RA-6-2008

RESOLUTION AUTHORIZING THE ISSUANCE OF THE TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE IN THE AMOUNT OF $756,095.00 TO SIMON/CHELSEA LAS VEGAS DEVELOPMENT, LLC, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") entered into the Owner Participation Agreement dated June 9, 2002 with Simon/Chelsea Las Vegas Development, LLC, the First Amendment To Owner Participation Agreement dated March 5, 2003, and the Second Amendment to Owner Participation Agreement dated February 7, 2007 (collectively, the "Agreement") with Simon/Chelsea Las Vegas Development, LLC (the "Developer"). The Agreement provided for the development of Phase II of the Shopping 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 second 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 II of the Project is in compliance with the approved plans and the Certificate of Completion for Phase II of the Project has been executed and has or will be recorded; and

WHEREAS, on June 16, 2004, the Agency issued the Taxable Tax Increment Subordinate Lien Note in the amount of One Million Eight Hundred Thirty Seven Thousand Three Hundred Sixty and 00/100 Dollars ($1,837,360.00) (the "Original Note") to Simon/Chelsea Las Vegas Development, LLC pursuant to the terms of the Resolution RA-1-2004 and the Original 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 the Project which has resulted in higher assessment values 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 second Tax Increment Subordinate Lien Note n the amount of Seven Hundred Fifty Six Thousand Nintey Five and 00/100 Dollars ($756,095.00) (the "New Note" or Phase II Note) to Simon/Chelsea Las Vegas Development, LLC, pursuant to the terms of this Resolution and the New 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 second Taxable Tax Increment Subordinate Lien Note in the amount of Seven Hundred Fifty Six Thousand Ninety Five and 00/100 Dollars ($756,095.00) to Simon/Chelsea Las Vegas Development, LLC, the form of such Phase II Note which is attached hereto as Exhibit "A" and incorporated herein by reference; and

RESOLVED FURTHER, that this Phase II Note is payable exclusively from Available Accrued Taxes as defined in the Agreement and that by the Developer or the Registered Owner accepting this Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II Note is subordinate and junior to the lien of the Agency Debt, described below. Payments of the principal and interest on the Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II Note and all other Developer Notes, including, but not limited to the Original Note (requiring payment from all or a portion of the tax increment on a specified parcel 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 Phase II 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 Phase II 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, the Phase II 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 Phase II 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 Phase II Note, the principal amount thereof, and the interest rates and the payment date for interest on the Phase II Note, and the due dates of the principal of the Phase II Note. Transfer of the Phase II Note may be made only on the registration books maintained by the Registrar and similarly noted on the Phase II Note. The Registrar shall so transfer the Phase II Note on presentation of the Phase II 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 Phase II Note within fifteen (45) days of any date on which the principal of the Phase II Note is being prepaid.

RESOLVED FURTHER, the Phase II 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 Phase II Note, notation of such prepayment shall be made on the Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II Note shall be deemed to be paid hereunder, as aforesaid, such Phase II 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 Phase II Note is mutilated, lost, stolen or destroyed, the Treasurer may authenticate and issue a new Note, provided that, in the case of any mutilated Phase II Note, such mutilated Phase II Note shall first be surrendered to the Treasurer, and in the case of a lost, stolen or destroyed Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II 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 Phase II Note on behalf of the Agency and the Secretary shall attest to said execution. The Phase II Note 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.

THE FOREGOING RESOLUTION was passed, adopted and approved this 18TH day of June, 2008.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: [signature]
OSCAR B. GOODMAN, Chairman

ATTEST:

[signature]
Beverly K. Bridges, CMC, Secretary

APPROVED AS TO FORM

[signature]
Date 6/2/08

Exhibit "A"

CITY OF LAS VEGAS

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE MODIFICATION

DATED: June 18, 2008

PHASE II NOTE MATURITY DATE: June 30, 2016

REGISTERED OWNER: Simon/Chelsea Las Vegas Development, LLC

PRINCIPAL AMOUNT: $756,095.00

INTEREST RATE: SEVEN PERCENT (7.00%) PER ANNUM

The City of Las Vegas 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, on the following dates in the following principal installments:

DATE	PRINCIPAL AND INTEREST DUE
June 30, 2008	$126,622.00
June 30, 2009	$126,622.00
June 30, 2010	$126,622.00
June 30, 2011	$126,622.00
June 30, 2012	$126,622.00

June 30, 2013	$126,622.00
June 30, 2014	$126,622.00
June 30, 2015	$126,622.00
June 30, 2016	$126,622.00

and in like manner to pay interest on said Principal Amount from the date hereof at the Interest Rate specified above, payable annually on June 30 of each year, commencing June 30, 2008, until the earlier of the maturity date listed above or such time as said Principal Amount is paid, unless this Note shall have been called for prior prepayment and payment hereof shall have been made or provided for. The principal of this Note is payable in lawful money of the United States of America upon presentation and surrender hereof at the office of the City Treasurer of the City of Las Vegas Nevada (the "Treasurer") as paying agent under the Resolution pursuant to which this Note (the "Note") is issued and secured or at such other office as may be designated by the Treasurer. Payment of interest on this Note and other payments of principal shall be made by check or draft mailed by the Treasurer to the person in whose name this Note 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 business day next proceeding the date such interest is paid. All such interest payments shall be made in lawful money of the United States of America If any payment date is on a Saturday, Sunday or Legal Holiday, payment (by mail) shall be made on the next succeeding business day.

The Note is 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 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.

This Note is payable exclusively from Available Accrued Taxes as defined in the First Amended and Restated Owner Participation Agreement, dated as of June 9, 2002, between the Agency and Simon/Chelsea Las Vegas Development, LLC. By accepting this Note, the owner hereby agrees that it has no other source to look for payer, 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.

The payment of the Available Accrued Taxes for the payment of the principal and interest on this 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 this 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 this 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.

Payment of the Notes from Available Accrued Taxes will be subordinate to the repayment of the Original Note, 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 Notes 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 Note and all similar notes requiring payment from 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 tax increment to pay Agency Debt.

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 property of the Agency other than Available Accrued Taxes.

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

Except upon an assignment pursuant to Section 107 of the Agreement or to a Depository on behalf of a Recognized Lender, or any other Acquiring Party or an Equity Acquiring Party pursuant to Section 1000 of the Agreement, this 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 withhold in its sole discretion.

This 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 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.

The Resolution imposes limitations and conditions on the rights of any Registered Owner to enforce the provisions of the Resolution or the Note. 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.

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 the Resolution and the issue of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

This 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.

This Note shall not be amended or modified without the written consent of each Recognized Lender.

IN WITNESS WHEREOF, the City of Las Vegas Redevelopment Agency has caused this Note to be executed in its name by the facsimile or manual signature of its Chairperson 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
REDEVELOPMENT AGENCY

By:____________________________
OSCAR B. GOODMAN, Chairperson

ATTEST:

____
BEVERLY K. BRIDGES, CMC, Secretary

APPROVED AS TO FORM:

____
Date

CITY OF LAS VEGAS

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

TAXABLE TAX INCREMENT SUBORDINATE LIEN NOTE

DATED: June 18, 2008

PHASE II NOTE MATURITY DATE: June 30, 2016

REGISTERED OWNER: Simon/Chelsea Las Vegas Development, LLC

PRINCIPAL AMOUNT: $756,095.00

INTEREST RATE: SEVEN PERCENT (7.00%) PER ANNUM

The City of Las Vegas 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, on the following dates in the following principal installments:

DATE	PRINCIPAL AND INTEREST DUE
June 30, 2008	$126,622.00
June 30, 2009	$126,622.00
June 30, 2010	$126,622.00
June 30, 2011	$126,622.00
June 30, 2012	$126,622.00
June 30, 2013	$126,622.00
June 30, 2014	$126,622.00
June 30, 2015	$126,622.00
June 30, 2016	$126,622.00

and in like manner to pay interest on said Principal Amount from the date hereof at the Interest Rate specified above, payable annually on June 30 of each year, commencing June 30, 2008, until the earlier of the maturity date listed above or such time as said Principal Amount is paid, unless this Note shall have been called for prior prepayment and payment hereof shall have been made or provided for. The principal of this Note is payable in lawful money of the United States of America upon presentation and surrender hereof at the office of the City Treasurer of the City of Las Vegas Nevada (the "Treasurer") as paying agent under the Resolution pursuant to which this Note (the "Note") is issued and secured or at such other office as may be designated by the Treasurer. Payment of interest on this Note and other payments of principal shall be made by check or draft mailed by the Treasurer to the person in whose name this Note 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 business day next proceeding the date such interest is paid. All such interest payments shall be made in lawful money of the United States of America If any payment date is on a Saturday, Sunday or Legal Holiday, payment (by mail) shall be made on the next succeeding business day.

The Note is 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 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.

This Note is payable exclusively from Available Accrued Taxes as defined in the Owner Participation Agreement, dated as of June 9, 2002, between the Agency and Simon/Chelsea Las Vegas Development, LLC. By accepting this Note, the owner hereby agrees that it has no other source to look for payer, 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.

The payment of the Available Accrued Taxes for the payment of the principal and interest on this 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 this 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 this 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.

Payment of the Notes from Available Accrued Taxes will be subordinate to the repayment of the Original Note, 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 Notes 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 Note and all similar notes requiring payment from 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 tax increment to pay Agency Debt.

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 property of the Agency other than Available Accrued Taxes.

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

Except upon an assignment pursuant to Section 107 of the Agreement or to a Depository on behalf of a Recognized Lender, or any other Acquiring Party or an Equity Acquiring Party pursuant to Section 1000 of the Agreement, this 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 withhold in its sole discretion.

This 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 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.

The Resolution imposes limitations and conditions on the rights of any Registered Owner to enforce the provisions of the Resolution or the Note. 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.

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 the Resolution and the issue of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

This 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.

This Note shall not be amended or modified without the written consent of each Recognized Lender.

IN WITNESS WHEREOF, the City of Las Vegas Redevelopment Agency has caused this Note to be executed in its name by the facsimile or manual signature of its Chairperson 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
REDEVELOPMENT AGENCY

By: [signature]
OSCAR B. GOODMAN, Chairperson

ATTEST:

[signature]
Beverly K. Bridges, CMC, Secretary
APPROVED AS TO FORM:

[signature] 6/4/08
Date

TREASURER'S CERTIFICATE OF AUTHENTICATION

Date of authentication and registration:

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

CITY TREASURER OF THE CITY OF
LAS VEGAS, NEVADA

____
City Treasurer

ASSIGNMENT FORM

For value received, the undersigned hereby sells, assigns and transfers unto ________________ ________________________ the within Note and hereby irrevocably constitutes and appoints __________________________ attorney, to transfer the same on the records kept for registration of the within Note, with full power of substitution in the premises.

The undersigned certifies and warrants that the assignment made hereby is permitted by the Second Amendment To Owner Participation Agreement, dated as of February 7, 2007, between the Agency and Simon/Chelsea Las Vegas Development, LLC, and that all consents required thereby prior to this assignment have been obtained.

Dated: ___________________

____

Signature Guaranteed:

____

Name of Transferee:

____

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 Note in every particular, without alteration or enlargement or any change whatsoever.

Exhibit A

(Legal Description of Parcel}

(See Attachment "A")

Attachment A

Legal Description of Site

BEING LOT 1 OF "PARKWAY CENTER" ON FILE IN BOOK 53, PAGE 61 OF PLATS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITH THE EAST HALF (E 1/2) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS OF BONNEVILLE AVENUE AND GRAND CENTRAL PARKWAY AS DEDICATED TO CLARK COUNTY BY "GRANT DEED" RECORDED JULY 25, 2002 IN BOOK 20020725 OF OFFICIAL RECORDS AS DOCUMENT NUMBER 01343

FURTHER EXCEPTING THEREFROM THAT PORTION OF SAID LOT 1, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN BY SAID MAP;

THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, SOUTH 81°09'57" WEST, 667.42 FEET;

THENCE DEPARTING SAID CENTERLINE OF BONNEVILLE AVENUE, SOUTH 08°50'03" EAST, 50.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF THE AFOREMENTIONED LOT 1, ALSO BEING THE **POINT OF BEGINNING;**

THENCE ALONG SAID NORTHERLY LINE OF LOT 1, NORTH 81°09'57" EAST, 340.17 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THAT PORTION OF BONNEVILLE AVENUE AS DEDICATED TO CLARK COUNTY BY "GRANT DEED" RECORDED JULY 25, 2002 IN BOOK 20020725 OF OFFICIAL RECORDS AS DOCUMENT NUMBER 01343;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BONNEVILLE AVENUE THE FOLLOWING FOUR (4) COURSES:

1) CURVING TO THE RIGHT ALONG THE ARC OF A 95.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 30.17 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 09°21'39" EAST;

2) THENCE CURVING TO THE LEFT ALONG THE ARC OF A 105.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 33.34 FEET;

3) THENCE NORTH 81°09'57" EAST, 150.44 FEET;

4) THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 54.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 59°34'09", AN ARC LENGTH OF 56.14 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS DEDICATED TO CLARK COUNTY BY "GRANT DEED" RECORDED JULY 25, 2002 IN BOOK 20020725 OF OFFICIAL RECORDS AS DOCUMENT NUMBER 01343 TO WHICH A RADIAL LINE BEARS NORTH 50°44'06" EAST;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY THE FOLLOWING TWO (2) COURSES:

1) SOUTH 03°50'03" EAST, 70.15 FEET;

2) THENCE SOUTH 17°53'52" EAST, 41.15 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS DEDICATED TO CLARK COUNTY BY THE AFOREMENTIONED MAP (BOOK 53, PAGE 61 OF PLATS);

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY THE FOLLOWING THREE (3) COURSES:

1) SOUTH 03°50'03" EAST, 7.01 FEET;

2) THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 450.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 249.41 FEET;

3) THENCE SOUTH 27°55'16" WEST, 90.51 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, FROM A TANGENT BEARING SOUTH 58°55'26" WEST, CURVING TO THE RIGHT ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 58°59'50", AN ARC LENGTH OF 36.04 FEET;

THENCE NORTH 62°04'44" WEST, 68.77 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 127.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 03°03'16", AN ARC LENGTH OF 6.77 FEET;

THENCE NORTH 65°08'00" WEST, 90.90 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 05°14'02", AN ARC LENGTH OF 27.41 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 30°06'03" WEST;

THENCE NORTH 61°55'42" WEST, 233.52 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 177.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 22°33'24", AN ARC LENGTH OF 69.68 FEET;

THENCE NORTH 84°29'06" WEST, 51.82 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 87°04'31", AN ARC LENGTH OF 37.99 FEET;

THENCE NORTH 02°35'25" EAST, 24.77 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 432.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 01°36'50", AN ARC LENGTH OF 12.17 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 89°01'25" EAST;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 19°54'05", AN ARC LENGTH OF 52.10 FEET;

THENCE NORTH 20°52'40" EAST, 38.92 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 25°02'26", AN ARC LENGTH OF 13.11 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 44°04'54" WEST, ALSO BEING THE POINT OF BEGINNING.

CONTAINING 34.53 ACRES.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH THE NEVADA REVISED STATUTES (N.R.S.)

[Form of Prepayment Panel]

The following installments of principal (or portions thereof) of this Note have been prepaid in accordance with the terms of the Resolution authorizing the issuance of this Note.

Date of Prepayment	Principal Prepaid	Signature of Treasurer

Disclosure of Principals as of May 27, 2008

THE MEMBERS OF SIMON/CHELSEA LAS VEGAS DEVELOPMENT, LLC ARE:

CPG Partners, L.P.	105 Eisenhower Parkway Roseland, New Jersey 07068	(973) 228-6111
Simon Property Group, L.P.	225 W. Washington Street Indianapolis, Indiana 46204	(317) 636-1600

THE GENERAL PARTNER OF CPG PARTNERS, L.P. IS:

CPG Holdings, LLC	105 Eisenhower Parkway Roseland, New Jersey 07068	(973) 228-6111

THE GENERAL PARTNER OF SIMON PROPERTY GROUP, L.P. IS:

Simon Property Group, Inc. ("Simon")	225 W. Washington Street Indianapolis, Indiana 46204	(317) 636-1600

Simon is a publicly-held corporation and recent Forms 10-K and 10-Q for Simon have been provided to the Agency.

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

SIMON/CHELSEA LAS VEGAS DEVELOPMENT, LLC.
A Delaware limited liability company

By: CPG Partners, L P.
A Delaware limited partnership
Its Operating Member

By: CPG Holdings, LLC
A Delaware limited liability company
Its General Partner

By:____________________
John Klein
Co President
"Developer"

STATE OF NEW JERSEY)
) ss.
COUNTY OF ESSEX)

This instrument was acknowledged before me, a notary public on this 29th day of May, 2008, by John Klein, as Co-President of CPG Holdings, LLC.

Lori K Lakhan
Notary Public

LORI K. LAKHAN
Notary Public of New Jersey
I.D. # 2332617
Commission Expires 8/9/2010

LORI K. LAKHAN NOTARY PUBLIC NEW JERSEY

Site Map