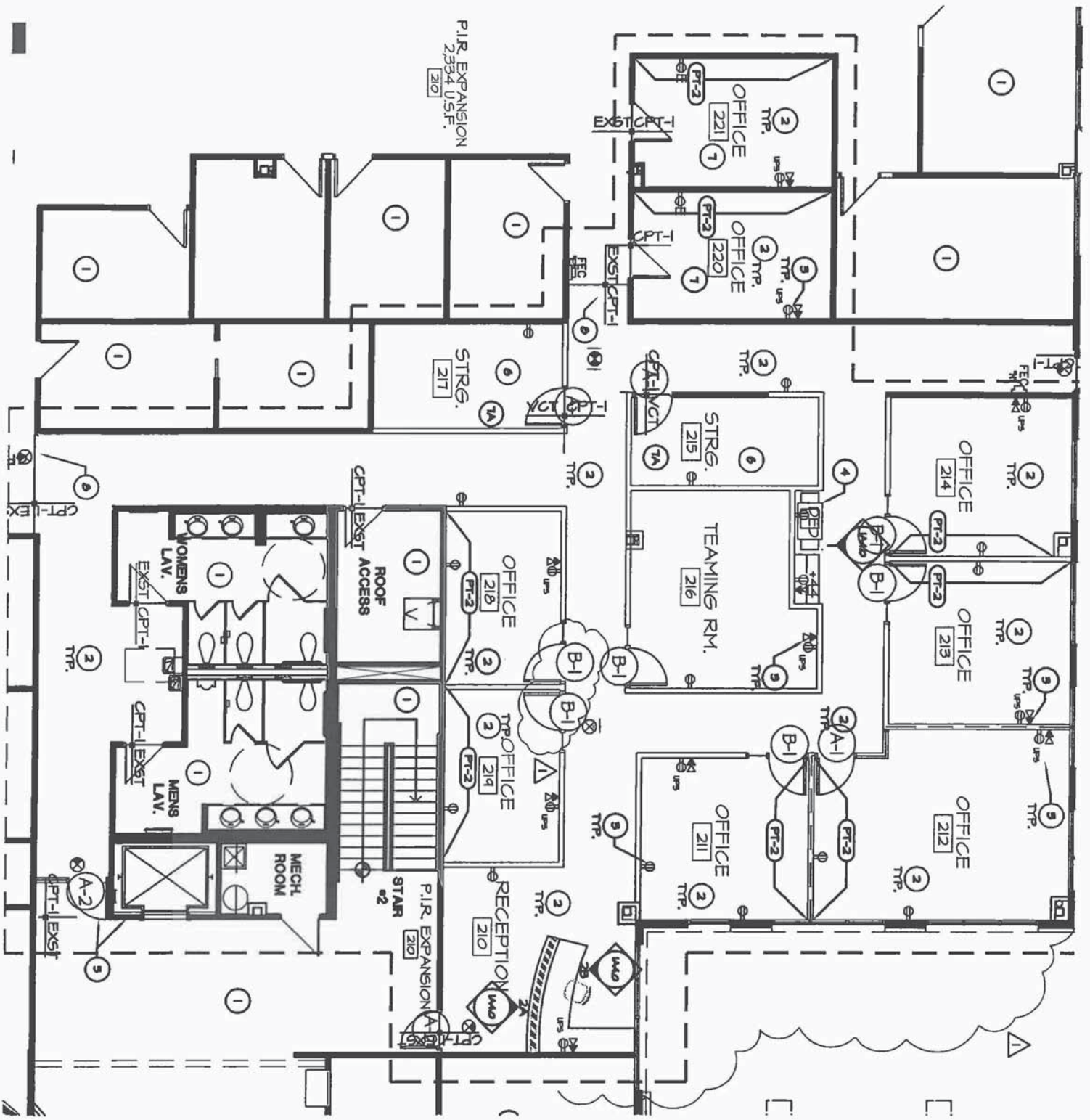
1. **Expansion Space Tenant Improvements.** Landlord will provide Expansion Space tenant improvements in substantial conformance with the Space Plan attached as **Exhibit B-1** hereto (the "Expansion Space Work").
2. **Substantial Completion.** "Substantially Completed" and any derivations thereof means the Expansion Space Work has been performed in substantial conformance with the Space Plan and Working Drawings, as reasonably determined by Landlord's architect (other than any details of construction, mechanical adjustment or other similar matter, the noncompletion of which does not materially interfere with Tenant's use or occupancy of the Expansion Space).
3. **Walk-Through; Punchlist.** When Landlord considers the Expansion Space Work to be Substantially Completed, Landlord will notify Tenant and within three (3) Business Days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Expansion Space and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Expansion Space Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall cause the contractor performing the Expansion Space Work to complete all punchlist items within thirty (30) days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items.
4. **Costs.** The cost of performing the Expansion Space Work (including preparation of the Space Plan and Working Drawings, costs of construction labor and materials, electrical usage during construction, related taxes and insurance costs) shall be paid by Landlord. A copy of the bid prepared by TICORE Construction Inc. (Revised September 15, 2005) and Budget Summary is attached as **Exhibit B-2** (the "Bid"), which Landlord represents to Tenant accurately reflects the anticipated cost of the Expansion Space Work. Landlord shall pay a maximum of \$23.70 per Rentable Square Foot based on the 2,626 Rentable Square Feet in the Expansion Space for the construction of the tenant improvements for the Expansion Space (the "Tenant Improvement Allowance"). As reflected on the Bid, the costs above the Tenant Improvement Allowance equal \$27,645.80 (\$89,882.00 less \$62,236.20). Tenant shall be obligated to pay such excess costs which actually exceed the Tenant Improvement Allowance, but in no event more than \$27,645.80 (or \$24,645.80 if Tenant chooses not to use the \$3,000.00 Allowance for the Reception (Base only) as set forth in Division 6 Rough & Finish Carpentry, Phase #6017a); any excess costs above \$27,645.80 (or \$24,685.80, as applicable) shall be the responsibility of Landlord. However, Tenant shall pay all additional costs for Tenant change orders that increase the scope of work as outlined on the attached Space Plan (**Exhibit B-1**). Any excess costs that Tenant is obligated to pay under this Section 4 shall be due and payable within thirty (30) days after Tenant's receipt of demand thereof from Landlord, together

with copies of invoices from TICORE Construction Inc. detailing such costs, but in no event shall such excess costs payable by Tenant be due before December 15, 2005.

**EXHIBIT B-1**  
To First Amendment

SPACE PLAN

See Attached



PIR EXPANSION  
2,334 USF.  
210

SCALE 3/32" = 1'-0"  
8.18.05  
SK-1A  
COORD. POWER AND ACCENT  
WALL RELOCATION, DOOR  
REVISION 8.31.05



51 w. 3rd street suite 115 tempe, az 85281  
telephone 480-921-0880 facsimile 480-921-1881

2ND FLOOR PLAN  
PIR EXPANSION  
AVONDALE CORPORATE  
125 S. AVONDALE BLVD. #210  
AVONDALE, ARIZONA  
23016.08

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**EXHIBIT B-2**

**PIR EXPANSION**

**BUDGET SUMMARY**

Revised September 15, 2005

<b>DIVISION</b>	<b>BUDGET</b>	<b>BUY-OUT</b>
1	\$21,303.00	\$13,903.00
2	1,613	1,613
3	0	0
4	0	0
5	0	0
6	5,900	3,000
7	2,900	793
8	11,610	8,597
9	33,451	24,442
10	200	200
11	0	0
12	0	0
13	0	0
14	0	0
15	21,150	10,304
16	17,550	16,657
<b>SUBTOTAL</b>	<b>115,677</b>	<b>79,509</b>
<b>INSURANCE (1.5%)</b>	<b>1,735</b>	<b>1,193</b>
<b>CONTRACTOR'S FEE (10%)</b>	<b>11,741</b>	<b>8,070</b>
<b>SUNDT Z /25 INSURANCE (1.25%)</b>	<b>1,614</b>	<b>1,110</b>
<b>TOTAL ESTIMATED GENERAL CONTRACTOR COSTS</b>	<b>\$130,767.00</b>	<b>\$89,882.00</b>

TICORE CONSTRUCTION INC.

AVONDALE CORP  
PIR EXPANSION

Revised September 15, 2005

DIVISION 1 GENERAL REQUIREMENTS

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
1100	Personnel					
1110	Project Manager	2	WKS	2150.00	4300*	
1120	Project Superintendent	9	WKS	2075.00	18675*	
1135	Project Coordinator	2	WKS	1150.00	2300*	
			Personnel Subtotal (.33)*	8,341		8341
1200	Facilities					
1205	Mobilization	1	LS	500.00	500*	
1210	Demobilization	1	LS	500.00	500*	
1221	Supplies - Office	2	MO	200.00	400*	
1222	Fax Machine					
1223	Copy Machine					
1225	Digital Camera					
1226	Jobsite Photographs	1	LS	50.00	50*	
1227	Cell Phone ( Supt.)	2	MO	75.00	150*	
1230	Temp. Phone/Fax service					
1235	Temp. Power monthly service					
1270	Potable drinking water/ice	2	MO	50.00	100*	
1280	Portable Toilets	2	MO	85.00	170*	
			Facilities Subtotal (.33)*	617		617
1300	Safety					
1310	First Aid Kit	1	LS	200.00	200*	
1320	Fire Extinguishers	2	EA	75.00	150	
1330	Public Safety					
			Safety Subtotal (.33)*	216		216

EXHIBIT B-2

<b>1500</b>	<b>Maintenance</b>						
1510	Project Signage						
1520	Security Services						
1525	Temp. fencing - new construction						
1530	Temp. fencing - Erect / remove						
1535	Pedestrian protection/ control						
1550	Daily Clean-up - Gen. Labor	9	WKS	500.00	4500*		
1560	40 yd. Roll-off delivery, rent	1	LS	450.00	450*		
1580	Roll-off dump fees	6	Loads	400.00	2400*		
1585	Dust Control	1	LS	1200.00	1,200		
1590	Punch list, O&M, warranty	1	LS	500.00	500*		
				<b>Maint. Subtotal (.33)*</b>	<b>3,791</b>		<b>3791</b>
<b>1600</b>	<b>Vehicle</b>						
1610	Vehicle expense - Supt.	2	MO	500.00	1000*		
1680	Vehicle expense - PM	0.5	MO	500.00	250*		
				<b>Vehicle Subtotal (.33)*</b>	<b>413</b>		<b>413</b>
<b>1700</b>	<b>Equipment</b>						
1710	Construction Trailer						
1720	Storage container						
1750	Small tool allowance						
				<b>Equipment Subtotal</b>	<b>0</b>		<b>0</b>
<b>1800</b>	<b>Site / Building Conditions</b>						
1801	Building Permit	1	LS	1390			[1390] NIC
1810	Geotech / soils Report						
1820	Compaction & Soils Testing						
1821	Concrete Cylinder Testing						
1825	Asbestos Report						
1830	Barricades / Traffic Control						
1840	Special Inspections Allowance						
1850	Final Construction Clean-up	3.500	SF	0.15	525		525
				<b>Site/Bldg. Cond. Subtotal</b>	<b>525</b>		<b>525</b>
	<b>General Conditions Total</b>					<b>13,903</b>	<b>13,903</b>

EXHIBIT B-2

DIVISION 2 SITE WORK

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
2010	Survey & Layout					
2011	Site Demolition					
2012	Haul-offs					
2013	Building Exterior Demolition					
2014	Building Interior Demolition	585	SF	2.50	1,463	1463
2014a	Remove interior door & save	3	EA	50.00	150	150
2015	Core Drilling					
2016	Int. / Ext. Saw Cutting					
2017	Asbestos Abatement					
2018	Mold Abatement					
2019	Lead Abatement					
2020	Site Grubbing & Grading					
2021	Structural Fill & Backfill					
2022	Building Excavation					
2023	Site Drainage / Storm Sewer					
2024	Drywells					
2025	Caissons / Piling					
2026	Import / Export Soils					
2027	Herbicide					
2028	Asphalt Paving					
2029	Asphalt Seal Coat					
2030	Striping & ADA Signage					
2038	Parking Bumpers					
2039	Splash Blocks					
2040	Fountains & Pools					
2041	Fences & Gates					
2042	Trash Enclosure Gates					
2043	Bicycle Racks					
2044	Playground Equipment					
2045	Ext. Sculpture & Ornamental Iron					
2046	Landscape Plants					
2047	Landscape Maintenance					
2048	Landscape Irrigation					
2049	Landscape Retaining Walls					
2050	Landscape Extended Warranty					
2051	Rip Rap					
<b>DIVISION 2 TOTAL</b>					<b>1,613</b>	<b>1613</b>

EXHIBIT B-2

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
3000	Concrete Contractor					
3001	Vertical Curbs					
3002	Curb & Gutter					
3003	Landscape Curb					
3004	Site Wall Footings					
3005	CIP Stem Walls					
3006	Sidewalks / Hardscape					
3007	Concrete Paving					
3008	Stamped Concrete					
3009	CIP Retaining Walls					
3010	CIP Drainage Basins					
3011	Trash Enclosure Pads					
3012	Pipe Bollard Concrete					
3013	Building Caissons					
3014	Building Footings & Grade Beams					
3015	Slab On Grade					
3016	Structural Slabs					
3017	CIP Columns					
3018	CIP Walls					
3020	Architectural Pre-Cast					
3021	Structural Pre-Cast					
3022	Tilt-up Concrete					
3030	Reinforcing Steel					
3031	Reinforcing Steel Labor					
3032	CIP Anchor Bolts					
3033	Epoxy Anchor Bolts					
3040	Curing Compound					
3041	Concrete Sealer					
3050	Termite Pre-Treat					
3051	Pumps & Buggies					
3052	Concrete Tool Rental					
<b>DIVISION 3 TOTAL</b>						<b>0</b>

EXHIBIT B-2

DIVISION 4 MASONRY

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
4000	Masonry Contractor					
4001	Masonry Units					
4002	Masonry Site Walls					
4010	Masonry Reinforcing					
4011	Anchor Bolts					
4012	Grout					
4013	Lintels					
4014	Masonry Equipment Rental					
4020	Masonry Cleaning					
4021	Masonry Sealer					
4022	Masonry Patch & Tuck Point					
4023	Masonry Shoring					
4030	Glass Block					
4031	Glazed Masonry Tile					
<b>DIVISION 4 TOTAL</b>					0	0

DIVISION 5 METALS

Phase#	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
5000	Structural Steel Contractor					
5001	Structural Steel Fabricator					
5002	Steel Joists					
5003	Metal Decking					
5004	Steel Lintels					
5005	Ladders					
5006	Railings					
5007	Pipe Bollards					
5008	Steel Grates					
5009	Steel Gates					
5010	Ornamental Steel					
5011	Eng. Metal Building Mat.					
5012	Metal Building Erection					
5013	Structural Steel Columns					
5014	Embeds & Templates					
5020	Structural Steel Stud Walls					
5021	Misc. Metals					
5022	Structural Stud Labor					
<b>DIVISION 5 TOTAL</b>					0	0

EXHIBIT B-2

DIVISION 6 ROUGH & FINISH CARPENTRY

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
6000	Framing Contractor					
6001	Framing Materials					
6002	Exterior Trim Materials					
6003	Exterior Siding					
6004	Backing Material & Labor					
6005	Wood Trusses					
6006	TJI Joists					
6007	Glu-Lam Beams					
6008	Specialized Framing Components					
6009	Metal Fasteners					
6010	Finish Carpentry Contractor					
6011	Millwork					
6012	Baseboard					
6013	Chair Rail					
6014	Crown Molding					
6015	Box Beams					
6016	Wood Columns					
6017	Cabinetry / Casework					
6017a	Reception (Base only)	16	LF	250.00	4,000	3,000 Allowance
6017b	Break Room 108					
6017c	Copy	4	LF	225.00	900	Included
6017d	Copy 107					
6017e	Gate & Panel					
6018	Paneling / Wainscot					
6019	Wood Staircases					
6020	Wood Handrails					
6021	Shelving					
6022	Plastic Laminate Surfaces	40	SF	25.00	1,000	Included
6023	Solid Surface Counter Tops					
6024	Stone Counter Tops					
6025	FRP					
<b>DIVISION 6 TOTALS</b>						<b>3000 Allowance</b>

EXHIBIT B-2

DIVISION 7 THERMAL & MOISTURE

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
7000	Exterior Waterproofing					
7001	Exterior Dampproofing					
7010	Fiberglass Batt Insulation					
7011	Rigid Foam Insulation					
7012	Fiber Board Insulation					
7013	Under Slab Foam Insulation					
7014	Sound Attenuating Insulation	2446	SF	0.65	1,600	793
7015	Fiberglass Fire stop					
7016	Spray On Insulation	97	LF	4.00	400	Delete
7017	Spray Foam Sealant					
7020	Roofing Tear Off / Roof Patch					
7021	Composition Shingles					
7022	Wood Shake Shingles					
7023	Tile Roofing					
7024	Standing Seam Metal					
7025	Built Up Roofing					
7026	EPDM Roofing					
7027	Rolled Roofing					
7030	Roof Vents					
7031	Roof Hatches					
7032	Skylights					
7033	Walk Pads					
7034	Curbs & Platforms					
7040	Sheet Metal Caps & Trim					
7041	Preformed Flashing					
7042	Reglets					
7043	Snap Flashing					
7044	Metal Soffits & Fascia					
7045	Gutters & Down Spouts					
7050	Fibrous Expansion Material					
7051	Joint Fillers & Gaskets					
7052	Exterior Caulking					
7053	Interior Caulking	1	LS	500.00	500	Delete
7054	Fire stopping Caulk	1	LS	400.00	400	Delete
<b>DIVISION 7 TOTALS</b>						<b>793</b>

EXHIBIT B-2

DIVISION 8 DOORS & WINDOWS

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
8000	HM Frames					
8001	HM Doors					
8002	Wood Doors	9	EA	900.00	8,100	6669
8002a	Wood Doors (Relocate)	2	EA	85.00	170	Included
8003	Installation Labor					
8004	Int. Aluminum Door Frames	9	EA	200.00	1,800	Included
8020	Eliaison Doors					
8021	Access Doors					
8022	Sliding / Pocket Doors					
8023	Bullet Proof Doors					
8030	Overhead Doors					
8031	Security Grills					
8032	Coiling Doors & Grills					
8033	Aluminum Frame Glass Doors					
8034	Aluminum Frame Side Lite (18")	4	EA	125.00	500	Included
8034a	Additional Side Lites	2	EA	320.00	640	640
8035	Al. Side Lite (Corner 2' X 2')	1	EA	400.00	400	400
8040	Aluminum Storefront					
8041	Aluminum Frame Windows					
8042	Wood Frame Windows					
8050	Glass Glazing	80	SF	8.00	640	888
8051	Plastic Glazing					
8052	Stained Glass					
8053	Mirrors					
8054	Glass Shelving					
8060	Door Hardware				Included	
<b>DIVISION 8 TOTALS</b>					<b>11,610</b>	<b>8,597</b>

EXHIBIT B-2

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
9000	Lath, Plaster, Stucco					
9001	Interior Plaster Finishes					
9002	14' Demising walls Mtl. Std.	40	LF	40.00	1,600	9992
9002a	Furr Ext. Walls (10')	32	LF	40.00	1,280	Included
9002b	(9'-6") Int. walls / sound batt	242	LF	36.00	8,712	Included
9002c	(9') Int. walls / non- sound batt					
9002d	Furr Columns (10')	20	LF	36.00	720	Included
9002e	Int. Low wall (2.5')					
9003	Drywall, Hang, Tape, Finish	6238	SF		Included	Included
9003a	Drywall Repairs	100	SF	2.00	200	Included
9004	Frame & Gyp. Bd. Ceilings					
9005	Dura Rock					
9006	Grease Duct Shafts					
9007	Gyp. Bd. Fire stopping					
9010	Ceramic / Stone Tile					
9011	Quarry Tile					
9012	Epoxy Grout					
9013	Floor Preparation					
9020	Suspended Acoustical Ceiling					
9020a	2 X 2 Lay-in	3577	SF	2.00	7,154	4550+250
9020b	2 X 4 Lay-in					
9021	Spined Acoustical Tile					
9022	Acoustical Ceiling Repairs					
9030	Wood Flooring					
9031	Terrazzo Flooring					
9032	Rubberized Floor					
9033	Resilient Floor / VCT	240	SF	2.00	480	270
9034	Carpet	371	SY	20.00	7,420	5850
9035	Carpet Base					
9036	Resilient Base	620	LF	1.00	620	1080
9037	Epoxy Resin Floor					
9038	Epoxy Resin Base					
9039	Flooring Installation Labor					
9040	Painting Contractor	8100	SF	0.65	5,265	2450
9041	Faux Wall Finishes					
9042	Wall Covering					
9043	Wall Covering Labor					
9044	Concrete Stain / Sealers					
9045	Fireproof Coatings					
9050	Special Finishes					
<b>DIVISION 9 TOTALS</b>					<b>33,451</b>	<b>24,442</b>

EXHIBIT B-2

DIVISION 10 SPECIALTIES

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
10000	Metal Toilet Partitions					
10001	Plastic Lam. Toilet Partitions					
10002	Toilet Partition Installation					
10010	Office Cubicles					
10011	Louvers & Screens					
10012	Grills & Screens					
10013	Wall & Corner Guards					
10014	Access Floors					
10015	Fireplaces & Stoves					
10016	Flagpoles					
10017	Banners & Flags					
10018	Directories					
10019	Letters & Plaques					
10020	Signage & Graphics					
10021	Lockers					
10022	Fire Extinguisher Cabinets	1	EA	200.00	200	200
10023	Awnings					
10024	Post Office Boxes					
10025	Demountable Partitions					
10026	Mfg. Storage Shelving					
10027	Toilet & Bath Accessories					
10028	Tub & Shower Enclosures					
10029	Bar Railings & Accessories					
10040	Specialties Labor					
<b>DIVISION 10 TOTALS</b>					<b>200</b>	<b>200</b>

EXHIBIT B-2

DIVISION 11 EQUIPMENT

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
11000	Bank Equipment					
11001	Ecclesiastical					
11002	Library					
11003	Theater					
11004	Checkroom					
11005	Merchandising / Display					
11006	Laundry & Dry-cleaning					
11007	Audio-Visual					
11008	Projection Screens					
11009	Parking Control					
11010	Loading Dock					
11011	Waste Compactors					
11012	Detention					
11013	Food Service					
11014	Walk-in Coolers & Freezers					
11015	Comm. Dishwashing					
11016	Residential Appliances					
11017	Athletic & Therapeutic					
11018	Paint Spray Booths					
11020	Installation Labor					
<b>DIVISION 11 TOTALS</b>						<b>0</b>

DIVISION 12 FURNISHINGS

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
12000	Manufactured Casework					
12001	Blinds, shades & Shutters					
12002	Drapery & Curtain Hardware					
12003	Motorized Hardware					
12004	Restaurant / Bar Furniture					
12005	Floor Mats & Frames					
12006	Auditorium, Theater Seating					
12007	Built-in Table / Seating					
12020	Furnishings Labor					
<b>DIVISION 12 TOTALS</b>						<b>0</b>

EXHIBIT B-2

DIVISION 13 SPECIAL CONSTRUCTION

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
13000	Cable Supported & Fabric Struct.					
13001	Integrated Ceilings					
13002	Athletic Rooms					
13003	Sound Conditioned Rooms					
13004	Wine Storage Rooms					
13005	Saunas & Equipment					
13006	Steam Baths & Equipment					
13007	Bullet Resistant Protection					
13008	Radiation Control					
13009	Grandstands & Bleachers					
13010	Mezzanine Systems					
13011	Swimming Pool Enclosures					
13012	Swimming Pools					
13013	Spas & Hot Tubs					
13014	Kennels					
13015	Solar Energy Systems					
13020	Special Construction Labor					
<b>DIVISION 13 TOTALS</b>					<b>0</b>	<b>0</b>

DIVISION 14 CONVEYING SYSTEMS

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
14000	Dumbwaiters					
14001	Elevators					
14002	Passenger Cabs					
14003	Residential Elevators					
14004	Moving Walks					
14005	Wheelchair Lifts					
14006	Vehicle Lifts					
14007	Pneumatic Tube Systems					
14010	Conveying System Labor					
<b>DIVISION 14 TOTALS</b>					<b>0</b>	<b>0</b>

EXHIBIT B-2

DIVISION 15 PLUMBING & MECHANICAL

Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
15000	Site Sewer					
15001	Site Water					
15002	Backflow Preventer					
15003	Irrigation Valves					
15004	Water Meters					
15005	Site Drainage					
15006	Septic System					
15007	Grease Interceptors					
15008	Hot Taps					
15009	Site Gas Lines					
15010	Building Plumbing					
15011	Plumbing Fixtures					
15012	Building Gas Lines					
15013	Kitchen Equip. Hook-up					
15014	Condensate Lines	100	LF	4.00	400	640
15020	Site Fire Suppression Lines					
15021	Building Fire Sprinklers	3,500	SF	2.00	7,000	3220
15030	HVAC Contractor	3500	SF	3.50	12,250	6444
15031	HVAC Equip.					
15032	Kitchen Hoods					
15033	Hood Fire Suppression					
15034	HVAC Test & Balance	1	LS	1500.00	1,500	Included
<b>DIVISION 15 TOTALS</b>					<b>21,150</b>	<b>10,304</b>

EXHIBIT B-2

DIVISION 16 ELECTRICAL						
Phase #	Item Description	Quantity	Unit	Unit Cost	Extension	Buy-out
16000	Site Electrical Lines					
16001	Site Telco Lines					
16002	Site TV Cable					
16003	Site Transformers					
16004	Site Lighting					
16005	Landscape Lighting					
16006	Signage Hook-up					
16007	Building Electrical	1	LS	15750.00	15,750	12860
16008	Electrical Meters					
16009	Switch Gear / SES					
16010	Building Telco & TV					
16011	POS Wiring					
16012	Audio Visual Wiring					
16013	Light Fixtures					
16014	Dimmer Panels					
16015	Lamps					
16016	Emergency Lights					
16017	Electric Heaters					
16020	Fire Alarm System	1	LS	1800.00	1,800	3482
16021	Duct Smoke Detectors	3	EA	105.00	315	315
16030	Security Wiring					
16031	Security Devices					
<b>DIVISION 16 TOTALS</b>					<b>17,550</b>	<b>16,657</b>

**EXHIBIT C**  
**To First Amendment**

EXPANSION SPACE PARKING

See Attached

EXHIBIT C  
To First Amendment

EXPANSION SPACE PARKING

