

Summary: A resolution authorizing the issuance by the City of Las Vegas Downtown Redevelopment Agency Tax Increment Subordinate Lien Revenue Bonds, Series 1996 and providing other matters relating thereto.

RESOLUTION RA-1-96

A RESOLUTION OF THE CITY OF LAS VEGAS DOWNTOWN REDEVELOPMENT AGENCY AUTHORIZING, APPROVING AND DIRECTING THE ISSUANCE OF "CITY OF LAS VEGAS DOWNTOWN REDEVELOPMENT AGENCY, TAX INCREMENT SUBORDINATE LIEN REVENUE BONDS SERIES 1996"; IN THE AMOUNT OF \$10,250,000 FOR REDEVELOPMENT PROJECTS, PROVIDING FOR THE COLLECTION, HANDLING AND DISPOSITION OF AGENCY REVENUES; AUTHORIZING THE SALE OF THE BONDS AND THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS AND MATTERS RELATING THERETO; AND REPEALING ANY ACTION HERETOFORE TAKEN IN CONFLICT HEREWITH.

WHEREAS, the Agency is a public body corporate and politic, and has been duly organized, established and authorized by the City of Las Vegas, Nevada (the "City") to transact business and exercise its powers as a redevelopment agency, all under and pursuant to the Nevada Community Redevelopment Law, consisting of NRS 279.382 to 279.680, inclusive (the "Act"); and

WHEREAS, pursuant to the Act, the Agency has the power and authority to issue "bonds" (defined by the Act to mean and include any bonds, notes, interim certificates, debentures or other obligations) to finance the corporate purposes of the Agency authorized to be undertaken by the Agency under the Act; and

WHEREAS, a redevelopment plan, known as the "City of Las Vegas Downtown Redevelopment Plan" (the "Redevelopment Plan"), has been duly and regularly approved by the City Council of the City for a redevelopment project under the Act known and designated as the "City of Las Vegas Downtown Redevelopment Project" (the "Redevelopment Project"); and

WHEREAS, the City has complied with all applicable requirements of the Act and other provisions of law for and precedent to the adoption and approval by the City of the Redevelopment Plan; and

WHEREAS, in order to finance certain undertakings in connection with the Redevelopment Project and which are authorized pursuant to the Act and the Redevelopment Plan, the Agency has issued its "Tax Increment Revenue Bonds (City of Las Vegas Downtown Redevelopment Project) Series 1986A" (the "1986A Bonds"), which are payable from and secured by the 1986A Trust Estate (as defined herein); and

WHEREAS, the 1986A Bonds were issued pursuant to the provisions of that certain Amended and Restated Indenture of Trust, dated as of December 1, 1989 (the "1986A Indenture"), between the Agency and Bank of America Nevada, as the trustee (the "1986A Trustee"); and

WHEREAS, in order to finance certain undertakings in connection with the Redevelopment Project and which are authorized pursuant to the Act and the Redevelopment Plan, the Agency has issued \$18,800,000 in aggregate principal amount of its "Tax Increment Subordinate Lien Revenue Bonds (Fremont Street Project), Series 1994A" (the "1994A Bonds"), which are payable from and secured by the 1995B Trust Estate (as defined herein) and were issued pursuant to an Indenture of Trust; and

WHEREAS, the 1994A Bonds have a lien on revenues which constitute part of the 1986A Trust Estate which lien is subordinate to the lien of the 1986A Bonds; and

WHEREAS, in order to refinance certain undertakings in connection with the Redevelopment Project and which are authorized pursuant to the Act and the Redevelopment Plan, the Agency has issued \$16,525,000 in aggregate principal amount of its "Tax Increment Insured Refunding Parity Lien Revenue Bonds, Series 1995A" (the "1995A Bonds"), pursuant to a First Supplemental Indenture of Trust dated as of June 1, 1995 amending and supplementing the 1986A Indenture, which are payable from and secured by a lien on the 1986A Trust Estate which lien is on a parity with the lien of the 1986A Bonds; and

WHEREAS, in order to refinance certain undertakings in connection with the Redevelopment Project and which are authorized pursuant to the Act and the Redevelopment Plan, the Agency has issued \$565,000 in aggregate principal amount of its "Tax Increment Subordinate Lien Refunding Revenue Bonds, Series 1995B" (the "1995B Bonds"), pursuant to an Indenture of Trust dated as of June 1, 1995 (the "1995B Indenture"), which are payable from and secured by a lien on the 1994A Trust Estate which lien is on a parity with the lien of the 1994A Bonds and is subordinate to the lien of the Series 1986A Bonds and the 1995A Bonds; and

WHEREAS, in order to finance certain undertakings in connection with the Redevelopment Project and which are authorized pursuant to the Act and the Redevelopment Plan, the Agency deems it necessary to issue at this time \$10,250,000 in aggregate principal amount of its "Tax Increment Subordinate Lien Revenue Bonds, Series 1996" (the "Bonds"), which shall be payable from and secured by a lien on the Pledged Revenues (as defined herein) which lien is subordinate to the lien of the 1986A Bonds, the 1995A Bonds, the 1994A Bonds and the 1995B Bonds; and

WHEREAS, NRS 279.640 provides that the Agency may sell bonds at a private sale without any advertisement or public notice; and

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WHEREAS, the City has offered to purchase the Bonds at the price of \$ 93,275 and according to the terms set forth herein; and

WHEREAS, the City and the Agency intend to enter into a Loan Agreement (the "Loan Agreement") setting forth the terms and conditions of repayment of the purchase price of the Bonds, which the Chair and the Secretary are hereby authorized to execute and deliver on behalf of the Agency; and

NOW, THEREFORE, THE CITY OF LAS VEGAS DOWNTOWN REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Note by J. Swendsen 3/5/96:
this amount should be
\$10,156,725, i.e. the face amount
of the Bonds less 93,275.
J.C.S.

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ARTICLE I.

DEFINITIONS

Section 1.01. Definitions. As used in this Resolution, the following terms shall have the following meanings:

"Act" means the Nevada Community Redevelopment Law, consisting of NRS 279.382 to 279.680, inclusive, as from time to time amended and supplemented.

"Additional Obligations" means additional obligations which have a lien on the Pledged Revenues that is superior to or on a parity with the lien thereon of the Bonds, as permitted under Section 2.11 hereof.

"Agency" means the City of Las Vegas Downtown Redevelopment Agency, a redevelopment agency duly organized and existing under the Act, and its successors and assigns.

"Agency Improvements" means the undertakings and improvements to be accomplished with respect to the Redevelopment Area pursuant to the Redevelopment Plan by the Agency all as more fully described in the Redevelopment Plan and the Act, including the planning, development, replanning, redesign, clearance, reconstruction or rehabilitation, or any combination of these, of all or part of the Redevelopment Area, and the provision of such residential, commercial, industrial, public or other structures or spaces as may be appropriate or necessary in the interest of the general welfare, including:

- (a) recreational and other facilities appurtenant thereto;
- (b) the alteration, improvement, modernization, reconstruction or rehabilitation, or any combination thereof, of existing structures in a redevelopment area;
- (c) the provision for uses involving open space, such as:
 - (i) streets and other public grounds;
 - (ii) space around buildings, structures and improvements;
 - (iii) improvements of recreation areas; and
 - (iv) improvement of other public grounds;

(d) the replanning, redesign or original development of undeveloped areas where:

(i) the areas are stagnant or used improperly because of defective or inadequate layouts of streets, faulty layouts of lots in relation to size, shape accessibility or usefulness, or for other causes; or

(ii) the areas require replanning and assembly of land for reclamation or development in the interest of the general welfare because of widely scattered ownership, tax delinquency or other reasons;

"Agency Improvements" does not exclude the continuance of existing buildings or uses whose demolition and rebuilding or change of use are not deemed essential to the redevelopment and rehabilitation of the area.

"Agency Improvements" shall also include such other activities and undertakings as may be authorized by the Act and the Redevelopment Plan, subject to the limitations of this Resolution.

"Agency Representative" means the Person or Persons at the time designated to act on behalf of the Agency by a written certificate containing the specimen signature of such Person or Persons and signed on behalf of the Agency by its Chair, Vice Chair or Secretary. Such certificate may designate an alternate or alternates.

"Assessor" means the tax assessor of the County and any successor thereto.

"Average Annual Principal and Interest Requirements" means the average of the sum of the principal of and interest on the Bonds or, to the extent required by this Resolution, Additional Parity Obligations, to be paid during any Fiscal Year for the period beginning with the Fiscal Year after the date such computation is made and ending with the Fiscal Year in which any Bond last becomes due at maturity or by a redemption which has been irrevocably exercised.

The computation period shall not include any Fiscal Year after all Bonds mature or are subject to a redemption which has been irrevocably exercised, notwithstanding the fact that Additional Parity Obligations may mature or be subject to redemption in later Fiscal Years. There shall be excluded from the determination of the amount of principal and interest to be paid in any Fiscal Year interest which has been capitalized and principal and interest to the extent payable from an irrevocable deposit in trust of cash or Governmental Obligations.

"Bonds" means the City of Las Vegas Downtown Redevelopment Agency, Tax Increment Subordinate Lien Revenue Bonds, Series 1996, in the aggregate principal amount of \$10,250,000, authorized and issued pursuant to Article II hereof.

"Business Day" means any day other than a Saturday, Sunday, legal holiday, or other day on which the New York Stock Exchange, the Federal Reserve Bank or banking institutions in Las Vegas, Nevada are authorized or required by law to close.

"City" means the City of Las Vegas, Nevada, and its successors and assigns.

"Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and applicable regulations and rulings presently or hereafter promulgated or proposed thereunder or under any predecessor thereto.

"Cost of the Redevelopment Project" means all or any part designated by the Agency of the cost of the Redevelopment Project, or interest in the improvements being acquired, which cost, at the option of the Agency, except as limited by law, may include all or any part of the incidental costs relating to the Redevelopment Project, including, without limitation:

(a) Preliminary expenses advanced by the Agency from funds available for use therefor or from any other source, or advanced with the approval of the Agency from funds available therefor or from any other source by the State, the Federal Government, or by any other Person with the approval of the Agency (or any combination thereof);

(b) The costs in the making of surveys, audits, preliminary plans, other plans, specifications, estimates of costs, and other preliminaries;

(c) The costs of premiums on builders' risk insurance and performance bonds, or a reasonably allocable share thereof;

(d) The costs of appraising, printing, estimates, advice, services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help, or other agents or employees;

(e) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project, the filing or recordation of instruments, the taking of options, the issuance of the Bonds and any other securities relating to the Redevelopment Project, and bank fees and expenses;

(f). The costs of contingencies;

(g) The costs of the capitalization with the

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proceeds of the Bonds of any interest on the bonds or other securities for any period not exceeding the period estimated by the Agency to effect the Redevelopment Project plus one year, of any discount on the bonds or other securities, and of any reserves for the payment of the principal of and interest on the Bonds or other securities, of any replacement expenses, and of any other cost of the issuance of the Bonds or other securities relating to the Redevelopment Project;

(h) The costs of amending any ordinance, resolution or other instrument authorizing the issuance of or otherwise relating to the Outstanding Bonds or other securities relating to the Redevelopment Project;

(i) The costs of funding any emergency loans, construction loans and other temporary loans of not exceeding 5 years relating to the Redevelopment Project and of the incidental expenses incurred in connection with such loans;

(j) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(k) The costs of demolishing, removing or relocating any buildings, structures or other facilities on land acquired for the Redevelopment Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated; and

(l) All other expenses necessary or desirable and relating to the Redevelopment Project, as estimated or otherwise ascertained by the Agency.

"County" means Clark County, Nevada and its successors.

"Debt Service Fund" means the debt service fund by that name established pursuant to Section 4.01 hereof.

"Event of Default" means any occurrence or event specified in Section 8.01 hereof.

"Federal Tax Exemption Certificate" means the certificate concerning compliance with the requirements of the Code in relation to the Agency's covenants under Section 5.07 hereof, to be delivered at the time of delivery of the Bonds, and including any supplements or amendments thereto.

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"Fiscal Year" means the fiscal year of the Agency, which currently begins on July 1 of each year and ends on June 30 of next year.

"Governmental Obligations" means any of the following which are noncallable and which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) Direct general obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) Bonds, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following: Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Banks; Federal Farm Credit Banks; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Federal Financing Bank; or Small Business Administration; or any other agency or instrumentality of the United States of America (created by an Act of Congress) substantially similar to the foregoing in its legal relationship to the United States of America; provided, however, that at the time of purchase or investment, such obligations are rated in the highest rating category of Standard & Poor's Corporation and Moody's;

(c) Repurchase agreements for obligations described in clause (a) or (b) of this definition; provided, however, that the Persons with which such agreements are made grant and assign to the Treasurer, pursuant to then current regulations or other provisions of law, a security interest in obligations described in clause (a) or (b) above having a market value, established to the satisfaction of the Treasurer, at least equal to the moneys invested in such repurchase agreements and which value is confirmed to the satisfaction of the Treasurer not less often than monthly; and

(d) Evidences of ownership of proportionate interests in future interest and principal of obligations described in paragraph (a) or (b) of this definition where (i) a bank or trust company acts as custodian and holds the underlying obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (iii) the underlying obligations are held in a special account separate and apart from the general assets of the custodian, and are not available to satisfy any claim of the custodian, any Person claiming through the custodian, or any Person to whom the custodian may be obligated.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, owner or director of the Agency, the City, a Developer or the Treasurer.

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"Maximum Annual Debt Service" means, as of the date of calculation, an amount equal to the maximum annual principal and interest requirements due on the Bonds or, to the extent required by this Resolution, Additional Parity Obligations in any Fiscal Year.

"1986A Bonds" means the Agency's Tax Increment Revenue Bonds, Series 1986A, and any bonds issued to refund the Agency's Tax Increment Revenue Bonds, Series 1986A, pursuant to the 1986A Indenture to the extent permitted by Section 2.11 hereof.

"1986A Indenture" means the Amended and Restated Indenture of Trust, dated as of December 1, 1989 between the Agency and the 1986A Trustee, and any indenture supplemental thereto or amendment thereto from time to time entered into in accordance with the provisions thereof.

"1986A Trust Estate" means the rights, property and interests pledged and assigned by the Agency under the 1986A Indenture to the 1986A Trustee pursuant to the Granting Clauses of the 1986A Indenture.

"1986A Trustee" means Bank of America Nevada, and its successors, and any successor trustee at the time serving as trustee pursuant to the 1986A Indenture.

"1994A Bonds" means the Agency's Tax Increment Subordinate Lien Revenue Bonds (Fremont Street Experience), Series 1994A.

"1995A Bonds" means the Agency's Tax Increment Insured Refunding Parity Lien Revenue Bonds, Series 1995A.

"1995B Bonds" means the Agency's Tax Increment Subordinate Lien Revenue Bonds, Series 1995B.

"1995B Indenture" means the Indenture of Trust dated as of June 1, 1995 between the Agency and the 1995B Trustee and any indenture supplemental thereto or amendment thereto from time to time entered into in accordance with the provisions thereof.

"1995B Trust Estate" means the rights, property and interests pledged and assigned by the Agency under the 1995B Indenture to the 1995B Trustee pursuant to the Granting Clauses of the 1995B Indenture.

"1995B Trustee" means Bank of America Nevada, and its successors.

"Original Purchaser" means the City.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Treasurer under this Resolution, except:

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(a) Bonds canceled by the Treasurer or surrendered to the Treasurer for cancellation;

(b) Bonds paid or deemed to be paid in accordance with the provisions of Article VII of this Resolution; and

(c) Bonds in lieu of which others have been authenticated under Section 2.07 or Section 2.08 hereof.

"Permitted Investments" means any of the following which at the time are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) Any Governmental Obligation;

(b) Negotiable certificates of deposit issued by commercial banks or insured savings and loan associations including the Treasurer and a state-licensed branch of a foreign bank, each of whose deposits are insured by the Federal Deposit Insurance Corporation (or any successor thereto); provided, however, that any such certificate of deposit shall not exceed the applicable amount of deposit insurance therefor;

(c) Securities which have been expressly authorized as investments for redevelopment agencies, by any provision of Nevada Revised Statutes or by any special law; and

(d) Money market mutual funds which:

(1) Are registered with the Securities and Exchange Commission;

(2) Are rated in the highest rating category by a nationally recognized rating service; and

(3) Invest only in securities which are Government Obligations or in repurchase agreements fully collateralized by such securities.

"Person" means an individual, partnership, corporation, trust or unincorporated organization, or a government or agency, instrumentality, program, account, fund, political subdivision or corporation thereof.

"Pledged Property Tax Revenues" means, for each Fiscal Year, that portion of ad valorem property taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies within or overlapping the Redevelopment Area upon that portion of the assessed value of all taxable property within the Redevelopment Area which is in excess of the Property Tax Base Amount, all as calculated pursuant to NRS 279.676;

provided, however, that such amount shall be reduced (i) by any lawful collection fee charged by the County, and (ii) by an amount equal to fifteen percent of the total revenue paid to the Agency in any Fiscal Year which shall be set aside and used by the Agency to increase, improve, and preserve the number of dwelling units in the City for low-income households as provided in NRS 279.685.

"Pledged Revenues" means (a) the Pledged Property Tax Revenues and (b) all income from the investment and reinvestment of funds held by the Treasurer pursuant to this Resolution.

"Property Tax Base Amount" means such amount as shall be certified by the Assessor on the assessment roll as (a) the assessed value of all taxable property within the Redevelopment Area last equalized prior to the adoption of the Redevelopment Plan or (b) with respect to any property added to the Redevelopment Area subsequent to the original adoption of the Redevelopment Plan, the assessed value of all taxable property so added to the Redevelopment Area last equalized prior to the adoption of the amendment to the Redevelopment Plan which added such property to the Redevelopment Area.

"Rebate Fund" means the Rebate Fund established pursuant to Section 4.01 hereof.

"Record Date" means the last day of the calendar month next preceding an interest payment date for the Bonds, whether or not a business day.

"Redevelopment Area" means the Redevelopment Area described in the Redevelopment Plan.

"Redevelopment Plan" means the "City of Las Vegas Downtown Redevelopment Plan", as amended from time to time in accordance with the Act and this Resolution.

"Registrar" means the Treasurer who is appointed as bond registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds, or any such successors.

"Registered Owner" or "Owner" of a Bond means the Person or Persons in whose name or names a Bond shall be registered on the records of the Agency kept for that purpose by the Treasurer in accordance with the provisions of this Resolution.

"Resolution" means this Resolution, including the Exhibit hereto, and including any resolution supplemental hereto or any amendment hereof, from time to time entered into in accordance with the provisions hereof.

"Special Record Date" means a special date fixed to determine the names and addresses of Registered Owners for purposes of paying defaulted interest on the Bonds on a special interest payment date, all as further provided in Section 2.02 of this Resolution.

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"State" means the State of Nevada.

"Subordinate Obligations" means additional obligations with a lien on the Pledged Revenues that is subordinate and junior with the lien thereon of the Bonds, as permitted under Section 2.11 hereof.

"Treasurer" means the Treasurer of the City and any successor thereto.

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ARTICLE II.

THE BONDS

Section 2.01. Authorization of Resolution; Authorization of Sale of Bonds; Authorized Amount of Bonds.

This Resolution is adopted by virtue of the Act; and the Agency has ascertained and hereby determines that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the Agency in accordance with the Act and the Redevelopment Plan have been met and the total Cost of the Redevelopment Project has been and hereby is approved. Such determination by the Agency shall be conclusive evidence of the validity of the Bonds.

The sale of the Bonds to the City is hereby authorized and approved. The terms of the sale are set forth herein. The Agency hereby determines that it is in the best interests of the Agency and the public to accept the offer of the City and sell the Bonds by private sale, without giving any prior notice thereof by publication or otherwise, as permitted by Section 279.640 of the Act.

No Bonds or Additional Obligations may be issued under the provisions of this Resolution except in accordance with this Article. The total principal amount of Bonds that may be issued by the Agency under this Resolution is hereby expressly limited to \$10,250,000 in aggregate principal amount, provided that Additional Obligations and Subordinate Obligations may be issued in accordance with Section 2.11 hereof.

Section 2.02. Issuance of Bonds. The Bonds shall be designated "City of Las Vegas Downtown Redevelopment Agency, Tax Increment Subordinate Lien Revenue Bonds, Series 1996." The Bonds shall be issuable only as fully registered Bonds without coupons in denominations of \$5,000 and integral multiples thereof. The Bonds shall be numbered in such manner as the Treasurer shall determine. The Bonds shall be dated as of the date of delivery thereof to the City. The Bonds shall bear interest from their date at the rates per annum set forth below, payable semiannually on June 15 and December 15 of each year, commencing June 15, 1996; except that Bonds which are reissued upon transfer, exchange or other replacement shall bear such interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from the date of the Bonds.

The Bonds shall mature on June 15 of the years below, in the aggregate principal amounts set forth below, and shall bear interest at the rates per annum set forth below:

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<u>Years Maturing</u>	<u>Amounts Maturing</u>	<u>Interest Rates (Per Annum)</u>
1997	\$850,000	4.10%
1998	880,000	4.10%
1999	915,000	4.10%
2000	950,000	4.10%
2001	990,000	4.25%
2002	1,035,000	4.40%
2003	1,080,000	4.50%
2004	1,130,000	4.50%
2005	1,180,000	4.60%
2006	1,240,000	4.75%

The principal of and premium, if any, on any Bond shall be payable to the Registered Owner thereof upon maturity or prior redemption thereof and upon presentation and surrender at the office of the Treasurer or such other office as may be designated by Treasurer. Interest on any Bond shall be paid by check or draft of the Treasurer mailed by the Treasurer, on or before each interest payment date (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to the Registered Owner thereof at the address of such Registered Owner as it appears on the registration records of the Treasurer at the close of business on the Record Date. Any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner of the applicable Bond on the Record Date and shall be payable to the Person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of the defaulted interest shall be fixed by the Treasurer whenever moneys become available for payment of the defaulted interest. Notice of the Special Record Date and the date fixed for payment of the defaulted interest shall be given to the Registered Owners of the Bonds not less than ten (10) days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on the registration records on a date selected by the Treasurer, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. Alternative means of payment of interest may be used if mutually agreed to in writing between the Registered Owner of any Bond and the Treasurer. If any Bond shall not be paid upon its presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by such Bond until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

Section 2.03. Execution; Limited Obligation; Use of Proceeds of Bonds and Other Moneys.

A. The Bonds shall be executed on behalf of the Agency with the manual or facsimile signature of its Chair or Vice Chair and the Treasurer, shall bear the official seal of the Agency or a facsimile thereof, and shall be attested with the manual or facsimile signature of the Secretary of the Agency. All facsimile signatures and seals shall have the same force and effect as if manual.

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B. The Bonds are and shall be special, limited obligations of the Agency, equally and ratably secured by an irrevocable pledge of and an irrevocable and subordinate lien (subject to the lien of the 1986A Indenture for payment of the 1986A Bonds and the lien of the 1995B Indenture for the payment of the 1994A Bonds and the 1995B Bonds and any future indentures for Additional Obligations issued with a lien on the Pledged Revenues superior to the lien thereon of the Bonds) on, and payable as to principal, premium, if any, and interest solely from, the Pledged Revenues (provided that the lien of the Bonds on the Pledged Revenues shall be subordinate to the lien of the 1986A Bonds and the 1995A Bonds and to the lien of the 1994A Bonds and the 1995B Bonds and any Additional Obligations issued with a lien on Pledged Revenues superior to the lien thereon of the Bonds and shall not necessarily be exclusive, as provided in Section 2.11 hereof). There shall be no priority between or among the Bonds with respect to number, date of sale, date of execution or date of delivery. Principal of, premium, if any, and interest on the Bonds shall not constitute an indebtedness of the City, the State or any other political subdivision thereof, and neither the City, the State nor any political subdivision thereof other than the Agency shall be liable thereon, nor shall the principal of, premium, if any, or interest on the Bonds constitute general obligations of the Agency or be payable out of any funds or properties of the Agency other than the Pledged Revenues. Further, the Bonds shall not constitute a debt or an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or provision applicable to the City. Neither the members of the Agency nor any Persons executing the Bonds shall be liable personally on the Bonds.

C. The net proceeds of the Bonds (together with certain other legally available moneys as described below) shall be deposited as follows:

1. Pursuant to Ch. 664 Statutes of Nevada 1995, the Agency shall allocate an amount equal to one-half of one percent of the total amount of the Bonds in one or more accounts or funds for the extraordinary maintenance, repair or improvement of the projects for which the Bonds are being issued. The funds realized from the sale of Bonds or other money of the Agency may be used for such purpose. Such amount shall be deposited into a separate account established for the Redevelopment Project.

2. The balance of the proceeds of the Bonds shall be deposited to the Agency's general fund and be used to pay the Costs of the Redevelopment Project including incidental and issuance expenses relating to the Bonds. Any of such proceeds remaining after all such expenses are paid shall be paid by the Agency to the Trustee for deposit into the Debt Service Fund.

Section 2.04. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond substantially in the form set forth in Exhibit A to this Resolution shall have been duly manually executed by the Treasurer, and such manually executed certificate of the Treasurer upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The certificate of authentication of the

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Treasurer on any Bond shall be deemed to have been executed by the Treasurer if manually signed by an authorized officer of the Treasurer, but it shall not be necessary that the same officer execute the certificate of authentication on all of the Bonds.

Section 2.05. Form of Bonds. The Bonds, the certificate of authentication of the Treasurer to be endorsed on the Bonds, and certain other forms and certifications to appear on the Bonds, shall be in substantially the forms set forth in Exhibit A to this Resolution, with such variations, omissions and insertions as may be appropriate under the circumstances and are not inconsistent with this Resolution. The Bonds may be evidenced by a single Bond.

Section 2.06. Delivery of Bonds. Upon the execution and delivery of this Resolution, the Agency shall execute and deliver the Bonds to the Treasurer, and the Treasurer shall authenticate the Bonds in the aggregate principal amount of \$10,250,000. The Treasurer shall thereupon register the Bonds in the name of the City and shall deliver the authenticated Bonds to the Original Purchaser upon payment therefor.

Prior to the delivery of the Bonds there shall be filed with or provided to the Treasurer:

(a) a copy, duly certified by the Secretary of the Agency, of this Resolution adopted by the Agency authorizing the issuance of the Bonds and the execution and delivery of this Resolution;

(b) a request and authorization to the Treasurer on behalf of the Agency and signed by its Chair or Vice Chair to authenticate and deliver the Bonds to the Original Purchasers upon payment to the Treasurer, but for the account of the Agency, of a sum specified in such request and authorization plus accrued interest thereon, if any, to the date of delivery, which shall be paid over to the Treasurer and deposited pursuant to Section 2.03 hereof.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds. In the event that any Bond is mutilated, lost, stolen or destroyed, the Treasurer may authenticate and issue a new Bond, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Treasurer, and in the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Treasurer such evidence, information and indemnity as the Treasurer and the Agency may reasonably require. In the event that any such Bond shall have matured, instead of issuing a duplicate Bond, the Treasurer may pay the same without surrender thereof. The Treasurer may charge the Registered Owner of any mutilated, lost, stolen or destroyed Bond with its reasonable fees and expenses for such services.

Section 2.08. Registration and Exchange of Bonds; Persons Treated as Owners. Records for the registration and transfer of the Bonds as provided in this Resolution shall be kept by the Treasurer. Upon surrender for transfer of any Bond at the office of the Treasurer or such other office as may be designated by the Treasurer, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or the attorney for such Registered Owner

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duly authorized in writing, the Treasurer shall enter such transfer on the registration records and shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount, bearing numbers not previously assigned.

Bonds may be exchanged at the office of the Treasurer or such other office as may be designated by the Treasurer for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations. The Treasurer shall authenticate and deliver Bonds, which the Registered Owner making the exchange is entitled to receive, bearing numbers not previously assigned.

The Treasurer shall not be required to transfer or exchange (i) all or any portion of any Bond subject to prior redemption during the period beginning at the opening of business fifteen days before the day of the mailing by the Treasurer of notice calling any Bonds for prior redemption and ending at the close of business on the day of such mailing, or (ii) all or any portion of a Bond after the mailing of notice calling such Bond or any portion thereof for prior redemption.

The Treasurer may require the payment, by the Registered Owner of any Bond requesting exchange or transfer, of any reasonable charges therefor, as well as any taxes, transfer fees or other governmental charges required to be paid with respect to such exchange or transfer.

Except as otherwise herein provided with respect to Record Dates and Special Record Dates, the person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, whether or not such Bond is overdue, and neither the Agency nor the Treasurer shall be affected by any notice to the contrary; and payment of or on account of the principal, interest, or premium, if any, on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge such Bond to the extent of the sum or sums paid.

Subject to the registration provisions hereof, the Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Registered Owners thereof shall possess all rights enjoyed by the holders or owners of negotiable instruments under the provisions of the Uniform Commercial Code - Investment Securities. The principal of and interest on the Bonds shall be paid, and the Bonds shall be transferable, free from and without regard to any equities, set-offs or cross-claims between or among the Agency, the Treasurer and the original or any intermediate owner of any Bonds.

Section 2.09. Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Treasurer for cancellation pursuant to this Resolution, upon payment thereof or for replacement pursuant to Section 2.07, such Bond shall be promptly canceled by the Treasurer. A counterpart of a certificate of cancellation shall be furnished by the Treasurer to the Agency, upon request by the Agency.

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Section 2.10. Temporary Bonds. The Agency may execute and the Treasurer may authenticate and deliver one or more Bonds in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form herein provided, with appropriate omissions, variations and insertions, and in authorized denominations, pending the preparation of one or more Bonds in definitive form. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit of this Resolution.

Section 2.11. Additional Obligations. The Agency may issue Additional Obligations and Subordinate Obligations for any lawful purpose.

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ARTICLE III.

PRIOR REDEMPTION OF BONDS

Section 3.01. Optional Redemption Dates and Prices. The Bonds maturing on and after June 15, 2002, are subject to redemption prior to maturity, at the option of the Agency, on and after June 15, 2001, in whole or in part in integral multiples of \$5,000, from any maturity or maturities or portions thereof as selected by the Agency, and by lot within a maturity in such manner as the Treasurer shall determine (giving proportionate weight to Bonds in denominations greater than \$5,000), at the redemption prices (expressed as a percentage, set forth below, of principal amount of the Bonds to be redeemed), plus accrued interest to the date of redemption.

Redemption DatesRedemption Prices

June 15, 2001 through June 14, 2002	101%
June 15, 2002 and thereafter	100%

Section 3.02. Notice of Prior Redemption. The Agency Representative shall give written instructions concerning any optional prior redemption of Bonds pursuant to Section 3.01 hereof to the Treasurer at least sixty (60) days prior to the redemption date. Notice of the call for any prior redemption, identifying the Bonds or portions thereof to be redeemed, shall be given by the Treasurer by first class mail (or, only if and to the extent so directed in writing by the Agency, by registered or certified mail), at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed, in whole or in part, at the address shown on the registration records; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner actually receives the notice.

Section 3.03. Redemption Payments. Prior to the date fixed for redemption, funds shall be deposited with the Treasurer in the Debt Service Fund to pay, and the Treasurer is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called, together with accrued interest thereon to the redemption date and any required premium. The principal amount so redeemed and any redemption premium will be payable at the office of the Treasurer or at such other office as may be designated by the Treasurer, upon presentation and surrender to the Treasurer of the Bonds so redeemed. Accrued interest to the redemption date will be paid by the Treasurer by check or draft mailed by the Treasurer to the Registered Owners thereof, as determined by the Treasurer and stated in the notice of the call for redemption (or by alternative means if so agreed to by the Registered Owner of any such Bond and the Treasurer). Upon the giving of notice as set forth in Section 3.02 hereof and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue after

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the date fixed for redemption.

Section 3.04. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Treasurer in accordance with Section 2.09 hereof.

Section 3.05. Partial Redemption. Upon surrender of any Bond for redemption in part only, the Treasurer shall authenticate and deliver to the Registered Owner thereof (without expense to such Registered Owner) a new Bond or Bonds of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

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ARTICLE IV.

REVENUES AND FUNDS

Section 4.01. Creation of Funds. There are hereby created and ordered established the following funds:

- (a) the Debt Service Fund; and
- (b) the Rebate Fund.

Moneys and investments in each of the funds shall be used only and exclusively as provided herein.

Section 4.02. Character, Custody and Uses of Funds.

(a) The Debt Service Fund shall be held by the Treasurer. Accrued interest deposited in the Debt Service Fund pursuant to Section 2.03(C)(1) hereof shall be used only for the payment of interest on the Bonds. Other moneys in the Debt Service Fund shall be used only for the payment of principal, interest and any prior redemption premium on the Bonds, except to the extent otherwise provided in Sections 4.04, 4.07 and 5.07 hereof.

(b) The Rebate Fund shall be held by the Treasurer. Moneys in the Rebate Fund shall be used only as provided in Sections 4.04 and 5.07 hereof. Moneys in the Rebate Fund shall not be subject to the lien of this Resolution to the extent that such moneys are required to be paid to the United States Treasury.

Section 4.03. Flow of Pledged Revenues. After the deposits required by the 1986A Indenture and the 1995B Indenture, the Pledged Revenues immediately upon receipt by the Agency shall be paid to the Treasurer and applied as follows and in the following order of priority:

(a) The Pledged Revenues shall be deposited to the Debt Service Fund until the amount on deposit in the Debt Service Fund is sufficient (together with any moneys available therefor in the Debt Service Fund) to pay the principal, interest and any prior redemption premium coming due on the Bonds for the Fiscal Year.

(b) The remaining Pledged Revenues shall be deposited to the Rebate Fund to the extent, if any, necessary to comply with Sections 4.04 and 5.07 hereof. Such deposits may be made, on the same dates as (but subsequent to) the deposits to the Debt Service Fund described in paragraph (a) above, to the extent that the necessity of such deposits is apparent to the Agency on such dates; but such deposits shall in any event be made annually on the anniversary date of the delivery of the Bonds, as and to the extent provided in Section 5.07 hereof.

(c) Any Pledged Revenues remaining after the payments and deposits required

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by paragraphs (a) and (b) above have been made shall be released from the lien of this Resolution (provided, however, that such releases may be effectuated at such other times as may be required to pay fees, charges and expenses of the Treasurer with respect to the Bonds and of registrars or paying agents for Additional Obligations).

The application of the Pledged Revenues provided in this Section shall be made after the application provided in the 1986A Indenture and the 1995B Indenture. Funds or accounts for any Additional Obligations shall be funded prior to, in the case of superior obligations, or ratably and concurrently (but not necessarily simultaneously), in the case of parity obligations, with the funds for the Bonds as provided above.

Section 4.04. Rebate Fund. There shall be deposited into the Rebate Fund investment income on moneys in any fund created hereunder to the extent directed by the Agency pursuant to Section 5.07 hereof; Pledged Revenues to the extent provided in Section 4.03 hereof; and all other moneys received by the Treasurer such moneys are to be deposited into the Rebate Fund. The Treasurer shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Federal Tax Exemption Certificate) at the times and in the amounts directed by the Agency pursuant to Section 5.07 hereof. Upon receipt by the Treasurer of an opinion of nationally recognized bond counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be on deposit therein pursuant to the provisions of the Federal Tax Exemption Certificate, such excess shall be transferred to the Debt Service Fund.

Section 4.05. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Treasurer for the benefit of the Registered Owner thereof, all liability of the Agency to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Treasurer to hold such funds for a period of four (4) years subsequent to the date the Bond became due (whether at maturity or otherwise), without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Resolution or on, or with respect to, such Bond. Subsequent to the aforementioned four (4) year period, the Treasurer shall pay to the Agency such funds held by the Treasurer, and the Registered Owner of such Bond shall thereafter be restricted exclusively to seeking payment from the Agency which shall not be required to place such moneys in any trust fund or other special fund or account for the benefit of the Registered Owner of such Bond.

Section 4.06. Moneys to Be Held in Trust. All moneys required to be deposited with or paid to the Treasurer for deposit in any fund shall be held by the Treasurer in trust, and except for moneys deposited with or paid to the Treasurer for the redemption of less than all of the Outstanding Bonds, notice of the redemption of which has been duly given, shall, while held by the Treasurer, constitute part of the Pledged Revenues and be subject to the lien created hereby.

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Section 4.07. Excesses in Funds. After payment in full of the principal of and premium, if any, and interest on the Bonds and the fees, charges and expenses of the Treasurer and all other amounts required to be paid hereunder, any remaining moneys held by the Treasurer (except moneys in the Rebate Fund, which shall be applied as otherwise provided herein), shall be paid to the Agency.

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ARTICLE V.

GENERAL COVENANTS

Section 5.01. Payment of Principal, Premium, if any, and Interest. The Agency covenants that it shall promptly pay the principal of, premium, if any, and interest on every Bond issued under this Resolution at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, subject to the limitations stated in Section 2.03 hereof.

Section 5.02. Performance of Covenants; Agency. The Agency shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions set forth in this Resolution, in any and every Bond executed, authenticated and delivered hereunder, and in all of its proceedings pertaining hereto. The Agency is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Resolution, and to pledge the receipts and amounts hereby pledged, in the manner and to the extent set forth herein. The Agency hereby represents and warrants that all actions taken by the Agency in connection with the issuance of the Bonds and the execution and delivery of this Resolution have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and shall be valid and enforceable obligations of the Agency according to the terms thereof and of this Resolution.

Section 5.03. Books, Records, Accounts and Financial Statements. The Agency covenants and agrees that it shall at all times keep, or cause to be kept, proper and current books, records and accounts in which complete and accurate entries shall be made of all transactions relating to the Pledged Revenues. Such books, records and accounts shall be open to inspection at reasonable times by the Treasurer, the Original Purchaser, and such accountants and other agents as any of them may designate. The Agency shall prepare or cause to be prepared, within one hundred eighty (180) days after the close of each Fiscal Year, a complete financial statement or statements for such year in reasonable detail covering the Pledged Revenues, certified by an independent certified public accountant or firm of certified public accountants selected by the Agency, and shall furnish a copy of such statement or statements to the Treasurer, the Original Purchaser and to any Registered Owner upon written request therefor. Such financial statements may be combined with the financial statements of the City.

Section 5.04. Tax Covenant. The Agency covenants for the benefit of the Registered Owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Agency or any facilities financed or refinanced by the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the

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payment in full or defeasance of the Bonds until the date on which all obligations of the Agency in fulfilling the above covenant under the Code and the law of the State have been met.

In addition, the Agency hereby covenants that its direction of investments pursuant to Article VI of this Resolution shall be in compliance with the procedures established by the Federal Tax Exemption Certificate to the extent required to comply with its covenants contained in the foregoing provisions of this Section and, to the extent required to comply with its covenants contained in the foregoing provisions of this Section, the investment earnings on any moneys held by the Treasurer or the Agency under this Resolution, or other Pledged Revenues, or other legally available moneys of the Agency, shall be deposited from time to time in the Rebate Fund for timely payment of all amounts due and owing to the United States Treasury. The Agency shall provide to the Treasurer at least annually from the date of delivery of the Bonds a certificate of the Agency Representative to the effect that (i) all requirements of this Resolution with respect to the Rebate Fund have been met on a continuing basis, (ii) the proper amounts have been and are on deposit in the Rebate Fund, and (iii) timely payment of all amounts due and owing to the United States Treasury have been made. If the certifications required by either (ii) or (iii) above cannot be made, the certificate shall so state and shall be accompanied either by Pledged Revenues or other legally available moneys of the Agency, together with a direction to the Treasurer to either deposit such moneys to the Rebate Fund or to pay such moneys over to the United States Treasury, as appropriate, or by directions to the Treasurer to transfer investment income available in any fund held by the Treasurer under this Resolution to the Rebate Fund or to the United States Treasury, as appropriate.

Section 5.05. Maintenance of Existence. The Agency covenants and agrees to take no action to terminate its existence so long as any Bonds remain Outstanding.

ARTICLE VI.

INVESTMENT OF MONEYS

Section 6.01. Investment of Moneys. Any moneys held by the Treasurer hereunder shall be invested or deposited by the Treasurer, on direction of the Agency, in accordance with the provisions of this Article. Any such investments or deposits shall be held by or under the control of the Treasurer. The Treasurer shall sell and reduce to cash a sufficient amount of such investments or deposits whenever the cash balance in any fund hereunder is insufficient to make a required payment from such fund, or otherwise upon the direction of the Agency.

The Agency hereby covenants that moneys on deposit in any fund created hereunder, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will be invested or deposited in compliance with the Agency's covenants in Section 5.07 hereof.

All moneys held by the Agency hereunder shall be invested or deposited by the Agency in any lawful investments or deposits for funds of the Agency. All moneys held by the Treasurer hereunder shall be invested or deposited by the Treasurer, on direction of the Agency, in Permitted Investments. Except to the extent otherwise provided by Sections 4.04 and 5.07 hereof, obligations purchased as an investment or deposit of moneys in any fund or account created hereunder shall be deemed at all times to be a part of such fund or account, any interest accruing thereon and any gain realized from such investment or deposit shall be credited to such fund or account, and any loss resulting from any such investment or deposit shall be charged to such fund or account. All amounts representing accrued interest shall be invested only in Permitted Investments maturing at such times and in such amounts as are necessary to match the interest payments for which they are to be used. In computing the amount in any fund or account, Permitted Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur at least annually. Nothing herein shall prevent the Treasurer from making more frequent determinations of valuation.

All directions from the Agency to the Treasurer concerning the investment or deposit of funds shall be in writing or shall be given orally with written confirmation to follow promptly. The Treasurer shall be entitled to assume that any deposit or investment directed by the Agency is lawful.

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ARTICLE VII.

DISCHARGE OF LIEN

Section 7.01. Discharge of Lien. If the Agency shall pay or cause to be paid, or there shall otherwise be paid or provision for payment made, to the Registered Owners of the Bonds, the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Agency shall pay or cause to be paid to the Treasurer all sums of money due or to become due to the Treasurer, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Treasurer shall cancel and discharge the lien of this Resolution, and execute and deliver to the Agency such instruments in writing as shall be required to release the lien of this Resolution, and reconvey, release, assign and deliver unto the Agency any and all of the estate, right, title and interest in and to any and all rights or property conveyed, assigned or pledged to the Treasurer or otherwise subject to the lien of this Resolution, except cash and securities held by the Treasurer for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article VII and for all purposes of this Resolution when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing in trust and irrevocably setting aside exclusively for such payment (A) moneys sufficient to make such payment, (B) Governmental Obligations (which shall not contain provisions permitting the redemption thereof at the option of the issuer) maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such cash and Governmental Obligations, and (b) all necessary and proper fees, compensation and expenses of the Treasurer pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Treasurer. If Bonds for which an irrevocable deposit has been made as provided in clause (ii) above are to be redeemed prior to maturity at the Agency's option pursuant to Section 3.01 hereof, the Agency shall also have given to the Treasurer irrevocable instructions to give notice of such redemption in accordance with Section 3.02 hereof. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Resolution, except for the purposes of any such payment from such moneys and Governmental Obligations.

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ARTICLE VIII.

DEFAULT PROVISIONS AND REMEDIES

Section 8.01. Events of Default. The occurrence of any of the following events is hereby declared to constitute an Event of Default if the registered owner or owners of 100% of the Bonds adopts a resolution declaring that it or they will treat such event or events as an Event of Default hereunder:

- (a) Default by the Agency in the due and punctual payment of interest on any Bond;
- (b) Default by the Agency in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for prior redemption thereof;
- (c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Agency set forth in this Resolution or in the Bonds and failure to remedy the same after notice thereof pursuant to Section 8.07 hereof;
- (d) The Agency shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or a court of competent jurisdiction shall approve a petition, filed with or without the consent of the Agency, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Agency, or of the whole or any substantial portion of its property.

Section 8.02. Remedies. Upon the occurrence of an Event of Default, the Treasurer may exercise its rights as a secured creditor with respect to the Pledged Revenues and may also pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds; provided, however, that the principal of, premium, if any, and interest on the Outstanding Bonds shall not be accelerated.

No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and such right or power may be exercised from time to time as often as may be deemed expedient. No waiver of an Event of Default hereunder by the Registered Owners of the Bonds shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 8.03. Right of Registered Owners of Bonds to Direct Proceedings. Anything in this Resolution to the contrary notwithstanding (but subject to the provisions of Sections 8.02 and 11.03 hereof), the Registered Owners of a majority in aggregate principal amount of the Outstanding Bonds shall have the right, at any time, by an instrument or

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instruments in writing executed and delivered to the Agency, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Resolution, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Resolution.

Section 8.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Registered Owners of the Bonds under this Resolution, the Registered Owners of the Bonds shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Pledged Revenues and of the revenues, earnings, income, products and profits thereof, pending a determination of such proceedings, with such powers as the court making such appointment shall confer.

Section 8.05. Application of Moneys. All moneys received by the Treasurer pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities, and advances incurred or made by the Registered Owners of the Bonds, including attorney fees, be deposited in the Debt Service Fund and all moneys in the Debt Service Fund shall be applied as follows:

FIRST - To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the Persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Resolution), with interest on such Bonds from the respective dates upon which they became due, and if the amount available shall not be sufficient to pay the Bonds in full, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section 8.05, such moneys shall be applied at such times, and from time to time, as the Treasurer shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Subject to the provisions of Section 2.02 hereof concerning Special Record Dates for the payment of defaulted interest, whenever the Treasurer shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which

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such application is to be made, and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. Subject to the provisions of Section 2.02 hereof concerning Special Record Dates for the payment of defaulted interest, the Treasurer shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Registered Owner of any Bond until such Bond shall be presented to the Treasurer for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of, premium, if any, and interest on all Bonds have been paid under the provisions of this Section 8.05 and all expenses and charges of the Treasurer have been paid, any balance remaining in the Debt Service Fund shall be disbursed as provided in Section 4.07 hereof.

Section 8.06. Waivers of Events of Default. The Registered Owners of (i) more than two-thirds (2/3) in aggregate principal amount of all Outstanding Bonds in respect of which an Event of Default in the payment of principal or interest, or both, exists, or (ii) more than two-thirds (2/3) in aggregate principal amount of all Outstanding Bonds in the case of any other Event of Default, may waive any Event of Default hereunder; provided, however, that there shall not be waived any Event of Default in the payment of the principal of or interest on any Outstanding Bonds unless prior to such waiver or rescission, all arrears of principal and interest, and all fees and expenses of the Registered Owners in connection with such Event of Default shall have been paid or provided for. In case of any such waiver or rescission, then and in every such case the Agency and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 8.07. Notice of Defaults Under Section 8.01(c); Opportunity of Agency to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 8.01(c) hereof shall constitute an Event of Default until actual notice thereof by registered or certified mail shall be given to the Agency by the Treasurer or by the Registered Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Outstanding Bonds and the Agency shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, that if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Agency within the applicable period and diligently pursued until the default is corrected.

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ARTICLE IX.

THE REGISTRAR

Section 9.0A. Registrar; Acceptance of Duties. The Treasurer is hereby appointed as bond registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds (the "Registrar"), subject to the following terms and conditions:

(a) The Treasurer may become the owner of Bonds secured hereby and may otherwise deal with the Agency with the same rights which it would have if it were not the Treasurer.

(b) The Treasurer shall not be required to take notice or be deemed to have notice of any Event of Default hereunder (except failure by the Agency to make the required deposits to the Debt Service Fund or to file with the Treasurer any document required by this Resolution to be so filed subsequent to the issuance of the Bonds, of which Events of Default the Treasurer shall be deemed to have notice) unless the Treasurer shall be specifically notified in writing of such Event of Default by the Agency or by the Registered Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds, and all notices or other instruments required by this Resolution to be delivered to the Treasurer, must, in order to be effective, be delivered at the office of the Treasurer, and in the absence of such notice so delivered the Treasurer may conclusively assume there is no Event of Default except as aforesaid.

(c) At any and all reasonable times the Treasurer and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the books and records of the Agency pertaining to the Agency Improvements, the Pledged Revenues and the Bonds, and to make such copies and memoranda from and with regard thereto as may be desired.

(d) All moneys received by the Treasurer shall, until used or applied as provided herein, be held in trust for the purposes for which they were received.

Section 9.01. Fees, Charges and Expenses of Treasurer. The Treasurer shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Treasurer in connection with such services, and Pledged Revenues shall be applied thereto in the priority and manner provided by Section 4.03 hereof. Upon the occurrence of an Event of Default, but only upon the occurrence of an Event of Default, the Treasurer shall have a first lien with right of payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Pledged Revenues for the foregoing fees, charges and expenses incurred by the Treasurer.

Section 9.02. Resignation. The Registrar and any successor registrar or paying agent may at any time resign from its duties hereunder by giving 30 days' written notice by first

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class mail (i) to the Agency, and (ii) to the Registered Owner of each Bond as shown by the registration records; provided that such resignation shall not take effect until the appointment of a successor registrar or paying agent as provided in Section 9.04 hereof.

Section 9.03. Removal of Registrar. The Registrar may be removed at any time by the Agency, in the event the Agency reasonably determines that the Registrar is not duly performing its obligations hereunder, or by an instrument or concurrent instruments in writing delivered to the Registrar and to the Agency and signed by the Registered Owners (or by their attorneys in fact duly authorized) of at least a majority in aggregate principal amount of Outstanding Bonds. No removal of the Registrar shall be effective until the appointment of a successor registrar or paying agent as provided in Section 9.04 hereof.

Section 9.04. Appointment of Successor Registrar or Paying Agent. In case the Registrar shall resign or be removed, a successor registrar and/or paying agent may be appointed by the Agency.

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ARTICLE X.

SUPPLEMENTAL RESOLUTIONS

Section 10.01. Supplemental Resolutions Not Requiring Consent of Registered Owners of Bonds. The Agency may, without consent of, or notice to, any of the Registered Owners of the Bonds, enter into an resolution or resolutions supplemental to this Resolution for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution;
 - (b) To grant to or confer upon the Treasurer for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Registered Owners of the Bonds or the Treasurer;
 - (c) To subject to this Resolution additional revenues, properties or collateral;
 - (d) To evidence the succession of a new registrar or paying agent hereunder;
- or
- (e) To make any other amendment to the terms and provisions of this Resolution as is not adverse to the interests of the Registered Owners of the Bonds.

Section 10.02. Supplemental Resolutions Requiring Consent of Registered Owners of Bonds. Exclusive of supplemental resolutions permitted by Section 10.01 hereof and subject to the terms and provisions set forth in this Section 10.02, and not otherwise, the Registered Owners of not less than two-thirds (2/3) in aggregate principal amount of the Outstanding Bonds shall have the right, from time to time, anything set forth in this Resolution to the contrary notwithstanding, to consent to and approve the execution by the Agency of such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Agency for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions set forth in this Resolution or in any supplemental resolution; provided, however, that nothing in this Resolution shall permit, or be construed as permitting:

- (a) An extension of the maturity of the principal of, or the interest on, any Bond, or a reduction in the principal amount of, or any redemption premium on, or the rate of interest on, any Bond, or a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or the deprivation of the Registered Owner of any Bond of the lien hereby created on the Pledged Revenues, without the consent of the Registered Owner of each Bond adversely affected thereby; or
- (b) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution, or the creation of any lien on the Pledged Revenues or any part thereof which is prior or superior to the lien of the Bonds (except as provided in Section

9.02 hereof with respect to the fees, charges and expenses of the Treasurer upon an Event of Default), without the consent of the Registered Owners of all Bonds Outstanding.

The Treasurer shall cause notice of any supplemental resolution to be given by registered or certified mail to the Registered Owner of each Bond. Such notices shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the office of the Treasurer for inspection by all Registered Owners of the Bonds.

Section 10.03. Amendments to Resolution Not Requiring Consent of Owners of the Bonds. The Agency shall without the consent of or notice to the Owners of the Bonds consent to any amendment, change or modification of the Resolution (a) required by the provisions of this Resolution, (b) for the purpose of curing any ambiguity or formal defect or omission so long as such cure does not adversely affect the interests of the Owners of the Bonds, (c) to add additional rights acquired in accordance with the provisions of the Resolution, or (d) in connection with any other change therein which is not to the prejudice of the Owners of the Bonds.

Section 10.04. Amendments to Resolution Requiring Consent of Owners of the Bonds. Except for the amendments, changes or modifications as provided in Section 10.03 hereof, the Agency shall not consent to any other amendment, change or modification of the Resolution without the giving of notice and the written approval or consent of the Owners of not less than 66-2/3% in aggregate principal amount of the Bonds at the time Outstanding given and procured as in this Section provided. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Treasurer for inspection by all Owners of the Bonds. Nothing contained in this Section shall permit, or be construed as permitting, a reduction of the aggregate principal amount of Bonds, the Owners of which are required to consent to any amendment, change or modification of the Resolution or a reduction in, or a postponement of, the payments of Pledged Revenues, without the consent of the Owners of all the Bonds then Outstanding.

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ARTICLE XI.

MISCELLANEOUS

Section 11.01. Consents of Registered Owners of Bonds. Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owners of any Bonds may be in any number of concurrent documents and may be executed by such Registered Owner in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the written appointment of any such agent or the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Treasurer with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him or her the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amounts, numbers and other identification of such Bonds, and the dates of ownership of the same shall be proved by the registration records maintained by the Registrar.

Any consent or waiver by the Registered Owner of any Bond shall be conclusive and binding upon such Registered Owner and upon all future Registered Owners of such Bond and of any Bond issued in replacement thereof, whether or not notation of such consent or waiver is made upon such Bond.

Section 11.02. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any Person other than the Agency and the Registered Owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Agency and the Registered Owners of the Bonds as provided herein.

Section 11.03. Inconsistent Resolutions. Any resolution of the Agency, and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 11.04. Payments Due on Saturdays, Sundays and Holidays. In any case where the payment date for interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law to close, then payment of principal, premium, if

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any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the payment date or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 11.05. Liability of Agency Limited; No Personal Liability.

Notwithstanding anything in this Resolution, the Agency shall not be required to advance any money derived from any source of income other than the money pledged in Section 4.01 of this Resolution for the payment of the interest on or the principal of or redemption premiums, if any, on the Bonds or for the performance of any covenants herein contained.

The Bonds are special, limited obligations of the Agency and are payable, as to interest thereon, principal thereof and any premiums upon the redemption of any thereof, exclusively from the money pledged in Section 4.01 of this Resolution, and the Agency is not obligated to pay them except from such pledged money. The Bonds are not a debt of the City of Las Vegas, Nevada or the State of Nevada or any of its political subdivisions, and neither such City, such State nor any of its political subdivisions is liable therefor, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Agency. The Bonds do not constitute indebtedness within the meaning of any constitutional or statutory limitation or restriction.

No member, officer or employee of the Agency shall be individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds.

Section 11.06. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 11.07. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Resolution.

Section 11.08. Rules of Interpretation.

(a) In this Resolution, unless the context otherwise requires:

(i) The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Resolution as a whole and not to any particular article, section or subdivision hereof; and the term "heretofore" means before the date of execution of this Resolution, the term "now" means at the date of execution of this Resolution, and the term "hereafter" means after the date of execution of this Resolution:

(ii) Words of the masculine gender include correlative words of the feminine and neuter genders and words importing the singular number include the plural number and vice versa; and

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(iii) If at any time there shall be one Person who shall be the Registered Owner of all of the Outstanding Bonds and this Resolution shall require the consent of the Treasurer for a particular purpose, then the consent of that Person shall be required in lieu of the consent of the Treasurer for that purpose, unless that Person shall have been notified and shall not have responded within a reasonable period of time.

(b) Nothing expressed or implied in this Resolution is intended or shall be construed to confer upon or to give any Person, other than the Agency, the Treasurer and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, agreement, condition or stipulation hereof.

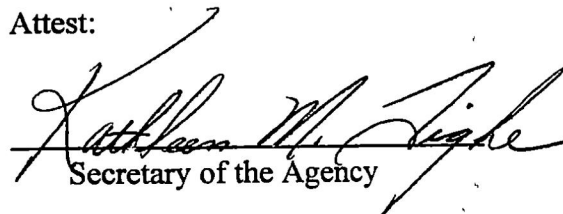
Section 11.09. Expiration of Terms and Provisions. The terms and provisions of this Resolution shall expire, without any further action by the Agency, at such time as all the Bonds (including any Additional Bonds or Subordinate Bonds then Outstanding) are cancelled; provided that the terms and provisions of this Resolution survive the cancellation of the Bonds for so long as the loan contemplated by the Loan Agreement between the Agency and the City dated as of March 6, 1996 remains unpaid.

Section 11.10. Exhibit. Exhibit A, the form of the Bonds (including certain other related forms and certifications), is attached to and by reference made a part of this Resolution.

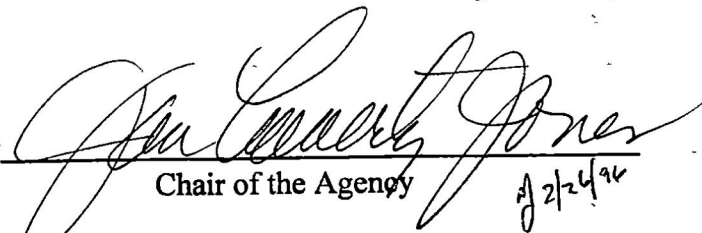
PASSED AND ADOPTED by the City of Las Vegas Downtown Redevelopment Agency, at a regular meeting thereof on February 21, 1996.

[SEAL]

Attest:


Secretary of the Agency

By


Chair of the Agency

2/24/96

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STATE OF NEVADA)
)
 COUNTY OF CLARK) SS.
)
 CITY OF LAS VEGAS)

I, Kathleen Tighe, the duly chosen, qualified and acting Secretary of the City of Las Vegas Downtown Redevelopment Agency (the "Agency"), do hereby certify:

A. The foregoing pages 1 through 37 constitute a true, correct, complete and compared original of the Resolution of the Agency passed and adopted on February 21, 1996.

B. The original of the Ordinance has been approved and authenticated by the signatures of the Chair of the Agency and myself as Secretary of the Agency, and sealed with the seal of the Agency, and has been recorded in the minutes of the Agency kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

C. All of the members of the Agency present at the meeting of the Agency of February 21, 1996 voted on the passage of the Resolution as follows:

Those Voting Aye: JAN LAVERTY JONES
 ARNIE ADAMSEN
 GARY REESE

Those Voting Nay: NONE

Those Absent: NONE

Those Not Voting: MATTHEW Q. CALLISTER
 MICHAEL J. MCDONALD

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D. All members of the Agency were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) City Hall
Las Vegas, Nevada
- (ii) Senior Citizens Center
Las Vegas, Nevada
- (iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (iv) Downtown Transportation Center
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Agency in the same manner in which notice is required to be mailed to a member of the Agency. Such notice, if mailed, was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

E. Upon request, the Agency provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Agency for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

B. A copy of such notice as posted and mailed is attached hereto as

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Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
seal of the Agency this February 21, 1996.


Secretary

(SEAL)

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EXHIBIT A

[FORM OF BOND]

UNITED STATES OF AMERICA
STATE OF NEVADA
COUNTY OF CLARK
CITY OF LAS VEGAS
CITY OF LAS VEGAS DOWNTOWN REDEVELOPMENT AGENCY
TAX INCREMENT SUBORDINATE LIEN REVENUE BOND
SERIES 1996

No. R-

INTEREST RATE	MATURITY DATES	DATED AS OF	CUSIP
	JUNE 15, ____	____, 1996	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The City of Las Vegas Downtown Redevelopment Agency (the "Agency"), a public body corporate and politic duly organized and existing under the laws of the State of Nevada, for value received, hereby promises to pay, but solely from the special sources hereinafter designated, to the Registered Owner designated above, or registered assigns, on the Maturity Date specified above, the Principal Amount specified above, and in like manner to pay interest on said Principal Amount from the date hereof at the Interest Rate specified above, payable semiannually on June 15 and December 15 of each year, commencing June 15, 1996, until said Principal Amount is paid, unless this Bond shall have been called for prior redemption and payment hereof shall have been made or provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the office (or such other office as may be designated) of the Treasurer of the City of Las Vegas, Nevada (the "Treasurer") or at such other office as may be designated by the Treasurer. Payment of interest on this Bond shall be made on or before each interest payment date (or if such interest payment date is not a business day, on or before the next succeeding business day), by check or draft mailed by the Treasurer to the person in whose name this Bond is registered in the registration records of the Treasurer (the "Registered Owner") at the address appearing thereon at the close of the business on the last day of the calendar month (whether or not a business day) next preceding such interest payment date (the "Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Registered Owner hereof at the close of business on the Record Date and shall be payable to the person who is the Registered Owner hereof at the close of business on a Special Record Date (as defined in the Resolution) for the payment of such defaulted interest. Such Special Record Date and the date fixed for payment of

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such defaulted interest shall be fixed by the Treasurer whenever moneys become available for payment of the defaulted interest. Notice of the Special Record Date and the date fixed for payment of such defaulted interest shall be given to the Registered Owners of the Bonds not less than ten days prior to the Special Record Date. All such payments shall be made in lawful money of the United States of America.

The Bonds are issued by the Agency pursuant to and in full compliance with the Constitution and laws of the State of Nevada, particularly the Nevada Community Redevelopment Law, consisting of NRS 279.382 to 279.680, inclusive (the "Act"), and pursuant to a resolution duly adopted by the Agency (the "Resolution") for the purpose of defraying a portion of the costs of a redevelopment project (the "Agency Improvements") located in an area (the "Redevelopment Area") within the boundaries of the City of Las Vegas, Clark County, Nevada.

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of the Resolution, pursuant to which the Pledged Revenues (as defined therein) are pledged to the Treasurer to secure the payment of the principal of and interest on the Bonds. The lien for the payment of the Bonds is subordinate to the lien on a portion of the Pledged Revenues (as defined in the Resolution) of the Agency's outstanding Tax Increment Revenue Bonds (City of Las Vegas Downtown Redevelopment Project), Series 1986A, the Agency's outstanding Tax Increment Insured Refunding Parity Lien Revenue Bonds, Series 1995A, the Agency's outstanding Tax Increment Subordinate Lien Revenue Bonds (Fremont Street Project), Series 1994A and the Agency's outstanding Tax Increment Subordinate Lien Refunding Revenue Bonds, Series 1995B. The Resolution permits the issuance of additional obligations secured by the Pledged Revenues (as defined in the Resolution) subordinate to, or on a parity with, or superior to the Bonds. The Bonds are special, limited obligations of the Agency, equally and ratably secured by an irrevocable pledge of and lien on, and payable as to principal and interest solely from, the Pledged Revenues, without priority between or among the Bonds with respect to number, date of sale, date of execution or date of delivery. Principal of and interest on the Bonds shall not constitute an indebtedness of the City, the State of Nevada or any other political subdivision thereof, and neither the City, the State nor any political subdivision thereof other than the Agency shall be liable thereon, nor shall the principal of or interest on the Bonds constitute general obligations of the Agency or be payable out of any funds or properties of the Agency other than the Pledged Revenues.

Reference is hereby made to the Resolution for a further and more detailed description of the Pledged Revenues, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Agency, the Treasurer and the Registered Owners of the Bonds, and the terms upon which the Bonds are issued and secured.

The Bonds are issuable as fully registered bonds without coupons in denominations of \$5,000 and integral multiples thereof.

The Bonds maturing on and after June 15, 2002, are subject to redemption prior to maturity, at the option of the Agency, on and after June 15, 2001, in whole or in part at any time,

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in integral multiples of \$5,000, from any maturity or maturities or portions thereof as selected by the Agency, and by lot within a maturity in such manner as the Treasurer shall determine (giving proportionate weight to Bonds in denominations greater than \$5,000), at the redemption prices (expressed as a percentage, set forth below, of principal amount of the Bonds to be redeemed), plus accrued interest to the date of redemption.

<u>Redemption Dates</u>	<u>Redemption Prices</u>
June 15, 2001 through June 14, 2002	101%
June 15, 2002 and thereafter	100%

Notice of prior redemption shall be given by mailing a copy of the redemption notice, not more than 60 nor less than 30 days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed at the address shown on the registration records maintained by the Treasurer, in the manner set forth in the Resolution. All Bonds called for redemption will cease to bear interest after the specified redemption date.

The Treasurer shall not be required to transfer or exchange: (1) all or any portion of any Bond subject to prior redemption during the period beginning at the opening of business fifteen days before the day of the mailing by the Treasurer of notice calling any Bonds for prior redemption and ending at the close of business on the day of such mailing; or (2) all or any portion of a Bond after the mailing of notice calling such Bond or any portion thereof for prior redemption. Except as otherwise provided with respect to record dates for the payment of interest, the Agency and the Treasurer may deem and treat the Registered Owner of any Bond as the absolute owner thereof for all purposes (whether or not such Bond shall be overdue) and any notice to the contrary shall not be binding upon the Agency or the Treasurer.

The Resolution imposes limitations and conditions on the rights of any Registered Owner to enforce the provisions of the Resolution or the Bonds. The Resolution permits, subject to certain conditions and limitations and with certain exceptions as provided therein, the amendment thereof and the modification of the rights and obligations of the Agency, the Treasurer and the rights of the Registered Owners of the Bonds. Any consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future Registered Owners of this Bond and of any Bond issued in replacement hereof whether or not notation of such consent or waiver is made upon this Bond. The Resolution also contains provisions permitting the waiver of defaults under the Resolution and their consequences.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Resolution, as defined herein, and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled

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to any security or benefit under the Resolution until the certificate of authentication hereon shall have been manually signed on behalf of the Treasurer.

IN WITNESS WHEREOF, the City of Las Vegas Downtown Redevelopment Agency has caused this Bond to be executed in its name by the facsimile or manual signature of its Chair and its corporate seal or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon and attested by the facsimile or manual signature of its Secretary, all as of the date set forth above.

CITY OF LAS VEGAS DOWNTOWN
REDEVELOPMENT AGENCY

ATTEST:

By: [Manual or Facsimile Signature]
Chair

By: [Manual or Facsimile Signature]
Secretary

[AGENCY'S SEAL OR FACSIMILE]

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CERTIFICATE OF AUTHENTICATION

Date of authentication and registration:

This is one of the Bonds issued pursuant to the within-mentioned Resolution, and has been duly registered in the registration records kept by the undersigned Treasurer.

_____,
as Treasurer of the City of
Vegas, Nevada

By: [Manual Signature]
City Treasurer

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LEGAL OPINION CERTIFICATE

The undersigned Secretary of the City of Las Vegas Downtown Redevelopment Agency hereby certifies that an opinion of Swendseid & Stern, a member in Sherman & Howard L.L.C., Attorneys at Law, Las Vegas, Nevada, in substantially the following form, was delivered to the City of Las Vegas Downtown Redevelopment Agency, and that said opinion was dated and issued as of the date of delivery of and payment for the Bonds.

CITY OF LAS VEGAS DOWNTOWN
REDEVELOPMENT AGENCY

By: [Manual or Facsimile Signature]
Secretary, City of Las Vegas
Downtown Redevelopment Agency

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ASSIGNMENT FORM

FEES AND TAXES MAY BE CHARGED FOR TRANSFER OR
EXCHANGE OF THIS BOND

For value received, the undersigned hereby sells, assigns and transfers unto
_____ the within Bond and hereby irrevocably constitutes
and appoints _____ attorney, to transfer the same on the records of the
Treasurer, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

Address of transferee:

Social Security or other tax
identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face
of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

(End of Form of Bond)