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RA-5-2006

RESOLUTION AUTHORIZING THE ISSUANCE OF THE TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE MODIFICATION IN THE AMOUNT OF $8,725,545.00 TO WMCV PHASE 1, LLC, AN AFFILIATE OF WORLD MARKET CENTER, LLC AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") entered into the First Amended and Restated Owner Participation Agreement dated July 7, 2004 (the "Agreement") with WMCV Phase 1, LLC, WMC I Associates, LLC and WMC II Associates, LLC (individually or collectively the "Developer") for the development of the World Market Center project for redevelopment (the "Project") on certain real property located in the Redevelopment Area within the boundaries of the City of Las Vegas, Clark County, Nevada; and

WHEREAS, the Agreement provided that upon the completion of a certain Phase of the Project and the submission by the Developer of certain hard and soft costs incurred by the Developer to construct and develop Qualified Improvements, as defined in the Agreement, for the Project, the Agency would issue a Taxable Tax Increment Subordinate Lien Note to reimburse the Developer of those certain costs; and

WHEREAS, the Developer has submitted written certification of the required documentation of the costs constituting the Qualified Improvements and the Agency has reviewed and approved such costs as accurate and were in fact incurred by the Developer; and

WHEREAS, pursuant to Section 117 of the Agreement, the Agency has reviewed the conditions precedent and has determined that Phase I of the Project is in compliance with the approved plans and the Certificate of Completion for Phase I of the Project has been executed and has or will be recorded; and

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WHEREAS, on June 15, 2005, the Agency issued the Taxable Tax Increment Subordinate Lien Note in the amount of One Million Six Hundred Ninety Six Thousand Six Hundred Twenty Two and 00/100 Dollars ($1,696,622.00) (the "Initial Note") to WMCV Phase 1, LLC pursuant to the terms of the Resolution RA-5-2005 and the Initial Note and that such issuance was 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 NRS 279.680, inclusive (the "Act") for the purpose of defraying a portion of the costs of the Project located in the Redevelopment Area.

WHEREAS, the Clark County Assessor's Office has subsequently assessed Phase 1 of the Project which has resulted in higher assessment values for Phase 1 of the Project and higher tax increment amount to the Agency which would derive from Phase 1.

WHEREAS, the Agency finds and determines that it may issue the Tax Increment Subordinate Lien Note Modification in the amount of Eight Million Seven Hundred Twenty Five Thousand Five Hundred Forty Five Dollars and 00/100 ($8,725,545.00) (the "Note") to WMCV Phase 1, LLC, pursuant to the terms of this Resolution and the Note and that the issuance is pursuant to and in full compliance with the constitution and the laws of the State of Nevada, particularly the Community Redevelopment Land, consisting of NRS 279.382 to 279.680, inclusive (the "Act") for the purpose of defraying a portion of the costs of the Project located in the Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED, that the Agency issue the Taxable Tax Increment Subordinate Lien Note Modification in the amount of Eight Million Seven Hundred Thousand Five Hundred Forty Five Thousand and 00/100 Dollars ($8,725,545.00) to WMCV

Phase 1, LLC, the form of such Note which is attached hereto as Exhibit "A" and incorporated herein by reference; and

RESOLVED FURTHER, that this Note is payable exclusively from Available Accrued Taxes as defined in the Agreement and that by the Developer or the Registered Owner accepting this Note, the Owner agrees that it has no other source to look for payment, and the Agency shall not be in default hereunder if the Owner of this Note is not paid the principal and interest hereon when due because of the fact the Available Accrued Taxes are insufficient for making that payment; however, any unpaid amounts due shall accrue from year to year until the Maturity Date and any available Accrued Taxes which are over and above what is needed for paying that current year's principal and interest on this Note and the amount required to pay Superior Bonds as described below shall be utilized for the purpose of paying such prior years' accrued and unpaid principal and interest requirements with respect to this Note. Any amounts due hereunder which have not been paid on or before the Maturity Date because of an insufficiency of Available Accrued Taxes shall cease to be due and payable thereafter and this Note shall be at that time deemed to be paid in full; and

RESOLVED, the payment of the Available Accrued Taxes for the payment of the principal and interest on the Note is subordinate and junior to the lien of the Agency Debt, described below. Payments of the principal and interest on the Note shall be made only if Available Accrued Taxes remain available to the Agency after the payment of the Agency's Pre-Existing Debt and Agency's Future Debt (as defined below) and failure to pay the principal of or interest on this Note as a result of the need to apply Available Accrued Taxes to Agency's Pre-Existing Debt and Agency's Future Debt (collectively "Agency Debt") should not be a default hereunder, but the amount not paid shall accrue from year to year until the maturity date and any

Available Accrued Taxes which are over and above the amount that is needed for paying that current year's principal and interest on the Note and the amount required to pay the Agency Debt in that current year shall be utilized for the purpose of paying such prior years accrued and unpaid principal and interest requirements with respect to the Note. All unpaid principal and interest that remains due on the Maturity Date hereof will cease to be owed and the Agency will owe no additional money after the Maturity Date hereof.

RESOLVED FURTHER, payment of the Note from Available Accrued Taxes will be subordinate to the repayment of the Agency's pre-existing debt ("Agency's Pre-Existing Debt") which is outstanding at the time such Note is issued, other than Agency debt to the City of Las Vegas, including any debt issued after such date for the purpose of refunding the then outstanding principal balance of such Agency's Pre-Existing Debt. Payment of the Note from Available Accrued Taxes will also be subordinate to the repayment of the Agency's debt ("Agency's Future Debt", which term does not include any Agency debt owed to the City of Las Vegas) which is issued hereafter as parity or subordinate Additional Parity Obligations or Subordinate Obligations as defined in and issued in accordance with the Indenture of Trust dated June 1, 1995 pursuant to which the Agency's Series 1995B Bonds were issued if, and only if, the chief financial officer of the Agency files a certificate prior to any issuance of such Agency's Future Debt establishing that the reasonably projected aggregated amount of the incremental increase in property taxes to be generated by all property within the City of Las Vegas Redevelopment Area over the remaining term of the then outstanding Notes, minus the aggregate amount of such incremental taxes to be set aside for low-income housing pursuant to NRS 279.685 and minus the aggregate remaining debt service on all then outstanding Notes, equals at least 115% of the reasonably projected debt service on all then outstanding Agency's Pre-

Existing Debt and on all then outstanding as well as the proposed to be issued Agency's Future Debt in each year in which a Note is to be outstanding. This paragraph does not limit or restrict the Agency's ability to issue additional notes ("Developer Notes") secured by all or a portion of the incremental taxes received by the Agency on property other than the Project.

RESOLVED FURTHER, the Note and all other Developer Notes (requiring payment from all or a portion of the tax increment on a specified parcel(s) of property in the City of Las Vegas Redevelopment Area) shall share pro-rata, according to the relative unpaid principal amount of all of such notes, in any reduction in payments caused by a need to use incremental taxes (including Available Accrued Taxes) to pay Agency Debt.

RESOLVED FURTHER, principal of and interest on the Note shall not constitute an indebtedness of the City, the Agency, 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 Note constitutes a general obligation of the Agency or be payable out of any funds or properties of the Agency other than Available Accrued Taxes.

RESOLVED FURTHER, except upon an assignment pursuant to Section 107 of the Agreement or to a Recognized Lender, or any other Acquiring Party or an Equity Acquiring Party pursuant to Section 1000 of the Agreement, the Note shall not be assigned by the Registered Owner to anyone other than those defined as Developer in the Agreement without the Agency's written consent, which the Agency may in its sole discretion, determine to grant. The Note shall be fully registered as to the payment of principal and interest and the City Treasurer, as Registrar/Paying Agent, shall maintain books for that purpose in his office. Such books shall show the name and address of the Registered Owner of the Note, the principal amount thereof, and the interest rates and the payment date for interest on the Note, and the due dates of the principal of the Note. Transfer of the Note may be made only on the registration books maintained by the Registrar and similarly noted on the Note. The Registrar shall so transfer the Note on presentation of the Note at his office together with evidence of transfer satisfactory to the Registrar and subject to such reasonable regulations as the Registrar may prescribe, and only in the circumstances described in the first sentence of this paragraph. The Registrar shall not be required to transfer the Note within fifteen (45) days of any date on which the principal of the Note is being prepaid.

RESOLVED FURTHER, the Note may be prepaid in whole or in part at any time. Notice of prepayment shall be given by mailing a copy of the prepayment notice by registered or certified mail, not less than 30 days prior to the date fixed for prepayment to the Registered Owner at the address shown on the registration records maintained by the Treasurer. The amount called for prepayment will cease to bear interest after the specified prepayment date. In case of prepayment of the principal of the Note, notation of such prepayment shall be made on the Note in the prepayment panel provided thereon, signed by the City Treasurer, and a like notation shall be made on the registration books. Prepayment shall not be made until the Note is presented to the Treasurer to make such notation, but interest shall cease to accrue on the portion prepaid on the date for prepayment listed in the prepayment notice. A notice of prepayment given in accordance with this paragraph shall be effective notwithstanding the failure of the Registered Owner to receive such notice.

RESOLVED FURTHER, the Note (or any portion of the principal or interest thereon) shall be deemed to be paid for all purposes of this Resolution when payment of the principal of 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) Government Obligations (which shall include only obligations of, or obligations unconditionally guaranteed by the United States that do 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 Government Obligations. If all or a portion of the principal of the Note for which an irrevocable deposit has been made as provided above is to be prepaid prior to maturity at the Agency's option the Agency shall also have given to the Treasurer irrevocable instructions to give notice of such prepayment. At such times as a Note shall be deemed to be paid hereunder, as aforesaid, such Note 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 Government Obligations.

RESOLVED FURTHER, that in the event that the Note is mutilated, lost, stolen or destroyed, the Treasurer may authenticate and issue a new Note, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Treasurer, and in the case of a lost, stolen or destroyed Note, there first shall be furnished to the Treasurer such evidence, information and indemnity as the Treasurer and the Agency may require. The Treasurer may charge the Registered Owner of the mutilated, lost, stolen or destroyed Note with its reasonable fees and expenses for such services.

RESOLVED FURTHER, each of the following are defined to be an "Event of Default" hereunder.

(i) the Agency fails to make a payment due on the Note when Available Accrued Taxes are available to that payment; or

(ii) the Agency defaults in complying with the terms and conditions of this Resolution or the Note.

If an Event of Default shall have occurred hereunder, and in the case of the events listed in clauses (ii) of the preceding sentence only, such Event of Default is not cured within 30 days after written notice from the Registered Owner hereof specifying the Events of Default and requiring that it be remedied, then the Registered Owner may proceed against the Agency to protect and enforce all of its rights hereunder by mandamus or by other suit, action or special proceeding in law or in equity in any Nevada court of competent jurisdiction for the specific performance of the covenants and agreements of the County hereunder, and the Registered Owner may exercise such other remedies available to it at law or in equity.

RESOLVED FURTHER, no recourse shall be had for the payment of the provisions of or interest on the Note or for any claim based thereon or otherwise in respect to the Resolution or other instrument pertaining thereto against any individual member of the Agency, or any officer or other agent of the Agency, past, present, or future, either directly or indirectly, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Note and as a part of the consideration of its issuance specially waived and released.

RESOLVED FURTHER the Agency, without consent of, or notice to, any of the Registered Owner of the Note, amend this resolution for any one or more of the following purposes:

(i) To cure any ambiguity or formal defect or omission in this Resolution;

(ii) To grant to or confer upon the Registered Owner any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Registered Owners;

(iii) To pledge additional revenues, properties or collateral to the payment of the Note; or

(iv) To make any other amendment to the terms and provisions of this Resolution as, in the judgment of the Agency, is not adverse to the interests of the Registered Owner.

Exclusive of amendments permitted by the preceding sentence, this Resolution will not be amended or modified without the written consent of the Registered Owner.

RESOLVED FURTHER 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 adoption of this Resolution and the issuance of the Note do exist, have happened and have been performed in due time, form and manner as required by law. The Chairperson of the Agency is hereby authorized to execute the Note on behalf of the Agency and the Secretary shall attest to said execution. The Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been manually signed on behalf of the Treasurer.

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THE FOREGOING RESOLUTION was passed, adopted and approved this 21st day of June, 2006.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: [signature]
OSCAR B. GOODMAN, Chairman

ATTEST:

[signature]
BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

[signature] 6/8/06
Date
Thomas R. Green