$13,770,000
City of Las Vegas
Tax-Exempt Certificates of Participation
(City Hall Project),
Series 2009A

$174,500,000
City of Las Vegas
Taxable Certificates of Participation
(City Hall Project),
Series 2009B
(Direct Pay Build America Bonds)

Evidencing Assignments of Proportionate Undivided Interests in the Right to Receive Certain Revenues Consisting Principally of Rental Payments Payable by the City of Las Vegas, Nevada Under a Lease Purchase Agreement dated December 17, 2009 with QH Las Vegas, LLC

CERTIFICATE PURCHASE AGREEMENT

December 2, 2009

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Ladies and Gentlemen:

Stone & Youngberg LLC, as representative (the "**Representative**") for itself and Citigroup Global Markets Inc. and Siebert Brandford Shank & Co., LLC (collectively, the "**Underwriters**"), hereby offers to enter into this agreement (the "**Certificate Purchase Agreement**") with the City of Las Vegas, Nevada (the "**City**"). Upon the acceptance hereof by the City, this offer will be binding upon the City and the Underwriters. This offer is made subject to (i) the written acceptance hereof by the City and (ii) withdrawal by the Representative upon written notice (by telecopy, electronic mail or otherwise) delivered to the City at any time prior to the acceptance hereof by the City.

1. Purchase and Sale.

(a) Subject to the terms and conditions and upon the basis of the representations, warranties and agreements set forth in this Certificate Purchase Agreement, the Underwriters hereby agree to purchase from the City at the Closing Time on the Closing Date (both as defined below), and the City hereby agrees to sell and deliver to the Underwriters, all (and not less than all) of $13,770,000 in aggregate principal amount of City of Las Vegas Tax-Exempt Certificates of Participation (City Hall Project) Series 2009A (the "**Series 2009A Certificates**") and $174,500,000 City of Las Vegas Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds) (the "**Series 2009B Certificates**" and together with the Series 2009A Certificates, the "**Certificates**"). The Certificates shall be executed and delivered in fully registered form without coupons in denominations of $5,000 and in integral multiples thereof, shall be dated the date of their initial delivery and shall mature, represent interest, be subject to prepayment, and have such other terms as are provided in the Indenture (as defined herein). The aggregate net purchase price for the Series 2009A Certificates shall be $14,804,517.27 (being the aggregate principal amount of the 2009A Certificates, plus net original issue premium of $1,116,496.25, less an Underwriters' discount of $81,978.98, payable upon delivery of the Series 2009A Certificates to the Underwriters in the manner and on the date described in Section 6 hereto. The aggregate net purchase price for the Series 2009B Certificates shall be $169,208,629.85 (being the aggregate principal amount of the 2009B Certificates, less original issue discount of $3,702,922.35, less an Underwriters' discount of 1,588,447.80, payable upon delivery of the Series 2009B Certificates to the Underwriters in the manner and on the date described in Section 6 hereto. (The date of such

Submitted at City Council
Date 12/2/2009 Item CC 50
CC/RDA 3-8

payment and delivery is referred to in this Certificate Purchase Agreement as the "**Closing Date**," the hour and date of such payment and delivery is referred to herein as the "**Closing Time**," and the other actions contemplated hereby to take place at the time of such payment and delivery being herein sometimes called the "**Closing**.")

(b) The Representative represents and warrants that (i) it has been duly authorized by and on behalf of the Underwriters to execute this Certificate Purchase Agreement and (ii) it has been duly authorized by the Underwriters to act hereunder and, as the representative of the Underwriters, to take all actions, and waive any condition or requirement, required or permitted to be taken or waived hereunder by the Underwriters.

2. The Certificates. The Certificates shall be executed and delivered pursuant to Section 2.145 of the Charter of the City, being Chapter 517, Statues of Nevada, 1983, as amended (the "**Charter**"), and Sections 350.014, 350.087 through 350.095 and 350.800 of Nevada Revised Statutes (collectively, the "**Act**") and the Indenture of Trust, dated as of December 1, 2009 (the "**Indenture**"), by and between the City and U.S. Bank National Association, as trustee (the "**Trustee**"). Ordinance No. 2009-50, adopted by the Council of the City (the "**City Council**") on December 2, 2009 (the "**Ordinance**"), approved the City Legal Documents (defined below). The Certificates will have such other terms as are provided in the Indenture. Capitalized terms not otherwise defined in this Certificate Purchase Agreement shall have the meanings ascribed thereto in the Indenture.

The Certificates are being issued to (i) finance the acquisition and construction of a new city hall for the City (the "**Project**"), (ii) fund a Reserve Fund in an amount equal to the Reserve Fund Requirement for the Certificates, (iii) pay costs of issuance incurred in connection with the Certificates, and (iv) pay capitalized interest due with respect to the Certificates through December 1, 2012.

The Certificates evidence undivided interests in the right to receive Lease Revenues (as defined in the Indenture) which consist primarily of certain rental payments to be made by the City to QH Las Vegas, LLC (the "**Lessor**") pursuant to a Lease Purchase Agreement dated December 17, 2009 (the "**Financing Lease**") by and between the City and the Lessor, pursuant to which the Lessor will lease the Project, together with any other property that may be defined as part of the Leased Property by any Supplemental Indenture (collectively, the "**Leased Property**"), to the City and the City has agreed to pay Base Rent and Additional Rent (each as defined in the Financing Lease), subject, in each case, to the terms of the Financing Lease. The site of the Leased Property (the "**Land**") will be subleased to the City pursuant to the Sub-Ground Lease dated December 17, 2009 (the "**Sub-Ground Lease**") between the Lessor and the City until terminated as provided therein. The Lessor has leased the Land from PQ Las Vegas, LLC (the "**Site Owner**") pursuant to a Ground Lease dated December 17, 2009 (the "**Ground Lease**"). The Lessor and the City have entered into the City Hall Development Agreement dated December 17, 2009 (as it may be amended from time to time, the "**Development Agreement**") pursuant to which the Lessor has agreed to develop the Leased Property and construct the Project. Forest City Enterprises, Inc. ("**Forest City**") will at or prior to the Closing Date deliver to the City a completion guarantee (the "**Completion Guarantee**") guaranteeing the completion of the Project by the Lessor. Additionally, the Lessor and Forest City Commercial Construction Co., Inc. ("**Forest City Commercial**" and together with the Lessor, the Site Owner and Forest City, the "**Developer**") have entered into a Development Services Agreement dated November 5, 2009 (the "**Development Services Agreement**") pursuant to which the Lessor has contracted with Forest City Commercial to assist it in constructing the Project. The Lessor and Whiting-Turner Contracting Company ("**Whiting-Turner**") have entered into a contract dated November 5, 2009 (the "**GMP Contract**") for the construction of the Project.

City Parkway IV A, Inc. ("**CP**") and the Site Owner have entered into an "Exchange and Parcel P-Q Development Agreement" dated December 17, 2009 (the "**Exchange Agreement**") pursuant to which the Site Owner has agreed to exchange title to the Land for title to property owned by CP in accordance with the terms and conditions described therein (the "**Exchange Transaction**").

Pursuant to an Assignment Agreement dated December 17, 2009, (the "**Assignment Agreement**"), by and between the Lessor and the Trustee, the Lessor has assigned certain of its right, title, and interest under the Financing Lease to the Trustee.

The City will pursuant to a Deed of Trust dated December 17, 2009 (the "**Deed of Trust**") grant to First American Title Company, as the Deed of Trust trustee, of the benefit of the Trustee for the holders of the Certificates a security interest in the City's right, title and interest under the Sub-Ground Lease and the Exchange Agreement, to a parking garage to be constructed by the City at 500 S. Main Street, Las Vegas, Nevada and the land under such garage (the "**Parking Garage**") and any other property interests in the Land the City obtains after the date thereof in the Land. Additionally, the City, the Site Owner and the Lessor have entered into an Acknowledgement and Recognition Agreement dated December 17, 2009 (the "**Acknowledgment and Recognition Agreement**"), with respect to the Leased Property and the Land.

The Ordinance, the Indenture, the Financing Lease, the Sub-Ground Lease, the Development Agreement, the Continuing Disclosure Certificate dated December 17, 2009 (the "**Continuing Disclosure Certificate**") by the City, the Deed of Trust, the Acknowledgment and Recognition Agreement and this Certificate Purchase Agreement are collectively referred to herein as the "**City Legal Documents.**"

The Financing Lease, the Sub-Ground Lease, the Development Agreement, the Completion Guarantee, the Development Services Agreement, the GMP Contract, the Ground Lease, the Acknowledgement and Recognition Agreement, the Exchange Agreement and the Assignment Agreement are collectively referred to here in as the "**Developer Legal Documents.**"

The Certificates shall be substantially in the form described in, and shall be issued and secured under and pursuant to, and shall be payable and subject to prepayment as provided in the Indenture and the Official Statement (as defined below).

3. Offering by the Underwriters. The City shall deliver or cause to be delivered to the Underwriters, copies of the Official Statement relating to the Certificates, dated of even date with this Certificate Purchase Agreement substantially in the form of the Preliminary Official Statement with respect to the Certificates, dated November 19, 2009 (together with the Appendices thereto, any documents incorporated therein by reference and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "**Preliminary Official Statement**"), with only such changes therein as have been accepted by the Underwriters (the Preliminary Official Statement with such changes and including the cover page, inside cover page, the introduction and all appendices thereto, as the same may be amended and supplemented in accordance with this Certificate Purchase Agreement, the "**Official Statement**"), executed on behalf of the City by its Director of Finance and Business Services, in such reasonable quantity as the Representative shall request not later than seven Business Days after the date of this Certificate Purchase Agreement. It shall be a condition to the City's obligation to sell and to deliver the Certificates to the Underwriters and to the Underwriters' obligation to purchase, accept delivery of and pay for the Certificates that the entire principal amount of the Certificates shall be issued, sold and delivered by the City and purchased, accepted and paid for by the Underwriters at the Closing. It is understood that the Underwriters propose to offer the Certificates for sale to the public (which may include selected dealers). Concessions from the public offering prices may be allowed to selected dealers. It is understood that the initial public offering prices and concessions set forth in the Official Statement may vary after the initial public offering.

4. Use of Official Statement. The City has approved the use and distribution by the Underwriters of the Preliminary Official Statement and hereby authorizes the Underwriters to use and distribute the Official Statement and all other documents, certificates and statements furnished to the Underwriters in connection with the transactions contemplated by this Certificate Purchase Agreement in connection with the offer and sale of the Certificates. The City hereby ratifies and approves the Underwriters'

use of the Preliminary Official Statement and the Official Statement in connection with the public offering and sale of the Certificates.

5. Representations, Warranties and Agreements of the City. The City represents, warrants and agrees as follows:

(a) The City is a municipality and political subdivision duly organized and validly existing under the Nevada Constitution and the Charter.

(b) The City has full legal right, power and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the City Legal Documents.

(c) By all necessary official action prior to or concurrently with the acceptance hereof, the City has duly adopted, authorized and approved the City Legal Documents, duly authorized and approved the Preliminary Official Statement and Official Statement and the distribution of the Preliminary Official Statement and the Official Statement by the Underwriters, and duly adopted or authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the City Legal Documents and the consummation by it of all other transactions contemplated by the City Legal Documents and the Exchange Agreement in connection with the execution and delivery of the Certificates.

(d) To the best of its knowledge, the City is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States of America, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party which breach or default has or may have an adverse effect on the ability of the City to perform its obligations under the City Legal Documents; and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach or default under any such instrument; and the adoption, execution and delivery of the City Legal Documents, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation or instrument, except as may be provided by the City Legal Documents, the Exchange Agreement and the Certificates.

(e) Except as described in or contemplated by the Official Statement, and to the best of its knowledge, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the City of its obligations in connection with the City Legal Documents have been duly obtained, other than such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates.

(f) The City has either obtained all financing required for the completion of the Parking Garage or has sufficient funds on hand together with any financing to complete the Parking Garage; and, at or before Closing Time, the City will cause all such funds to be delivered to the Trustee for deposit into the Parking Garage Fund. The construction of the Parking Garage is currently permitted by all applicable zoning laws. The City is not aware of any impediment to the construction of the Parking Garage in the manner and on the schedule described in the Official Statement.

(g) Except as disclosed in the Official Statement, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, notice of which has been served on the City, at law or in equity before or by any court, government agency, public board or body, pending or to the best knowledge of the officer of the City executing this Certificate Purchase Agreement or of the City Attorney approving this Certificate Purchase Agreement as to form, threatened against the City, affecting the existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, execution or delivery of the Certificates or the pledge of and lien on the Lease Revenues pursuant to the Indenture, or contesting or affecting as to the City the validity or enforceability of the Certificates, the other City Legal Documents or the Exchange Agreement or contesting the tax-exempt status of interest on the Series 2009A Certificates, or contesting the status of the Series 2009B Certificates as Build America Bonds pursuant to Section 54AA of Internal Revenue Code of 1986, as amended, (the "**Code**") or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or the execution and delivery or adoption by the City of the City Legal Documents, or in any way contesting or challenging the consummation of the transactions contemplated hereby, thereby or by the Exchange Agreement; nor, to the best knowledge of the City, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the authorization, execution, delivery or performance by the City of the City Legal Documents or by CP of its authorization, execution, delivery or performance of the Exchange Agreement.

(h) At the Underwriters' expense, the City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request in order to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided, however, that the City shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction, and further provided that the Underwriters shall bear all costs in connection with the City's action under this Section 5(h)(i). The City will furnish such information, execute such instruments and take such other action to assure or maintain the tax-exempt status of the interest on the Series 2009A Certificates and status of the Series 2009B Certificates as Build America Bonds pursuant to Section 54AA of the Code.

(i) The City confirms that it deemed that the information contained in the Preliminary Official Statement, as of its date, (other than the information (a) under the captions "CONSTRUCTION OF THE CITY HALL PROJECT — City Hall Project Schedule," " — Design Participants," " — Construction Team," " — Development Services Agreement," and " — Guaranteed Maximum Price Contract" and "UNDERWRITING" and (b) in APPENDIX E — "APPRAISAL," in APPENDIX F — "CONSTRUCTABILITY REPORT" and in APPENDIX G — "BOOK-ENTRY ONLY SYSTEM" and the pricing information as permitted pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("**Rule 15c-12**"), did not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. As of its dated date, and (unless an event occurs of the nature described in paragraph (k) of this Section 5) at all times subsequent thereto up to and including the Closing Date, the Preliminary Official Statement (other than the information (a) under the captions "CONSTRUCTION OF THE CITY HALL PROJECT — City Hall Project Schedule," " — Design Participants," " — Construction Team," " — Development Services Agreement," and " — Guaranteed Maximum Price Contract" and "UNDERWRITING" and (b) in APPENDIX E — "APPRAISAL," in APPENDIX F — "CONSTRUCTABILITY REPORT" and in APPENDIX G — "BOOK-ENTRY ONLY SYSTEM" will be true and correct in all material respects; and as of those dates and times the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) If the Official Statement is supplemented or amended pursuant to Section 5(k) below, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including the Closing Date, the Official Statement as so supplemented or amended (other than the information (a) under the captions "CONSTRUCTION OF THE CITY HALL PROJECT — City Hall Project Schedule," " — Design Participants," " — Construction Team," " — Development Services Agreement," and " — Guaranteed Maximum Price Contract" and "UNDERWRITING" and (b) in APPENDIX E — "APPRAISAL," in APPENDIX F — "CONSTRUCTABILITY REPORT" and in APPENDIX G — "BOOK-ENTRY ONLY SYSTEM" will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The City hereby agrees that it will notify the other parties hereto if, within the period from the date of this Certificate Purchase Agreement to and including the date 25 days following the End of the Underwriting Period (as defined below), the City discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case, which might cause the Official Statement (as the same may have then been supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the City or the Underwriters, or their respective counsel, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event that becomes known to the City or any Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City will, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will furnish copies of such supplement or amendment to the Underwriters in such quantity as the Underwriters may reasonably request. The City and the Underwriters agree that they will cooperate in the preparation of any such amendment or supplement. As used in this Certificate Purchase Agreement, the term "**End of the Underwriting Period**" means the later of such time as (i) the City delivers the Certificates to the Underwriters, or (ii) the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Certificates for sale to the public. Unless the Representative gives notice to the City to the contrary, the "**End of the Underwriting Period**" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be delivered to the City, in writing, at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the End of the Underwriting Period.

(l) The City will refrain from taking any action, or permitting any action to be taken with regard to which the City may exercise control, that results in the loss of the tax-exempt status of the interest on the Series 2009A Certificates or the status of the Series 2009B Certificates as Build America Bonds pursuant to Section 54AA of the Code.

(m) Any certificate signed by an authorized representative of the City and delivered to the Underwriters pursuant to the City Legal Documents or any document contemplated thereby shall be deemed a representation and warranty by the City to the Underwriters as to the statements made therein.

(n) Except as disclosed in the Official Statement, the City has not within the last five years failed to comply in all material respects with any continuing disclosure undertakings with regard to Rule 15c2-12, to provide annual reports or notices of material events specified in such rule.

(o) The City has never failed to appropriate lease payments with respect to any obligations incurred by it of a character similar to the Financing Lease.

(p) To the best of the City's knowledge, all permits and approvals for the Project have been or will be by the Closing Date be ready to be obtained by the Developer upon payment of the requisite permit fees.

(r) CP is a Nevada nonprofit corporation under the laws of the State of Nevada with corporate power and authority to enter into and perform its obligations under the Exchange Agreement.

(s) The execution, delivery and performance of the Exchange Agreement by CP has been duly authorized by all necessary corporate action of CP and the Exchange Agreement will at Closing be duly executed and delivered by CP at the Closing Date.

(t) The City has appropriated, or will pay out of proceeds of the Certificates, all currently expected Additional Rent (as such term is defined in the Financing Lease) through the Turnover Date (as defined in the Development Agreement).

(u) The City is not aware of any financial or economic interest of any public officer or employee of the City relating to City Legal Documents.

6. Closing. At 8:30 a.m., Las Vegas time, on December 17, 2009, or on such earlier date or as soon thereafter as practicable, as may be mutually agreed upon by the City and the Underwriters, the City will, subject to the terms and conditions hereof, cause the Trustee to deliver to The Depository Trust Company ("**DTC**") in New York, New York or to an agent of DTC, as specified by DTC, on behalf of the Underwriters, the Certificates, in definitive form duly executed and authenticated by Trustee, together with the other documents hereinafter mentioned; and the Underwriters will pay the purchase price of the Certificates in Las Vegas, Nevada as set forth in Section 1 hereof by delivering federal funds or other immediately available funds in the amount of such balance of the purchase price to the City. The Certificates shall be registered in the name of DTC or its nominee for the account of the Underwriters.

7. Closing Conditions. The Underwriters have entered into this Certificate Purchase Agreement in reliance upon (i) the representations and warranties of the City contained herein, (ii) the letter of representations delivered by the Developer dated the date hereof and attached hereto as Exhibit D (the "**Letter of Representation**"), and (iii) the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City and Developer of their obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriters' obligations under this Certificate Purchase Agreement to purchase, accept delivery of and pay for the Certificates shall be conditioned upon the performance by the City and the Developer of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations and warranties of the City contained in this Certificate Purchase Agreement and in the other City Legal Documents shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date, and the representation and warranties of the Developer contained in the Letter of Representations and in the Developer Legal Documents shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the Closing Time, the City Legal Documents and the Developer Legal Documents shall be in full force and effect in accordance with their terms and shall not have been amended, modified or supplemented and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative;

(c) At the Closing Time, all necessary official action of the City, CP, the Developer and the other parties to the City Legal Documents and the Developer Legal Documents shall have been taken and

shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(d) Subsequent to the date hereof, there shall not have occurred any material adverse change in the financial condition, business prospects or legal status of the City, CP or the Developer, as the foregoing matters are described in the Official Statement, which in the reasonable opinion of the Representative materially impairs the investment quality of the Certificates;

(e) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) the Preliminary Official Statement and the executed Official Statement and each supplement or amendment, if any, thereto;

(2) certified copy of the Ordinance

(3) the City Legal Documents executed by each of the respective parties thereto in the forms approved by the Underwriters and Special Counsel;

(4) the Developer Legal Documents executed by each of the respective parties thereto in the forms approved by the Underwriters and Special Counsel;

(5) a certificate of the City with respect to the matters described in Section 5 and in paragraphs (a), (b), (c) and (d) of this Section 7;

(6) a certificate of the Developer in form and substance acceptable to the Underwriters and the City to the effect that: (i) the representations and warranties of the Developer contained in the Letter of Representation are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the Closing Date, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the Official Statement; (ii) if at any time within 25 days after the Closing Date any statements in the Official Statement become materially untrue, the Developer agrees to notify the City and the Underwriter immediately; and (iii) no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect;

(7) opinions, dated the Closing Date and addressed to the City, of Swendseid & Stern, a member in Sherman & Howard L.L.C. ("**Special Counsel**"), in substantially the forms attached to the Preliminary Official Statement as Appendix D, accompanied by a reliance letter from Special Counsel to the effect that such opinions may be relied upon by the Underwriters with the same effect as if such opinions were addressed to them;

(8) a supplemental opinion of Special Counsel, dated the Closing Date and addressed to the Underwriters, in form attached hereto as Exhibit B;

(9) an opinion of the City Attorney, dated the Closing Date and addressed to the Underwriters, in form and substance acceptable to the Underwriters to the affect that: (i) the City is a municipality and political subdivision duly organized and validly existing under the Nevada Constitution and the Charter; (ii) the Ordinance approving the City Legal Documents was duly adopted by the City Council at meetings which were held pursuant to the terms of the Charter, the Act and all other applicable law and with all required notice and at which a quorum was present at the time of adoption of such Ordinance; (iii) all legal conditions precedent applicable to and required for the execution and delivery of the Certificates have occurred or been fulfilled; (iv) the City has full legal right, power and authority to perform all of its obligations under

the City Legal Documents; (v) the City has duly executed and delivered the City Legal Documents and, assuming due authorization, execution and delivery by the other parties thereto, the City Legal Documents constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general applicability affecting the enforcement of creditors' rights, by the general principles of equity, regardless of whether such enforceability is considered in equity or at law, and by the limitations on legal remedies against public entities in the State of Nevada; (vi) the Official Statement was duly approved by the City Council and executed by Director of Finance and Business Services on behalf of the City; (vii) the execution and delivery of the Certificates, the pledge of Lease Revenues to secure the Certificates, the execution and delivery of the City Legal Documents, the approval, preparation and distribution of the Official Statement and compliance with the provisions of the Official Statement and the Certificate Purchase Agreement, under the circumstances contemplated thereby do not violate any applicable judgment, order or regulations applicable to the City nor any Charter provision, law or ordinance of the City or the Act, and do not conflict with or result in any breach of any of the provisions of or constitute a default under any indenture, agreement or other instrument to which the City is a party or by which it is bound (excluding Blue Sky laws, federal and state securities laws and tax laws); (viii) except as otherwise disclosed in the Official Statement, no authorization, approval, consent or other order of the State of Nevada or any other governmental authority or agency within the State of Nevada, other than the action already taken by the City Council, is required for the valid authorization, execution and delivery of the City Legal Documents, the approval, preparation, distribution and execution of the Official Statement and the delivery and sale of the Certificates (provided that I express no opinion as to any action required under State and/or federal securities or Blue Sky laws in connection with the purchase or distribution of the Certificates by the Underwriters); (ix) except as otherwise disclosed in the Official Statement, to the best of our knowledge, there is no action, suit or proceeding before or by any court, public board or body pending or threatened wherein an unfavorable decision, ruling or finding would (a) affect the creation, organization, existence or powers of the City or the titles of its officers to their respective offices, (b) in any way question or affect the validity or enforceability of the Ordinance or the City Legal Documents and (c) find illegal, invalid or unenforceable the Certificate Purchase Agreement or the transactions contemplated thereby, or any other agreement or instrument related to the issuance of the Certificates to which the City is a party and, except for such litigation as is disclosed in the Official Statement, there is no litigation or administrative action pending or, to the best of our knowledge, threatened which, if determined adversely to the City, would have a material adverse effect upon the City's ability to pay Rent; (x) on the basis of the information made available to me in the course of acting as City Attorney (but without having undertaken to determine or verify independently, or assuming any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Official Statement), no facts have come to my attention in rendering legal advice and assistance in connection with the preparation of the Official Statement which cause me to believe that the Official Statement as of its date and as of the date hereof (excluding therefrom financial and statistical data; forecasts, projections, estimates, assumptions and expressions of opinions; and excluding also statements (a) under the captions "CONSTRUCTION OF THE CITY HALL PROJECT — City Hall Project Schedule," " — Design Participants," " — Construction Team," " — Development Services Agreement," and " — Guaranteed Maximum Price Contract" and "UNDERWRITING" and (b) in APPENDIX E — "APPRAISAL," in APPENDIX F — "CONSTRUCTABILITY REPORT" and in APPENDIX G — "BOOK-ENTRY ONLY SYSTEM" as to all of which I express no view) contained or contains any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (xi) CP is a nonprofit corporation organized under the laws of the State of Nevada with corporate power and authority to enter into and perform its obligations under the Exchange Agreement; (xii) the execution, delivery and performance of the Exchange Agreement by CP has been duly authorized by all necessary corporate action of CP; and (xiii) and the Exchange Agreement has been duly executed and delivered by CP and assuming due authorization, execution and delivery by the other parties thereto, shall constitute a legal, valid and binding obligation of CP enforceable in accordance with it terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general applicability affecting the enforcement of creditors' rights, by the general

principles of equity, regardless of whether such enforceability is considered in equity or at law, and by the limitations on legal remedies against nonprofit corporations in the State of Nevada;

(10) a certificate of the Trustee dated the Closing Date to the effect that:

(i) Due Organization and Existence - it is duly organized and existing as a national banking association in good standing under the laws of the United States of America having the full power and authority to enter into and perform its duties under the Indenture, and to authenticate, execute and deliver the Certificates to the Underwriters pursuant to the terms of the Indenture;

(ii) Due Authorization; Valid and Binding Obligations - it is duly authorized to authenticate, execute and deliver the Certificates and the Indenture; and assuming due authorization and execution by the City, the Indenture constitutes a legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general applicability affecting the enforcement of creditors' rights, by the general principles of equity, regardless of whether such enforceability is considered in equity or at law; and

(iii) No Conflict - to the best of its knowledge after due investigation, the execution and delivery by it of the Indenture and the Assignment Agreement, and the authentication, execution and delivery of the Certificates and the acceptance of the Deed of Trust, and compliance with the terms thereof will not, in any material respect, conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which it is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, or (except with respect to the lien of the Indenture) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Trustee;

(11) An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriters and the City, to the effect that:

(i) the Trustee has been duly organized and is validly existing and in good standing as a national banking association under the laws of the United States of America with full corporate power to undertake the trusts of the Indenture and to be to the beneficiary under the Deed of Trust;

(ii) the Trustee has duly authorized, executed and delivered the Indenture and the Assignment Agreement and by all proper corporate action has authorized the acceptance of the duties and obligations of the Trustee under the Indenture and as beneficiary under the Deed of Trust, and has authorized in its capacity as Trustee the authentication, execution and delivery of the Certificates;

(iii) assuming due authorization, execution and delivery by the other parties thereto, each of the Indenture and the Assignment Agreement is the valid, legal and binding agreement of the Trustee, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(iv) exclusive of federal or state securities laws and regulations, to the best of such counsel's knowledge after reasonable inquiry and investigation, other than routine filings required to be made with governmental agencies in order to preserve the Trustee's authority to perform a trust business (all of which routine filings such counsel believes, after reasonable inquiry and investigation, to have been made), no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee is or will be required for the execution and delivery by the Trustee of the

Indenture, the authentication, execution and delivery of the Certificates or the acceptance of the Deed of Trust; and

(v) to the best of such counsel's knowledge, there is no litigation pending or threatened against or affecting the Trustee to restrain or enjoin the Trustee's participation in, or in any way contesting the powers of the Trustee with respect to the transactions contemplated by the Certificates, the Indenture, the Assignment Agreement or the Deed of Trust;

(12) a certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Indenture and the Assignment Agreement and the authentication and delivery of the Certificates by the Trustee;

(13) evidence of an irrevocable commitment of First American Title Insurance Company to issue one or more ALTA title insurance policies insuring the Site Owner's fee interest in the Land, the Lessor's leasehold interest in the Land, the City's Sub-leasehold interest in the Leased Property and the Lessor's Sub-sub leasehold interest in the Leased Property and the City's fee interest in the Parking Garage in an amount equal to the initial principal amount of the Certificates subject only to permitted encumbrances, together with such endorsements as may be required by Special Counsel, the Underwriters and Stradling Yocca Carlson & Rauth, a Professional Corporation ("Underwriters' Counsel"), including, but not limited to, a non-merger endorsement;

(14) evidence of such insurance as is required under the Financing Lease and Indenture in form and substance acceptable to Special Counsel, Underwriters' Counsel and the Representative;

(15) evidence satisfactory to the Representative that the Certificates have been rated not less than "AA-" by Standard & Poor's Ratings Group, a Division of the McGraw-Hill Companies, Inc., "Aa3" by Moody's Investors Service and "AA-" by Fitch Ratings and that such ratings remain in effect and have not been suspended, withdrawn or downgraded as of the Closing Date;

(16) a certificate, dated the date of the Preliminary Official Statement, of the City addressed to the Underwriters, to the effect that for purposes of compliance with Rule 15c2-12, the City deems the Preliminary Official Statement to be final as of its date;

(17) a Tax Certificate, duly executed by the City in form and substance satisfactory to Special Counsel and Underwriters' Counsel;

(18) a certificate dated the Closing Date, of a duly authorized officer of BTI Appraisal ("**Appraiser**") to the effect that (i) its appraisal report dated as of October 26, 2009 (the "**Appraisal Report**") of the estimated fair market value of the Project and the Parking Garage as of August 1, 2009 have been summarized in and appended to the Official Statement with its permission; (ii) neither the Appraisal Report nor the material contained in the Official Statement under the caption "SECURITY FOR THE 2009 CERTIFICATES — The Collateral - *Appraised Value of Collateral*" contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (iii) no event has come to the attention of Appraiser that would materially adversely change the estimate of value set forth in the Appraisal Report;

(19) a certificate, dated the Closing Date of a duly authorized officer of Stantec Consulting, Inc. (the "**Engineer**") to the effect that (i) its report with respect to the feasibility of the construction of the Project (the "**Feasibility Report**") has been summarized in and appended to the Official Statement with its permission; (ii) neither the Feasibility Report nor the material contained in the Official Statement relating to the Feasibility Report under the caption "RISK FACTORS — Failure to Complete

Construction of the City Hall Project and the Parking Garage" contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (iii) no event has come to the attention of the Engineer that would materially adversely change the conclusions set forth in the Feasibility Report;

(20) One or more opinions of counsel to the Developer, dated the Closing Date and addressed to the City and the Underwriter, in the form attached hereto as Exhibit C;

(21) Evidence satisfactory to Special Counsel and the Representative that all current liens on the Land have been satisfied and removed or will be satisfied and removed at Closing and that all tenants on the Land have been removed;

(22) A certificate, dated the Closing Date, of a duly authorized officer of JMA Architecture to the effect that (i) the information pertaining to it in the Official Statement has been included in the Official Statement with its permission, and (ii) such information contained under the caption "CONSTRUCTION OF CITY HALL PROJECT — Design Participants" is true, correct and complete in all material respects;

(23) A certificate, dated the Closing Date, of a duly authorized officer of Whiting-Turner to the effect that (i) the information pertaining to it in the Official Statement has been included in the Official Statement with its permission, and (ii) such information is true, correct and complete in all material respects;

(24) an opinion of Underwriters' Counsel addressed to the Representative in form and substance satisfactory to the Representative;

(25) an opinion of Special Counsel addressed to the City that the 2009B Certificates constitute "qualified bonds" as defined in Section 54AA(g)(2) of the Code substantially in the form attached hereto as Exhibit E together with a reliance letter addressed to the Representative;

(26) an opinion of Special Counsel addressed to the Representative, in form and substance acceptable to the Representative, as to the validity and enforceability of the Deed of Trust; and

(27) such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the City's representations and warranties contained in this Certificate Purchase Agreement and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City on or prior to the Closing Date of all the agreements then to be performed and conditions then to be satisfied by the City.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Certificate Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to Bond Counsel, Underwriters' Counsel and the Representative.

If the City is unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and pay for the Certificates contained in this Certificate Purchase Agreement, or if the obligations of the Underwriters to purchase, accept delivery of and pay for the Certificates shall be terminated for any reason permitted by this Certificate Purchase Agreement, this Certificate Purchase Agreement shall terminate and neither the Underwriters nor the City shall be under any further obligation hereunder, subject to the provisions of Section 10 hereof, which shall survive any such termination.

8. Termination. The Underwriters may terminate this Certificate Purchase Agreement by notice to the City in the event that between the date hereof and the Closing: (a) a tentative decision with respect to legislation shall be favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States or legislation shall be introduced, by amendment or otherwise, in, or be enacted by the House of Representatives or the Senate, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation or official statement (final, temporary or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made, with respect to federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Series 2009A Certificates or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Series 2009A Certificates in the hands of the holders thereof, which in the reasonable opinion of the Representative would materially and adversely affect the market price of the Series 2009A Certificates; (b) a tentative decision with respect to legislation shall be favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States or legislation shall be introduced, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate, or a decision by a court of the United States, or action shall be taken or a regulation shall be issued by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject, the effect of which, in the opinion of the Representative, could be that either (i) the Certificates are not, or may not be, exempt from the registration, qualification or other similar requirements of the Securities Act of 1933, as amended, or (ii) the Indenture is not, or may not be, exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended; (c) the United States shall have become engaged in hostilities that have resulted in a declaration of war or a national emergency, or any hostilities involving the United States or other national or international calamity or crisis shall have occurred or shall have escalated which, in the reasonable opinion of the Representative, shall materially adversely affect the market price for the Certificates; (d) there shall be in force a general suspension of trading on the New York Stock Exchange or other national stock exchange; (e) in the reasonable judgment of the Representative, the market for any Certificates or of obligations of the general character of the Certificates might be adversely affected because either (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange or (ii) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall have imposed, as to any Certificates or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or a change to the net capital requirements of, the Underwriters; (f) a general banking moratorium shall have been established by federal, New York or Nevada authorities, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearance services shall have occurred; (g) any rating of the Certificates shall have been changed, withdrawn or suspended and such action, in the reasonable opinion of the Representative, shall materially and adversely affect the market price for the Certificates or (h) any event shall have occurred or shall exist which, in the reasonable opinion of the Representative, makes untrue or incorrect, as of such time, in any material respect, any statement or information contained in the Official Statement or which is not reflected in the Official Statement, but should be reflected therein, in order to make the statements and information contained therein not misleading as of such time.

9. Payment of Costs and Expenses.

(a) The City shall pay or reimburse all costs and expenses incident to the sale and delivery of the Certificates, including, but not limited to: (i) the fees and expenses of the City, its counsel and its financial advisors; (ii) the fees and expenses of Special Counsel; (iii) all costs and expenses incurred in connection with the preparation and printing of the Certificates; (iv) all expenses incurred in connection with the preparation, printing, distribution and delivery of the Preliminary Official Statement and the Official Statement and any amendment or supplement thereto; (v) the fees and expenses of the Trustee; and (vi) expenses (included in the expense component of the Underwriters' spread) incurred on behalf of the City's

employees which are incidental to implementing this Certificate Purchase Agreement, including but not limited to meals, transportation, lodging and entertainment of those employees.

(b) The Underwriters shall pay all advertising expenses in connection with the public offering of the Certificates and all other expenses incurred in underwriting the Certificates, including the fees and expenses of Underwriters' Counsel and CUSIP Bureau fees.

10. Representations, Warranties and Agreements to Survive Delivery. The representations, warranties, indemnities, agreements and other statements of the City and the Underwriters or their officers or partners set forth in, or made pursuant to, this Certificate Purchase Agreement will remain operative and in full force and effect regardless of any investigation made by or on behalf of the City or the Underwriters or any controlling person and will survive delivery of and payment for the Certificates and any termination of this Certificate Purchase Agreement.

11. Notices. Any notice or other communication to be given under this Certificate Purchase Agreement may be given by delivering the same in writing:

To the City:	City of Las Vegas Director of Finance and Business Services 400 Stewart Avenue Las Vegas, Nevada 89101
To the Representative:	Stone & Youngberg LLC 515 South Figueroa Street, Suite 1800 Los Angeles, California 90071 Attention: Steve Heaney

12. Parties in Interest. This Certificate Purchase Agreement is made solely for the benefit of the City and the Underwriters (including the successors or assigns of the Underwriters), and no other person shall acquire or have any right hereunder or by virtue hereof.

13. Effectiveness. This Certificate Purchase Agreement shall become effective upon the execution of the acceptance by a duly authorized officer of the City and shall be valid and enforceable at the time of such acceptance.

14. Headings. The headings of the sections of this Certificate Purchase Agreement are inserted for convenience only and shall not be deemed to be a part of this Certificate Purchase Agreement.

15. Governing Law. This Certificate Purchase Agreement shall be construed in accordance with the laws of the State of Nevada.

16. Counterparts. This Certificate Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

If the foregoing is in accordance with your understanding of the Certificate Purchase Agreement please sign and return to us the enclosed duplicate copies hereof, whereupon it will become a binding agreement between the City and the Underwriters in accordance with its terms.

Very truly yours,

STONE & YOUNGBERG LLC, as Representative of the Underwriters

By_____
Managing Director

ACCEPTED
This 2nd day of December, 2009:

CITY OF LAS VEGAS

By_____
Mayor

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

By_____
City Attorney

Exhibit A

Maturity Schedule

$13,770,000
City of Las Vegas
Tax-Exempt Certificates of Participation
(City Hall Project),
Series 2009A
Evidencing Assignments of Proportionate Undivided Interests in the Right to Receive Certain Revenues
Consisting Principally of Rental Payments Payable by the
City of Las Vegas, Nevada
Under a Lease Purchase Agreement dated December 17, 2009 with
QH Las Vegas, LLC

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*
2014	$ 15,000	4.000%	2.750%	105.478
2015	15,000	4.000	3.180	104.244
2016	4,295,000	5.000	3.470	109.078
2017	4,505,000	5.000	3.770	108.153
2018	4,735,000	5.000	4.000	107.284
2019	205,000	5.000	4.200	106.316

$174,500,000
City of Las Vegas
Taxable Certificates of Participation
(City Hall Project),
Series 2009B
(Direct Pay Build America Bonds)
Evidencing Assignments of Proportionate Undivided Interests in the Right to Receive Certain Revenues Consisting Principally of Rental Payments Payable by the City of Las Vegas, Nevada Under a Lease Purchase Agreement dated December 17, 2009 with QH Las Vegas, LLC

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*
2019	$ 4,765,000	6.084%	6.084%	100.000
2020	5,220,000	6.284	6.284	100.000
2021	5,440,000	6.484	6.484	100.000
2022	5,675,000	6.684	6.684	100.000
2023	5,925,000	6.850	6.884	99.687
2024	6,195,000	7.050	7.084	99.677
2029	35,925,000	7.750	7.948	98.026
2039	105,355,000	7.800	8.048	97.195

Exhibit B

Supplemental Opinion of Special Counsel

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101

Stone & Youngberg LLC, as representative
of the underwriters
515 South Figueroa St., Suite 1800
Los Angeles, CA 90071

Tax-Exempt Certificates of Participation
(City Hall Project) Series 2009A
-and-
Taxable Certificates of Participation
(City Hall Project) Series 2009B
(Direct Pay Build America Bonds)
Evidencing Assignments of Proportionate Undivided Interests in the Right to Receive Certain Revenues Consisting Principally of Rental Payments Payable by the City of Las Vegas, Nevada Under a Lease Purchase Agreement dated December 17, 2009 with QH Las Vegas, LLC

Ladies and Gentlemen:

This opinion letter is delivered in our capacity as special counsel to the City of Las Vegas, Nevada (the "City" and the "State," respectively) in connection with the above-captioned certificates (the "Certificates") pursuant to Section 7(e)(8) of the Certificate Purchase Agreement dated December 2, 2009 (the "Certificate Purchase Agreement") between the City and Stone & Youngberg LLC, as representative of the underwriters of the Certificates (the "Representative"). Capitalized terms not otherwise defined herein shall have the same meanings assigned to them in the Certificate Purchase Agreement.

In our capacity as special counsel, we have reviewed certain portions of the Official Statement dated December 2, 2009 (the "Official Statement"), used in connection with the sale of the Certificates, and have examined (i) the Ordinance, (ii) the Financing Lease, (iii) the Sub-Ground Lease, (iv) the Certificate Purchase Agreement, (v) the Indenture, (vi) such laws of the State and of the United States of America, and (vii) such other certificates, instruments and documents as we have deemed necessary and relevant as a basis for this opinion letter.

Regarding questions of fact material to our opinions, we have relied upon the City's certified proceedings and other representations and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

On the basis of the foregoing examination, it is our opinion as special counsel that:

1. The Certificate Purchase Agreement and the Sub-Ground Lease have been duly authorized, executed and delivered by the City, and, assuming the due authorization, execution and delivery of the Certificate Purchase Agreement by the Representative and the due authorization, execution and delivery of the Sub-Ground Lease by the Lessor, constitute valid and binding obligations of the City, subject to the application of equitable principles, to the reasonable exercise in the future by the State and its governmental bodies of the

police power inherent in the sovereignty of the State and to the exercise by the United States of America of the powers delegated to it by the federal Constitution, including without limitation, bankruptcy powers.

2. The Certificates are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"). In connection with the initial offer and sale of the Certificates to the public, it is not necessary to register the Certificates under the Securities Act. We expressly disclaim any responsibility for rendering an opinion on any security other than the Certificates.

3. The Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

We are qualified to practice law in the State and do not purport to be expert in, or to express any opinion herein concerning, any law other than the laws of the State and the federal laws of the United States of America.

In addition to the foregoing opinions, we state:

The statements contained in the first three paragraphs on the cover of the Official Statement and under the captions entitled: "THE 2009 CERTIFICATES," "SECURITY FOR THE 2009 CERTIFICATES" (except the information under the subcaptions " — The Collateral-*City Hall Site*," "-*Parking Garage Site*," and "-*Appraised Value of Collateral*"), and in Appendix A — "Certain Definitions and Summary of Certain Terms of the Indenture, the Financing Lease and the Sub-Ground Lease" and Appendix D — "Proposed Form of Special Counsel Opinion" (excluding statements contained under any other caption to which reference is made under such captions, as to which we express no view), insofar as such statements purport to summarize certain provisions of the Certificates, the security for the Certificates, the Indenture, the Financing Lease, the Sub-Ground Lease and the opinion of special counsel, present accurate summaries of such provisions.

The information contained in the Official Statement under the caption entitled "TAX MATTERS" presents an accurate summary of the matters discussed therein.

The provisions of this opinion letter concerning federal tax issues are not intended to be written to be used and cannot be used by any taxpayer for the purposes of avoiding penalties that may be imposed on any taxpayer by the Internal Revenue Service. This writing supports the promotion or marketing of the transactions or matters addressed herein. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

We are passing only upon those matters set forth herein and are not passing upon the accuracy, adequacy, or completeness of any statement made in connection with any offer or sale of the Certificates, except as specifically addressed above. We assume no obligation to advise you of any changes in the foregoing subsequent to the delivery of this opinion letter. No attorney client relationship has existed or exists between us and anyone other than the City in connection with the authorization, execution and delivery of the Certificates by virtue of this opinion letter. This opinion letter is delivered to you solely for your information and benefit in connection with the initial offer and sale of the Certificates and may not be relied upon by you for any other purpose or relied upon by any other party without the prior written consent of this firm.

Very truly yours,

Exhibit C

[Form of Developer Counsel Opinions]

[Forest City General Counsel Letterhead]

December 17, 2009

Stone & Youngberg LLC
515 S. Figueroa St., Suite 1800
Los Angeles, California 90071

Citigroup Global Markets Inc.
444 S. Flower St., 27th Floor
Los Angeles, California 90071

Siebert Brandford Shank & Co., LLC
1999 Harrison St., Ste. 2700
Oakland, California 94612

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: *Developer Party Documents in connection with City of Las Vegas $13,770,000 Tax-Exempt Certificates of Participation (City Hall Project) Series 2009A and $174,500,000 Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds)*

I am the Associate General Counsel of Forest City Enterprises, Inc., an Ohio corporation ("Forest City"), and certain of its majority or wholly owned subsidiaries, including PQ Las Vegas, LLC, a Delaware limited liability company ("PQLV"), QH Las Vegas, LLC, a Delaware limited liability company ("QHLV"), and Forest City Commercial Construction Co., Inc., an Ohio corporation ("Forest City Commercial," together with Forest City, PQLV and QHLV, the "Developer Parties," and each individually, a "Developer Party"), and I am rendering this opinion in connection with the proposed city hall construction project (the "Project") located in the City of Las Vegas, Nevada (the "City"), and the Developer Party Agreements (as hereinafter defined) related thereto. Pursuant to a Certificate Purchase Agreement, dated December 2, 2009 (the "Purchase Agreement"), with Stone & Youngberg LLC (the "Representative"), acting for itself, Citigroup Global Markets Inc. and Siebert Brandford Shank & Co. (collectively, the "Underwriters"), the City proposes to sell $13,770,000 aggregate principal amount of Tax-Exempt Certificates of Participation (City Hall Project) Series 2009A (the "Series 2009A Certificates") and $174,500,000 aggregate principal amount of Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds) (the "Series 2009B Certificates" and together with the Series 2009A Certificates, the "Certificates") to the Underwriters in order to finance the construction and equipping of the Project and fund certain capitalized interest and reserve accounts as more particularly described in the Indenture (as hereinafter defined) and the Purchase Agreement. The Certificates are being issued pursuant to that certain Indenture, dated as of December 1, 2009 (the "Indenture"), by and between the City and U.S. Bank National Association, as trustee (the "Trustee"). The Purchase Agreement includes a Letter of Representations, dated December 2, 2009 (the "Letter of

Representations"), attached to such Purchase Agreement as Exhibit D and executed and delivered by the Developer Parties. This letter is furnished pursuant to Section 7(e)(20) of the Purchase Agreement. Capitalized terms defined in the Purchase Agreement used herein and not otherwise defined herein shall have the meanings given them in the Purchase Agreement.

As such counsel, I and/or the other legal staff in the General Counsel's Office of Forest City (collectively, the "General Counsel's Office") have examined such matters of fact and questions of law as the General Counsel's Office has considered appropriate for purposes of this letter, except where a specified fact confirmation procedure is stated to have been performed (in which case the General Counsel's Office has with your consent performed the stated procedure), and except where a statement is qualified as to knowledge (in which case the General Counsel's Office has with your consent made no or limited inquiry as specified below). The General Counsel's Office has examined, among other things, the following:

a. The Letter of Representations;

b. The Completion Guarantee, dated December 17, 2009, by Forest City in favor of the City, guarantying the completion of the Project by QHLV;

c. The Ground Lease, dated December 17, 2009, by and between PQLV, as lessor, and QHLV, as lessee;

d. The Exchange and Parcel P-Q Development Agreement, dated December 17, 2009, by and between PQLV and City Parkway IV A, Inc.;

e. The Acknowledgement and Recognition Agreement, dated December 17, 2009, by and among PQLV, the City and QHLV;

f. The Lease-Purchase Agreement, dated December 17, 2009, by and between QHLV and the City;

g. The Sub-Ground Lease, dated December 17, 2009, by and between QHLV, as sub-lessor, and the City, as sub-lessee;

h. The Assignment Agreement, dated December 17, 2009, by and between QHLV and the Trustee;

i. The City Hall Development Agreement, dated December 17, 2009, by and between QHLV and the City;

j. The Development Services Agreement, dated November 5, 2009, by and between QHLV and Forest City Commercial;

k. The Guaranteed Maximum Price Contract, dated November 5, 2009, consisting of the modified AIA Documents: (i) A121CMc-2003 and AGC Document 565 (Standard Form of Agreement between Owner and General Contractor where the Construction Manager is also the Contractor), by and between QHLV, as Owner, and the Whiting-Turner Construction Co., as the Construction Manager; and (ii) the supplemental A201-1997 (General Terms and Conditions of the Contract for Construction);

l. The Purchase Agreement;

m. The Indenture;

n. The Preliminary Official Statement, dated November 19, 2009, and the Official Statement, dated December 2, 2009, each relating to the Certificates;

o. Those agreements, instrument(s) or other documents (other than the Developer Party Documents) pertaining to the Developer Parties, as applicable (collectively, the "Other Agreements");

p. The Articles of Incorporation and Bylaws of Forest City and Forest City Commercial, respectively, the Certificate of Formation of PQLV and its Operating Agreement, dated as _____, by and among _____, as members, and the Certificate of Formation of QHLV and its Operating Agreement, dated as of _____, by and among _____, as members (collectively, the "Governing Documents"); with respect to the Operating Agreements of PQLV and QHLV (collectively, the "Delaware Developer Parties"), with your consent, we have assumed they are (i) valid and binding agreements of the parties thereto, enforceable in accordance with the plain meaning of their terms, (ii) in full force and effect, and (iii) the entire agreements of the parties pertaining to the subject matter thereof; and

q. The court or governmental orders, writs, judgments or decrees specifically directed to any of the Developer Parties and identified to me by an officer of such Developer Party as material to such Developer Party (the "Court Orders")

The documents described in subsections (a) – (k) above are referred to herein collectively as the "Developer Party Documents."

Except as otherwise stated herein, as to factual matters the General Counsel's Office has, with your consent, relied upon the foregoing, and upon oral and written statements and representations of officers and other representatives of the Developer Parties and others, including the representations and warranties of the Developer Parties in the Developer Party Documents. The General Counsel's Office has not independently verified such factual matters.

I am opining as to the effect on the subject transaction only of (a) the federal laws of the United States, (b) the internal laws of the State of Ohio, and (c) in paragraphs 1 and 2 of this letter, with respect to the Delaware Developer Parties, the Delaware Limited Liability Company Act (the "DLLCA"), and I express no opinion with respect to the applicability to the opinions expressed herein, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state.

Whenever a statement herein is qualified by "to the best of my knowledge," or a similar phrase, it is intended to indicate that I do not have current actual knowledge of the inaccuracy of any such statement. However, except as otherwise expressly indicated, I have not undertaken any independent inquiry to determine the accuracy of any such statement.

Subject to the foregoing and the other matters set forth herein, I express the following opinions or confirmations as of the date hereof:

1. Forest City and Forest City Commercial are each a corporation under the general corporation law of the State of Ohio with corporate power and authority to enter into the Developer Party Documents to which it is a party and perform its obligations thereunder. With your consent, based solely on certificates from public officials and the Delaware Developer Parties' Governing Documents, I confirm that the Delaware Developer Parties are each a limited liability company under the DLLCA with limited liability

company power and authority to enter into the Developer Party Documents to which it is a party and perform its obligations thereunder.

2. The execution, delivery and performance of the Developer Party Documents by each of the Developer Parties, respectively, have been duly authorized by all necessary corporate or limited liability company, as applicable, action of such Developer Party, and the Developer Party Documents have been duly executed and delivered by each of the Developer Parties party thereto.

3. The execution and delivery of the Developer Party Documents by each of the Developer Parties party thereto, respectively, and the consummation by the Developer Parties of the transactions contemplated by the Developer Party Documents, do not on the date hereof: (i) violate the provisions of such Developer Party's Governing Documents; (ii) result in any material breach of or a material default under any of the Other Agreements; or (iii) materially violate any federal statute, rule or regulation or any Court Order applicable to the Developer Parties.

4. There is no action, suit, proceeding, inquiry or investigation before or by any judicial or administrative court or agency pending (for which the Developer Parties have received service of process or otherwise been notified) or, to the best of my knowledge, threatened against or affecting the Developer Parties which seeks to restrain or enjoin the execution and distribution of the Official Statement, the issuance of the Certificates or the authorization, execution, delivery, enforceability or performance of the Developer Parties' respective obligations under the Developer Party Documents.

I do not express any opinion with respect to the creation, validity, attachment, perfection or priority of any security interest or lien or the effectiveness of any sale or other conveyance or transfer of real or personal property. The opinions above do not include any opinions with respect to compliance with laws relating to permissible rates of interest.

My opinions are further subject to:

a. the effects of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights or remedies of creditors;

b. the effects of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith, fair dealing and the discretion of the court before which a proceeding is brought;

c. the invalidity under certain circumstances under law or court decisions of provisions for the indemnification or exculpation of or contribution to a party with respect to a liability where such indemnification, exculpation or contribution is contrary to public policy; and

d. I express no opinion with respect to (i) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies or judicial relief; (ii) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights; (iii) waivers of broadly or vaguely stated rights; (iv) covenants not to compete; (v) provisions for exclusivity, election or cumulation of rights or remedies; (vi) provisions authorizing or validating conclusive or discretionary determinations; (vii) grants of setoff rights; (viii) provisions to the effect that a Developer Party is liable as a primary obligor, and not as a surety; (ix) provisions for the payment of attorneys' fees where such payment is contrary to law or public

policy; (x) proxies, powers and trusts; (xi) except as set forth in paragraph 3(ii) of this letter, provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property; (xii) provisions for liquidated damages, default interest, late charges, monetary penalties, prepayment or make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty; (xiii) provisions permitting, upon acceleration of any indebtedness, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon; and (xiv) the severability, if invalid, of provisions to the foregoing effect.

I express no opinion or confirmation as to federal or state securities laws, tax laws, antitrust or trade regulation laws, insolvency or fraudulent transfer laws, antifraud laws, compliance with fiduciary duty requirements, pension or employee benefit laws, usury laws, environmental laws, margin regulations, FINRA rules or stock exchange rules (without limiting other laws excluded by customary practice).

Insofar as my opinions require interpretation of the Other Agreements, with your consent, (i) I have assumed that all courts of competent jurisdiction would enforce such agreements in accordance with their plain meaning, (ii) to the extent that any questions of legality or legal construction have arisen in connection with the review conducted by the General Counsel's Office, the General Counsel's Office has applied the laws of the State of Ohio in resolving such questions, although certain of the Other Agreements may be governed by other laws which differ from Ohio law, (iii) I express no opinion with respect to a breach or default under any of the Other Agreements that would occur only upon the happening of a contingency, and (iv) I express no opinion with respect to any matters which require the performance of a mathematical calculation or the making of a financial or accounting determination.

With your consent, I have assumed (a) that the Developer Party Documents have been duly authorized, executed and delivered by the parties thereto other than the Developer Parties, (b) that the Developer Party Documents constitute legally valid and binding obligations of the parties thereto other than the Developer Parties, enforceable against each of them in accordance with their respective terms, and (c) that the status of the Developer Party Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities, provided that we make no such assumption to the extent we have opined as to such matters with respect to the Developer Parties herein.

This letter is furnished only to you and is solely for your benefit in connection with the transactions referenced in the first paragraph. This letter may not be relied upon by you for any other purpose, or furnished to, assigned to, quoted to or relied upon by any other person, firm or entity for any purpose, without my prior written consent, which may be granted or withheld in my discretion.

Very truly yours,

David Gordon
Associate General Counsel

[Forest City General Counsel Letterhead]

December 17, 2009

Stone & Youngberg LLC
515 S. Figueroa St., Suite 1800
Los Angeles, California 90071

Citigroup Global Markets Inc.
444 S. Flower St., 27th Floor
Los Angeles, California 90071

Siebert Brandford Shank & Co.
1999 Harrison St., Ste. 2700
Oakland, California 94612

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: *City of Las Vegas $13,770,000 Tax-Exempt Certificates of Participation (City Hall Project) Series 2009A and $174,500,000 Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds)*

I am the Associate General Counsel of Forest City Enterprises, Inc., an Ohio corporation ("Forest City"), and certain of its majority or wholly owned subsidiaries, including PQ Las Vegas, LLC, a Delaware limited liability company ("PQLV"), QH Las Vegas, LLC, a Delaware limited liability company ("QHLV"), and Forest City Commercial Construction Co., Inc., an Ohio corporation ("Forest City Commercial," together with Forest City, PQLV and QHLV, the "Developer Parties," and each individually, a "Developer Party"), and I am rendering this letter in connection with the proposed city hall construction project (the "Project") located in the City of Las Vegas, Nevada (the "City"). Pursuant to a Certificate Purchase Agreement, dated December 2, 2009 (the "Purchase Agreement"), with Stone & Youngberg LLC (the "Representative"), acting for itself, Citigroup Global Markets Inc. and Siebert Brandford Shank & Co., LLC (collectively, the "Underwriters"), the City proposes to sell $13,770,000 aggregate principal amount of Tax-Exempt Certificates of Participation (City Hall Project) Series 2009A (the "Series 2009A Certificates") and $174,500,000 aggregate principal amount of Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds) (the "Series 2009B Certificates" and together with the Series 2009A Certificates, the "Certificates") in order to finance the construction and equipping of the Project. This letter is furnished pursuant to Section 7(e)(20) of the Purchase Agreement. Capitalized terms defined in the Purchase Agreement used herein and not otherwise defined herein shall have the meanings given them in the Purchase Agreement.

The Certificates are being issued pursuant to that certain Indenture, dated as December 1, 2009, by and between the City and U.S. Bank National Association, as trustee (the "Trustee"), and sold to the Underwriters pursuant to the Purchase Agreement. The proceeds from the sale of the Certificates will be used primarily to finance the construction and equipping of the Project and fund certain capitalized interest and reserve accounts as more particularly described in the Indenture and the Purchase Agreement. The Certificates are further described in that certain Official Statement, dated December 2, 2009 (the "Official Statement").

The primary purpose of my professional involvement and that of the other legal staff in the General Counsel's Office of Forest City (collectively, the "General Counsel's Office") was not to establish or confirm factual matters or financial or quantitative information. Therefore, I am not passing upon and do not assume

any responsibility for the accuracy, completeness or fairness of the statements contained in, or incorporated by reference in, the Official Statement and have not made an independent check or verification thereof. However, in the course of acting as [Associate] General Counsel to the Developer Parties in connection with the preparation of the Official Statement, I reviewed the Official Statement and participated in conferences and telephone conversations with officers and other representatives of and counsel to the Developer Parties, officers and representatives of and counsel to the City, the Underwriters and the Trustee, and Special Counsel, during which conferences and conversations the contents of the Official Statement and related matters were discussed. I also reviewed and relied upon certain corporate records and documents, letters from counsel and accountants, and oral and written statements of officers and other representatives of the Developer Parties and others as to the existence and consequence of certain factual and other matters. The General Counsel's Office considered the foregoing in light of our understanding of applicable United States securities laws and our experience gained through practice thereunder.

Based on the participation, review and reliance of the General Counsel's Office as described above, I advise you that no facts came to my attention that caused me to believe that information regarding the Developer Parties, the Project, the Land, the Leased Property and the Developer Legal Documents disclosed in the Official Statement, as of its date or as of the date hereof, under (i) the following subcaptions under the caption "THE CITY HALL PROJECT;" (a) the second paragraph of "—Redevelopment Implications," (b) "—City Hall," and (c) "—Estimated Sources and Uses of Funds," and (ii) all subcaptions under the caption "CONSTRUCTION OF CITY HALL PROJECT," contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; it being understood that I express no belief with respect to any information that: (i) relates to the Certificates, the Indenture, the Purchase Agreement and the Deed of Trust and any other Certificate-related agreements, or any risks associated therewith; (ii) relies upon and in conformity with information furnished in writing by or on behalf of the Underwriters, the Trustee or the City specifically for inclusion in the Official Statement; or (iii) to the extent not covered in (i) or (ii) above, is contained in the Official Statement under any other captions of the Official Statement.

This letter is furnished only to you in your respective capacities as underwriters for or issuer of the Certificates and is solely for your benefit in connection with the transactions referenced in the first two paragraphs. This letter may not be relied upon by you for any other purpose, or furnished to, assigned to, quoted to, or relied upon by any other person, firm or other entity for any purpose (including any person, firm or other entity that acquires Certificates or any interest therein from you) without my prior written consent, which may be granted or withheld in my sole discretion.

Very truly yours,

David Gordon
Associate General Counsel

[Form of Opinion of Special Nevada counsel to Forest City Enterprises, Inc.]

[_____, 2009]

STONE & YOUNGBERG LLC
515 S. Figueroa Street, Suite 1060
Los Angeles, California 90071

SIEBERT BRANDFORD SHANK & CO., LLC
1999 Harrison Street, Suite 2700
Oakland, California 94612

CITIGROUP GLOBAL MARKETS INC.
444 S. Flower Street, 27th floor
Los Angeles, California 90071

CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Developer Party Agreements (as defined below) in connection with City of Las Vegas, Nevada Certificates of Participation (City Hall Project), Series 2009A and Series 2009B

Ladies and Gentlemen:

We have acted as special Nevada counsel to Forest City Enterprises, Inc., an Ohio corporation ("Forest City"), and certain of its majority or wholly-owned subsidiaries, including PQ Las Vegas, LLC, a Delaware limited liability company ("PQLV"), and QH Las Vegas, LLC, a Delaware limited liability company ("QHLV", together with Forest City and PQLV, the "Developer Parties," and each individually, a "Developer Party"), in connection with the proposed city hall development project (the "Project") located in the City of Las Vegas, Nevada (the "City") and certain related transactions, and the Developer Party Agreements (as defined herein) related thereto. Pursuant to a Certificate Purchase Agreement, dated December 2, 2009 (the "Purchase Agreement"), with Stone & Youngberg LLC (the "Representative"), acting for itself, Citigroup Global Markets Inc. and Siebert Brandford Shank & Co., LLC (collectively, the "Underwriters"), the City proposes to sell $13,770,000 aggregate principal amount of Tax-Exempt Certificates of Participation (City Hall Project) Series 2009A (the "Series 2009A Certificates") and $174,500,000 aggregate principal amount of Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds) (the "Series 2009B Certificates"), and together with the Series 2009A Certificates, the "Certificates") to the Underwriters in order to finance the construction and equipping of the Project and fund certain capitalized interest and reserve accounts as more particularly described in the Indenture (as hereinafter defined) and the Purchase Agreement. The Certificates are being issued pursuant to that certain Indenture of Trust, dated December _____, 2009 (the "Indenture"), by and between the City and U.S. Bank National Association, as trustee (the "Trustee"). The Purchase Agreement includes a Letter of Representations, dated December 2, 2009 (the "Letter of Representations"), attached to such Purchase Agreement as Exhibit __ and executed and delivered by the Developer Parties. This letter is furnished pursuant to Section 7(e)(__) of the Purchase Agreement. If not otherwise defined, capitalized terms used herein have the meaning ascribed to them in the Purchase Agreement.

Documents

For purposes of rendering the opinions set forth herein, we have examined the following documents:

1. The Completion Guarantee, dated December 17, 2009 (the "Completion Guarantee"), by Forest City in favor of the City, guaranteeing the completion of the Project by QHLV;

2. The Ground Lease, dated December 17, 2009, by and between PQLV, as lessor, and QHLV, as lessee;

3. The Exchange and Parcel P-Q Development Agreement, dated December 17, 2009, by and between PQLV and City Parkway IV A, Inc.;

4. The Acknowledgement and Recognition Agreement, dated December 17, 2009, by and among PQLV, the City and QHLV;

5. The Lease-Purchase Agreement, dated December 17, 2009, by and between QHLV and the City;

6. The Sub-Ground Lease, dated December 17, 2009, by and between QHLV, as sub-lessor, and the City, as sub-lessee;

7. The Assignment Agreement, dated December 17, 2009, by and between QHLV and the Trustee;

8. The City Hall Development Agreement, dated December 17, 2009, by and between QHLV and the City;

9. The construction agreement consisting of the modified AIA Documents: (i) A121CMc - 2003 and AGC Document 565 (Standard Form of Agreement Between Owner and General Contractor Where the Construction Manager is Also the Constructor) dated as of November 5, 2009, by and between QHLV, as Owner, and the Whiting-Turner Contracting Co., as the Construction Manager at Risk; and (ii) the supplemental A201 - 1997 (General Terms and Conditions of the Contract for Construction) (the "Construction Agreement");

10. The Development Services Agreement, dated as of November 5, 2009, by and between QHLV and Forest City Commercial Construction Co., Inc.;

11. The Purchase Agreement, including the Letter of Representations;

12. The Indenture; and

13. The Preliminary Official Statement, dated November 24, 2009, and the Official Statement, dated December 17, 2009, each relating to the Certificates (collectively, the "Official Statement").

The documents listed in paragraphs 1 through 10 above are hereinafter referred to collectively as the "Developer Party Agreements." The Developer Party Agreements together with the documents listed in paragraphs 11 through 13 above are hereinafter referred to collectively as the "Documents."

Assumptions

For purposes of this opinion letter, we have, without inquiry, assumed:

1. With respect to all documents that we have examined, (a) all signatures are genuine, (b) all documents submitted to us as originals are authentic, and (c) all documents submitted to us as certified or photostatic copies of documents conform to the originals of such documents and such original documents are authentic.

2. Each of the parties to the Documents (other than the Developer Parties) has been duly organized, is validly existing and in good standing under its jurisdiction of organization and possesses the corporate or other organizational power to perform its obligations thereunder.

3. Each of the parties to the Documents (other than the Developer Parties) has the legal capacity, power and authority to execute, deliver and perform all of its obligations under the Documents, and that, in doing so, such execution, delivery and performance will not contravene or be precluded by any other instrument, document, agreement, law, statute, rule, regulation, order, writ, judgment, decree, directive or other undertaking to which it is a party or by which it may be bound. No approval, authorization, consent or other order of any public board or body is required for the execution, delivery and performance by the parties to the Documents which has not already been obtained.

4. The City has been duly incorporated as a city under the laws of the State of Nevada. The City has taken all municipal action necessary to be taken by it to authorize the execution, delivery and performance of all of its obligations under the Documents.

5. The Documents have been duly executed and delivered by each of the parties thereto (other than by the Developer Parties).

6. With respect to all parties, other than the Developer Parties, all Documents constitute the legal, valid and binding obligations of such parties, and such obligations are enforceable against such parties in accordance with their terms, and are effective for the purposes set forth therein, and that the status of the Documents as legally valid and binding obligations of the parties is not affected by any (a) breaches of, or defaults under, agreements or instruments, (b) violations of statutes, rules, regulations or court or governmental orders, (c) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities, provided that we make no such assumption to the extent we have opined as to such matters with respect to the Developer Parties herein.

7. All parties, other than the Developer Parties, to the Documents have satisfied all legal requirements that are applicable to such parties to the extent necessary to make the Documents enforceable against them.

8. All parties, other than the Developer Parties, have acted in good faith and without notice of any defense against the enforcement of any rights created by the transactions effected under the Documents.

9. The Documents accurately describe and contain the parties' understanding of the Documents, respectively, and there are no oral or written statements or agreements by the parties that modify, amend or vary, or purport to modify, amend or vary the terms of the Documents, nor has there been any waiver of the material provisions thereof.

10. The statements of fact and all representations and warranties set forth in the Documents are true and correct as to all factual matters.

11. The City has duly adopted City of Las Vegas Bill No 2009-50 (the "Ordinance") which is in full force and effect.

12. The execution, delivery and performance of their respective obligations under the Documents by each party (other than the Developer Parties) thereto will not violate any instrument, document, agreement, law, statute, rule, regulation, order, writ, judgment, directive, decree or undertaking to which it is a party or by which it may be bound.

Opinions

Based upon the foregoing and in reliance thereon, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that:

1. Each of the Developer Party Agreements (other than the Construction Agreement) constitute the legal, valid and binding obligation of each of the Developer Parties that is a party thereto and is enforceable against such Developer Party in accordance with its terms.

2. The Construction Agreement constitutes the legal, valid and binding obligation of QHLV and is enforceable against QHLV in accordance with its terms.

3. The execution and delivery by each of the Developer Parties of each of the Developer Party Agreements to which it is a party and the performance by it of its obligations thereunder will not violate or contravene or be in conflict with, any substantive provision of any Nevada law, rule or regulation applicable to the Developer Parties in commercial transactions of the nature contemplated by the Developer Party Agreements that results in the Developer Party Agreements becoming inadequate for the practical realization of the material benefits intended to be provided by the Developer Party Agreements.

Qualifications

The foregoing opinions are subject to the following additional qualifications and limitations:

1. We are admitted to the Bar of the State of Nevada. In rendering the opinions herein, we have relied upon the applicable laws of the State of Nevada as those laws presently exist and as they have been applied and interpreted by courts having jurisdiction within the State of Nevada. The opinions expressed herein are limited to the internal laws of the State of Nevada and we do not purport to be experts on, or to express any opinion with respect to the applicability thereto, or to the effect thereon, of the laws of any other jurisdiction and the rules and regulations relating thereto. For purposes of this opinion, we have disregarded any conflict of laws or choice of laws rules.

2. We have made no independent investigation as to the accuracy or completeness of any representation, warranty, data or other information, written or oral, made or furnished in connection with the transactions contemplated by the Documents. In preparing this letter, we have relied without any verification upon the assumptions recited above and upon: (a) information contained in certificates obtained from governmental authorities; (b) factual information represented to be true in the Documents although we express no opinion with respect to any agreement or document other than the Developer Party Agreements; (c) factual information provided to us in support certificates ("Supporting Certificates") signed by the Developer Parties and certain of their affiliates; (d) the legal opinion of the Associate General Counsel of Forest City, delivered to the addressees of this letter, of even date herewith, as to certain matters relating to valid existence and good standing, to corporate or limited liability company power and authority, authorization, due execution and delivery and other matters concerning the Developer Parties; and (e) factual information we have obtained from other sources as we have deemed reasonable. We have assumed without investigation that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

3. No opinion is given or expressed, nor should any opinion be inferred or implied, as to (i) the truthfulness, completeness or accuracy of any representation, warranty, certification or statement by the Developer Parties or other parties in the Documents or any document referred to or described in the Documents, including the Official Statement; (ii) the compliance by the Developer Parties or any other person or entity with applicable federal and state securities laws and/or antifraud laws in connection with the Certificates, the Project or the Documents, including the Official Statement; (iii) any matter involving any

federal, state or local tax of any nature, including, without limitation, as to the exclusion from gross income for federal income tax purposes of the interest on the Series 2009A Certificates; or (iv) the proper adoption of the Ordinance.

4. We have not made or undertaken to make any investigation of the state of title to, or the description of any of the Project, and we express no opinion with respect to the title thereto or to the creation, validity, attachment, perfection or priority of any liens, claims, encumbrances or security interests therein. We have not made or undertaken to make any analysis of credit risk and express no opinion with respect to such matters.

5. The opinions expressed herein are limited to those Nevada laws, rules and regulations which in our experience would generally be recognized as applicable both to general business corporation and limited liability companies which are not engaged in regulated business activities and to transactions of the type contemplated by the Developer Party Agreements to occur on the date hereof, and none of our opinions cover any other law, rule or regulation. Without limiting other laws excluded by customary practice, we express no opinion as to federal or state securities, antifraud laws, antitrust or trade regulation laws, tax laws, compliance with fiduciary duty requirements, pension or employee benefit laws, labor laws, environmental laws, health and safety laws, intellectual property laws, insurance laws and regulations, or any local laws, rules or ordinances adopted below the state level.

6. We express no opinion as to the validity, binding effect or enforceability of the obligations of the Developer Parties under the Developer Party Agreements, to the extent that the Developer Parties are or may be subject to, affected or limited by:

(a) the Federal Bankruptcy Code, including, among other matters, turn-over, automatic stay, avoiding powers, fraudulent transfer, preference, discharge, conversion of a non-recourse obligation into a recourse claim;

(b) all other federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors laws that affect the rights of creditors generally or that have reference to or affect only creditors of specific types of debtors;

(c) state fraudulent transfer and conveyance laws; and

(d) general principles of equity (whether enforceability is considered in a proceeding in equity or at law), including the qualification that the availability of the remedies, of specific performance or injunctive relief or other equitable remedies is subject to the discretion of the court before which any such proceeding therefor may be brought and including concepts of materiality, reasonableness, good faith and fair dealing that may be applied by a court to the exercise of certain rights and remedies.

7. We express no opinion as to the validity, binding effect or enforceability of any provision of the Developer Party Agreements: (a) providing for, consenting to, or imposing restrictions on arbitration, remedies or judicial relief; (b) waiving legal or equitable defenses, rights to damages, rights granted by law or constitution, rights to counterclaim or set-off, rights to notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights or benefits; (c) providing for exclusivity, election or cumulation of rights or remedies; (d) authorizing or validating conclusive or discretionary determinations; (e) providing for setoff rights; (f) providing that a Developer Party is liable as a primary obligor, and not as a surety; (g) providing for the payment of another party's attorneys' fees; (h) prohibiting, restricting, or requiring consent to assignment or transfer of any right or property; (i) providing for forfeiture, liquidated damages, default interest, late charges, monetary penalties, prepayment or make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty; (j) permitting, upon acceleration of any indebtedness, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon; (k) directly or indirectly, requiring

that any consent, modification, amendment or waiver be in writing; (l) purporting to be self-executing, to provide for self-help, or to bind parties other than the Developer Parties; (m) providing a time limitation after which a remedy may not be enforced; (n) purporting to limit rights of third parties who have not consented thereto or purporting to grant rights to third parties; (o) providing for the indemnification or exculpation or, or contribution to, a party with respect to a liability where such indemnification, exculpation or contribution is contrary to public policy; (p) providing for time-is-of-the-essence clauses, covenants not to compete, or confidentiality agreements, and (q) providing for the severability, if invalid, of provisions to the foregoing effect; provided, however, that the foregoing limitations in subsections (a) through (q) inclusive do not, in our opinion, make the Developer Party Agreements inadequate for the practical realization of the material benefits intended to be provided by the Developer Party Agreements.

8. We express no opinion with respect to, and the opinions expressed herein are subject to, the effect of the compliance or noncompliance of parties with any state or federal laws or regulations applicable to it because of its legal or regulatory status or the nature of its business or requiring it to qualify to conduct business in any jurisdiction.

9. With respect to the opinion expressed in opinion paragraph 2, we note that Section 2.145 of the Charter of the City of Las Vegas provides as follows:

> Sec. 2.145 Powers of City Council: Lease or lease-purchase agreement for construction or remodeling of building or facility; conveyance of property; applicability of certain provisions to agreement for construction or remodeling of building or facility.
>
> 1. The City Council may enter into an agreement with a person whereby the person agrees to construct or remodel a building or facility according to specifications adopted by the City Council and thereupon enter into a lease or a lease-purchase agreement with the City Council for that building or facility.
>
> 2. The City Council may convey property to a person where the purpose of the conveyance is the entering into of an agreement contemplated by subsection 1.
>
> 3. The person who enters into an agreement for the actual construction or remodeling of a building or facility pursuant to subsection 1 shall include in the agreement the contractual provisions and stipulations that are required to be included in a contract for a public work pursuant to the provisions of NRS 338.013 to 338.090, inclusive.
>
> 4. The City Council, the contractor who is awarded the contract or entered into the agreement to perform the construction or remodeling and any subcontractor on the project shall comply with the provisions of NRS 338.013 to 338.090, inclusive, in the same manner as if the City Council had undertaken the project or had awarded the contract.

QHLV is a person with whom the City has entered into a lease-purchase agreement pursuant to Section 2.145, and the Construction Agreement is an agreement for the actual construction of a building entered into by QHLV and a general contractor. The Construction Agreement contains the provisions and stipulations required by Section 2.145(3). However, since the Construction Agreement was not awarded by the City, it was not awarded by a "public body" as contemplated by the provisions of NRS Chapter 338 that deal with the award of contracts for the construction of public works. The applicability of certain provisions of NRS Chapter 338 to the Construction Agreement is further discussed below.

Section 2.145 was added to the Charter of the City of Las Vegas by enactment of Senate Bill 198 and codified at Statutes of Nevada 2007, page 836, and was amended in 2009. Section 2.145 is relatively new, and its provisions and their interrelationship with other laws of the State of Nevada have not been considered by Nevada courts. However, NRS 354.740(1) recognizes that local governments have the authority

to use lease-purchase and installment-purchase agreements and when such authority is used such agreements provide "great benefit to the residents of this State." Statutory provisions relating to lease-purchase and installment-purchase agreements, such as Section 2.145 of the Charter of the City of Las Vegas set forth above, must be "interpreted to allow the process of entering into and carrying out these agreements to be as streamlined and efficient as possible." NRS 354.740(2).

Section 2.145 requires any agreement for the actual construction of a building entered into in accordance with Section 2.145 to include in such agreement provisions relating to prevailing wage requirements as contained in NRS 338.013 to 338.090, inclusive. However, Section 2.145 does not by its terms require compliance with any of the other provisions of NRS Chapter 338, including requirements relating to awarding construction contracts. NRS 338.1373, for example, requires a local government to award a contract for construction pursuant to procedures set forth therein, which includes the construction manager at risk procedures set forth in NRS 338.169 to 338.1699, inclusive (the "CMAR Process"). If all of the provisions of NRS Chapter 338 were applicable to contracts described in paragraph (3) of Section 2.145, it would not have been necessary to include in paragraphs (3) and (4) of Section 2.145 specific references to NRS 338.013 to 338.090, inclusive. Thus, the fact that such specific references are included in said paragraphs, especially when considered in light of the provisions of NRS 354.740, indicates that the remaining provisions of NRS Chapter 338 are not intended to apply to agreements for the actual construction of a building entered into in accordance with Section 2.145.

Although not directly analogous, the Nevada Supreme Court reviewed NRS Chapter 338 in Carson-Tahoe Hospital v. Building and Construction Trades Council of Northern Nevada, 128 P.3d 1065 (Nev. 2006). In that case, the Nevada Supreme Court discussed the applicability of the prevailing wage requirements contained in NRS 338.013 to 338.090, inclusive, to a construction contract awarded by a private party to a general contractor where the construction was financed with revenue bonds issued by a public body. NRS 338.010(14) defines a public body as the state, county, city, town or any public agency financing a public work. Pursuant to NRS 338.020(1), prevailing wages must be paid in "[e]very contract to which a public body of this state is a party." Id. at 1067. In holding that payment of prevailing wages was not required, the court in Carson-Tahoe Hospital stated, among other reasons, that no public body was a party to the construction agreement. Id. Similar to the pertinent facts of Carson-Tahoe Hospital, a public body is not a party to the Construction Agreement. In the instant matter, QHLV, a private party, entered into the Construction Agreement with a contractor for the construction of the Project. Accordingly, the provisions of NRS Chapter 338 applicable to the award of a construction contract by a public body, including the CMAR Process, should not apply to QHLV's selection of the general contractor and entering into the Construction Agreement.

Even if the CMAR Process were found to apply in this case, notwithstanding that QHLV is not a "public body" as defined in NRS Chapter 338 and that the CMAR Process is not made specifically applicable to a private party under either NRS Chapter 338 or Section 2.145 of the Charter, QHLV and its affiliates utilized the CMAR Process as a guide. Although specific procedures regarding the CMAR Process are not well defined in NRS Chapter 338, based solely on the Supporting Certificates, it appears that QHLV and its affiliates followed a process substantially similar to the CMAR Process in selecting the general contractor and entering into the Construction Agreement for construction of the Project. Accordingly, based upon the foregoing, although no assurance can be given, we believe that the Nevada Supreme Court, in a case properly presented, should conclude that the provisions of NRS Chapter 338, in and of itself, should not render the Construction Agreement unenforceable against QHLV.

10. The opinions expressed herein are limited solely to those matters set forth above, and we specifically do not render opinions pertaining to any matter not expressly stated herein. The information and opinions set forth in this letter are as of this date, and we disclaim any undertaking to advise you of changes that thereafter may be brought to our attention.

11. We have provided this letter to you as a legal opinion only and not as a guaranty or warranty of the matters discussed herein, and we have rendered this opinion to you as special Nevada counsel to Developer Parties for your exclusive benefit in connection with the Developer Party Agreements and not for the benefit of any other person including the owners of the Certificates. Neither you nor any other person may rely on this letter for any other purpose. This letter may not be provided to, quoted to or relied upon by, any person other than you.

Sincerely,

GREENBERG TRAURIG, LLP

Exhibit D

[Developer Letter of Representation]

LETTER OF REPRESENTATIONS

December 2, 2009

Stone & Youngberg LLC
515 S. Figueroa St., Suite 1800
Los Angeles, California 90071

Siebert Brandford Shank & Co., LLC
1999 Harrison St., Ste. 2700
Oakland, California 94612

Citigroup Global Markets Inc.
444 S. Flower St., 27th Floor
Los Angeles, California 90071

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101

Ladies and Gentlemen:

In connection with the proposed city hall construction project (the "Project") located in the City of Las Vegas, Nevada (the "City"), Forest City Enterprises, Inc., an Ohio corporation ("Forest City"), and certain of its majority or wholly owned subsidiaries, including PQ Las Vegas, LLC, a Delaware limited liability company ("PQLV"), QH Las Vegas, LLC, a Delaware limited liability company ("QHLV"), and Forest City Commercial Construction Co., Inc., an Ohio corporation ("Forest City Commercial," together with Forest City, PQLV and QHLV, the "Developer Parties," and each individually, a "Developer Party") will enter into certain financing, lease, development and related agreements, as further described in the Exhibits attached hereto (the agreements listed on Exhibits A-D collectively referred to herein as the "Developer Party Agreements"). Pursuant to a Certificate Purchase Agreement, dated the date hereof (the "Purchase Agreement"), with Stone & Youngberg LLC (the "Representative"), acting for itself, Citigroup Global Markets Inc. and Siebert Brandford Shank & Co. (collectively, the "Underwriters"), the City proposes to sell $13,770,000 aggregate principal amount of Tax-Exempt Certificates of Participation (City Hall Project) Series 2009A (the "Series 2009A Certificates") and $174,500,000 aggregate principal amount of Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds) (the "Series 2009B Certificates" and together with the Series 2009A Certificates, the "Certificates") in order to finance the acquisition and construction of the Project, including compensation of the Developer Parties. The offering of the Certificates is described in a preliminary official statement dated November 19, 2009 (the "Preliminary Official Statement"), and in an official statement dated the date hereof (the "Official Statement"). All terms used herein and not otherwise defined shall have the meanings given to such terms in the Purchase Agreement.

In order to induce you to enter into the Purchase Agreement and to make the sale and purchase and offering of the Certificates therein contemplated, the Developer Parties, as respectively set forth below in this letter of representations (this "Letter of Representations"), hereby represent, warrant and agree with each of you, as of the date hereof, the following.

Forest City hereby represents, warrants and agrees that:

(a) Forest City is a corporation duly incorporated and in good standing under the laws of the State of Ohio, with the requisite corporate power to own its properties and conduct its business and has the requisite legal right, power and authority to enter into those agreements listed on Exhibit A attached hereto (the "Forest City Agreements") and to carry out and consummate all transactions contemplated hereby and thereby.

(b) The execution and delivery of the Forest City Agreements and the consummation of the transactions contemplated therein will not conflict with or constitute on the part of Forest City a breach of or default under the articles of incorporation or the bylaws of Forest City, as amended. Nor will such execution, delivery and consummation conflict with or constitute on the part of Forest City a breach or default in any way under any statute, indenture, mortgage, deed of trust, lease, loan agreement or other agreement or instrument to which Forest City is a party or by which it or its properties are bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Forest City or any of its activities or properties or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature upon any of the property or assets of Forest City, which default, lien, conflict, violation, breach, charge or encumbrance might have consequences that would materially adversely affect Forest City's ability at any time to comply with the provisions of the Forest City Agreements or the consummation of the transactions contemplated thereby or the financial conditions, assets, properties or operations of Forest City.

(c) Each of the Forest City Agreements and this Letter of Representations has been duly authorized, executed and approved, as applicable, and delivered by Forest City and, upon execution and delivery by Forest City, assuming due authorization, execution and delivery by the other parties thereto, where applicable, each of the Forest City Agreements will constitute a legal, valid and binding obligation of Forest City enforceable in accordance with its terms except as the enforcement thereof might be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of general principles of equity, including but not limited to, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in equity or at law.

(d) All proceedings legally required to be taken by Forest City in connection with the authorization of each of the Forest City Agreements and of the transactions related hereto and thereto, and all such material approvals, authorizations, consents or other orders of state or federal regulatory agencies, public boards or bodies, and all such material consents and approvals of any trustee, guarantor or holder of any indebtedness of Forest City, if any, as may constitute a condition precedent to, or the absence of which would have a material adverse effect on the performance by Forest City of its obligations under the Forest City Agreements have been taken or obtained and are in full force and effect.

(e) The representations and warranties of Forest City set forth in the Forest City Agreements are true and correct in all material respects.

(f) The officer(s) of Forest City executing the Forest City Agreements are fully authorized to execute and approve the same.

(g) Forest City is not in breach of or in default under any law or administrative rule or regulation of the United States of America, or, to the best of its knowledge, the State of Nevada, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, indenture, contract, agreement or other instrument to which Forest City is party or is otherwise subject or bound which breach or default would have a material adverse affect on Forest City's ability to perform its obligations under the Forest City Agreements; and the execution and delivery of the Forest City Agreements and the other instruments contemplated by any of such documents to which Forest City is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the United States of America, or, to the best of its knowledge, the State of Nevada ,or of any department, division, agency or instrumentality of either thereof, that would have a material adverse effect on Forest City's ability to perform its obligations under the Forest City Agreements.

PQLV hereby represents, warrants and agrees that:

(a) PQLV is a limited liability company under the Delaware Limited Liability Company Act (the "DLLCA"), with limited liability company power and authority to enter into those agreements listed on Exhibit B attached hereto (the "PQLV Agreements") and to carry out and consummate all transactions contemplated hereby and thereby.

(b) The execution and delivery of the PQLV Agreements and the consummation of the transactions contemplated therein will not conflict with or constitute on the part of PQLV a breach of or default under the certificate of formation or operating agreement of PQLV. Nor will such execution, delivery and consummation conflict with or constitute on the part of PQLV a breach or default in any way under any statute, indenture, mortgage, deed of trust, lease, loan agreement or other agreement or instrument to which PQLV is a party or by which it or its properties are bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over PQLV or any of its activities or properties or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature upon any of the property or assets of PQLV, which default, lien, conflict, violation, breach, charge or encumbrance might have consequences that would materially adversely affect PQLV's ability at any time to comply with the provisions of the PQLV Agreements or the consummation of the transactions contemplated thereby or the financial conditions, assets, properties or operations of PQLV.

(c) Each of the PQLV Agreements and this Letter of Representations has been duly authorized, executed and approved, as applicable, and delivered by PQLV and, upon execution and delivery by PQLV, assuming due authorization, execution and delivery by the other parties thereto, where applicable, each of the PQLV Agreements will constitute a legal, valid and binding obligation of PQLV enforceable in accordance with its terms except as the enforcement thereof might be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of general principles of equity, including but not limited to, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in equity or at law.

(d) All proceedings legally required to be taken by PQLV in connection with the authorization of each of the PQLV Agreements and of the transactions related hereto and thereto, and all such material approvals, authorizations, consents or other orders of state or federal regulatory agencies, public boards or bodies, and all such material consents and approvals of any trustee, guarantor or holder of any indebtedness of PQLV, if any, as may constitute a condition precedent to, or the absence of which would have a material adverse effect on the performance by PQLV of its obligations under the PQLV Agreements have been taken or obtained and are in full force and effect.

(e) The representations and warranties of PQLV set forth in the PQLV Agreements are true and correct in all material respects.

(f) The representative(s) of PQLV executing the PQLV Agreements are fully authorized to execute and approve the same.

(g) PQLV is not in breach of or in default under any law or administrative rule or regulation of the United States of America, or, to the best of its knowledge, the State of Nevada, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, indenture, contract, agreement or other instrument to which PQLV is party or is otherwise subject or bound which breach or default would have a material adverse affect on PQLV's ability to perform its obligations under the PQLV Agreements; and the execution and delivery of the PQLV Agreements and the other instruments contemplated by any of such documents to which PQLV is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the United States of America, or, to the best of its

knowledge, the State of Nevada, or of any department, division, agency or instrumentality of either thereof, that would have a material adverse effect on PQLV's ability to perform its obligations under the PQLV Agreements.

QHLV hereby represents, warrants and agrees that:

(a) QHLV is a limited liability company under the DLLCA, with limited liability company power and authority to enter into those agreements listed on Exhibit C attached hereto (the "QHLV Agreements") and to carry out and consummate all transactions contemplated hereby and thereby.

(b) The execution and delivery of the QHLV Agreements and the consummation of the transactions contemplated therein will not conflict with or constitute on the part of QHLV a breach of or default under the certificate of formation or operating agreement of QHLV. Nor will such execution, delivery and consummation conflict with or constitute on the part of QHLV a breach or default in any way under any statute, indenture, mortgage, deed of trust, lease, loan agreement or other agreement or instrument to which QHLV is a party or by which it or its properties are bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over QHLV or any of its activities or properties or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature upon any of the property or assets of QHLV, which default, lien, conflict, violation, breach, charge or encumbrance might have consequences that would materially adversely affect QHLV's ability at any time to comply with the provisions of the QHLV Agreements or the consummation of the transactions contemplated thereby or the financial conditions, assets, properties or operations of QHLV.

(c) Each of the QHLV Agreements and this Letter of Representations has been duly authorized, executed and approved, as applicable, and delivered by QHLV and, upon execution and delivery by QHLV, assuming due authorization, execution and delivery by the other parties thereto, where applicable, each of the QHLV Agreements will constitute a legal, valid and binding obligation of QHLV enforceable in accordance with its terms except as the enforcement thereof might be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of general principles of equity, including but not limited to, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in equity or at law.

(d) All proceedings legally required to be taken by QHLV in connection with the authorization of each of the QHLV Agreements and of the transactions related hereto and thereto, and all such material approvals, authorizations, consents or other orders of state or federal regulatory agencies, public boards or bodies, and all such material consents and approvals of any trustee, guarantor or holder of any indebtedness of QHLV, if any, as may constitute a condition precedent to, or the absence of which would have a material adverse effect on the performance by QHLV of its obligations under the QHLV Agreements have been taken or obtained and are in full force and effect.

(e) The representations and warranties of QHLV set forth in the QHLV Agreements are true and correct in all material respects.

(f) The representative(s) of QHLV executing the QHLV Agreements are fully authorized to execute and approve the same.

(g) QHLV is not in breach of or in default under any law or administrative rule or regulation of the United States of America, or, to the best of its knowledge, the State of Nevada, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, indenture, contract, agreement or other instrument to which QHLV is party or is otherwise subject or bound which breach or default would have a material adverse affect on QHLV's ability to perform its obligations under the QHLV Agreements; and the execution and delivery of the QHLV

Agreements and the other instruments contemplated by any of such documents to which QHLV is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the United States of America, or, to the best of its knowledge, the State of Nevada, or of any department, division, agency or instrumentality of either thereof, that would have a material adverse effect on QHLV's ability to perform its obligations under the QHLV Agreements.

[(h) Except as otherwise disclosed in the Official Statement, there is no known impediment to relocation of the utilities on the Land and the elimination of the existing easements which could materially delay the construction or increase the cost of the Project from that set forth in the Official Statement.]

Forest City Commercial hereby represents, warrants and agrees that:

(a) Forest City Commercial is a corporation duly incorporated and in good standing under the laws of the State of Ohio, with the requisite corporate power to own its properties and conduct its business and has the requisite legal right, power and authority to enter into those agreements listed on Exhibit D attached hereto (the "Forest City Commercial Agreements") and to carry out and consummate all transactions contemplated hereby and thereby.

(b) The execution and delivery of the Forest City Commercial Agreements and the consummation of the transactions contemplated therein will not conflict with or constitute on the part of Forest City Commercial a breach of or default under the articles of incorporation or the bylaws of Forest City Commercial, as amended. Nor will such execution, delivery and consummation conflict with or constitute on the part of Forest City Commercial a breach or default in any way under any statute, indenture, mortgage, deed of trust, lease, loan agreement or other agreement or instrument to which Forest City Commercial is a party or by which it or its properties are bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Forest City Commercial or any of its activities or properties or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature upon any of the property or assets of Forest City Commercial, which default, lien, conflict, violation, breach, charge or encumbrance might have consequences that would materially adversely affect Forest City Commercial's ability at any time to comply with the provisions of the Forest City Commercial Agreements or the consummation of the transactions contemplated thereby or the financial conditions, assets, properties or operations of Forest City Commercial.

(c) Each of the Forest City Commercial Agreements and this Letter of Representations has been duly authorized, executed and approved, as applicable, and delivered by Forest City Commercial and, upon execution and delivery by Forest City Commercial, assuming due authorization, execution and delivery by the other parties thereto, where applicable, each of the Forest City Commercial Agreements will constitute a legal, valid and binding obligation of Forest City Commercial enforceable in accordance with its terms except as the enforcement thereof might be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of general principles of equity, including but not limited to, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in equity or at law.

(d) All proceedings legally required to be taken by Forest City Commercial in connection with the authorization of each of the Forest City Commercial Agreements and of the transactions related hereto and thereto, and all such material approvals, authorizations, consents or other orders of state or federal regulatory agencies, public boards or bodies, and all such material consents and approvals of any trustee, guarantor or holder of any indebtedness of Forest City Commercial, if any, as may constitute a condition precedent to, or the absence of which would have a material adverse effect on the performance by Forest City Commercial of its obligations under the Forest City Commercial Agreements have been taken or obtained and are in full force and effect.

(e) The representations and warranties of Forest City Commercial set forth in the Forest City Commercial Agreements are true and correct in all material respects.

(f) The officer(s) of Forest City Commercial executing the Forest City Commercial Agreements are fully authorized to execute and approve the same.

(g) Forest City Commercial is not in breach of or in default under any law or administrative rule or regulation of the United States of America, or, to the best of its knowledge, the State of Nevada, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, indenture, contract, agreement or other instrument to which Forest City Commercial is party or is otherwise subject or bound which breach or default would have a material adverse affect on Forest City Commercial's ability to perform its obligations under the Forest City Commercial Agreements; and the execution and delivery of the Forest City Commercial Agreements and the other instruments contemplated by any of such documents to which Forest City Commercial is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the United States of America, or, to the best of its knowledge, the State of Nevada, or of any department, division, agency or instrumentality of either thereof, that would have a material adverse effect on Forest City Commercial's ability to perform its obligations under the Forest City Commercial Agreements.

Each of the Developer Parties hereby represents, warrants and agrees that:

(a) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, is pending or, to its knowledge, threatened against such Developer Party in any way seeking to restrain or enjoin the development of the Project, or the Exchange Transaction.

(b) No proceeding is pending or, to the best knowledge of such Developer Party, threatened in which such Developer Party or any of its affiliates may be adjudicated as bankrupt or discharged from any or all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or a readjustment of its debts.

(c) The factual statements in the Official Statement pertaining to such Developer Party and its contractual arrangements pursuant to its respective Developer Party Agreements, [the summaries of the Developer Party Agreements, and the description of the Project, the Leased Property and the Land] including such statements that appear under (i) the following subcaptions under the caption "THE CITY HALL PROJECT:" (a) the second paragraph of "—Redevelopment Implications," (b) "—City Hall," and (c) "—Estimated Sources and Uses of Funds," and (ii) all subcaptions under the caption "CONSTRUCTION OF CITY HALL PROJECT" summarizing such specified information under the above-mentioned captions do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Such Developer Party will advise the Representative in writing promptly of the occurrence of any event or circumstance of which such Developer Party becomes aware during the period commencing on the date hereof and ending on the date 25 days after the "End of the Underwriting Period" as a result of which it may be necessary to amend or supplement the Official Statement or any part thereof in order to make the statements therein, in light of the circumstances existing at such time, not misleading.

(e) Any certificate signed by any officer or representative of such Developer Party in connection with the Closing shall be deemed a representation and warranty by such Developer Party to the Underwriters as to the statements made therein.

This Letter of Representations shall be binding upon and inure solely to the benefit of each of you and, to the extent set forth herein, persons controlling any of you, and their respective officers, employees, agents and successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Letter of Representations. No recourse under or upon any obligation, covenant or agreement contained in this Letter of Representations shall be had against any employee, representative, member, officer or director of the Developer Parties as individuals except as caused by their bad faith.

This Letter of Representations may be executed in any number of counterparts and all such counterparts shall together constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have executed this Letter of Representations as of the date first set forth above.

FOREST CITY ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

PQ LAS VEGAS, LLC

By: FC VEGAS 39, LLC, a New York limited liability company, its managing member

By: Rolling Acres Properties Co. Limited Partnership, an Ohio limited partnership, its sole member

By: Artus Inc., an Ohio corporation, its general partner

By: _____
Name:
Title:

QH LAS VEGAS, LLC

By: Forest City Commercial Group, Inc., its managing member

By: _____
Name: _____
Title: _____

FOREST CITY COMMERCIAL CONSTRUCTION CO., INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

FOREST CITY AGREEMENTS

1. Completion Guarantee, dated as of December 17, 2009, by Forest City in favor of the City, guarantying the completion of the Project by QHLV.

EXHIBIT B

PQLV AGREEMENTS

1. Ground Lease, dated December 17, 2009, by and between PQLV and QHLV

2. Exchange and Parcel P-Q Development Agreement, dated December 17, 2009, by and between PQLV and City Parkway IV A, Inc.

3. Acknowledgement and Recognition Agreement, dated December 17, 2009, by and among PQLV, the City and QHLV

EXHIBIT C

QHLV AGREEMENTS

1. Lease-Purchase Agreement, dated December 17, 2009, by and between QHLV and the City

2. Ground Lease, dated December 17, 2009, by and between PQLV and QHLV

3. Sub-Ground Lease, dated December 17, 2009, by and between QHLV and the City

4. Acknowledgement and Recognition Agreement, dated December 17, 2009, by and among PQLV, the City and QHLV

5. Assignment Agreement, dated December 17, 2009, by and between QHLV and U.S. Bank National Association, as trustee

6. City Hall Development Agreement, dated December 17, 2009, by and between QHLV and the City

7. Development Services Agreement, dated as of November 5, 2009, by and between QHLV and Forest City Commercial

8. Guaranteed Maximum Price Contract], dated as of November 5, 2009, consisting of the modified AIA Documents: (i) A121CMc-2003 and AGC Document 565 (Standard Form of Agreement between Owner and General Contractor where the Construction Manager is also the Contractor), by and between QHLV, as Owner, and the Whiting-Turner Construction Co., as the Construction Manager; and (ii) the supplemental A201-1997 (General Terms and Conditions of the Contract for Construction)

EXHIBIT D

FOREST CITY COMMERCIAL AGREEMENTS

1. Development Services Agreement, dated as of November 5, 2009, by and between QHLV and Forest City Commercial

Exhibit E

Form of Opinion of Special Counsel

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101

$174,500,000
Taxable Certificates of Participation
(City Hall Project) Series 2009B
(Direct Pay Build America Bonds)
Evidencing Assignments of Proportionate Undivided Interests in the Right to Receive Certain Revenues Consisting Principally of Rental Payments Payable by the City of Las Vegas, Nevada Under a Lease Purchase Agreement dated December 17, 2009 with QH Las Vegas, LLC

Ladies and Gentlemen:

We have acted as special counsel to the City of Las Vegas, Nevada (the "City" and the "State," respectively), in connection with its authorization, execution and delivery of the Lease Purchase Agreement dated December 17, 2009 (the "Lease") between the City, as lessee, and QH Las Vegas, LLC, as lessor (the "Lessor"), and the Indenture of Trust dated as of December 1, 2009 (the "Indenture") between the City and U.S. Bank National Association, as trustee. The above-captioned certificates (the "2009B Certificates") are executed and delivered pursuant to the Indenture. The 2009B Certificates evidence assignments of proportionate undivided interests in the right to receive certain revenues payable by the City pursuant to the Lease, as provided in the 2009B Certificates, the Lease and the Indenture. In such capacity, we have examined the City's certified proceedings and such other documents and such law of the State and of the United States of America as we have deemed necessary to render this opinion letter. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease and the Indenture.

In our capacity as special counsel, we have examined the certified proceedings of the City Council of the City, the 2009B Certificates, the Lease, the Indenture and such other documents and such law of the State and of the United States of America as we have deemed necessary to render this opinion letter.

Regarding questions of fact material to our opinions, we have relied upon the certified proceedings of the City and other representations and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon such examination, it is our opinion as special counsel that the 2009B Certificates constitute "qualified bonds" as defined in Section 54AA(g)(2) of the Internal Revenue Code of 1986, as amended (the "Code") and the City is entitled to claim the credit allowed in Section 6431 of the Code with respect to the 2009B Certificates at the times and in the manner provided in the Code and the regulations, notices and other official guidance promulgated thereunder. The opinions expressed in this paragraph assume continuous compliance with the covenants and representations contained in the City's certified proceedings relating to the 2009B Certificates and in certain other documents and certain other certifications furnished to us.

The opinions expressed in this opinion letter are subject to the following:

The provisions of this opinion letter concerning federal tax issues are not intended or written to be used and cannot be used by any taxpayer for the purpose of avoiding penalties that may be imposed on any taxpayer by the Internal Revenue Service. This writing supports the promotion or marketing of the transactions or matters addressed herein. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

In this opinion letter rendered in our capacity as special counsel, we are opining only upon those matters set forth herein, and we are not passing upon any state or federal tax consequences arising from the issuance, payment or retirement of the 2009B Certificates, except those specifically addressed herein.

This opinion letter is furnished to the City in connection with the City's authorization, execution and delivery of the 2009B Certificates. It does not apply to any subsequent transactions and may not be relied upon by the City for any other purpose or relied upon by any other person without the prior written consent of this firm.

This opinion letter is rendered as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

LEASE PURCHASE AGREEMENT

by and between

QH LAS VEGAS, LLC,
as Lessor

and

THE CITY OF LAS VEGAS, NEVADA,
as Lessee

Dated December 17, 2009

Submitted at City Council
Date 12/2/09 Item CC 50
CC/RDA 3-8

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LEASE-PURCHASE AGREEMENT

CITY HALL PROJECT

THIS LEASE-PURCHASE AGREEMENT (this "Lease" or "Agreement") is made effective as of December 17, 2009 between QH LAS VEGAS, LLC, as lessor (the "Lessor"), and the CITY OF LAS VEGAS, NEVADA, as lessee (the "City" or "Lessee").

WHEREAS, Section 2.145 of the Charter of the City, being Chapter 517, Statutes of Nevada, 1983, as amended (the "Charter") provides:

> "Sec. 2.145 1. The City Council may enter into an agreement with a person whereby the person agrees to construct or remodel a building or facility according to specifications adopted by the City Council and thereupon enter into a lease or a lease-purchase agreement with the City Council for that building or facility.
>
> 2. The City Council may convey property to a person where the purpose of the conveyance is the entering into of an agreement contemplated by subsection 1.
>
> 3. The person who enters into an agreement for the actual construction or remodeling of a building or facility pursuant to subsection 1 shall include in the agreement the contractual provisions and stipulations that are required to be included in a contract for a public work pursuant to the provisions of NRS 338.013.
>
> 4. The City Council, the contractor who is awarded the contract or entered into the agreement to perform the construction or remodeling and any subcontractor on the project shall comply with the provisions of NRS 338.013 to 338.090, inclusive, in the same manner as if the City Council had undertaken the project or had awarded the contract."

(the "Charter Lease Authorization"); and

WHEREAS, pursuant to the Charter Lease Authorization and Sections 350.014, 350.087 through 350.095 and 350.800 of Nevada Revised Statutes (the Charter Lease Authorization and Sections 350.014, 350.087 through 350.095 and 350.800 of Nevada Revised Statutes are collectively referred to herein as the "Act"), the City is authorized to enter into a lease-purchase agreement for the development, acquisition and occupancy of a city hall building, more particularly described as:

> An approximately 308,990 gross square foot building to be constructed on the real property described in Exhibit A hereto (the "Site" or "Premises"), consisting of an eight story above ground building with a single level basement for underground services, utilities and approximately 47 parking spaces with a net useable area of 269,815 square feet, including all appurtenances needed to occupy and use such building as a city hall, including fixtures therefor, the exterior as more specifically depicted in the rendering attached hereto as Exhibit B.

(the "Project," which includes any changes or amendments to the Project actually constructed, as permitted in this Lease), provided that requirements of the Act, including receiving the approval of the Clark County Debt Management Commission and of the Nevada Department of Taxation, are met; and

WHEREAS, the City has received the approval of the Clark County Debt Management Commission and of the Nevada Department of Taxation for this Agreement pursuant to the Act, and has otherwise complied with all requirements of the Act that are prerequisites to entering into this Agreement; and

WHEREAS, the term of this Agreement does not exceed the maximum term permitted under the Act and this Agreement contains the provisions required pursuant to NRS 350.800(1)(a) such that it does not count against the debt limit of the City and therefore under NRS 350.800(3), this Agreement is not subject to the requirements of Chapter 350 of NRS for an election; and

WHEREAS, City Parkway IV A, Inc. ("CP") and PQ Las Vegas, LLC (the "Site Owner") have entered into an "Exchange and Parcel P-Q Development Agreement" dated December 17, 2009 (the "Exchange Agreement") pursuant to which the Site Owner has agreed to exchange title to the Site for title to property owned by CP in accordance with the terms and conditions described therein; and

WHEREAS, pursuant to a Ground Lease dated December 17, 2009, by and between the Site Owner and the Lessor, the Site Owner has leased the Site to the Lessor; and

WHEREAS, pursuant to a Sub-Ground Lease dated December 17, 2009, by and between the Lessor and the Lessee (the "Sub-Ground Lease"), a copy of which is attached hereto as Exhibit "E," the City is entitled to occupy the Site upon payment of rental specified in the Sub-Ground Lease; and

WHEREAS, the City, the Lessor and the Site Owner have entered into an Acknowledgment and Recognition Agreement dated December 17, 2009 (the "Acknowledgment Agreement") pursuant to which the Lessor and the Site Owner have subjected their interests in the Site to the interests of the City under the Sub-Ground Lease; and

WHEREAS, the City and the Lessor have entered into a City Hall Development Agreement dated December 17, 2009 (as it may be amended from time to time, the "Development Agreement") for the development of the Project; and

WHEREAS, pursuant to an Assignment Agreement dated December 17, 2009 (the "Assignment Agreement"), a copy of which is attached hereto as Exhibit "H," the Lessor has assigned certain of its rights, title and interest under this Agreement to the Trustee (as defined herein); and

WHEREAS, pursuant to the Deed of Trust (as defined herein), the City has granted a security interest in all of its right, title and interest under the Sub-Ground Lease, the fee simple interest in the Site to be acquired pursuant to the Exchange Agreement, and the Parking Garage (as defined herein) to the Trustee; and

WHEREAS, nothing herein obligates the City to make appropriations with which to make Rent (as defined herein) payments hereunder and nothing herein obligates the City to this Lease beyond the period for which an appropriation sufficient to make payments of Base Rent and Additional Rent has been made by the City Council of the City.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the parties agree:

ARTICLE I

DEFINITIONS

In addition to the terms defined elsewhere in this Lease, the following terms have the meanings given below:

A. "2009A Certificates" has the meaning ascribed to such term in the Indenture.

B. "2009B Certificates" has the meaning ascribed to such term in the Indenture.

C. "2009C Certificates" has the meaning ascribed to such term in the Indenture.

D. "Acknowledgment Agreement" has the meaning ascribed to such term in the recitals hereof.

E. "Act" has the meaning ascribed to such term in the recitals hereof.

F. "Additional Certificates" means any certificates of participation executed and delivered after the execution and delivery of the 2009 Certificates pursuant to Section 2.10 of the Indenture.

G. "Additional Rent" means any payments required to be made hereunder in addition to the Base Rent including, but not limited to and without duplication, all required payments of the costs and expenses of the Trustee not paid with proceeds of the Certificates and payments required to be made into the Reserve Fund as provided in the Indenture.

H. "Assignment Agreement" has the meaning ascribed to such term in the recitals hereof.

I. "Authorized Officer," when used:

(i) with respect to the Lessee, means the Manager, or an officer of the City who is designated in writing by the Manager as a person authorized to act for the Manager for the purposes of this Lease;

(ii) with respect to Lessor, means one or more officers or other representative of the Lessor designated in writing by the Lessor to the Lessee as an Authorized Officer of the Lessor for purposes of this Lease; and

(iii) .with respect to any assignee of Lessor, means the one or more officers or other representatives of the assignee designated in writing by such assignee as an Authorized Officer of Lessor for the purposes of this Lease.

J. "BAB Credit" has the meaning set forth in Section 12.5(d) hereof.

K. "Base Rent" means the payments, including the principal and interest components of those payments, specified in Exhibit "C" attached hereto.

L. "Business Day" means any day of the year other than Saturday, Sunday, any day which is a legal holiday for banks in Las Vegas, Nevada, New York, New York, or Phoenix, Arizona, or any day on which the office of the City Treasurer is closed.

M. "Certificates of Participation" or "Certificates" shall mean, collectively, the 2009A Certificates, the 2009B Certificates, the 2009C Certificates and any Additional Certificates.

N. "Ch. 239" has the meaning ascribed to it in Section 4.1(f) hereof.

O. "Charter" has the meaning ascribed to such term in the recitals hereof.

P. "Charter Lease Authorization" has the meaning ascribed to such term in the recitals hereof.

Q. "City" or "Lessee" means the City of Las Vegas, Nevada.

R. "City Council" means the City Council of the City.

S. "Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Certificates. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations, and proposed regulations thereunder.

T. "Completion Guaranty" has the meaning ascribed to such term in the Development Agreement.

U. "Construction Fund" means the account for the Project created in the Indenture and held by the Trustee from which the expenses of the Project will be paid.

V. "Cost of Acquisition" shall mean any proper and reasonable cost of the Project, and including, without limitation, costs, whether incurred by the Lessor, the Lessee or another, (1) of evaluating, analyzing and planning; (2) of acquiring real property or interests therein; (3) of engineering, architecture, surveying and other services and of the plans, specifications and other design documents; (4) of project management, administration, inspection and similar services; (5) of developing and constructing improvements; (6) of furniture, fixtures,

and equipment; (7) of any indemnity, surety bonds and insurance premiums; (8) of administrative, accounting, auditing, legal and other general expenses; (9) of fees and expenses of any trustees, depositories and paying agents, legal counsel, financial advisors, underwriters and other costs pertaining to the execution and delivery of Certificates of Participation; (10) of any portion of Base or Additional Rent to be paid on or before September 1, 2012; (11) of interest or financing charges incurred to temporarily finance the payment of any cost items described herein; and (12) of all other reasonable and necessary expenses not specified herein related to or incidental to the development, design, construction and acquisition of the Project, the financing thereof, and the placing of the Project in use and operation.

W. "Deed of Trust" means the Deed of Trust dated December 17, 2009 granted by the City, as Trustor, to the Deed of Trust Trustee, for the benefit of the Trustee, as Trustee for the Owners, which Deed of Trust conveys a security interest in all of the City's right, title and interest under the Sub-Ground Lease, the fee simple interest in the Site to be acquired pursuant to the Exchange Agreement, and the fee simple interest in the Parking Garage, and which also conveys a security interest in any other property interests the City obtains after the date thereof in the Site.

X. "Deed of Trust Trustee" means First American Title Insurance Company.

Y. "Defeasance Obligations" means (1) cash, (2) Treasuries, (3) non-callable evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any Person claiming through the custodian or to whom the custodian may be obligated, (4) non-callable pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P or Moody's, respectively (for the purposes of this clause 4 only, an obligation shall be treated as being non-callable if a call option has been irrevocably exercised by the issuer of the obligation, and such an obligation shall be treated as having a maturity date that is the date on which the obligation will be redeemed pursuant to the call option that has been irrevocably exercised) or (5) any combination thereof.

Z. "Development Agreement" has the meaning ascribed to such term in the recitals hereof.

AA. "Development Agreement Default" has the meaning ascribed to such term in Section 4.1(b).

BB. "Effective Date" has the meaning ascribed to such term in Section 2.1.

CC. "Event of Default" has the meaning ascribed to such term in Section 13.1.

DD. "Event of Non-appropriation" means the City Council's failure, in its absolute discretion, (a) to appropriate by the last day of each Fiscal Year, (i) sufficient amounts to be used to pay Base Rent due in the next ensuing Fiscal Year and (ii) sufficient amounts to pay such Additional Rentals as are reasonably expected to become due in the next Fiscal Year, as provided in and subject to Section 3.3(a) of this Lease, or (b) to appropriate or otherwise make available amounts sufficient to pay Additional Rent that shall become due that was not reasonably expected to become due in the current Fiscal Year, as provided in and subject to Section 3.3(c) of this Lease.

EE. "Exchange Agreement" has the meaning ascribed to such term in the recitals hereof.

FF. "Final Completion" has the meaning ascribed to such term in the Development Agreement.

GG. "Fiscal Year" means a period of 12 consecutive months commencing on the first day of July and ending on the last day of June, or any other consecutive 12-month period which may be established hereafter as the Fiscal Year of Lessee for budgeting and appropriation purposes.

HH. "Force Majeure" has the meaning ascribed to such term in Section 13.1(b) hereof.

II. "GMP Contract" means the guaranteed maximum price contract dated November 5, 2009, consisting of the following modified AIA Documents: (i) A121CMc - 2003 and AGC Document 565 (Standard Form of Agreement Between Owner and General Contractor where the GMP Contractor is also the Constructor), by and between the Lessor, as Owner, and The Whiting-Turner Contracting Company (the "GMP Contractor"), as the Construction Manager at Risk; and (ii) the supplemental A201 - 1997 (General Terms and Conditions of the Contract for Construction).

JJ. "Guarantor" has the meaning ascribed to such term in the Development Agreement.

KK. "Hazardous Substances" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under any federal, state or local laws and regulations as amended or hereafter enacted regulating hazardous or toxic substances or wastes, petroleum pollutant or waste or similar substances, including, but not limited to, as defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. Sections 9601 et seq., as amended, the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq., Safe Drinking Water Act, 42 U.S.C. Sections 3000(f), et seq., Clean Air Act, 42 U.S.C. Sections 7401, et seq., United States Department of Transportation Hazardous Materials Table, 49 C.F.R. 172.101, Chapters 444, 445A, 445B, 477, 590 or 618 of NRS, pesticides regulated under the Federal Insecticides, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq., asbestos and asbestos containing materials, PCBs and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., source material, special nuclear material, byproduct material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Police Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., all as may be amended.

LL. "Indenture" means the Indenture of Trust dated as of December 1, 2009 between the City and the Trustee, pursuant to which the Certificates will be executed and delivered.

MM. "Insurance Deductible Fund" has the meaning ascribed to such term in the Indenture.

NN. "Interest Rate for Advances" means that interest rate per annum announced by Bank of America or any successor thereto as its "prime rate" or its "base rate" in effect as of any date hereinafter specified.

OO. "Lease" or "Agreement" has the meaning ascribed to such term in the initial paragraph hereof.

PP. "Lease Term" shall mean the term of this Lease as provided in Section 3.2.

QQ. "Lessor" has the meaning ascribed to such term in the initial paragraph hereof.

RR. "Manager" means the City Manager of the City.

SS. "Memorandum of Lease" has the meaning ascribed to such term in Section 17.6.

TT. "Net Proceeds from Condemnation" has the meaning ascribed to such term in Section 11.2.

UU. "Net Proceeds from Insurance" has the meaning ascribed to such term in Section 11.1.

VV. "NRS" means Nevada Revised Statutes.

WW. "Owners" has the meaning ascribed to such term in the Indenture.

XX. "Parking Garage" shall mean the parking garage to be constructed by the City at 500 S. Main Street, Las Vegas, Nevada, and the parcels on which such parking garage will be constructed.

YY. "Permitted Encumbrances" means: a) Easements and dedications over or within portions of the Site which are approved by the Lessor and the Lessee and which are necessary, desirable or required to provide for the development and construction of the Project including, but not limited to, street, water, sewage, drainage, gas, power line and other easements and dedications and similar rights; and b) the claims, liens and encumbrances on the Project and/or the Site attached Exhibit "A" hereto.

ZZ. "Person" means any natural person, firm, corporation, partnership, limited liability company, state, political subdivision of any state, other public body or other organization or association.

AAA. "Premises" has the meaning ascribed to such term in the recitals hereof.

BBB. "Prepayment Option Price" has the meaning ascribed to such term in Section 16.1.

CCC. "Project" has the meaning ascribed to such term in the recitals hereof.

DDD. "Project Contracts" shall mean the Development Agreement and any contracts for services or materials for the construction, acquisition or installation of the Project, including, but not limited to, contracts for construction, engineering and architectural services.

EEE. "Project Documents" shall mean any: (a) plans, drawings and specifications for the Project, including change orders; (b) necessary permits for the Project, including building permits and certificates of occupancy; (c) the Project Contracts; (d) policies of title, casualty, public liability, property and workers' compensation insurance, or certificates thereof with respect to the Project; (e) performance and payment bonds with respect to the Project; and (f) all other documents executed by or furnished to the Lessor in connection with the Project.

FFF. "Rent" shall mean the Base Rent and Additional Rent payable by Lessee in accordance with Article VI hereof with respect to the Project.

GGG. "Reserve Fund" has the meaning ascribed to such term in the Indenture.

HHH. "Reserve Fund Requirement" has the meaning ascribed to such term in the Indenture.

III. "Site" has the meaning ascribed to such term in the recitals hereof.

JJJ. "Site Owner" has the meaning ascribed to such term in the recitals hereof.

KKK. "Special Counsel" means (a) as of the date of the execution and delivery of the 2009 Certificates, Swendseid & Stern, a member of Sherman & Howard L.L.C., and (b) as of any other date, Swendseid & Stern, a member of Sherman & Howard L.L.C., or such other attorneys selected by the City whose opinions regarding the issuance or execution and delivery of municipal obligations are nationally accepted.

LLL. "State" means the State of Nevada.

MMM. "Taxes" means all real and personal property taxes, general and special assessments, environmental levies and other charges of every description levied on or assessed against the Project and any subleasehold estate, to the full extent of installments falling due (or otherwise applicable to periods) on and after the Effective Date and prior to the expiration or termination of the Lease Term, ordinary or extraordinary, foreseen or unforeseen, general or special. "Taxes" shall not include: (i) any municipal, county, state or federal net income taxes or corporation franchise, or net profit taxes, if any, of Lessor or the Site Owner, or (ii) any municipal, county, state or federal estate, succession, inheritance, or transfer taxes of Lessor or

the Site Owner. If, however, during the Lease Term, taxes described in the preceding sentence are imposed, assessed, or levied on the Rent derived hereunder which are specifically in lieu of all or any part of the Taxes that Lessee would have been obligated to pay under this Lease, Lessee shall pay the substitute taxes to the extent Lessee's obligations for the payment of Taxes are reduced or offset by such substitute taxes described in the preceding sentence.

NNN. "Termination Date" has the meaning ascribed to such term in Section 3.2 hereof.

OOO. "Turnover Date" means the date of acceptance of the Project by the City pursuant to the terms of the Development Agreement.

PPP. "Treasuries" means non-callable direct obligations of the United States of America or obligations the full and timely payment of which is guaranteed by the United States of America.

QQQ. "Trustee" means U.S. Bank National Association, and any successor thereto, as Trustee under the Indenture.

RRR. "Trust Estate" has the meaning ascribed to such term in the Indenture.

ARTICLE II

EFFECTIVE DATE

SECTION 2.1 **Effective Date.** This Lease shall be effective as of the date stated above upon its execution (the "Effective Date").

ARTICLE III

LEASE OF PROJECT; TERM OF LEASE

SECTION 3.1 **Lease of Project.** The Lessor hereby leases the Project to the City and the City hereby leases the Project from the Lessor upon the terms and conditions set forth herein.

SECTION 3.2 **Term of Lease.** This Lease shall be in full force and effect from the Effective Date hereof for a term expiring on the earliest of:

(a) December 17, 2039;

(b) the date this Lease is terminated by the Lessee as provided in Section 3.3;

(c) the date this Lease is terminated under Section 11.2;

(d) the date on which this Lease is terminated by Lessor under Section 13.2;

or

(e) the date the Lessee prepays this Lease pursuant to Article 16 hereof.

"Lease Term" shall mean the period between the Effective Date and the date on which this Lease terminates (the "Termination Date") as provided in the foregoing sentence.

SECTION 3.3 **Termination Upon Non-Appropriation.**

(a) Except as provided in subparagraph (c) below, this Lease shall terminate as of the first day of July of any Fiscal Year for which funds have not been appropriated for the Rent required under this Lease in an amount sufficient to pay the Base Rent (taking into account any credits from capitalized interest as provided in Section 6.2(i) hereof and interest earnings then on deposit in the Reserve Fund if and to the extent that the balance on deposit in the Reserve Fund exceeds the Reserve Fund Requirement, subject to the prior use of such interest earnings from the Reserve Fund for the payment of rebate as calculated under and required to be paid by the Indenture) and reasonably anticipated Additional Rent due in that Fiscal Year. The Authorized Officer of the Lessee will advise the Trustee and the Lessor prior to the end of each Fiscal Year as to whether funds have been appropriated for the ensuing Fiscal Year sufficient to prevent this Lease from terminating under the preceding sentence. Upon the occurrence of such a termination, Lessee shall not be obligated to make Rent payments hereunder with respect to the Fiscal Year in which such Termination Date occurs, but shall be obligated to make payments hereunder with respect to any period prior to the start of such Fiscal Year, to the extent sums have been appropriated for that purpose.

(b) If this Lease is terminated as a result of an Event of Non-appropriation discussed in subsection (a) above, Lessee shall vacate the Project on or before the start of the Fiscal Year for which the Event of Non-appropriation relates and relinquish to the Trustee all of Lessee's rights, title and interest in and to the Project. Lessee shall, at the option of the Trustee, promptly execute and deliver all such releases, instruments of conveyance or documents as may be necessary or appropriate to evidence and effectuate the aforesaid relinquishment and/or conveyance to the Trustee. The provisions of this subsection (b) shall survive the termination, as aforesaid, of this Lease.

(c) If, prior to the Turnover Date, any Additional Rent shall become due which was not reasonably expected and was not included in a duly effected appropriation of the City Council in the preceding Fiscal Year, the City shall notify the Trustee of the existence of such Additional Rent obligation within 15 days after the City becomes aware of such obligation. Such notice shall specify the nature and amount of such Additional Rent obligation and whether the City's staff will recommend to the City Council that it appropriate moneys therefor. Within 60 days after transmittal of such notice, the City shall notify the Trustee whether an appropriation for such Additional Rent was made by the City Council and whether such Additional Rent was paid by the City. If amounts to pay such Additional Rent are not specifically budgeted and appropriated or otherwise made available to pay such Additional Rent, an Event of Nonappropriation shall be deemed to have occurred.

If, on or after the Turnover Date, any Additional Rent shall become due which was not reasonably expected and was not included in a duly effected appropriation of the City Council in the preceding Fiscal Year, moneys are not specifically budgeted and appropriated or otherwise made available to pay such Additional Rent and the City continues to make payment of the Base Rent or Additional Rent or any other payments provided for herein for which an appropriation has previously been effected, the City shall be entitled to possession of the Project and no Event of Nonappropriation shall be deemed to have occurred until the end of the then-current Fiscal Year or until the Trustee shall have declared an Event of Nonappropriation. If such amounts are not paid prior to the end of the then-current Fiscal Year, the provisions of subsection (a) shall apply to such Event of Nonappropriation.

(d) In clarification of the foregoing:

(i) Except as otherwise provided in subsection (c) above, all financial obligations of the City hereunder relating to an ensuing Fiscal Year are extinguished by the failure of the City Council to appropriate money for such ensuing Fiscal Year for payments due pursuant to this Agreement, provided upon such extinguishment, the City shall reasonably cooperate with the Lessor and the Trustee for the disbursement of moneys from the Construction Fund;

(ii) This Agreement does not encumber any property of the City or any State agency except for the Project and the Site; and

(iii) Property of the City (except for City's interest in the Project, the Site and the Parking Garage) will not be forfeited if:

(1) The City Council fails to appropriate money for Rent due pursuant to this Agreement; or

(2) The City breaches this Agreement.

For the 2009-2010 Fiscal Year in which this Agreement is executed, the City has appropriated all Rent reasonably expected to be due hereunder (to the extent not funded with proceeds of the Certificates).

SECTION 3.4 **Transfer of Title and Possession.** The parties acknowledge their intent that this Agreement continue for the entire Lease Term. Notwithstanding that the parties intend that this Agreement continue for the entire Lease Term, title to the Project shall reside in the Lessor during the development of the Project and shall be conveyed and transferred to the City on the Turnover Date. The parties declare their intent that the transfer of title to and possession of the Project, the Site, or both to the City does not effect a termination of this Agreement or a merger of either: (a) the City's title to the Project and the leasehold estate created hereunder; or (b) the leasehold estate created hereunder and fee title to the Site. After title to the Project, the Site, or both is transferred to the City, the City's obligations to pay Rent and its other obligations hereunder will continue and will be secured by the Deed of Trust. If an Event of Default or an Event of Non-appropriation occurs, the Trustee shall be entitled to exercise all rights and remedies that it has under said Deed of Trust.

Upon execution and delivery of the Certificates, the Lessor will deposit a fully executed and completed conveyance document in the form attached hereto as Exhibit "D" in escrow, subject to mutually acceptable escrow instructions. Such conveyance document, which

conveys Lessor's title to the Project to the City, shall be delivered to the City upon the occurrence of the Turnover Date. As of the Turnover Date, the Lessor will warrant that it has good and marketable title to the Project free and clear of any liens or encumbrances, except as provided in this Lease and the Indenture.

ARTICLE IV

ACQUISITION, DEVELOPMENT, ASSIGNMENTS AND FINANCING

SECTION 4.1 **Development of Project/Assignment of Contracts.** Development of the Project shall be conducted by or on behalf of the Lessor as specified in the Development Agreement.

(a) The Lessee agrees that title to the Project and all fixtures thereto and to all equipment or other personal property acquired with moneys deposited in the Construction Fund shall be held by the Lessor, until and unless transferred to the City as provided in Section 3.4, subject to this Lease.

(b) The Lessor agrees to develop and complete the Project in accordance with and subject to the Development Agreement through the application of moneys to be disbursed from the Construction Fund pursuant to subsection (d) hereof and Section 3.3(c) of the Indenture by the Trustee upon authorization by a requisition duly executed as provided in the Indenture. If there shall occur an event of default under the Development Agreement and such event is not cured within any applicable grace period (a "Development Agreement Default"), there shall be no resulting liability on the part of the Lessee or Event of Default hereunder, and there shall be no diminution in or postponement of the Base Rent and Additional Rent required to be paid by the Lessee during the Lease Term. However, upon the occurrence of a Development Agreement Default, including without limitation, any failure to complete the Project (as evidenced by the certificate described in subsection (e) of this Section 4.1) by such dates as are set forth in the Development Agreement, the Trustee shall have the following options: (1) if a Development Agreement Default is a result of nonperformance by the Lessee, the Trustee, upon 30 days written notice to the Lessee and the Lessor, is authorized, but not required, to assume the City's rights and obligations under the Development Agreement and disburse any moneys remaining in the Construction Fund for the purposes permitted hereunder and under the Indenture; (2) if a Development Agreement Default is a result of nonperformance by the Lessor, the Trustee, upon 30 days written notice to the Lessee and the Lessor, is authorized, but not required, to enforce the terms of the Development Agreement against the Lessor and enforce the Completion Guaranty against the Guarantor if Lessee fails to do so; and (3) if a Development Agreement Default is a result of nonperformance by both the Lessee and the Lessor, the Trustee, upon 30 days written notice to the Lessee and the Lessor, is authorized, but not required, to (i) assume the Lessee's

rights and obligations under the Development Agreement, (ii) enforce the terms of the Completion Guaranty against the Guarantor or (iii) if the Guarantor shall fail to perform under the Completion Guaranty, complete the Project with any moneys remaining in the Construction Fund.

(c) The Lessee has estimated that the sum initially deposited into the Construction Fund from proceeds of the Certificates and income anticipated to be derived from the investment thereof will be sufficient to pay the Cost of Acquisition. In the event and to the extent that the amounts available therefor in the Construction Fund shall be insufficient to pay the entire Cost of Acquisition, the Lessee will direct Lessor to make such modifications to the plans, drawings and specifications for the Project as will permit such Project to be completed from the amounts available in the Construction Fund, unless either (i) Lessee deposits sufficient additional amounts into the Supplemental Fund to be transferred by the Trustee upon the City's instruction into the Construction Fund to pay all of such Cost of Acquisition or (ii) the Lessee and the Lessor, with the cooperation of the Trustee as provided in Section 2.10 of the Indenture, enter into an amendment to this Lease and a supplemental indenture providing for the sale of additional Certificates to pay all of such Cost of Acquisition. Any amounts required in (i) of the preceding sentence shall be considered Additional Rent due hereunder. Further, if additional moneys are required to complete the Project due to unforeseen circumstances or otherwise, such additional moneys shall be considered Additional Rent due hereunder.

Lessor is not obligated to utilize any of its own funds, or any funds other than the proceeds of Certificates provided in Section 4.3 hereof (including investment earnings thereon), to pay any part of the Cost of Acquisition. Lessee and Lessor agree that any of the issuers of surety bonds for the Project and the Lessor shall be entitled to information with respect to the balances in the Construction Fund available for Cost of Acquisition as and when requested.

(d) So long as no Event of Non-appropriation or Event of Default shall occur, and so long as the Lessee's right to control the Project has not otherwise been terminated pursuant to subsection (f) of this Section, the Trustee shall, at the direction of the Lessee and Lessor, as provided in the Indenture, disburse moneys from the Construction Fund in payment of the Cost of Acquisition. Such disbursements shall be made upon receipt by the Trustee of a requisition signed by the Lessee and the Lessor, in the form provided in the Indenture. The Lessee and the Lessor hereby consent and agree to such disbursements by the Trustee. In the

event of a dispute between the Lessor and the Lessee regarding a disbursement, the Lessor and the Lessee agree that the amounts in dispute shall be held by the Trustee and not disbursed or used as a credit against Base Rent due under this Lease, to pay principal of and interest on the Certificates or to pay any principal of, prepayment premium of, or interest on the Certificates in connection with a prepayment of all or a portion of the Certificates, until such time as the dispute is resolved as provided below.

Should such a dispute arise between the Lessor and the Lessee (for purposes of this subparagraph (d), the "Parties"), the Parties shall endeavor to resolve the dispute by mediation which, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing by the disputing Party with the other Party and with the American Arbitration Association. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clark County, Nevada, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Parties expressly agree that any mediation entered into hereunder may be joined or consolidated with any proceeding involving any other Person or entity (i) necessary to resolve the dispute or (ii) substantially involved in or affected by such dispute.

If the Parties are unable to resolve any such dispute by mediation, the dispute shall be decided by arbitration which, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be conducted in Clark County, Nevada. The demand for arbitration shall be filed in writing by the disputing Party with the other Party and with the American Arbitration Association. The Parties expressly agree that any arbitration entered into pursuant to this Agreement may be joined or consolidated with any litigation or arbitration involving any other Person or entity (i) necessary to resolve the dispute or (ii) substantially involved in or affected by such dispute. The decision rendered by the arbitrator or arbitrators shall be final and binding upon the Parties.

The Lessor shall have the right to submit to the Lessee and the Trustee quarterly estimates of amounts expected to be disbursed from the Construction Fund in the next quarter

and such amounts shall be held by the Trustee and not disbursed or used to pay the principal of and interest with respect to the Certificates or to prepay the Certificates.

If an Event of Non-appropriation or an Event of Default shall occur prior to completion of the Project, the Construction Fund may be utilized by the Trustee to complete the Project, as provided in subsection (b) of this Section, or may be disbursed as provided in Articles III and VII of the Indenture; provided that amounts owed to the Lessor for costs of the Project which are not in dispute or the subject of mediation or arbitration proceedings as provided in this subsection (d) shall be paid by the Trustee to the Lessor prior to use by the Trustee for any other purpose.

(e) Upon the completion of the Project and the acceptance thereof by the City pursuant to the Development Agreement, the Authorized Officer of the City shall deliver to the Lessor and the Trustee a certificate in the form specified in the Indenture stating that, to the best of the Lessee's and Lessor's knowledge, based upon the representations of the contractors, architects, engineers, vendors or other consultants, and except for any amounts estimated by the Lessee and Lessor to be necessary for payment of any Cost of Acquisition not then due and payable with respect to such Project, such Project has been completed and accepted by the Lessee and all Costs of Acquisition which are due to the Lessor have been paid to the Lessor. Notwithstanding the foregoing, such certificate shall not, and shall state that it does not, prejudice any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Trustee shall apply the balance of the amounts in any project account of the Construction Fund (except for any amounts estimated by the Lessee and the Lessor to be necessary for payment of any Cost of Acquisition not then due and payable or in dispute): (i) as a credit against the next principal installments of Base Rent payments coming due, (ii) to defease principal or interest payments of Base Rent coming due in the future designated by the Authorized Officer of the Lessee; or (iii) to any combination of such purposes, all as the Authorized Officer of the Lessee or his designee directs.

(f) Lessor and Lessee hereby agree to the current collateral assignment by Lessee of all of the Project Documents to the Trustee, which assignment shall become effective only upon a termination of the Lease by reason of the occurrence of an Event of Non-appropriation or an Event of Default, or upon the Trustee's assuming control over completion of such Project as set forth in subparagraph (b) above. All parties with access to the Project

Documents, including the City, Lessor and its assigns, acknowledge that they will comply with Chapter 239 of NRS to the extent applicable and any other provisions of law relating to disclosure or viewing the contents of restricted documents (collectively, "Ch. 239"). The Development Agreement and the GMP Contract shall provide that, upon written notice by the Trustee to the other party or parties thereto that any of the events described in the first sentence of this Subsection 4.1(f) has occurred, (i) the rights of the Lessee under such contract shall be fully and freely assumable by the Trustee without the consent of any other Person and the Trustee may choose to assume or not assume such contract; and (ii) if the Trustee does so assume such contract, the other party or parties thereto shall perform the agreements contained therein for the Trustee. Each such contract shall also provide that, upon an Event of Non-appropriation or an Event of Default, and upon written notice from the Trustee, the Trustee may terminate such contract and the other party or parties thereto shall then be entitled to payment only from amounts available therefor in the Construction Fund and only for work done or other consideration furnished prior to or in connection with such termination.

(g) In addition to the insurance required under Section 8.3 hereof, the Lessee shall procure and maintain builder's "all risk" insurance insuring the Project against loss or damage from any commercially reasonable insurable perils, including floods and earthquakes, with commercially reasonable coverages, from a company eligible to provide insurance under Section 8.3(c) hereof. Such insurance shall be in the amount of the full replacement cost of the Project and shall include loss of use and soft costs with reasonable limits approved by the City. All such insurance shall include the Trustee and the Lessor as additional insureds and shall contain a joint loss payable clause or equivalent covering the interest of the Trustee, as its interests may appear; provided, however, that the City and the Trustee shall be the only parties entitled to make a claim under such policy unless the City and the Trustee consent in writing to a claim filed by the Lessor or direct the Lessor in writing to file a claim. Prior to Lessor commencing development of the Project, the Lessee shall provide to the Lessor and Trustee evidence of such insurance in the form of a certificate of insurance. Prior to the expiration of the term of any such insurance, the Lessee shall provide a certificate or certificates of renewal of such insurance to the Lessor and the Trustee.

(h) On request, the Lessee and the Lessor shall furnish to the Trustee copies of any Project Documents as soon after the commencement of the Lease Term as such Project

Documents shall become available to either of such parties, subject however, to the requirements of Ch. 239. Neither the Project Documents nor any change or amendment thereto shall (i) cause the Project to be used for any purpose prohibited hereby or by the Constitution and laws of the State; (ii) result in a material reduction in the value of the Project (except as provided in subsection (c) of this Section); (iii) adversely affect the ability of the Lessee to meet its obligations hereunder; or (iv) cause the Lessee to violate its covenants in Section 12.5 hereof.

(i) In the event of any default by a third party under any of the Project Contracts or otherwise in connection with the Project, or in the event of a breach of warranty with respect to any materials, workmanship or performance or with respect to any part of the Project, which default or breach results in frustration of the purpose for which the Project was intended, the Lessor shall promptly proceed, if deemed appropriate in the reasonable judgment of the Lessee's officials or, if directed to by the Lessee, to direct the institution of any suit, action or proceeding, either separately or in conjunction with others, to pursue diligently its remedies, including any remedy against the surety of any bond securing the performance of any Project Contract. Lessee agrees to cooperate with Lessor in any way reasonably requested by Lessor in any such action or proceeding. The net proceeds of any amount recovered by way of damages, defects, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorneys' fees and costs), and after reimbursement to the Lessor of any amounts theretofore paid by the Lessor and not previously reimbursed to the Lessor for correcting or remedying the default or breach of warranty which gave rise to the proceedings, shall be paid to the Trustee, for deposit into the Construction Fund if received before the Final Completion, or if received thereafter, to be applied, at the option of the Lessee as long as an Event of Non-appropriation or Event of Default has not occurred: (i) to making improvements to the Project, including correcting the condition which resulted in the recovery or (ii) to payment of the next Base Rent payments coming due. If an Event of Non-appropriation or an Event of Default has occurred before the receipt of such net proceeds, the Trustee, acting on behalf of the Lessor or the Lessee, as the case may be, may use such proceeds to improve the Project or to make a disbursement as provided in Articles III and VII of the Indenture.

SECTION 4.2 **Assignments.**

(a) The City covenants that while the Certificates are Outstanding, it will not assign all or a substantial part of the Project or its interest therein to any other Person. So long as it does not violate Section 12.5 hereof, the Lessee may sublease the Project or a portion thereof or permit it or a portion thereof to be operated by anyone other than Lessee, Lessee's employees or Persons authorized by Lessee in connection with Lessee's operation and maintenance for the Project provided that Lessee continues to be responsible for Rent and all expenses of assignment or subletting.

(b) As of the Effective Date, Lessor has assigned, without recourse, certain of its rights, title and interests in and to this Lease, to the Trustee pursuant to the Assignment Agreement, and Lessor shall retain only those rights, title, interests and obligations reserved for it in the Assignment Agreement. Those assigned rights, title and interest of Lessor may be further assigned, and the assignees may grant or assign a security interest in this Lease and the Project, in whole or in part. Any such assignee shall have all of the rights and obligations of Lessor hereunder which are transferred pursuant to the Assignment Agreement. Trustee, as assignee, is a beneficiary of all representations and warranties made by the City and the Lessor in this Agreement.

(c) Lessee acknowledges that Lessor has assigned to Trustee certain of its rights, title and interest under this Lease pursuant to the Assignment Agreement. Such an assignment has been made in order to facilitate the execution and delivery of the Certificates, and Lessor agrees to reasonably cooperate with Lessee in any such Certificate offering at no cost to the Lessor.

(d) Subject to the preceding subsections, this Lease inures to the benefit of and is binding upon the successors or assigns of the parties to this Lease.

SECTION 4.3 **Financing the Cost of Acquisition.** All proceeds received from the sale of the Certificates shall be deposited into the Construction Fund, the Certificate Fund, the Reserve Fund, or the Insurance Deductible Fund as specified in the Indenture, to be held by the Trustee and used for payment of the Cost of Acquisition, and as otherwise provided in the Indenture. Interest earned on proceeds of the Certificates shall be applied in the circumstances described in the Indenture to the Cost of Acquisition, or if it is not needed for that purpose, as provided in the last sentence of Section 4.1(e) hereof.

ARTICLE V

USE OF PROJECT

[RESERVED]

ARTICLE VI

RENT

SECTION 6.1 **Payment of Rent.** The Lessee shall pay Rent computed as follows:

(a) As Base Rent, without any set off or deduction whatsoever, the amounts shown in the "Total Base Rent" column of Exhibit "C," on the date those amounts are due. Such payments shall be made by wire transfer directly to the Trustee, as assignee of Lessor's rights to receive Base Rent payments.

(b) As Additional Rent, the amounts due hereunder in addition to Base Rent.

Any installment of Rent which is not paid by Lessee on or before the due date thereof shall, from and after said due date, bear interest until paid at the highest rate per annum attributable to any of the Base Rent as shown in Exhibit "C" hereto; time being of the absolute essence of this obligation.

SECTION 6.2 **Credits against Base Rent.** There shall be credited against the amount of Base Rent otherwise payable hereunder amounts equal to: (i) that portion of the proceeds of the sale of any Certificates that is to be applied to capitalized interest as provided in Exhibit "C" and in the definition of "Cost of Acquisition"; (ii) any earnings on the proceeds of the Certificates that are applied to payment of Base Rent as provided in the Indenture; (iii) any moneys paid as Base Rent as provided in Section 4.1(e)(i) hereof or Section 11.1 hereof; and (iv) any moneys otherwise deposited with the Trustee, invested in Defeasance Obligations that mature on or before one or more Base Rent Payment Dates and directed by the Authorized Officer of the City to be applied toward designated amounts of Base Rent (not to exceed the amount available as a result of the maturity of such securities) on those designated Base Rent payment dates. Twenty-five (25) days prior to the date on which any payment of Base Rent is due, the Trustee shall notify the Authorized Officer as to the exact amounts which will be applied in reduction of Base Rent due on such date. If further amounts applicable in reduction of Base Rent accrue during such 25 day period, such amounts shall be applied as a reduction of the next succeeding payment of Base Rent or, if such date is the final payment date, then such accrued amounts shall be applied as a reduction of the final payment of Base Rent. The Base Rent is also subject to prepayment in whole or in part by the City if it provides monies or Defeasance Obligations to the Trustee sufficient to prepay or defease designated amounts of

designated maturities of the Certificates in the time and manner provided in the Indenture together with instructions designating the amounts and maturities to be so prepaid or defeased and specifying the prepayment date or dates, if any, and in such an event, the Base Rent due after such a defeasance or prepayment (which shall consist of amounts sufficient to timely pay all principal and interest due with respect to the remaining Outstanding (as defined in the Indenture) Certificates) shall be recalculated by the Trustee and an amended Exhibit "C" shall be provided by the Trustee to attach hereto. In addition, in the event of the execution and delivery of Additional Certificates as provided in Section 2.10 of the Indenture, the Base Rent due shall be recalculated by the City and an amended Exhibit "C" shall be provided by the Trustee to attach hereto.

SECTION 6.3 **Requests for Appropriations for Base Rent and Additional Rent.; Notice to Lessor and Trustee** The Authorized Officer of the City shall request in each annual budget submitted to the City Council during the term hereof sufficient funds to pay all Base Rent and Additional Rent due in the ensuing Fiscal Year, but nothing herein obligates the City Council to make such an appropriation.

If, during the City's budget process, it becomes likely or possible that appropriations for Rent due hereunder in the next succeeding Fiscal Year will not be made by the City Council, the City may give notice of such eventuality to the Trustee, the Lessor and the Municipal Securities Rulemaking Board via its Electronic Municipal Market Access (EMMA) system available on the Internet at http://emma.msrb.org, or other method prescribed by the Municipal Securities Rulemaking Board.

ARTICLE VII

[RESERVED]

ARTICLE VIII

OPERATION AND MAINTENANCE OF THE PROJECT

SECTION 8.1 **Operation, Repairs, and Maintenance.** The City shall, on and after the Turnover Date and throughout the remaining term of this Lease, at the City's sole cost and expense, keep and maintain the Project and all equipment, fixtures, additions and improvements thereof in good order and condition and shall make all ordinary and necessary repairs, renewals, and replacements with respect to the Project.

SECTION 8.2 **Ground Rent, Taxes and Utilities.** The City shall timely pay the ground rentals due for renting the Site under the Sub-Ground Lease, all Taxes, costs, expenses, charges for water, electricity, lights, heat, power, sewage, telephone, and other utility services, rendered or supplied upon or in connection with the Project, which are due during the term of this Lease.

SECTION 8.3 **Insurance.**

(a) On and after the Turnover Date, the City shall provide the following insurance for the Project, each with no more than a commercially reasonable deductible, and shall include the Trustee as an additional insured in its property and liability insurance programs at all times during the Lease Term:

(i) The Project shall be insured under an "all risk" property insurance policy at 100% of replacement cost subject to reasonable deductibles; and

(ii) The City shall also maintain liability insurance for the Project;

(b) On and after the Turnover Date, the City shall, to the extent available on commercially reasonable terms, procure and maintain throughout the term of this Lease commercial general liability insurance in favor of the Lessor in an amount not less than $5,000,000 (Five Million Dollars) per occurrence and in the aggregate, including, but not limited to, bodily injury and property damage coverage, premises and operations coverages. Such insurance may have a deductible of not to exceed $10,000. The amount of such insurance shall increase every fifth anniversary of the Effective Date by 10%. The Lessor shall be listed as an additional insured on such insurance. The City shall provide to the Lessor certificates of insurance and a copy of such additional insured endorsement prior to inception of this Lease and annually thereafter 15 days prior to the City's insurance renewal. Such additional insured endorsement shall expressly provide 30 days notice of cancellation to the Lessor. Failure to

comply with this subparagraph (b) shall entitle the Lessor to exercise any right, remedy or privilege which may be available to it under the applicable laws of the State to enforce this subparagraph (b).

(c) The City shall procure rental interruption insurance in the amount of $27,765,323.00.

(d) Insurance policies shall be procured from companies authorized to do business in the State and which have an A.M. Best rating of A-VII or better. The City shall include Lessor as an additional insured on its liability insurance policy and include Lessor and the Trustee as additional insureds as their interest may appear, on its property insurance policy or protect the interests of Lessor and the Trustee to a similar extent through its self-insurance program.

(e) The Lessor and the City hereby release each other from any and all liability or responsibility to the other as to any Person claiming through or under either by way of subrogation or otherwise for any loss or damage to property caused by any casualty insured by the above-described insurance coverages, even if the loss is caused by the fault or negligence of the other party or by any party for whom the other party is responsible.

(f) The City shall, at least 30 days prior to the expiration of the then current policy term, provide a certificate or certificates of renewal of such insurance described above to the Lessor and the Trustee.

(g) The City shall pay to the Trustee, as Additional Rent due hereunder, the amount required to bring the amounts on deposit in the Insurance Deductible Fund equal to the amount of the City's then-current deductible for the insurance required by subsection (a) hereof prior to or contemporaneously with the end of any policy term.

SECTION 8.4 **Payments by Trustee.** If Lessee fails to pay operation, repair or maintenance expenses or Taxes, annual rental under the Sub-Ground Lease, and other charges as required by Sections 8.1 and 8.2, or to pay insurance premiums or to maintain insurance as required by Section 8.3, the Trustee may (but shall not be obligated to), upon ten days' advance written notice to Lessee, advance and apply moneys to pay any such required charges or items. Any moneys so advanced shall be payable by Lessee as Additional Rent on written demand therefor and shall bear interest from the date of advancement at the Interest Rate for Advances.

ARTICLE IX

[RESERVED]

ARTICLE X

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

SECTION 10.1 **Alterations, Additions, and Improvements.** On and after the Turnover Date, the City shall have the right, at any time and from time to time thereafter during the remainder of the term of this Lease, at the City's sole cost and expense, to make such repairs, replacements, alterations, additions, expansions and improvements, structural or otherwise, to the Project and the furniture, fixtures and equipment thereof, as the City shall deem necessary or desirable in connection with its use of the Project. All such repairs, replacements, alterations, additions and improvements shall be of such character as to not materially reduce or otherwise materially adversely affect the value of the Project or the rental value thereof and all the costs thereof shall be promptly paid or discharged so that the Project shall at all times be free of liens or claims for labor and materials supplied thereto. All repairs, replacements, alterations, additions, fixtures and permanent improvement to the Project shall be and become a part of the Project.

ARTICLE XI

DAMAGE, DESTRUCTION, AND CONDEMNATION

SECTION 11.1 **Damage or Destruction.** In the event of damage or destruction of the Project, or any part thereof, the net proceeds of any insurance available with respect to the Project (the "Net Proceeds from Insurance"), moneys on deposit in the Insurance Deductible Fund and, to the extent necessary, the proceeds of any Additional Certificates, shall be delivered to and held by the Trustee and used and applied to repair, restore, rebuild, or replace the Project or prepay the Certificates, as provided in the Indenture. In case of any damage to or destruction of the Project or any part thereof, Lessee will promptly give or cause to be given written notice thereof to the Trustee, as Lessor's assignee, generally describing the nature and extent of such damage or destruction. Net Proceeds from Insurance of any lost income or lost rental insurance policies (or such components of insurance policies) shall be applied to the payment of Base Rent.

SECTION 11.2 **Condemnation.** In the event of a condemnation of the Project, or any part thereof, the net proceeds of any condemnation award available (the "Net Proceeds from Condemnation") shall be delivered to and held by the Trustee and used to prepay the Certificates, or portions thereof, or as otherwise provided in the Indenture.

The Lessee shall notify the Trustee, as Lessor's assignee, in writing within 60 days of the initiation of any proceeding that could result in the loss of title to any portion of the Project whether the portion of the Project proposed to be taken in such proceeding constitutes "all or substantially all" (as such term is defined in the Indenture) of the Project or only a portion of the Project.

If the portion of the Project to be taken by condemnation constitutes "all or substantially all" of the Project, all obligations of the Lessee hereunder shall terminate and this Lease shall terminate upon the transfer of Net Proceeds from Condemnation described in this Section; provided that the Lessee shall reasonably cooperate with the Trustee to allow the Trustee to exercise its rights in the Trust Estate.

ARTICLE XII

PARTICULAR COVENANTS

SECTION 12.1 **Compliance with Laws and Regulations.** The City shall, at its sole cost and expense, promptly comply with, or cause to be complied with, all laws and ordinances, rules, regulations and other governmental requirements, whether or not the same require structural repairs or alterations, which may be applicable to the City, the Project or the use or manner of use of the Project. The City shall also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Project.

SECTION 12.2 **Covenant Against Waste.** On and after the Turnover Date, the City covenants not to do or suffer or permit to exist any Hazardous Substances, contamination, waste, damage, disfigurement or injury to, or public or private nuisance, in or upon the Project and agrees to pay all costs, changes, penalties or any other expense reasonably incurred or to be incurred to remove, restore or reclaim the Project or Premises thereof.

SECTION 12.3 **Right of Inspection.** The City covenants and agrees to permit the Trustee and its authorized agents and representatives to enter the Project at reasonable times during usual business hours for the purpose of inspecting the same, subject to reasonable security requirements and procedures of the City.

SECTION 12.4 **Condition of Project.** The Lessor makes no representation or warranty regarding the condition of the Project or land underlying or adjacent thereto and the Lessor shall not be liable for any latent or patent defects in the Project, except as provided in the Development Agreement. The Lessor agrees, however, to reasonably cooperate, without cost or expense to the Lessor, in enforcing the Project Documents and any claims or warranties arising thereunder for the benefit of the City or the Trustee.

SECTION 12.5 **Tax Covenants.**

(a) Lessee covenants for the benefit of the Lessor and its assignee and the Owners of any of the 2009A Certificates, that it will not take any action or omit to take any action with respect to this Lease, the proceeds of any such 2009A Certificates, any other funds of Lessee or the Project, if such action or omission (i) would cause the interest component of the Base Rent attributable to the 2009A Certificates to lose its exclusion from gross income for

federal income tax purposes under Section 103 of the Code or (ii) would cause the interest component of the Base Rent attributable to the 2009A Certificates to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full of the Base Rent or the termination of this Lease until the date on which all obligations of Lessee in fulfilling the above covenant under the Code have been met; provided that this covenant does not prohibit Lessee from determining to discontinue making appropriations to pay amounts due hereunder as provided in Section 3.3, and does not apply to any actions or inactions with respect to any periods of time after this Lease is terminated pursuant to Section 3.3.

(b) The Lessee covenants and agrees to execute and deliver a tax certificate concurrently with the execution and delivery of any Certificates in form and substance reasonably satisfactory to permit Special Counsel to opine that the interest component of Base Rent attributable to the 2009A Certificates is excluded from gross income for federal income tax purposes.

(c) The foregoing covenants do not apply to the extent any portion of the Project or the Cost of Acquisition is financed with Certificates that represent an interest in Base Rent which do not bear tax-exempt interest, if any, which are executed and delivered as provided in the Indenture or any supplement thereto, as long as action with respect to that portion of the Project or Cost of Acquisition can be taken without adversely affecting the exclusion from gross income of interest on Base Rent that is used to pay Certificates that are sold as Certificates representing an interest in Base Rent that is excluded from gross income for federal income tax purposes.

(d) The Lessee hereby makes an irrevocable election that Section 54AA of the Code shall apply to the 2009B Certificates and that subsection (g) of Sections 54AA will also apply to the 2009B Certificates so that the Lessee will directly receive the credit provided in Section 6431 of the Code in lieu of any credit otherwise available to the 2009B Certificate holders under Section 54AA(a) of the Code (the credit described in Section 6431 is herein, the "BAB Credit"). None of the Owners of the 2009B Certificates shall be entitled to any credit under Section 54AA(a) of the Code. The Lessee covenants for the benefit of the Owners of the 2009B Certificates that it will not take any action or omit to take any action with respect to the 2009B Certificates, the proceeds thereof, any other funds of the Lessee or any project financed

with the proceeds of the 2009B Certificates if such action or omission would cause the Lessee to not be entitled to the BAB Credit with respect to the 2009B Certificates. The Lessee shall timely file any document required by the Internal Revenue Service to be filed in order to claim the BAB Credit.

SECTION 12.6 **Covenant of Quiet Enjoyment.** Lessor covenants that it has requisite right, power and authority to enter into this Lease and that it will not disturb the City's peaceful, quiet, and undisputed possession of the Project on and after the Turnover Date through the remainder of the Lease Term.

SECTION 12.7 **Covenant Not to Encumber Project.** Neither the Lessor nor the Lessee shall encumber the Project in any manner except for

(a) Permitted Encumbrances; and

(b) Encumbrances for the benefit of the Trustee and the Owners contemplated in the Indenture.

SECTION 12.8 **Lessor's Cooperation on Property Tax Issues.** During the Lease Term, the Lessee reserves the right to contest any property tax or assessment levied against the Site or the Project. The Lessor agrees to cooperate in any such contest, at the Lessee's expense.

SECTION 12.9 **Covenant to Act in Good Faith.** The Lessor and Lessee agree to act in good faith hereunder.

ARTICLE XIII

DEFAULT

SECTION 13.1 **Events of Default.**

(a) The following shall be events of default (each an "Event of Default") under this Lease:

(i) Lessee's failure to pay the Base Rent as the same shall become due for any reason other than an Event of Non-appropriation, or

(ii) Lessee's failure to pay annual rentals payable under the Sub-Ground Lease pursuant to the terms thereof; or

(iii) Lessee's failure to make any other payment pursuant to this Lease when due for any reason other than an Event of Non-appropriation, and the continuing failure to make such payment for a period of sixty (60) Business Days following receipt of notice of failure to make payment; or

(iv) Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease, and the failure is not cured within 60 days after written notice of the failure to Lessee, provided that if Lessee proceeds to take curative action that, if begun and prosecuted with due diligence, cannot be reasonably completed within the 60 day period, that period shall be extended to any extent necessary to enable Lessee to complete the curative action diligently; or

(v) a receiver, liquidator or trustee shall be appointed for Lessee; or Lessee shall be adjudicated a bankrupt or insolvent; or any petition for bankruptcy or arrangement pursuant to the federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, Lessee.

(b) Notwithstanding the foregoing, if, by reason of Force Majeure, Lessee is unable to perform or observe any agreement, term or condition of this Lease, other than any obligation to make the Rent payments required under this Lease, Lessee shall not be deemed in default during the continuance of such inability. However, Lessee shall use its best efforts to remove or diminish the effects thereof, provided that the settlement of strikes or other labor disturbances shall be entirely within the discretion of the Lessee. For the purpose of this subsection, the term "Force Majeure" means, without limitation, the following:

(i) acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or any civil or military authority, other than the City (with respect to Lessee only); insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(ii) any other cause, circumstance or event not reasonably within the control of Lessee.

SECTION 13.2 **Remedies.**

(a) Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies; provided, however, that there shall be no right under any circumstances to accelerate the maturities of the Base Rent payments or to otherwise declare any Base Rent not then past due or in default to be immediately due and payable:

(i) By written notice to Lessee, request Lessee to (and Lessee agrees that it will) promptly return possession of the Project to Lessor in good condition, ordinary wear and tear excepted, and/or at Lessor's option, Lessor may enter upon the Project and take immediate possession thereof, provided, however, Lessee shall be entitled to ten days to vacate the Project premises and conduct its affairs during such time without interference by Lessor;

(ii) Terminate this Lease and/or sell its rights to the Project;

(iii) Sublease the Project for the account of Lessee, holding Lessee liable for all applicable Rent and other payments due during the Lease Term to the effective date of such subleasing and for the difference between the rental and other amounts paid by the sublessee pursuant to such sublease and the amounts payable during the then current Lease Term by Lessee under this Lease; and

(iv) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law, to enforce the terms of this Lease, or to recover damages for the breach of this Lease or to rescind this Lease as to the Project.

In addition, Trustee may exercise all rights it has under the Deed of Trust.

(b) Lessee will remain liable for all covenants and obligations under this Lease, and for all legal fees and other costs and expenses to the extent permitted by law, including court costs awarded by a court of competent jurisdiction upon final adjudication, incurred by the Trustee with respect to the enforcement of any of the remedies under this Lease. If an Event of Default occurs and the Trustee incurs expenses, including attorneys' fees and expenses, in connection with the enforcement of or the collection of amounts due under this Lease, Lessee shall reimburse the Trustee for the expenses so incurred upon demand, together with interest thereon from the date of demand for payment at the Interest Rate for Advances.

(c) No remedy conferred or reserved to Lessor by this Lease is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair or be construed to be a waiver of any such right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Lease, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Lease.

ARTICLE XIV

[RESERVED]

ARTICLE XV

LIMITATION ON OBLIGATIONS

SECTION 15.1 **Obligations of the City Limited to Certain Resources.** Notwithstanding any other provisions of this Lease, no obligation assumed by or imposed upon the Lessor by this Lease shall require the performance of any act by the Lessor except to the extent, if any, that the cost and expense of such performance may be paid or reimbursed from the proceeds of the Certificates or from other funds legally available and provided to the Lessor to meet the cost and expense of such performance. In no event shall Lessor have any liability to the City or Trustee by reason of this Lease or the terms, conditions or covenants contained herein.

No obligation assumed by or imposed upon the City by this Lease shall require the performance of any act by the City, including, but not limited to, the payment of Rent, except to the extent that funds may be available for such performance or payment from City appropriations or other funds legally available therefor. This Lease shall not be construed as obligating the City Council to make future appropriations for the payment of Rent or the performance of any other obligations under this Lease. In the event that appropriated funds are not legally available for payment of Rent or other obligations hereunder, then such event shall be treated as an Event of Non-appropriation and this Lease shall be terminated as provided in Section 3.3. The liability of the City for payment of Rent as it becomes due shall be in consideration of the right of the City, whether or not exercised, to occupy and/or use the Project.

ARTICLE XVI

RIGHT TO PREPAY

SECTION 16.1 **Right to Prepay.** At any time following the Effective Date, if there is not then existing an Event of Default which would not be cured or remedied by the payments provided for in this Section, Lessee, upon five days' prior written notice to the Lessor and Trustee, has the right to prepay all Base Rent due under this Agreement by paying to Trustee the amount necessary to defease this Lease pursuant to Section 16.3 (the "Prepayment Option Price"). No such prepayment shall occur until after the Turnover Date, except in the case of a refinancing or refunding of this Lease by the City. No portion of the Prepayment Option Price may be paid from moneys in the Construction Fund unless all amounts needed to complete the Project, as provided in the Development Agreement, have been disbursed from the Construction Fund. Thereafter, upon payment of that amount, Lessor and Trustee shall convey all their right, title and interest in the Project to Lessee, in accordance with Section 16.2. If Lessee has paid all of the Base Rent hereunder listed on Exhibit C and all Additional Rent then due, and this Lease terminates pursuant to Section 3.2(e) hereof, Lessee shall be free to occupy the Project free of the restrictions and covenants hereof and free from the security interest granted by the Deed of Trust.

SECTION 16.2 **Release and Discharge.** Upon Lessee's exercise of the prepayment option granted in Section 16.1, the Project shall become the sole property of Lessee unencumbered by this Lease and the Deed of Trust and all of Lessor's right, title and interest in the Project (other than its interest in the Site and the Sub-Ground Lease, if any) shall pass to Lessee or at its direction, to its designee. In such case, Lessor and its assignee, if any, or both, as the case may be, agree to execute such instruments and do such things as Lessee reasonably requests, all at the expense of Lessee, in order to effectuate transfer of any and all of Lessor's right and interest in the Project (other than its interest in the Site and the Sub-Ground Lease, if any) to Lessee or its designee and to discharge the Deed of Trust and release any other security interests held in the Project by the Lessor or its assignee.

SECTION 16.3 **Defeasance.**

(a) All Base Rent will be deemed to be paid when:

(i) money or Defeasance Obligations or a combination thereof which mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient moneys to pay when due the principal and

interest on and any other payments (including prepayment premiums) in connection with all then outstanding Certificates to the final maturity date thereof or to a date on which such Certificates have been called for prepayment is irrevocably deposited in trust with a commercial bank with trust powers and irrevocably set aside exclusively to make such payments, and

(ii) all reasonable, necessary and proper fees, compensation and expenses of Trustee pertaining to the Lease and Trustee's duties in connection therewith and with the Certificates are paid or provided for to the satisfaction of Trustee.

(b) When all Base Rent is deemed paid, as provided above, and Trustee has received the written legal opinion of Special Counsel whose opinions are nationally recognized to the effect that the deposit of money or Defeasance Obligations in trust will not cause the interest components of the Base Rent attributable to the 2009A Certificates, thereafter payable from those sources, to be subject to federal income tax under the Code or cause the Lessee to violate the covenant contained in Section 12.5(d) hereof relating to the 2009B Certificates, Lessor (and any Owner) will be entitled to payment of that Base Rent solely from that money or the proceeds of those Defeasance Obligations and the right, title and interest of Lessor and Trustee under this Lease and the Deed of Trust as to the Project shall then cease, terminate and become void, and Lessee, or its designee shall succeed to all right, title and interest in the Project, subject however, to any requirements which shall survive any such termination, and subject to the Sub-Ground Lease, which shall not be terminated by a defeasance. The Lessor and the Trustee shall then execute such instruments and undertake all such acts, all at the expense of Lessee, including, without limitation, recording fees, transfer taxes if applicable, and reasonable attorneys' fees to evidence transfer of all remaining title interest in the Project to Lessee or Lessee's designee.

ARTICLE XVII

MISCELLANEOUS

SECTION 17.1 **Pledge of Rent, Approval of Assignment Agreement.** It is expressly understood and agreed by the parties hereto that the Lessor will pledge and assign the Base Rent and certain of its rights and interest under this Lease to the Trustee under the Assignment Agreement. The form of the Assignment Agreement has been provided to Lessee and Lessee hereby approves the Assignment Agreement and agrees to the provisions therein that apply to the Lessee.

SECTION 17.2 **Notices.** Notice or other communications hereunder shall be given (i) by personal delivery to the address(es) set forth below, (ii) by United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or Person intended set forth below, (iii) by delivery by a courier service keeping records of deliveries and attempted deliveries to the address specified below or (iv) by telecopy or similar facsimile transmission to the number set forth below with a hard copy to be mailed within 24 hours of such transmission:

Notice to the City:	Director of Finance and Business Services City of Las Vegas 400 Stewart Avenue Las Vegas, NV 89101 Fax: (702) 383-0769
With a copy to:	City Attorney City of Las Vegas 400 Stewart Avenue Las Vegas, NV 89101 Fax: (702) 386-1749
Notice to Lessor:	QH Las Vegas, LLC c/o Forest City Commercial Group, Inc. 50 Public Square Terminal Tower, Suite 1100 Cleveland, Ohio 44113 Attn. President Fax: (216) 263-6208

With a copy to:	Forest City Enterprises, Inc. 50 Public Square Terminal Tower, Suite 1360 Cleveland, Ohio 44113 Attn: General Counsel Fax: (216) 263-6206
Notice to the Trustee::	U.S. Bank National Association Corporate Trust Services 101 N. 1st Avenue, Suite 1600 Phoenix, Arizona, 85003

The City or the Lessor may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

SECTION 17.3 **Severability.** In case any one or more of the provisions of this Lease shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Lease, but this Lease shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 17.4 **Headings.** The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Lease.

SECTION 17.5 **Counterparts.** This Lease, or the Memorandum of Lease, or both, may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

SECTION 17.6 **Recordation of Memorandum of Lease.** This Lease shall not be recorded. However, the parties shall execute and acknowledge a short form or memorandum of this Lease (the "Memorandum of Lease") in the form of Exhibit "G" attached hereto. At Lessee's expense relative to the recording costs and any Taxes, the Memorandum of Lease shall be recorded in the real property records of Clark County, Nevada at the request of either party.

SECTION 17.7 **Amendments.** The Lessor and the City shall not, without the written consent of the Trustee as provided in the Indenture, consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with this Lease which will reduce the payments required to be made by the City hereunder or which will in any manner materially impair or adversely affect the rights of the Lessor hereunder, and any action by the Lessor or the City in violation of this covenant shall be null and void.

SECTION 17.8 **Lease to Govern.** In the event of a conflict between the terms of this Lease and the terms of the Development Agreement or any other Project Contract, the terms of this Lease shall govern.

SECTION 17.9 **Governing Law.** This Lease and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Lease and to exclusive venue in the Nevada state district court in Clark County.

SECTION 17.10 **Waiver of Immunity from Suit.** The parties waive any immunity vis-à-vis each other from suit based upon the contract in this Lease they otherwise may have in any lawsuit brought in Nevada district court in Clark County.

IN WITNESS WHEREOF, the parties hereunto have caused this Lease to be executed as of the day and year first hereinabove set forth.

QH LAS VEGAS, LLC

By: _____
[President]

CITY OF LAS VEGAS, NEVADA:

By: _____
Mayor

(Seal)

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by _____ as _____ of the _____.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by _____ as _____ of the _____.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by _____ as _____ of the _____.

(SEAL)

_____
Notary Public

EXHIBIT A

Parcel Description:

Being a portion of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, Clark County, Nevada, being that portion Lots 1 through 16 inclusive and all of Lots 17 through 32 inclusive and all of that certain vacated 20' alley that lies between Lewis Avenue and Clark Avenue within a portion of Block 6 as shown on the plat of Clark's Las Vegas Townsite, on file in Book 1, Page 37 of Plats, of Clark County, Nevada Records and described as follows:

Commencing at the found aluminum cap marking the intersection of Main Street and Clark Avenue on the Nevada Department of Transportation "O" Centerline; thence North 27°54'11" East, along said centerline, a distance of 50.03 feet; thence South 62°05'49" East, a distance of 49.00 feet to the point of beginning, said point also being on the Southeasterly right-of-way line of Main Street: thence North 27°54'11" East, along said Southeasterly right-of-way line, a distance of 380.72 feet (380.00' record) to the beginning of a 10.00 foot radius tangent curve, concave Southeasterly; thence Northeasterly along said curve, having a central angle of 90°01'00", a curve length of 15.71 feet to a point on the Southwesterly right-of-way line of Lewis Avenue; thence South 62°04'49" East, along said Southwesterly right-of-way line, a distance of 275.19 feet (275.00' record) to the beginning of a 10.00 foot radius tangent curve, concave Southeasterly; thence Southeasterly along said curve, having a central angle of 89°59'04", a curve length of 15.71 feet to a point on the Northwesterly right-of-way line of First Street; thence South 27°54'15" West, along said Northwesterly right-of-way line, a distance of 380.52 feet (380.00' Record) to the beginning of a 10.00 foot radius tangent curve, concave Northwesterly; thence Southwesterly along said curve, having a central angle of 89°58'27", a curve length of 15.70 feet to a point on the Northeasterly right-of-way line of Clark Avenue; thence North 62°07'18" West, along said Northeasterly right-of-way line, a distance of 275.19 feet (275.00' Record) to the beginning of a 10.00 foot radius tangent curve, concave Northeasterly; thence Northwesterly along said curve, having a central angle 90°01'29" a curve length of 15.71 feet to the point of beginning.

Said legal description was prepared by Mark D. Herzig, PLS No. 18982, at Poggemeyer Design Group, Inc., 6960 Smoke Ranch Road # 110, Las Vegas, Nevada 89148.

Title Exceptions:

[see attached]

EXHIBIT "B"

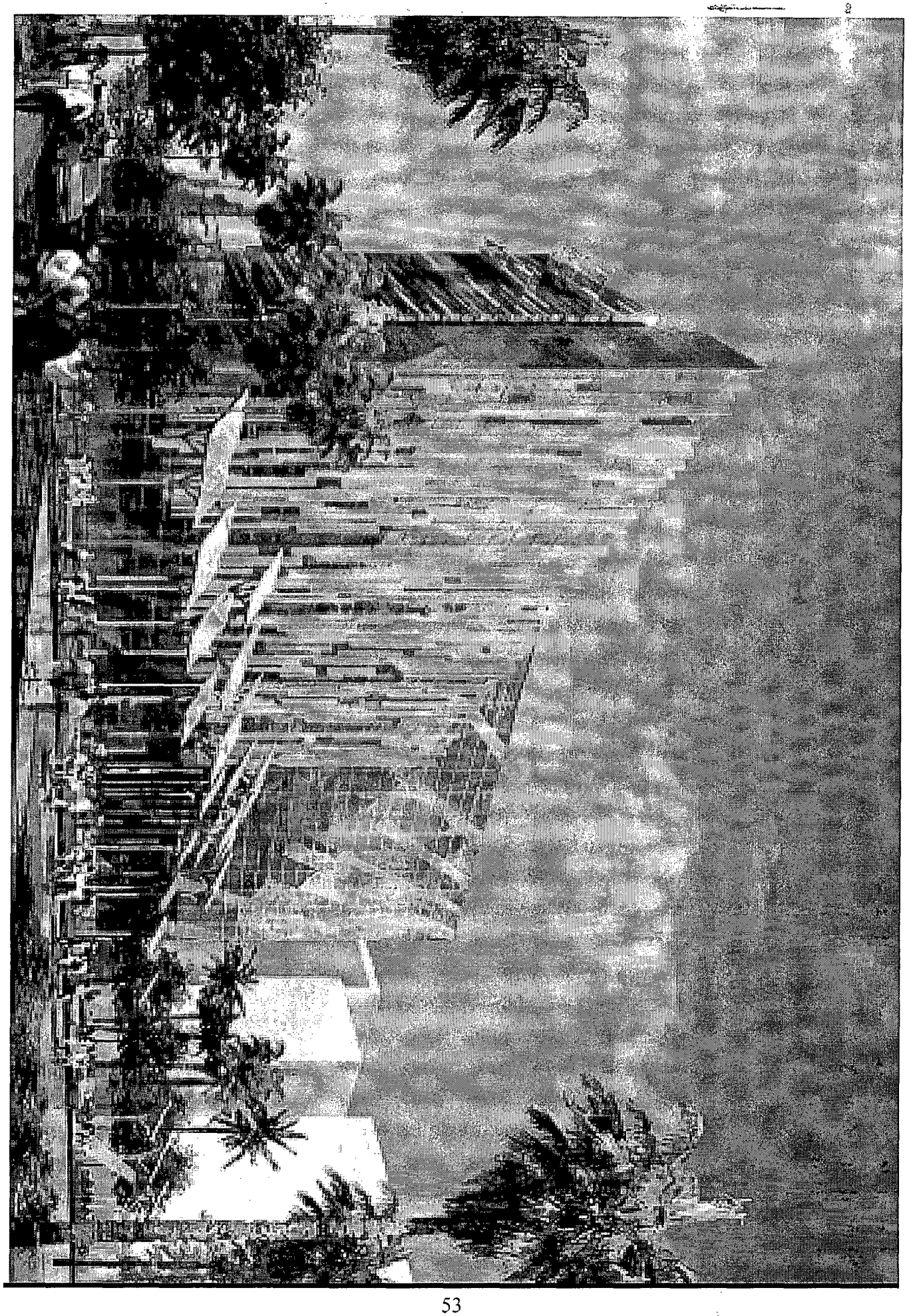

EXHIBIT "C"

Schedule of Base Rent

Due Date	Interest Rate	Taxable Principal Due	Taxable Interest Due	Tax-Exempt Principal Due	Tax-Exempt Interest Due	Estimated BAB Credit	Capitalized Interest Estimated Offset	Reserve Fund Earnings Estimated Offset	Estimated Due
12/17/2009		$0	$2,712,194.86	$0.00	$141,463.33	$0.00	$2,853,658.19	$0.00	$0.00
3/1/2010		0	6,597,230.75	0.00	344,100.00	949,268.20	5,992,062.55	0.00	0.00
9/1/2010		0	6,597,230.75	0.00	344,100.00	2,309,030.76	4,632,299.99	0.00	0.00
3/1/2011		0	6,597,230.75	0.00	344,100.00	2,309,030.76	4,632,299.99	0.00	0.00
9/1/2011		0	6,597,230.75	0.00	344,100.00	2,309,030.76	4,632,299.99	0.00	0.00
3/1/2012		0	6,597,230.75	0.00	344,100.00	2,309,030.76	4,632,299.99	0.00	0.00
9/1/2012		0	6,597,230.75	0.00	344,100.00	2,309,030.76	1,132,339.99	0.00	3,499,960.00
3/1/2013		0	6,597,230.75	0.00	344,100.00	2,309,030.76	0.00	369,134.16	4,263,165.83
9/1/2013		0	6,597,230.75	0.00	344,100.00	2,309,030.76	0.00	0.00	4,632,299.99
3/1/2014	4.000%	0	6,597,230.75	15,000.00	344,100.00	2,309,030.76	0.00	369,134.16	4,278,165.83
9/1/2014		0	6,597,230.75	0.00	343,800.00	2,309,030.76	0.00	0.00	4,631,999.99
3/1/2015	4.000%	0	6,597,230.75	15,000.00	343,800.00	2,309,030.76	0.00	369,134.16	4,277,865.83
9/1/2015		0	6,597,230.75	0.00	343,500.00	2,309,030.76	0.00	0.00	4,631,699.99
3/1/2016	5.000%	0	6,597,230.75	4,295,000.00	343,500.00	2,309,030.76	0.00	369,134.16	8,557,565.83
9/1/2016		0	6,597,230.75	0.00	236,125.00	2,309,030.76	0.00	0.00	4,524,324.99
3/1/2017	5.000%	0	6,597,230.75	4,505,000.00	236,125.00	2,309,030.76	0.00	369,134.16	8,660,190.83
9/1/2017		0	6,597,230.75	0.00	123,500.00	2,309,030.76	0.00	0.00	4,411,699.99
3/1/2018	5.000%	0	6,597,230.75	4,735,000.00	123,500.00	2,309,030.76	0.00	369,134.16	8,777,565.83
9/1/2018		0	6,597,230.75	0.00	5,125.00	2,309,030.76	0.00	0.00	4,293,324.99
3/1/2019	5.000%/6.084%	4,765,000	6,597,230.75	205,000.00	5,125.00	2,309,030.76	0.00	369,134.16	8,894,190.83
9/1/2019		0	6,452,279.45	0.00	0.00	2,309,030.76	0.00	0.00	4,143,248.69
3/1/2020	6.284%	5,220,000	6,452,279.45	0.00	0.00	2,258,297.81	0.00	341,594.16	9,072,387.48
9/1/2020		0	6,288,267.05	0.00	0.00	2,258,297.81	0.00	0.00	4,029,969.24
3/1/2021	6.484%	5,440,000	6,288,267.05	0.00	0.00	2,200,893.47	0.00	341,594.16	9,185,779.42
9/1/2021		0	6,111,902.25	0.00	0.00	2,200,893.47	0.00	0.00	3,911,008.78
3/1/2022	6.684%	5,675,000	6,111,902.25	0.00	0.00	2,139,165.79	0.00	341,594.16	9,306,142.30
9/1/2022		0	5,922,243.75	0.00	0.00	2,139,165.79	0.00	0.00	3,783,077.96
3/1/2023	6.850%	5,925,000	5,922,243.75	0.00	0.00	2,072,785.31	0.00	341,594.16	9,432,864.28
9/1/2023		0	5,719,312.50	0.00	0.00	2,072,785.31	0.00	0.00	3,646,527.19
3/1/2024	7.050%	6,195,000	5,719,312.50	0.00	0.00	2,001,759.38	0.00	341,594.16	9,570,958.96
9/1/2024		0	5,500,938.75	0.00	0.00	2,001,759.38	0.00	0.00	3,499,179.37
3/1/2025	7.750%	6,480,000	5,500,938.75	0.00	0.00	1,925,328.56	0.00	341,594.16	9,714,016.03
9/1/2025		0	5,249,838.75	0.00	0.00	1,925,328.56	0.00	0.00	3,324,510.19
3/1/2026	7.750%	6,820,000	5,249,838.75	0.00	0.00	1,837,443.56	0.00	341,594.16	9,890,801.03
9/1/2026		0	4,985,563.75	0.00	0.00	1,837,443.56	0.00	0.00	3,148,120.19
3/1/2027	7.750%	7,170,000	4,985,563.75	0.00	0.00	1,744,947.31	0.00	341,594.16	10,069,022.28
9/1/2027		0	4,707,726.25	0.00	0.00	1,744,947.31	0.00	0.00	2,962,778.94
3/1/2028	7.750%	7,535,000	4,707,726.25	0.00	0.00	1,647,704.19	0.00	341,594.16	10,253,427.90
9/1/2028		0	4,415,745.00	0.00	0.00	1,647,704.19	0.00	0.00	2,768,040.81
3/1/2029	7.750%	7,920,000	4,415,745.00	0.00	0.00	1,545,510.75	0.00	341,594.16	10,448,640.09
9/1/2029		0	4,108,845.00	0.00	0.00	1,545,510.75	0.00	0.00	2,563,334.25
3/1/2030	7.800%	8,320,000	4,108,845.00	0.00	0.00	1,438,095.75	0.00	341,594.16	10,649,155.09
9/1/2030		0	3,784,365.00	0.00	0.00	1,438,095.75	0.00	0.00	2,346,269.25
3/1/2031	7.800%	8,750,000	3,784,365.00	0.00	0.00	1,324,527.75	0.00	341,594.16	10,868,243.09
9/1/2031		0	3,443,115.00	0.00	0.00	1,324,527.75	0.00	0.00	2,118,587.25
3/1/2032	7.800%	9,200,000	3,443,115.00	0.00	0.00	1,205,090.25	0.00	341,594.16	11,096,430.59
9/1/2032		0	3,084,315.00	0.00	0.00	1,205,090.25	0.00	0.00	1,879,224.75
3/1/2033	7.800%	9,675,000	3,084,315.00	0.00	0.00	1,079,510.25	0.00	341,594.16	11,338,210.59
9/1/2033		0	2,706,990.00	0.00	0.00	1,079,510.25	0.00	0.00	1,627,479.75
3/1/2034	7.800%	10,170,000	2,706,990.00	0.00	0.00	947,446.50	0.00	341,594.16	11,587,949.34
9/1/2034		0	2,310,360.00	0.00	0.00	947,446.50	0.00	0.00	1,362,913.50
3/1/2035	7.800%	10,690,000	2,310,360.00	0.00	0.00	808,626.00	0.00	341,594.16	11,850,139.84
9/1/2035		0	1,893,450.00	0.00	0.00	808,626.00	0.00	0.00	1,084,824.00
3/1/2036	7.800%	11,240,000	1,893,450.00	0.00	0.00	662,707.50	0.00	341,594.16	12,129,148.34
9/1/2036		0	1,455,090.00	0.00	0.00	662,707.50	0.00	0.00	792,382.50
3/1/2037	7.800%	11,820,000	1,455,090.00	0.00	0.00	509,281.50	0.00	341,594.16	12,424,214.34
9/1/2037		0	994,110.00	0.00	0.00	509,281.50	0.00	0.00	484,828.50
3/1/2038	7.800%	12,425,000	994,110.00	0.00	0.00	347,938.50	0.00	341,594.16	12,729,577.34
9/1/2038		0	509,535.00	0.00	0.00	347,938.50	0.00	0.00	161,596.50
3/1/2039	7.800%	13,065,000	509,535.00	0.00	0.00	178,337.25	0.00	341,594.16	13,054,603.59
Total		$174,500,000	$287,347,564.11	$13,770,000.00	$5,342,463.33	$100,393,310.15	$28,507,260.69	$9,415,822.20	$342,643,634.40

Note: The Base Rent due is the amount listed in the "Total Due" column. The City will receive credits for the capitalized interest and reserve fund earnings offsets only to the extent those amounts are actually available to assist the City in making the required Base Rent payments.

The estimates above are provided for convenience only and are not a representation as to the amount of the offset.

EXHIBIT "D"

BILL OF SALE

This Bill of Sale ("Bill of Sale") is made as of _____, 20___ by QH LAS VEGAS, LLC ("QHLV").

RECITALS

A. Reference is hereby made to that certain Lease Purchase Agreement ("Agreement") dated December 17, 2009, by and between QHLV and the CITY OF LAS VEGAS, NEVADA ("City"). Except as otherwise defined in this Bill of Sale, all capitalized terms used in this Bill of Sale shall have the meanings given to such terms in the Agreement

B. The Agreement provides for, among other things, the sale, transfer and delivery by QHLV to City of the assets described on Exhibit A attached hereto and made a part hereof (the "Assets").

C. This Bill of Sale is executed and delivered pursuant to the Agreement.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, QHLV does hereby sell, transfer, assign, convey and deliver to City, and City hereby purchases and accepts, all of QHLV's right, title and interest in and to the Assets.

QHLV represents and warrants to City that (a) QHLV has good and lawful title to the Assets conveyed and transferred by means of this Bill of Sale; (b) QHLV is authorized to sell and convey the Assets to City; and (c) title to the Assets is, as of the date hereof, free and clear of any and all security interests, liens or other encumbrances, except as permitted in the Agreement.

QHLV covenants that it will, upon City's written request therefor, execute and deliver to City such further instruments as City may reasonably request in order to vest and/or confirm such sale, transfer, assignment, conveyance and delivery of the Assets to City.

[signature page follows]

IN WITNESS WHEREOF, QHLV has executed this Bill of Sale as of the date first written above.

QH LAS VEGAS, LLC

By: Forest City Commercial Group, Inc.,
its Managing Member

By: _____
Name: _____
Title: _____

EXHIBIT "E"

(Attach Sub-Ground Lease)

SUB-GROUND LEASE

by and between

QH LAS VEGAS, LLC,
a Delaware limited liability company
as Lessor,

and

CITY OF LAS VEGAS, NEVADA,
As Lessee

December 17, 2009

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EXHIBITS:

Exhibit A: Legal Description of Real Property
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Exhibit C: Form of Memorandum of Sub-Ground Lease

SUB-GROUND LEASE

THIS SUB-GROUND LEASE (this "**Sub-Ground Lease**") is made as of the 17th day of December 2009 (the "**Effective Date**"), by and between QH Las Vegas, LLC, a Delaware limited liability company ("**Lessor**"), and the City of Las Vegas, Nevada ("**Lessee**").

RECITALS:

A. Lessor has a leasehold interest in certain property located in the City of Las Vegas, Clark County, Nevada, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "**Real Property**"), as documented by the Ground Lease dated concurrently with this Sub-Ground Lease and executed by PQ Las Vegas, LLC, as ground lessor, and Lessor as ground lessee (the "**Ground Lease**").

B. Contemporaneously with the execution of this Sub-Ground Lease, and in connection with the development and transfer of the City Hall Facilities (as defined herein), Lessee and Lessor have entered into (i) that certain City Hall Development Agreement as of December 17, 2009 (the "**Development Agreement**"), and (ii) that certain Lease-Purchase Agreement dated as of December 17, 2009 (the "**Lease-Purchase Agreement**"). Contemporaneously with the execution of this Sub-Ground Lease, Lessor and U.S. Bank National Association, as Trustee under the Indenture referred to herein (with any successor or assign, the "**Trustee**") have entered into an Assignment Agreement dated as of December 17, 2009 related to the Lease-Purchase Agreement (the "**Assignment Agreement**" and together with the Development Agreement and the Lease-Purchase Agreement, the "**City Hall Agreements**").

C. Lessor desires to rent, lease, demise and let unto Lessee the Real Property, together with all easements, rights and appurtenances related thereto (collectively, the "**Premises**"), and Lessee desires to take, rent and lease from Lessor the Premises, all of which is subject to and upon the terms, provisions and conditions hereinafter set forth.

D. Definitions of capitalized terms not otherwise defined in the body of this Sub-Ground Lease are set forth in Article 1 hereof.

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE 1

DEFINITIONS

"**Affiliate**" means any person or entity which, directly or indirectly through one (1) or more intermediaries, controls or is controlled by or is under common control with another person or entity. The term "**control**" as used herein (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to (i) vote more than fifty percent (50%) of the outstanding voting power of such person or entity, or (ii) otherwise direct management policies of such person by contract or otherwise.

"**Annual Rental**" shall have the meaning set forth in Section 4.1.

"Beneficiary" means the holder or beneficiary of a Deed of Trust. Such term includes, but is not limited to, the Trustee.

"Business Day" or "**business day**" means any day of the year other than Saturday, Sunday, any day which is a legal holiday for banks in Las Vegas, Nevada, New York, New York or Phoenix, Arizona, or on which the office of the City Treasurer is closed.

"**City**" means the City of Las Vegas, Nevada.

"City Hall Agreements" shall have the meaning set forth in Recital B.

"City Hall Facilities" means the improvements to be developed by the Lessor on the Real Property pursuant to the Development Agreement.

"**Condemnation**" means (a) the exercise of any governmental power to acquire property through eminent domain, whether by legal proceedings or otherwise, by a Condemnor or (b) a voluntary sale or transfer by Lessor to any Condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

"**Condemnor**" means any public or quasi-public authority having the power of Condemnation.

"**Construction Period Sub-Sublease**" shall have the meaning set forth in Section 13.2.2.

"Council" means the City Council of the City of Las Vegas, Nevada.

"Deed of Trust" means the Deed of Trust dated as of December 17, 2009, granted by Lessee, as Trustor, to First American Title Insurance Company as deed of trust trustee, for the benefit of the Trustee, as trustee for the holders of the Certificates of Participation evidencing a right to participate in, among other payments, the payments made by Lessee under the Lease-Purchase Agreement, which Certificates of Participation are to be executed and delivered pursuant to the Indenture; or any other mortgage or deed of trust, including, but not limited to, construction financing or permanent financing or any refinancing in connection therewith. The Deed of Trust conveys a security interest in all of Lessee's right, title and interest under this Sub-Ground Lease, any after-acquired fee simple interest of Lessee in the Premises as may be acquired by Lessee pursuant to the Exchange Agreement, and the fee simple interest in the Parking Garage.

"Default" shall have the meaning set forth in Section 11.1.

"Development Agreement" shall have the meaning set forth in Recital B.

"Effective Date" shall have the meaning set forth in the introductory paragraph of this Sub-Ground Lease.

"Event of Default" shall have the meaning set forth in Section 11.1.

"Event of Non-appropriation" shall mean a decision by the Council not to appropriate funds for Rent required under this Sub-Ground Lease.

"Exchange Agreement" shall mean the Exchange and Parcel P-Q Development Agreement dated as of December 17, 2009 by and among City Parkway IV A, Inc., and PQ Las Vegas, LLC.

"Exempt Transfers" shall have the meaning set forth in Section 13.1.

"**Fiscal Year**" shall mean the fiscal year of Lessee.

"Force Majeure Delays" shall have the meaning set forth in Section 16.12.13.

"Government Authority" means the government of the United States of America and any political subdivision thereof, state and local governments and any agency, authority, regulatory body, court, or other entity exercising or having the functions of government.

"**Ground Lease**" shall have the meaning set forth in Recital A.

"**Ground Lessor**" shall mean PQ Las Vegas, LLC, or any successor-in-interest to PQ Las Vegas, LLC, as ground lessor under the Ground Lease, or any successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent or by operation of law.

"Hazardous Substances" or **"Hazardous Substance"** means and includes the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under any federal, state or local laws and regulations as amended or hereafter enacted regulating hazardous or toxic substances or wastes, petroleum pollutant or waste or similar substances, including, but not limited to, as defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. Sections 9601 et seq., as amended, the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq., Safe Drinking Water Act, 42 U.S.C. Sections 3000(f), et seq., Clean Air Act, 42 U.S.C. Sections 7401, et seq., United States Department of Transportation Hazardous Materials Table, 49 C.F.R. 172.101, Chapters 444, 445A, 445B, 477, 590 or 618 of NRS, pesticides regulated under the Federal Insecticides, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq., asbestos and asbestos containing materials, PCBs and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., source material, special nuclear material, byproduct material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Police Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., all as may be amended.

"**Indenture**" means the Indenture of Trust dated as of December 1, 2009 between the City and the Trustee, pursuant to which the Trustee will execute and deliver "Tax-Exempt Certificates of Participation (City Hall Project), Series 2009A," (b) "Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds)," (c) "Taxable Certificates of Participation (City Hall Project), Series 2009C," and (d) any certificates of participation executed and delivered after the execution and delivery of the certificates of participation described in clauses (a) through (c) pursuant to Section 2.10 of the Indenture.

"Lease-Purchase Agreement" shall have the meaning set forth in Recital B.

"Lessee" means the Person named as Lessee in this Sub-Ground Lease, whether singular or plural in number, or the Person who at the time in question is the successor-in-interest of Lessee, or the successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent or by operation of law. It does not, however, include any Person claiming under any assignment or other transfer which is not a permitted assignment described or referred to under Article 13. This definition does not alter the provisions of this Sub-Ground Lease relating to assignment or subletting, nor does it release any predecessor Lessee from liability under this Sub-Ground Lease following an assignment, foreclosure or other transfer of its interest under this Sub-Ground Lease.

"Lessor" means the Person named as Lessor in this Sub-Ground Lease, whether singular or plural in number, and whether initially named in this Sub-Ground Lease as Lessor or having become the successor-in-interest of the initially named Lessor, or the successor of a successor, whether by assignment, foreclosure, or other transfer, and whether intentional or inadvertent or by operation of law.

"Memorandum of Sub-Ground Lease" shall have the meaning set forth in Section 17.2.

"**Municipal Use Period**" shall have the meaning set forth in Article 6.

"**Net Proceeds of Insurance**" shall have the meaning set forth in Section 8.2.2.a.

"**Parking Garage**" shall mean the parking garage to be constructed by the City at 500 S. Main Street, Las Vegas, Nevada, and the parcels on which such parking garage will be constructed.

"Permitted Exceptions" shall have the meaning set forth in Section 2.3.

"Person" means a person or persons or entity or entities or any combination of persons and entities including when such person(s) or entity(ies) are acting in the capacity of an executor, trustee or other fiduciary capacity.

"Premises" shall have the meaning set forth in Recital C.

"Prime Rate" shall have the meaning set forth in Section 16.7.

"Real Property" shall have the meaning set forth in Recital A.

"Rent" means Annual Rental and all other sums payable by Lessee hereunder.

"**Selecting party**" shall have the meaning set forth in Section 16.1.

"Sub-Ground Lease" shall have the meaning set forth in the introductory paragraph of this Sub-Ground Lease.

"Taxes" shall have the meaning set forth in Section 5.1.

"Term" has the meaning ascribed to such term in Article 3.

"**Trustee**" has the meaning ascribed to such term in Recital B.

"Turnover Date" means the date the Lessee accepts title to the City Hall Facilities pursuant to the terms of the Development Agreement.

ARTICLE 2

LEASE OF PREMISES

2.1 Lease of Premises; Lessor's Covenant. Lessor hereby sub-leases to Lessee and Lessee hereby sub-leases from Lessor the Premises for the consideration and subject to the terms and conditions hereinafter set forth. Lessor warrants and covenants that Lessor has authority to grant the estate demised herein and to perform all of Lessor's obligations under this Sub-Ground Lease.

2.2 Lessee's Investigation. Lessee accepts the Premises "as is" without representation or warranty of Lessor except as expressly set forth in this Sub-Ground Lease. Lessee acknowledges that it has: the advice of such independent professional consultants and experts as it deems necessary in connection with its investigation and study of the Premises; to the extent it has deemed necessary, independently investigated the condition of the Premises, including, without limitation, the laws and regulations relating to environmental, zoning and other land use entitlement requirements and procedures, height restrictions, floor area coverage limitations and similar matters; and not relied upon any statement, representation or warranty of Lessor and/or of its Affiliates of any kind or nature in connection with its decision to execute and deliver this Sub-Ground Lease and its agreement to perform the obligations of Lessee hereunder, except as expressly set forth in this Sub-Ground Lease. Except as expressly set forth in this Sub-Ground Lease, Lessee acknowledges that Lessor makes no representation as to entitlement, soil or Hazardous Substances conditions.

2.3 Covenant of Quiet Enjoyment. Lessor hereby covenants that Lessee shall at all times during the Term quietly have, hold and enjoy the Premises without any disturbance from Lessor or any Person claiming through Lessor or any of its Affiliates which would interfere with Lessee's use of the Premises, subject to a) easements and dedications over or within portions of the Premises which are approved by the Lessor and the Lessee and which are necessary, desirable or required to provide for the development and construction of the Project including,

but not limited to, street, water, sewage, drainage, gas, power line and other easements and dedications, b) claims, liens and encumbrances encumbering or affecting the Premises and identified on Exhibit B attached hereto (collectively, the matters described in the foregoing clauses (a) and (b) are referred to herein as the "**Permitted Exceptions**"), and c) other matters expressly permitted in this Sub-Ground Lease.

ARTICLE 3

TERM

The term of this Sub-Ground Lease (the "**Term**") shall commence on the Effective Date and continue until the earlier of (a) the date the Premises are conveyed to Lessee (or an Affiliate of Lessee) pursuant to the Exchange Agreement or otherwise, or (b) 75 years following the Effective Date.

ARTICLE 4

RENTAL

4.1 Annual Rental. Tenant shall pay annual rental under this Sub-Ground Lease in the amount of One and 00/100 Dollars ($1.00) per year for the Term (the "**Annual Rental**"), commencing on the Effective Date. Lessor acknowledges receipt from Lessee of a prepayment of $75.00, representing all Annual Rental due and payable under this Sub-Ground Lease.

4.2 Non-appropriation Clause. Notwithstanding anything contained in this Sub-Ground Lease to the contrary, all monetary obligations of the City in this Sub-Ground Lease and all other obligations of the City that require any outlay of money by the City are subject to the Council making an appropriation to pay the same, and nothing in this Sub-Ground Lease obligates the Council to make any such appropriation.

4.3 Place for Payment to Lessor. Any payment due hereunder to Lessor shall be payable without deduction in lawful money of the United States of America, at c/o Forest City Commercial Management, Inc., Commercial Division, Post Office Box 72069, Cleveland, Ohio 44192-0069, by check, wire transfer or other method acceptable to Lessor.

4.4 Net Lease. This Sub-Ground Lease shall be deemed and construed to be a "net lease," and under no circumstances or conditions, whether now or hereafter existing, or whether within or beyond the present contemplation of the parties, shall Lessor be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth; and Lessee agrees that, except as herein otherwise expressly provided, Lessee shall pay all costs, charges, and expenses of every kind and nature whatsoever against or in connection with the Premises which may arise or become due during the Term, and which, except for the execution and delivery hereof, would or could have been payable by Lessor.

ARTICLE 5

TAXES AND UTILITIES

5.1 Lessee's Obligations to Pay Taxes. All real and personal property taxes, general and special assessments, environmental levies and other charges of every description levied on or assessed against the Premises and the City Hall Facilities and any subleasehold estate, to the full extent of installments falling due (or otherwise applicable to periods) on and after the Effective Date (but subject to Section 5.2 and the Construction Period Sub-Sublease) and prior to the expiration or termination of the Term, ordinary or extraordinary, foreseen or unforeseen, general or special (collectively, but subject to Section 5.4, "**Taxes**"), shall be paid or caused to be paid by Lessee directly to the taxing or charging authority prior to delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment, and until Lessee is directly billed for such Taxes, Lessor shall provide Lessee with copies of any invoices received by Lessor for Taxes due promptly after Lessor's receipt of such statements, as required to allow Lessee to remit payment prior to delinquency. If, however, the law expressly permits the payment of any or all of the foregoing in installments prior to delinquency (whether or not interest accrues on the unpaid balance), Lessee may, at Lessee's election, utilize the permitted installment method of payment, but shall pay each installment with any interest before delinquency.

5.2 Prorations. All payments of Taxes shall be prorated as between Lessor and Lessee for the year in which Lessee's obligation to pay Taxes commences (i.e., proration as of the Effective Date), and for the year in which this Sub-Ground Lease terminates or expires. Lessee shall pay, at or prior to the expiration or earlier termination of this Sub-Ground Lease, all installments of Taxes relating to any period prior to such expiration or termination.

5.3 Lessee's Right to Contest. Lessee, at Lessee's expense, may contest the legal validity or amount of any Taxes, and may institute such proceedings as shall be appropriate under the circumstances. If Lessee contests any such Taxes, Lessee may, to the extent permitted by law and the remaining provisions of this Section 5.3, withhold or defer payment or pay under protest. Lessee may contest Taxes only in good faith and by appropriate proceedings which shall operate to prevent (i) the collection of or other realization upon the Taxes contested, and (ii) the sale, forfeiture or loss of the Premises, and provided that such contest shall not subject Lessor to the risk of any criminal or civil liability. Lessee shall notify Lessor prior to commencement of any contest and shall keep Lessor apprised of the status thereof. Unless Lessee elects to cease the contest and pay the Taxes, Lessee will diligently prosecute such contest to completion.

Lessor appoints Lessee as Lessor's attorney-in-fact, coupled with an interest and irrevocable during the Term, for the purpose of making all payments to any taxing authorities and for the purpose of contesting any Taxes to the extent Lessee is required to make such payments or permitted to conduct such contest hereunder, conditional upon Lessee's preventing any liens with respect to such Taxes (other than a statutory lien for non-delinquent Taxes) from being levied on the Premises or other property of Lessor. Lessor agrees to reasonably cooperate with Lessee and to cause Ground Lessor to reasonably cooperate with Lessee in any such protest or contest at no cost or liability to Lessor or Ground Lessor; provided, however, that Lessor's and Ground Lessor's cooperation is conditional upon Lessee's reimbursing Lessor's and Ground

Lessor's costs within five (5) days after the date of Lessor's notice to Lessee of the required reimbursement(s).

5.4 Substitute Taxes. Notwithstanding anything to the contrary contained in this Sub-Ground Lease, Lessee shall not be required to pay, and the definition of "Taxes" shall not include, (i) any municipal, county, state or federal net income taxes or corporation franchise, or net profit taxes, if any, of Lessor or Ground Lessor, or (ii) any municipal, county, state or federal estate, succession, inheritance, or transfer taxes of Lessor or Ground Lessor. If, however, during the Term, taxes described in the preceding sentence are imposed, assessed, or levied on the Rent derived hereunder which are specifically in lieu of all or any part of the Taxes that Lessee would have been obligated to pay under this Sub-Ground Lease, Lessee shall pay the substitute taxes to the extent Lessee's obligations for the payment of Taxes are reduced or offset by such substitute taxes described in the preceding sentence.

5.5 Tax Receipts. Promptly upon request each party hereto shall furnish to the other party, as the case may be, with copies of receipts evidencing payment of any Taxes or other similar charges such party is required to pay hereunder. Further, to the extent Ground Lessor is required to pay any Taxes with respect to the Premises under the Ground Lease, Lessor shall (i) enforce Ground Lessor's obligation for such payment as required to prevent any forfeiture or loss of the Premises, (ii) require Ground Lessor to provide Lessor with a copy of each receipt issued by the taxing authority with respect to such payments required from Ground Lessor and (iii) promptly forward a copy of the receipt provided by Ground Lessor to Lessee.

5.6 Utilities On and after the Effective Date and during the balance of the Term, Lessee shall pay, or cause to be paid, all charges for water, gas, heat, electricity, power, garbage services, air-conditioning, telephone service, cable, satellite, fiber optics, telecommunications, sewer service charges and sewer rentals charged or attributed to the Premises and the City Hall Facilities, and all other services or utilities used in, upon or about the Premises and the City Hall Facilities by Lessee or any of its sub-tenants, licensees or concessionaires. Lessee shall have the right to install meters on the Premises.

ARTICLE 6

USE

6.1 Permitted Use. Subject to the conditions, restrictions and prohibitions set forth in this Sub-Ground Lease, including, without limitation, the Permitted Exceptions, the Premises and the City Hall Facilities may be used for any lawful purpose during the Term; provided, however, Lessee covenants, promises and agrees that, commencing on the Turnover Date and during the period which continues for 30 years thereafter (the "**Municipal Use Period**"), it shall not permit the Premises to be used other than, and shall expressly be permitted to use the Premises as, a municipal city hall and associated uses, including, without limitation, offices, municipal courts, food service and ancillary retail uses. Subject to the terms of the City Hall Agreements and this Sub-Ground Lease, Lessee covenants not to abandon the Premises or any portion thereof. Notwithstanding anything to the contrary contained herein, in the event at any time during the Municipal Use Period (i) Lessee loses its right to occupy the City Hall Facilities by reason of a default under any agreement or any failure to appropriate money under any

agreement or otherwise, or (ii) ownership of the City Hall Facilities has been transferred at any time to a party that is not an Affiliate of the City as a result of a foreclosure or any conveyance in lieu of foreclosure on the City Hall Facilities by a lender secured by the City Hall Facilities, then, during the remainder of the Municipal Use Period, the City Hall Facilities shall not be used for any other purpose other than general office for private and/or public tenants, and related and ancillary uses as may be determined from time to time, including, without limitation, leases to third parties for retail use.

6.2 Gaming Entitlements. The parties acknowledge that the Premises are currently entitled with grandfathered non-restricted gaming rights and that Lessor may take such action up to and including the Turnover Date as is reasonably necessary in order to preserve and maintain such gaming rights.

ARTICLE 7

DEVELOPMENT OBLIGATIONS

7.1 General Development Requirements.

7.1.1. Lessor Work. Subject to, and in accordance with, the Development Agreement, Lessor shall develop and erect the City Hall Facilities on the Real Property.

7.1.2. Easements and Dedications. In order to provide for the orderly operation, maintenance and further development of the City Hall Facilities and Premises on and after the Effective Date, it may be necessary, desirable or required that street, water, sewage drainage, gas, power line and other easements and dedications and similar rights be granted or dedicated in favor of a third-party or third-parties over or within portions of the Premises. Lessor and Lessee shall, upon request of the other, join together in executing and delivering such documents from time to time and throughout the Term as may be appropriate, necessary or required by the several governmental agencies, public utilities and companies for the purpose of granting such easements and dedications in favor of such third-party or third-parties in, on, under or over the Premises. Further, Lessor will cause Ground Lessor to join in executing and delivering such documents from time to time and throughout the Term, as required to confirm the right, title and interest of Lessee in such easements and dedications created in favor of such third-party or third-parties.

7.1.3. Zoning and Other Governmental Approvals. In the event that Lessee reasonably deems it necessary or appropriate on and after the Turnover Date to obtain use, zoning or other permits for the Premises or any part thereof, or the use thereof, Lessor shall, at Lessee's expense and from time to time upon request of Lessee, execute, and cause Ground Lessor to execute such documents, petitions, applications and authorizations as may be appropriate or required for the purposes of obtaining conditional use permits, zoning and rezoning approval, or other necessary or appropriate governmental approvals so as to permit Lessee (or its sublessee) to fully utilize the Premises for the purposes permitted herein.

7.1.4. Restrictions. On and after the Turnover Date, the Lessor shall, at the request of the Lessee and at Lessee's expense and from time to time, (i) execute and deliver or

join in the execution and delivery of such documents as are appropriate, necessary, or required to impose upon the Premises (or portions thereof) various covenants, conditions and restrictions the purpose of which is the orderly development of the Premises in accordance with this Sub-Ground Lease, and (ii) cause Ground Lessor to execute and deliver or join in the execution and delivery of such documents.

7.2 Land Use Matters. Provided no Event of Default then exists, Lessee, at its sole expense and without cost or expense to Lessor, may on and after the Turnover Date enter into any agreement governing the use, operation or development of the Premises and may apply for and obtain use permits or variances with respect to the Premises consistent with the uses permitted hereunder. Lessor shall, upon notice of request by Lessee and at no out-of-pocket cost or liability to Lessor, join with Lessee, or as appropriate cause Ground Lessor to join with the Lessee, as reasonably necessary in any such agreement, or any application for land use entitlements, including subdivision maps, variances, use permits, including conditional use permits, or grant of easements necessary in connection with the development or operation of the Premises consistent with the uses permitted hereunder. Lessee acknowledges that this Sub-Ground Lease is subject to the terms and conditions of the Permitted Exceptions, and that (a) all rights permitted to be exercised by Lessee under this Sub-Ground Lease shall be exercised in accordance with, and not in violation of, each of the Permitted Exceptions; and in turn, all rights permitted to be exercised by Lessor under this Sub-Ground Lease and under the Ground Lease shall be exercised in accordance with, and not in violation of, the Ground Lease and the other Permitted Exceptions; (b) to the extent that the consent of any party pursuant to any of the Permitted Exceptions is required with respect to any matter under this Sub-Ground Lease, then the receipt of such consent which Lessor may have obtained with respect to such matter shall operate as consent for the benefit of Lessee (and Lessor shall use reasonable efforts to cooperate with Lessee to obtain such consent or approval, as may be required from Ground Lessor or any other party, without any obligation to incur any expense or obligation with respect to such request); (c) at all times during the Term, Lessee and Lessor shall each comply with the terms and conditions of each of the Permitted Exceptions; (d) in the event of any conflict between the terms and conditions of this Sub-Ground Lease and with any of the terms and conditions of the Permitted Exceptions, the terms and conditions of the Permitted Exceptions shall be controlling; and (e) the exercise of any rights by any party under the Permitted Exceptions shall not be deemed a violation of this Sub-Ground Lease. Lessor and Lessee acknowledge and agree that specific references to the Permitted Exceptions in other provisions of this Sub-Ground Lease shall not affect or modify the terms and conditions of the immediately preceding sentence, and the terms and conditions of the immediately preceding sentence shall be controlling notwithstanding any failure to specifically reference the Permitted Exceptions in any other provision of this Sub-Ground Lease.

7.3 Mechanic's Liens. Lessor shall promptly pay for, or cause Ground Lessor to pay for, as appropriate, all materials supplied and work done in respect of the Premises for work contracted for by Lessor or Ground Lessor or their respective agents, employees, or contractors so as to ensure that no lien is recorded against all or any portion of the Real Property. If a lien is so recorded, the Lessor shall discharge it promptly by payment or bonding. If any such lien against all or any portion of the Real Property is recorded and not discharged by Lessor as above required within 15 days following Lessor's receipt of notice thereof, the Lessee shall have the right, upon written notice to the Lessor, to remove such lien by bonding or payment, and the cost

thereof shall be paid immediately by Lessor to Lessee. Lessor and Lessee expressly agree and acknowledge that, to the extent allowed by applicable law, the sublease estate created by this Sub-Ground Lease shall not be subject to any lien for improvements made by Lessor or Ground Lessor in or for any portion of the Real Property, and the Lessee shall not be liable for any lien for any improvements made by Lessor or Ground Lessor, such liability being expressly prohibited by the terms of this Sub-Ground Lease. Lessee acknowledges and agrees that the foregoing obligations of Lessor are subject to, and limited by, the terms and conditions of the Development Agreement.

Lessee shall promptly pay for all materials supplied and work done in respect of the Premises for work contracted for by Lessee or its agents, employees, or contractors so as to ensure that no lien is recorded against all or any portion of the Real Property. If a lien is so recorded, the Lessee shall discharge it promptly by payment or bonding. If any such lien against all or any portion of the Real Property is recorded and not discharged by the Lessee as above required within fifteen (15) days following Lessee's receipt of notice thereof, the Lessor shall have the right, upon written notice to the Lessee, to remove such lien by bonding or payment, and the cost thereof shall be paid immediately by Lessee to Lessor. Lessor and Lessee expressly agree and acknowledge that, to the extent allowed by applicable law, the ownership and leasehold interests held by Ground Lessor and Lessor, respectively, in the Real Property shall not be subject to any lien for improvements made by Lessee in or for any portion of the Real Property, and the Lessor shall not be liable for any lien for any improvements made by Lessee, such liability being expressly prohibited by the terms of this Sub-Ground Lease.

If a means is available pursuant to applicable laws of the State of Nevada, Lessor and Lessee each upon request of the other, will take the necessary actions and record the necessary documents in the public records of Clark County, Nevada, to protect Lessor's and Lessee's interests in the Real Property from materialmen and mechanics' liens, and agree to cooperate with the other in achieving this end.

ARTICLE 8

MAINTENANCE; DAMAGE AND DESTRUCTION; CONDEMNATION

8.1 Maintenance. On the earlier to occur of the Turnover Date or the termination of the Construction Period Sub-Sublease, the Lessee shall keep and maintain, or cause to be kept and maintained, the Premises in good order, first class condition and repair, reasonable wear and tear excepted, and in accordance with all applicable laws, including, without limitation, laws regulating Hazardous Substances. Lessor shall have no obligation to make any alterations, repairs or improvements to the Premises, except as provided in the Development Agreement.

8.2 Damage or Destruction.

8.2.1. When the Certificates Are Outstanding. In the event of damage or destruction of the Premises and/or the City Hall Facilities or any part thereof while any portion of the Certificates are outstanding under the Indenture, the Indenture will govern the rights and obligations of Lessor and Lessee.

8.2.2. When the Certificates Are No Longer Outstanding. In the event of damage or destruction of the Premises and/or the City Hall Facilities or any part thereof after all of the Certificates are no longer outstanding under the Indenture:

(a) Partial Destruction. If less than "all or substantially all" of the Premises and/or the City Hall Facilities is damaged or destroyed, the net proceeds of any insurance available to cover the damage or destruction ("**Net Proceeds from Insurance**") shall be held by the Lessee and applied to the costs of repair or restoration of the Premises and/or the City Hall Facilities as such costs are incurred by Lessee.

(b) Total Destruction. If "all or substantially all" of the Premises and/or the City Hall Facilities is damaged or destroyed, the Lessee, in its reasonable discretion, shall: (i) raze the remains of the City Hall Facilities and remove all debris resulting therefrom; or (ii) apply Net Proceeds from Insurance and any other moneys available for the purpose, to the acquisition, installation and/or replacement of the Premises and/or the City Hall Facilities. In either case, Lessee shall be obligated to put the Premises in a safe condition complying with all applicable laws.

As used in this Section 8.2 and in Section 8.3 hereof, "all or substantially all" of the Premises is such portion of the Premises as is necessary, in the reasonable opinion of the Lessee, to construct and operate the City Hall Facilities, as originally contemplated in the Development Agreement.

8.3 Condemnation.

8.3.1. Notice. Promptly upon its receipt of notice or process of Condemnation, each party shall notify the other of the receipt, contents and date of any notice of Condemnation of all or any portion of the Premises, service of any legal process relating to Condemnation of the Premises, notice in connection with any proceeding or negotiations with respect to such a Condemnation or notice of intent or willingness to make or negotiate a private purchase, sale, or transfer in lieu of Condemnation.

8.3.2. When the Certificates Are Outstanding. In the event of Condemnation of the Premises and/or the City Hall Facilities or any part thereof while the any portion of the Certificates are outstanding under the Indenture, the Indenture will govern the rights and obligations of Lessor and Lessee.

8.3.3. When the Certificates Are No Longer Outstanding. In the event of Condemnation of the Premises and/or the City Hall Facilities or any part thereof after all of the Certificates are no longer outstanding under the Indenture:

(a) Partial Condemnation. If less than "all or substantially all" of the Premises has been lost in the Condemnation, the net proceeds of any Condemnation award available shall be applied to the costs of such repair or restoration of the remaining Premises and/or the City Hall Facilities as such costs are incurred by Lessee.

(b) Total Condemnation. If "all or substantially all" of the Premises has been lost in the Condemnation, then this Sub-Ground Lease shall terminate upon (i) the

taking of physical possession by the Condemnor and (ii) the payment of the Net Proceeds from Condemnation to Lessee.

8.3.4. Further Assurances. Lessor and Lessee each agree to execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Sub-Ground Lease relating to Condemnation, and Lessor shall cause Ground Lessor to execute and deliver or join in executing and delivering such instruments.

8.3.5. Controlling Effect. The provisions of this Sub-Ground Lease constitute an express agreement between Lessor and Lessee with respect to any Condemnation of all or any portion of the Premises and/or City Hall Facilities, and any law, with respect to termination rights arising from a Condemnation shall have no application to this Sub-Ground Lease.

8.4 Insurance.

8.4.1. Lessee's Liability Insurance. If the Lease-Purchase Agreement is no longer in effect, Lessee shall, to the extent available on commercially reasonable terms, procure and maintain throughout the Term, commercial general liability insurance in favor of Lessor in an amount not less than $5,000,000 per occurrence and in the aggregate, including, but not limited to, bodily injury and property damage coverage, premises and operations coverages. Such insurance may have a deductible not to exceed $10,000. The amount of such insurance shall increase every fifth anniversary of the Effective Date by 10%. Lessor shall be listed as an additional insured on such insurance. Lessee shall provide to Lessor certificates of insurance and a copy of such additional insured endorsement annually, 15 days prior to Lessee's insurance renewal. Such additional insured endorsement shall expressly provide 30 days' notice of cancellation to Lessor.

Insurance policies shall be procured from companies authorized to do business in the State of Nevada and which have an A.M. Best rating of A- VII or better. Lessee shall include Lessor and the Trustee as additional insureds, as their interest may appear, on its property insurance policy.

8.4.2. Lessee's Property Insurance. During the Term of this Sub-Ground Lease, Lessee shall maintain such casualty, builder's risk and property insurance as a reasonably prudent commercial developer and owner/operator of property similar to the project would carry in Las Vegas, Nevada. Upon request of the Lessor, Lessee agrees to promptly provide evidence of such insurance to Lessor. In the event of any casualty during the Term, at Lessee's sole option and discretion, Lessee shall either rebuild or restore the City Hall Facilities or raze all damaged surface improvements on the Premises at Lessee's sole cost and expense. Any and all insurance proceeds resulting from the casualty shall be the sole property of the Lessee and shall be applied to the restoration or razing of the project, subject to the rights of the Trustee under the Indenture. Notwithstanding anything in this Section to the contrary, the obligations of the City as Lessee under this Section 8.4.2 shall be binding on the City only as long as no Event of Non-appropriation has occurred.

8.4.3. Insurance Certifications. While the Lease-Purchase Agreement remains in effect, Lessee shall, prior to the expiration of the then-current policy term, certify to the Trustee

and Lessor that it has in effect the insurance coverage described above for the period described in such certificate. If the coverage applies for a period shorter than 12 months, a new certificate indicating that Lessee has the insurance coverage described above shall be provided in the last month covered by the prior certificate.

ARTICLE 9

TERMINATION; INITIAL APPROPRIATION

9.1 Termination Upon City's Acquisition of the Premises. This Sub-Ground Lease shall automatically terminate in the event, and as of the date, the City, as Lessee (or an affiliate of the City) acquires title to the Premises via the Exchange Agreement.

9.2 No Termination. In no event shall this Sub-Ground Lease be subject to termination except as provided in Section 9.1 or as expressly provided in any other section of this Sub-Ground Lease.

9.3 First Year Appropriation. For the Fiscal Year in which this Sub-Ground Lease is executed, this Sub-Ground Lease does not require payments that are greater than the amount appropriated for such payments pursuant to the applicable budget of the Lessee for such Fiscal Year.

ARTICLE 10

[RESERVED]

ARTICLE 11

DEFAULT

11.1 Lessee's Default. The occurrence of any of the following shall constitute an "**Event of Default**" or "**Default**" by Lessee:

11.1.1. Failure to Pay. Failure to pay Rent as required of Lessee hereunder when due, and such failure continues for 30 days after notice from Lessor to Lessee; provided, however, that Lessee may cure such default at any time prior to Lessor's exercising any remedies set forth in this Article 11 by paying all Rents and other expenses or charges then due together with any interest due under Section 16.7. In no event shall an Event of Non-appropriation be deemed an Event of Default hereunder. Any Event of Non-appropriation shall be governed by Section 4.2 hereof.

11.1.2. Failure to Perform. Failure to perform any other covenant or provision of this Sub-Ground Lease (other than those identified in Sections 11.1.1 and 11.1.3), if the failure to perform is not cured within 30 days after written notice from Lessor to Lessee. If the failure cannot reasonably be cured within 30 days, an Event of Default shall not exist if Lessee

commences to cure the failure within the 30-day period and thereafter continues to make diligent and reasonable efforts to cure such failure as soon as practicable.

11.1.3. Attachment. The subjection of any right or interest in the Premises or the Lessee's leasehold estate to attachment, execution, order, levy, or to seizure under legal process, if not released within 90 days, except that foreclosure by any Beneficiary entitled to receive notice under the provisions of Section 11.2.1 shall not be construed as an Event of Default within the meaning of this Section. Should Lessee not commence a contest of any such attachment, execution, order, levy or seizure within 30 days or should Lessee thereafter fail to diligently and in good faith prosecute such contest, such attachment, execution, order, levy or seizure shall immediately constitute an Event of Default without regard to the 90-day cure period.

11.2 Beneficiary's Right to Cure Lease Defaults.

11.2.1. Notice of Lessee's Failure to Pay or Perform to be Given to Beneficiary. Lessor agrees to give to Trustee as long as Trustee is a Beneficiary, and also to any other Beneficiary who so requests in writing of Lessor and furnishes its current notice address to Lessor, the following: (i) a simultaneous copy of any notice of failure to pay or perform that Lessor gives to Lessee under Section 11.1, and (ii) the right to cure any failure by Lessee to pay or perform hereunder in accordance with the provisions of Section 11.2.2.

11.2.2. Beneficiary's Right to Cure. In the event that Lessee shall fail to pay Rent as and when required hereunder or shall fail to perform any of Lessee's other obligations hereunder, the Beneficiary shall have the right, but not the obligation, to cure said failure in accordance with the following provisions, and Lessor shall not have the right to terminate this Sub-Ground Lease as a result of any Lessee default.

11.2.2.1. Monetary Defaults. In case of Lessee's failure to pay all or any part of any amount of Rent provided for herein, the Beneficiary shall have the right to cure such failure by paying the required amount to Lessor if such cure is effected within thirty (30) days after Lessor notifies the Beneficiary of such failure by a notice separate from the notice referred to in Section 11.2.1, which separate notice may not be given prior to the expiration without cure of Lessee's applicable cure period under Section 11.1.1, i.e., until Lessee is in Default under that Section.

11.2.2.2. Nonmonetary Defaults.

11.2.2.2.1. Nonmonetary Defaults That Are Curable by Lessee. In case of a failure by Lessee to perform any obligation under this Sub-Ground Lease other than the obligation to pay Rent, where Lessee is entitled to notice of such failure and the right to cure it under Section 11.1, the Beneficiary shall have the right to cure such failure if such cure is effected within 30 days of the date of Lessor's notice to the Beneficiary of such failure (by a notice separate from the applicable notice referred to in Section 11.1), which separate notice may not be given prior to the expiration without cure of Lessee's applicable cure period under Section 11.1; provided that if (other than by reason of the Beneficiary's having to obtain possession of the Premises) more than 30 days are reasonably required to cure the Default, then the Beneficiary shall have the right to cure the Default if such cure is commenced within 30 days after Lessor

notifies the Beneficiary of the Default as aforesaid and such cure is thereafter diligently prosecuted to completion; and provided further that if the nature of the failure is such that the Beneficiary cannot cure it without obtaining possession of the Premises, then the Beneficiary's time to cure the failure will not start until it obtains possession of the Premises if within 45 days of the date of Lessor's notice of Lessee's default and failure to cure (or as soon thereafter as the Beneficiary is legally allowed to do so, if the Beneficiary is not legally allowed to do so within said period of time), the Beneficiary commences (by filing any necessary court papers) formal legal proceedings to foreclose its Deed of Trust and, to extent allowed by law, thereafter prosecutes such proceedings diligently to conclusion.

11.2.2.2.2. Nonmonetary Defaults That Are Not Curable by Lessee. In case of an act, omission or event that constitutes a Default under Section 11.1 other than the failure to pay Rent or failure of the nature described in Section 11.2.2.2.1, the Beneficiary shall nevertheless have the right to cure the resulting Default if such cure is effected within thirty (30) days after the date of Lessor's notice to the Beneficiary of the Default and the cure results in Lessor being restored to the same position in all material respects that Lessor would have been in had the Default not occurred; provided that if (other than by reason of the Beneficiary's having to obtain possession of the Premises) more than 30 days are reasonably required to cure the Default, then the Beneficiary shall have the right to cure the Default if such cure is commenced within 30 days after the date of Lessor's notice to the Beneficiary of the Default as aforesaid and such cure is thereafter diligently prosecuted to completion; and provided further that if the nature of the Default is such that the Beneficiary cannot cure it without obtaining possession of the Premises, then the Beneficiary's time to cure the Default will not start until it obtains possession of the Premises if within 45 days after the date of the aforesaid notice from Lessor (or as soon thereafter as the Beneficiary is legally allowed to do so, if the Beneficiary is not legally allowed to do so within said 45 days), the Beneficiary commences (by filing any necessary court papers) formal legal proceedings to obtain foreclose its Deed of Trust and, to extent allowed by law, thereafter prosecutes such proceedings diligently to conclusion.

11.2.2.2.3. Nonmonetary Defaults That Are Not Susceptible to Cure by Beneficiary. Notwithstanding anything contained in Section 11.2.2.2.1 or Section 11.2.2.2.2 above to the contrary, if a Default described in either of said Sections is not reasonably susceptible to cure by the Beneficiary, and if the Beneficiary gives Lessor written notice thereof within 30 days following receipt of Lessor's notice of Default given to the Beneficiary pursuant to Section 11.2.2.2.1, then the Beneficiary shall be deemed to have cured the Default if, within 45 days after receipt of such notice (or as soon thereafter as the Beneficiary is legally allowed to do so, if the Beneficiary is not legally allowed to do so within such 45-day period), the Beneficiary commences (by filing any necessary court papers) formal legal proceedings to foreclose the Deed of Trust and, to the extent allowed by law, thereafter prosecutes such proceedings diligently to conclusion.

11.2.3. Rights of Beneficiary. After a foreclosure by the Beneficiary (which includes, for purposes of clarity under this Section 11.2.3, the Trustee) or a conveyance in lieu of foreclosure, the Beneficiary shall have the following rights:

(a) The Beneficiary shall be entitled to exercise all rights of Lessee under this Sub-Ground Lease.

(b) The Beneficiary shall have the right to enter the Premises in order to effectuate cures of any Defaults by Lessee under this Sub-Ground Lease, subject, however, to the rights of any sublessee of Lessee.

(c) This Sub-Ground Lease may not be surrendered, terminated or materially amended by mutual future agreement of Lessor and Lessee without the prior written consent of the Beneficiary.

(d) Lessor will recognize the purchaser at foreclosure or recipient of the conveyance in lieu of foreclosure as the successor Lessee under this Sub-Ground Lease. The Beneficiary may, following foreclosure or a conveyance in lieu thereof, assign this Sub-Ground Lease without Lessor's consent. All subsequent assignments shall be subject to all of the requirements of Article 13 of this Sub-Ground Lease.

(e) If, notwithstanding the provisions of this Sub-Ground Lease to the contrary, this Sub-Ground Lease is terminated by operation of law, a Beneficiary makes written request therefor within 30 days after termination of this Sub-Ground Lease, Lessor will enter into a new lease with the Beneficiary or its designee, commencing on the date of termination of this Sub-Ground Lease and ending on the scheduled expiration date of this Sub-Ground Lease, at the same rent and upon the same terms and conditions (subject only to adjustment of provisions unique to the original Lessee and impossibility of performance by the new Lessee) as this Sub-Ground Lease, and with the same priority with respect to any subleases or other interests in the Premises as this Sub-Ground Lease, provided that, in the case of any Beneficiary other than the Trustee, such Beneficiary or such designee cures all curable defaults under this Sub-Ground Lease through the date of termination. The new lease shall contain all of the covenants, conditions, limitations and agreements contained in this Sub-Ground Lease; provided, however, that Lessor shall not be deemed to have represented or covenanted that such new lease shall be superior to claims of Lessee, its other creditors or a judicially appointed receiver or trustee for Lessee or in any other way be deemed, directly or indirectly (such as, but not limited to, a covenant of quiet enjoyment), to have made any representation or warranty, express or implied, as to title of the Premises after the date hereof, or as to the condition of the City Hall Facilities. If there is more than one (1) Beneficiary, the Beneficiary with the highest priority shall have the prior right to enter into such new lease.

(f) If the leasehold estate covering the Premises and the Premises fee estate become vested in the same party, there shall be no merger of estates while the Deed of Trust is outstanding.

(g) A Deed of Trust does not constitute an assignment of this Sub-Ground Lease to the Beneficiary, nor an assumption by the Beneficiary of any of Lessee's obligations under the Lease until the Beneficiary acquires the Leasehold estate upon foreclosure or transfer in lieu thereof and expressly assumes the Lease. Lessor hereby consents to any such acquisition notwithstanding any contrary provision of this Sub-Ground Lease.

(h) Upon foreclosure of the Deed of Trust or transfer in lieu thereof, Beneficiary shall succeed to (i) the interest of Lessee in any monies of Lessee then in the

possession of Lessor, subject to Lessor's right to apply such monies in accordance with this Sub-Ground Lease; and (ii) the right to exercise all of Lessee's rights under the Lease.

11.2.4. Curing of Defaults After Foreclosure. Notwithstanding anything in Section 11.2.2 to the contrary, any Beneficiary other than the Trustee, or any other transferee of Lessee's leasehold interest in the Premises upon foreclosure of a Deed of Trust or as a result of a deed in lieu of foreclosure must cure all outstanding Lessee Defaults hereunder and, subject to the last sentence of this section, assume all executory obligations of Lessee under this Sub-Ground Lease within 30 days after the transfer in question occurs; provided, however, that if more than 30 days is reasonably required to cure an outstanding Default hereunder, then the transferee shall not be deemed in Default hereunder if the transferee commences such cure within said 30-day period and thereafter diligently prosecutes the same to completion; and provided further that the transferee shall not be required to cure any outstanding Default that is not reasonably susceptible to cure by the transferee so long as said Default shall also have constituted a default under the Deed of Trust and the Beneficiary shall have proceeded diligently in exercising its remedies under the Deed of Trust and proceeding to foreclosure (or acceptance of a deed in lieu of foreclosure) under the Deed of Trust in connection with such default; and provided further that the assumption of executory obligations referred to above shall be in writing in a form reasonably satisfactory to Lessor's counsel and shall be delivered to Lessor within 30 days from the date Lessor and the transferee reasonably agree on the form of assumption. Upon a permitted transfer of the leasehold estate by the Beneficiary subsequent to the foreclosure or transfer in lieu thereof, Beneficiary shall be relieved from all obligations accruing under this Sub-Ground Lease after the date of such subsequent transfer.

11.3 Remedies.

11.3.1. Cumulative Nature of Remedies. If any Event of Default shall occur and be continuing, Lessor shall have all rights and remedies provided by law or equity or elsewhere in this Sub-Ground Lease, to which Lessor may resort cumulatively or in the alternative; provided, however, in no event shall this Sub-Ground Lease be terminated except as expressly permitted by its terms.

11.3.2. Lessor's Right to Cure Lessee's Default; Right of Entry. At any time after a Lessee Default and after prior reasonable notice to Lessee of Lessor's intent to cure, Lessor may, but is not obligated to, cure such Default at Lessee's cost. Further, Lessor shall have the right to enter on the Premises if such entry is necessary for Lessor to complete its cure measures. Prior to any such entry, Lessor shall deliver a notice to Lessee at least 72 hours prior to the proposed entry onto the Premises except in exigent circumstances, when a delay for notice would risk harm to person or property. Such notice shall specify the proposed purpose of such entry and shall be delivered to Lessee in the manner provided in Section 16.1. Any such entry shall occur during normal business hours of the City Hall Facilities, unless otherwise agreed to by Lessee or except in exigent circumstances. If Lessor at any time, by reason of such Default by Lessee, pays any sum or does any act, the reasonable sum paid by Lessor plus the reasonable cost of performing such act shall be due as Rent immediately on demand by Lessor to Lessee along with evidence of the foregoing expenditures. No such payment or act shall constitute a waiver of Default or of any remedy for Default or render Lessor liable for any loss or damage resulting from any such act.

11.4 Lessor's Default. Lessor shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation 30 days after notice by Lessee to Lessor specifying in reasonable detail the event or act or failure to perform complained of by Lessee and the applicable provisions of this Sub-Ground Lease which Lessor is alleged to have violated; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are required for its performance, then Lessor shall not be deemed to be in default if it shall commence such performance within such 30-day period and thereafter diligently and in good faith prosecute the same to completion. In no event shall Lessee have any right to terminate this Sub-Ground Lease without Trustee's consent during the term of the Lease-Purchase Agreement, but Lessee shall have all other rights and remedies as may be permitted in this Sub-Ground Lease or by applicable law. Notwithstanding anything to the contrary contained herein, the liability of Lessor under this Sub-Ground Lease and any recourse by Lessee against Lessor shall be limited solely and exclusively to the interest of Lessor in the Premises.

11.5 Waiver of Jury Trial. The parties hereto shall and they hereby do waive, to the extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with the Sub-Ground Lease, the relationship of landlord and tenant, Lessee's use or occupancy of the Premises, and/or any claim of injury or damage.

ARTICLE 12

OWNERSHIP OF CITY HALL FACILITIES AT EXPIRATION OR TERMINATION

Subject in all respects to the Lease-Purchase Agreement, the Indenture, and the rights of the Lessee and the Trustee thereunder, and following the conveyance of the City Hall Facilities to Lessee, the City Hall Facilities shall be the property of Lessee (and Lessee shall retain all rights to depreciation deductions and tax credits, if any, arising from ownership), provided that, at the expiration of this Sub-Ground Lease, the Premises and the City Hall Facilities shall, without compensation to Lessee, be surrendered to Lessor in good condition and repair except as provided in Article 8, ordinary wear and tear excepted, and become Lessor's property free and clear of all claims to or against them by Lessee or any third Person. In clarification of the foregoing, in no circumstance shall the Premises and the City Hall Facilities be surrendered to the Lessor prior to 75 years after the Effective Date.

ARTICLE 13

ASSIGNMENT; SUBLETTING

13.1 General Prohibition. Except as otherwise described in Sections 11.2.3 (Rights of Beneficiary), 13.2 (Permitted Transfers), and 13.5 (Encumbrance or Assignment As Security) (collectively referred to herein as "**Exempt Transfers**"), neither Lessee's leasehold interest hereunder nor any part of such interest shall be assignable, transferable or subject to being sublet, mortgaged or otherwise encumbered, whether voluntarily or by operation of law, without

Lessor's prior consent, which consent shall not be unreasonably withheld, delayed or conditioned.

13.2 Permitted Transfers.

13.2.1. To Affiliates. Subject to the provisions of Section 13.4 below, Lessee shall have the right, without obtaining Lessor's consent, to assign Lessee's leasehold interest hereunder or sub-lease Lessee's leasehold interest hereunder to any Affiliate of the Lessee.

13.2.2. Sub-Sublease to Lessor During Construction. The Lessee hereby subleases the Premises to the Lessor for the purposes described in the Development Agreement and Section 5.1 of the Lease-Purchase Agreement for a period commencing on the Effective Date, and ending on the earlier of (a) the Turnover Date, (b) the date the Lessee assumes development of the City Hall Facilities project pursuant to the Development Agreement or (c) the date which is five (5) years after the Effective Date. If the City Hall Facilities project as described in the Development Agreement is not completed within five (5) years after the Effective Date, and if the Lessee has not assumed development of the City Hall Facilities project pursuant to the Development Agreement, the Lessee may extend the term of the sub-sublease documented in this Section 13.2.2 (the "**Construction Period Sub-Sublease**") for the period the Lessee estimates necessary to complete the project. The consideration for the Construction Period Sub-Sublease shall be $1.00 for the duration of its term as set forth above, the receipt of which the Lessee acknowledges. The Construction Period Sub-Sublease shall be subject to all terms, conditions and restrictions in this Sub-Ground Lease and the Lessor agrees to abide by all of the terms, covenants and restrictions of this Sub-Ground Lease that apply to Lessee under this Sub-Ground Lease during the term of the Construction Period Sub-Sub-Lease, except as otherwise provided by the Development Agreement.

13.3 Reserved.

13.4 Procedure for Transfer.

13.4.1. Notice. Before Lessee can make any assignment or other transfer (other than Exempt Transfers), Lessee shall comply with the following:

(i) Lessee shall give Lessor notice of the proposed transfer and the identity of the proposed transferee. Lessee shall also give Lessor any other documentation or information which Lessor shall reasonably request;

(ii) Lessee shall cure any Defaults on Lessee's part of which Lessee has or is given notice then existing under the terms of this Sub-Ground Lease prior to the effective date of any transfer; and

(iii) If the transfer is an assignment, the proposed transferee shall deliver to Lessor, in recordable form, an express assumption of Lessee's obligations hereunder accruing from and after the effective date of the assignment (for use if the proposed transfer is approved by Lessor).

13.5 Encumbrance or Assignment as Security. Except as provided in this Section 13.5, foreclosure of a Deed of Trust may be had without compliance with Sections 13.1 and 13.4. Upon execution of a Deed of Trust otherwise entitled to the benefits of a Deed of Trust (or any amendment, supplement or modification thereto) and in order to be entitled to such benefits, Lessee or the Beneficiary must give Lessor written notice of the name and mailing address of the Beneficiary (which shall be deemed such Beneficiary's address hereunder until changed by notice to Lessor and Lessee as provided in Section 16.1) and the date of recording and recorder's instrument number for the Deed of Trust. Until such notification is delivered to Lessor, any such instrument shall have no force or effect whatsoever on the enforcement by Lessor of any provisions of this Sub-Ground Lease or any rights or remedies hereunder. So long as any Deed of Trust is in existence, unless the holder of such Deed of Trust shall otherwise express its consent in writing, the title to the City Hall Facilities and the leasehold estate of Lessee created by this Sub-Ground Lease shall not merge, but shall remain separate and distinct, notwithstanding the acquisition of both title to the City Hall Facilities and the leasehold estate by Lessor, or by Lessee, or by any Beneficiary or by any other party. During the existence of a Deed of Trust and following delivery thereof, there shall be no cancellation, surrender, acceptance of surrender or modification of this Sub-Ground Lease except as provided in this Sub-Ground Lease or by a written instrument executed by Lessor, Lessee and the Beneficiary. Except as expressly provided herein, nothing contained in any Deed of Trust or herein shall be deemed or construed to relieve Lessee from the full and faithful observance and performance of its covenants herein contained, or from any liability for the nonobservance or nonperformance thereof, or to constitute a waiver of any rights of Lessor hereunder. Except as expressly provided herein or in a separate writing signed by Lessor, nothing contained in any Deed of Trust or herein shall be deemed or construed to require or provide for the subordination to the lien of the Beneficiary of any estate, right, title or interest of Lessor in or to this Sub-Ground Lease or the Premises. With the exception of the rights specifically granted to a Beneficiary pursuant to the provisions of Article 8, Section 11.2 and this Section 13.5, the execution and delivery of a Deed of Trust shall not give nor shall be deemed to give a Beneficiary any greater rights against Lessor than those granted to Lessee hereunder. Any Deed of Trust must provide that Lessor will be notified concurrently in writing of any default thereunder and provided an equal opportunity to cure the same, provided, however, failure to deliver any such notice shall not serve to impair the priority nor enforceability of any such Deed of Trust.

ARTICLE 14

[RESERVED]

ARTICLE 15

HOLDING OVER; LIABILITIES AFTER EXPIRATION OR TERMINATION

15.1 Holding Over. This Sub-Ground Lease shall terminate without further notice at expiration of the Term. Any holding over by Lessee after expiration shall not constitute a renewal or extension or give Lessee any rights in or to the Premises. Should Lessee hold

possession of the Premises after the expiration of the stated Term, such holding over shall create a tenancy at sufferance only, upon the same terms and conditions as herein set forth.

15.2 Existing Liabilities. Expiration or termination of this Sub-Ground Lease shall not relieve any party hereto of any liability accrued as of such date or arising out of or relating to facts occurring on or prior to such date, whether for breach, indemnity or otherwise. Without limiting the generality of the foregoing, Article 12 shall survive such expiration or termination.

ARTICLE 16

MISCELLANEOUS

16.1 Notices; Appointment of Agent. As used in this Sub-Ground Lease, notice includes but is not limited to the communication of notice, request, demand, approval, disapproval, statement, report, acceptance, consent, objection, waiver and appointment.

All notices must be in writing; provided that no writing other than the check or other instrument for the Rent payment itself need accompany the payment of Rent.

Notice shall be given (i) by personal delivery to the address(es) set forth below, (ii) by United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or Person intended set forth below, (iii) by delivery by a courier service keeping records of deliveries and attempted deliveries to the address specified below or (iv) by telecopy or similar facsimile transmission to the number set forth below with a hard copy to be mailed within twenty-four (24) hours of such transmission:

Notice to Lessee:	Director of Finance and Business Services City of Las Vegas 400 Stewart Avenue Las Vegas, NV 89101 Fax: (702) 383-0769
With a copy to:	City Attorney City of Las Vegas 400 Stewart Avenue Las Vegas, NV 89101 Fax: (702) 386-1749

Notice to Lessor:	QH Las Vegas, LLC c/o Forest City Commercial Group, Inc. 50 Public Square Terminal Tower, Suite 1100 Cleveland, Ohio 44113 Attn. President Fax: (216) 263-6208
With a copy to:	Forest City Enterprises, Inc. 50 Public Square Terminal Tower, Suite 1360 Cleveland, Ohio 44113 Attn: General Counsel Fax: (216) 263-6206
Notice to Trustee:	U.S. Bank National Association Corporate Trust Services 101 N. 1st Avenue, Suite 1600 Phoenix, Arizona, 85003

Any notice, demand, request or other communication, including any copy, shall be deemed to have been given, made, received and communicated, as the case may be, on the date personal delivery was effected if personally served, on the day one day after the date of acknowledgment of receipt if by facsimile or telex (provided a hard copy of the same is sent in another manner permitted hereunder within 24 hours of transmission), on the date shown as the delivery date on the overnight courier's cartage copy if by overnight courier, or on the date of delivery as shown on the return receipt if delivered by mail. If actual delivery is not completed due to the absence of the recipient or his/her refusal to accept delivery, delivery shall nevertheless be deemed completed for purposes of this Sub-Ground Lease if delivery was otherwise attempted in accordance with the foregoing requirements.

Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual Person, whether a party or an officer or representative, and/or to a different address and/or number. Notices given before actual receipt of notice of change shall not be invalidated by the change.

If Lessor or Lessee is at any time comprised of more than one Person (e.g., tenants-in-common), a majority (computed on the basis of their respective interests in Lessor's or Lessee's estate) of such Persons shall appoint one of their number as agent to receive rent, to receive services of process, to receive notices, to grant consents or approvals and otherwise to act for that party with respect to all matters relating to this Sub-Ground Lease. Failing such appointment, Lessor or Lessee as the case may be (the "**selecting party**") may select and designate one of such Persons comprising the other party for that purpose, and the selecting party shall be conclusively permitted to treat such selected and designated Person as the agent of the other party for all purposes related to this Sub-Ground Lease.

16.2 Estoppel Certificates. At any time and from time and time, within 15 Business Days after notice of request by either party (or their lenders), the other party shall execute, acknowledge, and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement indicating that this Sub-Ground Lease is unmodified and in full force and effect, or, if there have been modifications, that this Sub-Ground Lease is in full force and effect as modified in the manner specified in the statement and acknowledging that there are no uncured defaults or failures to perform any covenant or provision of this Sub-Ground Lease on the part of the requesting party or specifying any such defaults or failures which are claimed to exist. The statement shall also state the dates to which the Rent and any other charges have been paid in advance. The statement shall be such that it can be relied on by the addressee thereof.

The failure of the party requested to execute, acknowledge, and deliver, on request, the certified statement described above within the specified time shall constitute its acknowledgment to all Persons entitled to rely on the statement that this Sub-Ground Lease is unmodified and in full force and effect and that the Rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all Persons entitled to rely on the statement, of any defaults on the requesting party's part that may exist before the date of the notice.

16.3 Reserved.

16.4 Joint and Several Obligations. If Lessor consists of more than one Person, the obligation of all such Persons shall be joint and several.

16.5 Authority. Lessor and Lessee represent and warrant to each other that each individual executing the Lease (or any amendment hereto) on its behalf is duly authorized to execute and deliver this Sub-Ground Lease or such amendment on its behalf and that this Sub-Ground Lease or such amendment is binding upon such party in accordance with its terms.

16.6 Access for Lessor. Lessor and its agents and assigns shall have access to the Premises as provided in Sections 18.1.1 and 18.1.2 hereof. Nothing contained herein shall impose any duty on the part of Lessor to do any work or repair, maintenance, reconstruction or restoration, which under any provision of this Sub-Ground Lease is required to be done by Lessee and the performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to do the same.

16.7 Interest on Past Due Obligations; Late Charge. Any amount due from one party to the other party under the terms of or with respect to this Sub-Ground Lease which is not paid within five Business Days after payment is due shall bear interest at the Prime Rate plus two percent, but the payment of interest shall not excuse or cure any default under this Sub-Ground Lease. The "**Prime Rate**" means the "prime rate" published in The Wall Street Journal under "Money Rates" (or if such rate information or publication is discontinued, an equivalent rate reflecting the base rate on corporate loans posted by at least 75% of the United States' 30 largest banks) on the first business day of the preceding calendar month.

16.8 Waiver. The waiver by Lessor or Lessee of any breach by the other party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term,

covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by Lessor shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Sub-Ground Lease (including, without limitation, the provisions of Article 13 on assignment and subletting), other than the failure to pay the particular Rents so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Rent. No payment by Lessee or receipt by Lessor of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and Lessor may accept any such check or payment without prejudice to Lessor's rights to recover the balance of such Rent or pursue any other remedy under this Sub-Ground Lease.

16.9 Time of Essence. Time is of the essence with respect to the performance of every provision of this Sub-Ground Lease in which time of performance is a factor.

16.10 Brokers. Lessor and Lessee each warrants to and for the benefit of the other, and shall indemnify, defend, protect and hold harmless the other for a breach hereof, that it has had no dealings with any real estate broker or other agent (attorneys excepted) in connection with the negotiation or making of this Sub-Ground Lease.

16.11 Surrender or Cancellation. The voluntary or other surrender of this Sub-Ground Lease by Lessee, or a mutual cancellation hereof, shall not work a merger, and shall (subject to the nondisturbance provisions of this Sub-Ground Lease) terminate all or any existing subleases, unless Lessor elects to treat such surrender or cancellation as an assignment to Lessor of any or all of such subleases.

16.12 Interpretation of Lease.

16.12.1. [Reserved.]

16.12.2. Table of Contents; Headings. The table of contents of this Sub-Ground Lease and the captions of the various sections of this Sub-Ground Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Sub-Ground Lease or of any part or parts of this Sub-Ground Lease.

16.12.3. Gender; Number. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes fiduciary, corporation, partnership, or other legal entities whenever the context so requires. The singular number includes the plural whenever the context so requires.

16.12.4. Exhibits. All exhibits to which reference is made in this Sub-Ground Lease are hereby incorporated by reference. Any reference to "this Sub-Ground Lease" includes matters incorporated by reference.

16.12.5. Entire Agreement; Modification. This Sub-Ground Lease contains the entire agreement between the parties with respect to the leasing of the Premises. No verbal

agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty, or covenant not included in this Sub-Ground Lease has been or is relied on by either party. No provision of this Sub-Ground Lease may be amended or varied except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

16.12.6. Severability. The invalidity or illegality of any provision shall not affect the remainder of this Sub-Ground Lease and all remaining provisions shall, notwithstanding any such invalidity or illegality, continue in full force and effect.

16.12.7. Successors. Subject to the provisions of this Sub-Ground Lease on assignment and subletting, each and all of the covenants and conditions of this Sub-Ground Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

16.12.8. No Partnership. Nothing contained in this Sub-Ground Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee. Neither the method of computation of Rent nor any other provisions contained in this Sub-Ground Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

16.12.9. Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Sub-Ground Lease.

16.12.10. Covenants. Whenever in this Sub-Ground Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

16.12.11. Consents and Approvals.

(a) In any instance in which any party to this Sub-Ground Lease shall be requested to consent to or approve of any matter with respect to which such party's consent or approval is required by any of the provisions of this Sub-Ground Lease, such consent or approval, or disapproval, shall be given in writing, and such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless the provisions of this Sub-Ground Lease with respect to a particular consent or approval shall expressly provide that the same may be given or refused in the sole discretion of such party.

(b) Wherever in this Sub-Ground Lease approval or consent of any party is required, and unless a different time limit is provided in this Sub-Ground Lease, such approval or disapproval or consent or denial of consent shall be given within 30 days following the notice of the item to be so approved or disapproved, or the same shall be conclusively deemed to have been approved by such party, subject to the provisions of this Section 16.12.11. Any disapproval shall specify with particularity the reasons therefor; provided, however, that wherever in this Sub-Ground Lease any party is given the right to approve or disapprove in its sole discretion, such party may disapprove without specifying a reason therefor and its disapproval shall not be subject to contest in any judicial, administrative, arbitration or other proceeding.

(c) Wherever a period of time less than 30 days is provided in this Sub-Ground Lease, such time limit shall not apply unless the notice to the party whose approval or disapproval is required contains a correct statement of the period of time within which such party must act or otherwise respond. If the time specified in the notice is incorrectly set forth or omitted, the time limit shall be 30 days unless a longer time period is specified in this Sub-Ground Lease, in which case the longer time period shall control. Failure to specify such time period shall not invalidate such notice but shall instead require the action of such party within said 30-day period or such longer period.

(d) Any request for the consent or approval of any party shall recite verbatim the applicable Sub-Ground Lease provision involved and state that the document, or the facts contained therein, shall be deemed approved or consented to by the recipient unless the recipient objects thereto within the required time period specified in such notice. Notwithstanding anything to the contrary contained in this Sub-Ground Lease, no recipient's approval of or consent to the subject matter of a notice shall be deemed to have been given by its failure to object thereto if such notice (or the accompanying cover letter) did not fully comply with the provisions of this Section 16.12.11.

16.12.12. No Third Party Beneficiaries. This Sub-Ground Lease is made solely for the benefit of Lessor, Lessee, the Trustee, and, with respect to Sections 8.3, 11.1.3, 11.2, 13.1 and 13.5, any Beneficiary.

16.12.13. Force Majeure Delays. Except as otherwise expressly provided in this Sub-Ground Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Sub-Ground Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following ("**Force Majeure Delays**"): shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, Condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Sub-Ground Lease). Notwithstanding the foregoing, no event shall constitute a Force Majeure Delay if such event is voluntarily initiated by the City. The City agrees, if possible, to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; but the settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the reasonable judgment of the City unfavorable to the City is not required hereby.

Notwithstanding any specific references in certain provisions of this Sub-Ground Lease to extension for Force Majeure Delays, the absence of such specific reference in any other provision shall not be deemed to diminish the general applicability of this Section 16.12.13.

In the event any party claims excuse from its duty to perform any covenant or obligation set forth in this Sub-Ground Lease due to a Force Majeure Delay, such party shall notify the other party of the occurrence of such event of force majeure within 30 days following the occurrence thereof. The provisions of this Section 16.12.13 shall not be effective to excuse any

party failing to give such notice from the performance of such covenant or obligation until such notice is given to the other party.

ARTICLE 17

EXECUTION; RECORDATION OF SHORT FORM OF LEASE

17.1 Execution in Counterparts. This Sub-Ground Lease, or the Memorandum of Sub-Ground Lease, or both, may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

17.2 Recordation of Memorandum of Sub-Ground Lease. This Sub-Ground Lease shall not be recorded; however the parties shall execute and acknowledge a short form or memorandum of this Sub-Ground Lease (the "**Memorandum of Sub-Ground Lease**") in the form of **Exhibit C** attached hereto. At Lessee's expense relative to the recording costs and any taxes, the Memorandum of Sub-Ground Lease shall be recorded in the real property records of Clark County, Nevada at the request of either party.

17.3 Execution Duplicate Originals. This Sub-Ground Lease shall be executed by the parties in duplicate originals, and each original executed Lease without the others shall serve as an original.

ARTICLE 18

HAZARDOUS SUBSTANCES

18.1 Right of Entry.

18.1.1. Limited Access While Premises are used for City Hall. So long as the Premises are used for a City Hall by the Lessee, this Section 18.1.1 shall apply. Lessor shall have the right to enter the Premises for the purpose of visually inspecting and examining the Premises for the presence of any Hazardous Substance. Prior to any such inspection, the Lessor shall deliver a notice to the City at least 72 hours prior to the proposed entry onto the Premises. Such notice shall specify the proposed purpose of such inspection and shall be delivered to the Lessee in the manner provided in Section 16.1. Any such inspection shall occur during normal business hours of the City Hall Facilities, unless otherwise agreed to by the Lessee or except in exigent circumstances. If the results of such inspection or examination reveal the presence of Hazardous Substances in, on or about the Premises, or if Lessor has reasonable cause to believe that they are present in, on or about the Premises due to Lessee's failure to be in compliance with Section 8.1, then Lessee shall reimburse Lessor for its reasonable cost incurred in undertaking such inspection and examination.

18.1.2. Access While Premises are not used for City Hall. During any time in which the Premises are not used as a City Hall by the Lessee, this Section 18.1.2 shall apply. Lessor shall have the right to enter onto and inspect or examine the Premises upon prior notice at any reasonable time, and without notice in exigent circumstances, upon its reasonable belief that Hazardous Substances are present on the Premises. If the results of such inspection or

examination reveal the presence of Hazardous Substances in, on or about the Premises, or if Lessor has reasonable cause to believe that they are present in, on or about the Premises due to Lessee's failure to be in compliance with Section 8.1, then Lessee shall reimburse Lessor for its reasonable cost incurred in undertaking such inspection and examination.

18.2 Permits. Lessee shall at all times maintain or cause to be maintained current permits required for all of its operations on the Premises, including those required for the use, storage, or disposal of Hazardous Substances in, on or about the Premises; provided, however, that nothing in this paragraph shall imply Lessor's consent to Lessee's storage, use or disposal of any Hazardous Substance or material in, on or about the Premises except as provided pursuant to Section 18.1.

18.3 Notice of Release. In the event of the release of any Hazardous Substance from the Premises, after obtaining actual knowledge of such release, the party having such knowledge, whether Lessor or Lessee, shall immediately give the other party notice thereof if such release is in a quantity or of a quality requiring notice to any public authority or agency.

18.4 Termination/Expiration. Upon the expiration of this Sub-Ground Lease or termination in the event of Condemnation or casualty damage as provided above, Lessee shall promptly (i) remove any and all Hazardous Substances in, on, under or about the Premises to the extent required to return the Premises to a condition in full compliance with all laws, and (ii) remove and replace any fixture, mechanical or other system, or improvement in and to the Premises which was involved in the use, storage or disposal of Hazardous Substances and which cannot otherwise be returned to a condition in full compliance with applicable laws. Notwithstanding the foregoing, the obligations of Lessee under this Section 18.4 shall apply only to the extent the Hazardous Substances in question were not introduced on the Premises through the act of omission of Ground Lessor, Lessor or any party acting by or through Ground Lessor or Lessor.

18.5 Dumping. Lessee shall not deposit or knowingly allow to be deposited in, on or about, or allow to remain in, on or about the Premises, or any other property of Lessor, any waste material or debris of any nature whatsoever except as such is generated by Lessee's normal operation of the Premises, and then only temporarily pending proper ultimate disposition thereof off of the Premises.

ARTICLE 19

COVENANTS REGARDING GROUND LEASE

19.1 Enforcement Against Ground Lessor. In the event of a default by Ground Lessor under the Ground Lease, upon demand by Lessee, Lessor shall enforce the Ground Lease against the Ground Lessor at Lessor's expense, as necessary to preserve the rights of Lessee to possession and enjoyment of the Premises as provided in this Sub-Lease.

19.2 No Ground Lease Termination Without Consent. Lessor shall not exercise any right to terminate the Ground Lease in the event of the bankruptcy of the Ground Lessor or Condemnation or damage or destruction of the Premises without the consent of Lessee and any Beneficiary.

19.3 Compliance with Ground Lease. Lessor shall comply with the terms of the Ground Lease as required to avoid liability accruing to Lessee arising as a result of any default by Lessor under the terms of the Ground Lease.

19.4 Notice of Default and Cure Under Sub-Ground Lease. Lessor shall cause the Ground Lessor to provide Lessee with a concurrent copy of any notice of default given to Lessor under the Ground Lease, together with an equal opportunity to cure the same. Any expenses incurred by Lessee in effecting such cure, at the election of Lessee, shall be offset against any charges due from Lessee to Lessor under this Sub-Ground Lease (notwithstanding any provision in this Sub-Ground Lease to the contrary), or payable within 10 business days after demand by Lessee.

19.5 Limitations on Ground Lease Amendment. Lessor shall not enter into any amendment to the Ground Lease that would materially and adversely affect the rights and obligations of Lessee under this Sub-Ground Lease.

IN WITNESS WHEREOF, the undersigned have executed this Sub-Ground Lease as of the date first written above.

LESSEE:

CITY OF LAS VEGAS, NEVADA

By: _____
Name: _____
Title: Mayor

Attested by:

_____
City Clerk

LESSOR:

QH LAS VEGAS, LLC,
a Delaware limited liability company

By: Forest City Commercial Group, Inc.,
its managing member

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Real Property

Being a portion of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, Clark County, Nevada, being that portion Lots 1 through 16 inclusive and all of Lots 17 through 32 inclusive and all of that certain vacatated 20' alley that lies between Lewis Avenue and Clark Avenue within a portion of Block 6 as shown on the plat of Clark's Las Vegas Townsite, on file in Book 1, Page 37 of Plats, of Clark County, Nevada Records and described as follows:

Commencing at the found aluminum cap marking the intersection of Main Street and Clark Avenue on the Nevada Department of Transportation "O" Centerline; thence North 27°54'11" East, along said centerline, a distance of 50.03 feet; thence South 62°05'49" East, a distance of 49.00 feet to the point of beginning, said point also being on the Southeasterly right-of-way line of Main Street: thence North 27°54'11" East, along said Southeasterly right-of-way line, a distance of 380.72 feet (380.00' record) to the beginning of a 10.00 foot radius tangent curve, concave Southeasterly; thence Northeasterly along said curve, having a central angle of 90°01'00", a a curve length of 15.71 feet to a point on the Southwesterly right-of-way line of Lewis Avenue; thence South 62°04'49" East, along said Southwesterly right-of-way line, a distance of 275.19 feet (275.00' record) to the beginning of a 10.00 foot radius tangent curve, concave Southeasterly; thence Southeasterly along said curve, having a central angle of 89°59'04", a curve length of 15.71 feet to a point on the Northwesterly right-of-way line of First Street; thence South 27°54'15" West, along said Northwesterly right-of-way line, a distance of 380.52 feet (380.00' Record) to the beginning of a 10.00 foot radius tangent curve, concave Northwesterly; thence Southwesterly along said curve, having a central angle of 89°58'27", a curve length of 15.70 feet to a point on the Northeasterly right-of-way line of Clark Avenue; thence North 62°07'18" West, along said Northeasterly right-of-way line, a distance of 275.19 feet (275.00' Record) to the beginning of a 10.00 foot radius tangent curve, concave Northeasterly; thence Northwesterly along said curve, having a central angle 90°01'29" a curve length of 15.71 feet to the point of beginning.

Said legal description was prepared by Mark D. Herzig, PLS No. 18982, at Poggemeyer Design Group, Inc., 6960 Smoke Ranch Road # 110, Las Vegas, Nevada 89148.

EXHIBIT B

Permitted Exceptions

EXHIBIT C

Form of Memorandum Of Sub-Ground Lease

APN Number

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Swendseid & Stern
a Member of Sherman & Howard L.L.C.
3960 Howard Hughes Parkway
Las Vegas, NV 89169
Attention: Scott Shaver

(Space Above For Recorder's Use)

MEMORANDUM OF SUB-GROUND LEASE

THIS MEMORANDUM OF SUB-GROUND LEASE ("**Memorandum**") is entered into as of December 17, 2009 ("**Effective Date**"), by and between QH Las Vegas, LLC, a Delaware limited liability company ("**Lessor**"), and the City of Las Vegas, Nevada ("**Lessee**").

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property located in the City of Las Vegas, Clark County, State of Nevada, described on **Exhibit A** attached hereto, upon the terms and conditions set forth in that certain Sub-Ground Lease dated as of December 17, 2009, between Lessor and Lessee (the "**Sub-Ground Lease**"). All terms used herein with initial capitalized letters shall have the meanings ascribed to them in the Sub-Ground Lease unless otherwise defined herein.

2. Term. The term of the Sub-Ground Lease (the "Term") shall commence on the Effective Date thereof and continue until the earlier of (a) the date the Premises are conveyed to Lessee (or an Affiliate of Lessee) pursuant to the Exchange Agreement, or (b) seventy-five (75) years from the Effective Date.

3. Incorporation of Sub-Ground Lease. This Memorandum incorporates herein all of the terms and provisions of the Sub-Ground Lease as though fully set forth herein.

4. Purpose of Memorandum. The purpose of this Memorandum is to give notice of the existence of the Sub-Ground Lease and shall not be construed to alter, modify, amend or supplement the Sub-Ground Lease. If there is any inconsistency between this Memorandum and the Sub-Ground Lease, the Sub-Ground Lease shall prevail.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date set forth above.

LESSOR:

QH LAS VEGAS, LLC
a Delaware limited liability company

By: Forest City Commercial Group, Inc.,
its managing member

By: _____
Name: _____
Title: _____

LESSEE:

CITY OF LAS VEGAS, NEVADA

By: _____
Name: _____
Title: _____

Attested by:

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature_____ (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature_____ (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

EXHIBIT "F"

(Form of Title Insurance Policy)

LOAN POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
   (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      (i) contracted for or commenced on or before Date of Policy; or
      (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
   (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
   (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY _____ PRESIDENT

ATTEST _____ SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
   (i) the amount of the principal disbursed as of Date of Policy;
   (ii) the amount of the principal disbursed subsequent to Date of Policy;
   (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
   (iv) interest on the loan;
   (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
   (vi) the expenses of foreclosure and any other costs of enforcement;
   (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
   (viii) the amounts to pay taxes and insurance; and
   (ix) the reasonable amounts expended to prevent deterioration of improvements;
   but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
(e) "Insured": The Insured named in Schedule A.
   (i) *The term "Insured" also includes*
      (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
      (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
      (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (D) successors to an Insured by its conversion to another kind of Entity;
      (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
         (2) if the grantee wholly owns the named Insured, or
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
      (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
   (ii) With regard to (A), (B), (C), (D) , and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
(f) "Insured Claimant": An Insured claiming loss or damage.
(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(l) "Title": The estate or interest described in Schedule A.
(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage.

All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against noninsured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE

SCHEDULE A

First American Title Insurance Company

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

File No.: **NCS-386052-HHLV** Policy No.: **386052-Loan**

Loan No.:
Address Reference: Queen of Hearts Loan, Las Vegas, Nevada
Amount of Insurance: $_____ Premium: $_____
Date of Policy: As of Date and time of recordation at

1. Name of Insured:

   U.S. Bank National Association, a national banking association, as Trustee, its successors and assigns, as their interests may appear, as defined in the paragraph entitled "Definitions of Terms" contained in this Policy.

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

   A Sub-leasehold estate as created by that certain unrecorded Sub Ground lease dated December 17, 2009, executed by QH Las Vegas LLC, a Delaware limited liability company as lessor and City of Las Vegas, a political subdvision of the State of Nevada as lessee, as disclosed by a Memorandum of Sub Ground Lease recorded _____ as _____ of Official Records.

3. Title is vested in:

   City of Las Vegas, a political subdvision of the State of Nevada

4. The Insured Mortgage, and its assignments, if any, are described as follows:

   Deed of Trust/Mortgage:
   Grantor/Trustor: City of Las Vegas, a political subdvision of the State of Nevada
   Trustee: First American Title Insurance Company
   Grantee/Beneficiary: U.S. Bank National Association, a national banking association, as Trustee,
   Original Amount: $_____
   Dated: December 17, 2009
   Recorded: _____
   Recording No.: _____

5. The Land referred to in this policy is described as follows:

   Real property in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

   Being a portion of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, Clark County, Nevada, being that portion Lots 1 through 16 inclusive and all of Lots 17 through 32 inclusive and all of that certain vacated 20' alley that

lies between Lewis Avenue and Clark Avenue within a portion of Block 6 as shown on the plat of Clark's Las Vegas Townsite, on file in Book 1, Page 37 of Plats, of Clark County, Nevada Records and described as follows:

Commencing at the found aluminum cap marking the intersection of Main Street and Clark Avenue on the Nevada Department of Transportation "O" Centerline; thence North 27°54'11" East, along said centerline, a distance of 50.03 feet; thence South 62°05'49" East, a distance of 49.00 feet to the point of beginning, said point also being on the Southeasterly right-of-way line of Main Street; thence North 27°54'11" East, along said Southeasterly right-of-way line, a distance of 380.72 feet (380.00' record) to the beginning of a 10.00 foot radius tangent curve, concave Southeasterly; thence Northeasterly along said curve, having a central angle of 90°01'00", a curve length of 15.71 feet to a point on the Southwesterly right-of-way line of Lewis Avenue; thence South 62°04'49" East, along said Southwesterly right-of-way line, a distance of 275.19 feet (275.00' record) to the beginning of a 10.00 foot radius tangent curve concave Southwesterly; thence Southeasterly along said curve, having a central angle of 89°59'04", a curve length of 15.71 feet to a point on the Northwesterly right-of-way line of First Street; thence South 27°54'15" West, along said Northwesterly right-of-way line, a distance of 380.52 feet (380.00' record) to the beginning of a 10.00 foot radius tangent curve, concave Northwesterly; thence Southwesterly along said curve, having a central angle of 89°58'27"a curve length of 15.70 feet to a point on the Northeasterly right-of-way line of Clark Avenue; thence North 62°07'18" West, along said Northeasterly right-of-way line, a distance of 275.19 feet (275.00' record) to the beginning of a 10.00 foot radius tangent curve, concave Northeasterly; thence Northwesterly along said curve, having a central angle 90°01'29" a curve length of 15.71 feet to a point of beginning, also described as follows:

Lot 1 as shown by map thereof on file in File 117 of Parcel Maps, page 14, in the Office of the County Recorder of Clark County, Nevada.

SCHEDULE B

File No.: **NCS-386052-HHLV** Policy No.: **386052-Loan**

EXCEPTIONS FROM COVERAGE

PART I

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Water rights, claims or title to water, whether or not shown by the public records.

2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.

   NOTE: No assessment is shown in the assessor's unsecured property tax rolls at the time of this policy.

3. Reservations and provisions as contained in the Patent from the State of Nevada, recorded October 17, 1902, in Book 3F, Pages 230, 231 and 232 of Lincoln County, as Instrument No. N/A.

4. Reservations and provisions as contained in the Patent from the State of Nevada, recorded November 30, 1902, in Book 3F, Page 268 Miscellaneous Records, Lincoln County .

   Document re-recorded August 7, 1998 in Book 980807 as Instrument No. 01934 of Official Records.

5. Reservations and provisions as contained in the Patent from the State of Nevada, recorded June 11, 1904, in Book 3F, Page 496 of Miscellaneous Records, Lincoln County Records .

6. Reservations and provisions as contained in the Patent from the State of Nevada, recorded June 13, 1904, in Book 3F, Page 497 of Miscellaneous Records, Lincoln County .

7. Reservations and provisions as contained in the Patent from the State of Nevada, recorded June 29, 1904 in Book 3F of Miscellaneous Records, Pages 500-501 Lincoln County, Nevada Records.

8. Reservations and provisions as contained in the Patent from the State of Nevada, recorded February 28, 1905, in Book 3F, Pages 571-572 Miscellaneous Records Lincoln County, Nevada.

9. Covenants, conditions, and restrictions in a Deed recorded October 11, 1905, in Book W of Deeds, Pages 6-7 as Instrument No. 01181 of Official Records.

10. Covenants, conditions, and restrictions in a Deed recorded February 26, 1906, in Book W, Pages 121-122 as Instrument No. 02738 of Official Records.

11. An easement for water and sewer pipelines and incidental purposes in the document recorded June 1, 1920 in Book 7 of Deeds, Page 72 as Instrument No. 14179 of Official Records.

12. An easement for water and sewer and incidental purposes in the document recorded December 07, 1921 in Book 8 of Deeds, Page 186 as Instrument No. 16559 of Official Records.

13. Covenants, conditions, and restrictions in a Covenant recorded April 2, 1948, in Book 27 of Misc., Pages 39 & 40 as Instrument No. 282028 of Official Records.

14. An easement for public utilities and incidental purposes in the document recorded June 11, 1952 as Instrument No. 385885 of Official Records.

15. Covenants, conditions, and restrictions in a Agreement recorded February 6, 1978, in Book 844 as Instrument No. 803421 of Official Records.

16. Any restrictions covering the future use of the land, as disclosed by an Ordinance, recorded November 22, 1996 in Book 961122 of Official Records, Clark County, Nevada, as Instrument No. 00847 and as adopted in that certain document recorded November 22, 1996 in Book 961122 of Official Records, Clark County, Nevada, as Instrument No. 00848 and re-recorded November 25, 1996 in Book 961125 of Official Records, as Instrument No. 00566.

17. An easement for public utilities and incidental purposes in the document recorded March 9, 2009 in Book 20090309 as Instrument No. 00603 of Official Records.

18. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded September 23, 2009, in Book 20090923 as Instrument No. 03296 of Official Records, over a portion of the land.

19. Easements as contained in the Order of Vacation dated January 16, 2007, recorded October 5, 2009 in Book 20091005 as Instrument No. 02017.

20. Covenants, conditions,easements and restrictions in a Grant of Easement recorded October 12, 2009, in Book 20091012 as Instrument No. 02924 of Official Records.

21. Terms and provisions of an unrecorded Ground Lease dated December 17, 2009, by and between PQ Las Vegas, LLC, a Delaware limited liability company as lessor and QH Las Vegas, LLC, a Delaware limited liability company as lessee, as disclosed by a Memorandum of Ground Lease recorded _____ as _____ of Official Records.

22. Terms and provisions of an unrecorded Lease-Pruchase Agreement dated December 17, 2009, by and between QH Las Vegas, LLC, a Delaware limited liability company as lessor and City of Las Vegas, a political subdvision of the State of Nevada as lessee, as disclosed by a Memorandum of Lease-Purchase Agreement recorded _____ as _____ of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

23. The terms and provisions of the Acknowledgement and Recognition Agreement dated December 17, 2009, by and amoung PQ Las Vegas, LLC, a Dlaware limited liability company, as prime landlord, QH Las Vegas, LLC, a Delaware limited liability company, as Sublandlord, and the City of Las Vegas as subtenant, recorded _____ in Book _____ as Instrument No. _____ of Official Records.

24. The terms and provisions of the "Indenture of Trust Dated December 1, 2009 between City of Las Vegas and U.S. Bank National Association, a national banking association, as Trustee" recorded _____ in Book _____ as Instrument No. _____ of Official Records.

25. The terms and provisions of the "Assignment Agreement dated December 17, 2009, between QH Las Vegas, LLC, a Delaware limited liability company, as assignor, and U.S. Bank National Association, a national banking association, as Trustee, as assignee" recorded _____ in Book _____ as Instrument No. _____ of Official Records.

26. Any failure to comply with the terms, provisions and conditions of the lease referred to in Schedule A.

SCHEDULE B

File No.: **NCS-386052-HHLV** Policy No.: **386052-Loan**

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

None

1. A financing statement recorded _____ in Book _____ as Instrument No. _____ of Official Records.
   Debtor: City of Las Vegas, a political subdivision of the State of Nevada
   Secured party: U.S. Bank National Association, a national banking association, as Trustee

2. The terms and provisions of the Exchange Agreement dated December 17, 2009 by and between PQ Las Vegas, LLC, a Delaware limited liability company, as developer, and City Parkway IV A, Inc., a Nevada non-profit company, as disclosed by a "Memorandum of Exchange Agreement dated December 17, 2009" recorded _____ in Book _____ as Instrument No. _____ of Official Records.

ENDORSEMENT

Attached to Policy No. 386052-Loan

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from **Main Street and First Street** (the "Street(s)"), (ii) the Street(s) is/are not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that/those portion(s) of the Street(s) abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 17-06 (Access and Entry)
Adopted 6/17/06

ENDORSEMENT

Attached to Policy No. 386052-Loan

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

   The Land described in Schedule A — Tax Identification Numbers:

   139-34-210-007, 008, 009, 010, 011, 012, 013, 019, 020, 021, 022, 023

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 18.1-06 (Multiple Tax Parcel)
Adopted 6/17/06

ENDORSEMENT

Attached to Policy No. 386052-Loan

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the Land to be contiguous ; or

2. the presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 19.1-06 (Contiguity-Single Parcel)
Adopted 6/17/06

ENDORSEMENT

Attached to Policy No. 386052-Loan

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Poggemeyer Design Group dated September 24, 2009, and designated Job No. LV09109A .

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 25-06 (Same as Survey)
Adopted 10/16/08

ENDORSEMENT

Attached to Policy No. 386052-Loan

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph 9, 10, 13, 15, and 16 of Schedule B, based upon a violation thereof on the Land, present or future.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CLTA Form 100.6-06 (03-09-07)
ALTA - Owner

ENDORSEMENT

Attached to Policy No. 386052-Loan

Issued By

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of damage to existing or to be constructed improvements, including lawns, shrubbery or trees, resulting from the exercise of any right to use the surface of the Land for the extraction or development of water excepted from the description of the Land or shown as a reservation in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CLTA Form 103.5-06 (03-09- 07)
ALTA - Owner or Lender

CLTA

Special Patent Endorsement

ENDORSEMENT

Attached to Policy No. NCS-386052-HHLV

Issued By

First American Title Insurance Company

The Company hereby insures the Insured against loss which said Insured shall sustain as a result of any exercise of the rights reserved in the patent referred to in paragraph 3, 4, 5, 6, 7 and 8 of Schedule B, over and through said land.

The total liability of the Company under said policy and any endorsements therein shall not exceed in the aggregate, the face amount of said policy and cost which the Company is obligated under the conditions and stipulation thereof to pay.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ENDORSEMENT

Attached to Policy No. NCS-386052-HHLV

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described in Schedule A to constitute a lawfully created parcel according to the Subdivision Map Act (NRS Chapter 278.320 et seq.) and local ordinances adopted pursuant thereto.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CLTA Form 116.7 (Revised 6-14-96)
Subdivision Map Act Endorsement

ENDORSEMENT

Attached to Policy No. 386052-Loan

Issued by

First American Title Insurance Company

The Company insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage sustained by reason of:

1. The existence at Date of Policy of any of the following:
   a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished or its validity, priority, or enforceability impaired.
   b. Unless expressly excepted in Schedule B
      i. Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements on the Land that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
      ii. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
      iii. Any encroachment of existing improvements located on the Land onto adjoining land or any encroachment onto the Land of existing improvements located on adjoining land.
      iv. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
      v. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.

2. Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of Title by the Insured, provided the violation results in:
   a. invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
   b. loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness.

3. Damage to existing or to be constructed improvements, including lawns, shrubbery, or trees, located or encroaching on that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved.

4. Damage to improvements, including lawns, shrubbery, or trees, located on the Land on or after Date of Policy resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.

5. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.

6. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they do not include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraphs 1.b.i. and 6, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 9.3-06 (Restrictions, Encroachments, Minerals-Loan Policy)
Adopted 6/17/06

ENDORSEMENT

Attached to Policy No. 386052-Loan

Issued by

First American Title Insurance Company

1. As used in this endorsement, the following terms shall mean:
   a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this policy.
   b. "Lease": the lease agreement described in Schedule A.
   c. "Leasehold Estate": the right of possession for the Lease Term.
   d. "Lease Term": the duration of the Leasehold Estate, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
   e. "Personal Property": chattels located on the Land and property that, because of their character and manner of affixation to the Land, can be severed from the Land without causing appreciable damage to themselves or to the Land to which they are affixed.
   f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted as a result of a matter covered by this policy.
   g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this policy, the Insured Claimant.
   h. "Tenant Leasehold Improvements": those improvements, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title as the result of a covered matter that results in an Eviction of the Tenant, then that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this policy and thereafter is Evicted, the following items of loss, if applicable, shall be included in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title.

   a. The reasonable cost of removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction the cost of transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, and the reasonable cost of repairing the Personal Property damaged by reason of the removal and relocation.

b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease made by Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

e. Damages that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction.

f. Reasonable costs incurred by the Insured to secure a replacement leasehold equivalent to the Leasehold Estate.

g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering fees, construction management fees, costs of environmental testing and reviews, and landscaping costs.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

American Land Title Association
Endorsement 13.1-06 (Leasehold-Loan)
Adopted 6/17/06

ENDORSEMENT

Attached to Policy No. NCS-386052-HHLV

Issued By

First American Title Insurance Company

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for: (a) interest on interest; (b) changes in the rate of interest; or (c) the addition of unpaid interest to the principal balance of the loan.

2. Loss of priority of the lien of the insured mortgage as security for the principal balance of the loan, including any unpaid interest which was added to principal in accordance with the provisions of the insured mortgage, interest on interest, or interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by (a) changes in the rate of interest; (b) interest on interest; or (c) increases in the unpaid principal balance of the loan resulting from the addition of unpaid interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth-in-lending law.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CLTA Form 111.8 (Rev. 2-10-88)
ALTA Form 6.2 (6-1-87)
Variable Rate Mortgage-Negative Amortization

EXHIBIT "G"

Form of Memorandum Of Lease

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Swendseid & Stern
a Member of Sherman & Howard L.L.C.
3960 Howard Hughes Parkway
Las Vegas, NV 89169
Attention: Scott Shaver

(Space Above For Recorder's Use)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is entered into as of December 17, 2009 ("Effective Date"), by and between QH Las Vegas, LLC, a Delaware limited liability company ("Lessor"), and the City of Las Vegas, Nevada ("Lessee").

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a City Hall Facility to be constructed on certain real property located in the City of Las Vegas, Clark County, State of Nevada, described on **Exhibit A** attached hereto, upon the terms and conditions set forth in that certain Lease-Purchase Agreement dated December 17, 2009, between Lessor and Lessee (the "Lease-Purchase Agreement"). All terms used herein with initial capitalized letters shall have the meanings ascribed to them in the Lease-Purchase Agreement unless otherwise defined herein.

2. Term. The term of the Lease-Purchase Agreement (the "Term") shall commence on the effective date thereof and continue until the earlier of (a) December 17, 2039; (b) the date the Lease-Purchase Agreement is terminated by the Lessee as provided in Section 3.3 thereof; (c) the date this Lease is terminated under Section 11.2, (d) the date on which the Lease-Purchase Agreement is terminated by Lessor under Section 13.2 thereof; or (e) the date the Lessee prepays the Lease-Purchase Agreement pursuant to its terms.

3. Incorporation of Lease-Purchase Agreement. This Memorandum incorporates herein all of the terms and provisions of the Lease-Purchase Agreement as though fully set forth herein.

4. Purpose of Memorandum. The purpose of this Memorandum is to give notice of the existence of the Lease-Purchase Agreement and shall not be construed to alter, modify, amend or supplement the Lease-Purchase Agreement. If there is any inconsistency between this Memorandum and the Lease-Purchase Agreement, the Lease-Purchase Agreement shall prevail.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date set forth above.

LESSOR:

QH LAS VEGAS, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LESSEE:

CITY OF LAS VEGAS, NEVADA

By: _____
Name: _____
Title: _____

Attested by:

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature_____ (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature_____ (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature_____ (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT "H"

(Attach Assignment Agreement)

ASSIGNMENT AGREEMENT

by and between

QH LAS VEGAS, LLC

and

U.S. BANK NATIONAL ASSOCIATION
as Trustee

Dated December 17, 2009

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment Agreement"), made and entered into December 17, 2009, by and between QH LAS VEGAS, LLC, a Delaware limited liability company (the "Company"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee");

WITNESSETH:

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained and for other valuable consideration, the parties hereto recite and agree as follows:

WHEREAS, the Company and the City of Las Vegas, Nevada (the "City") have entered into an agreement entitled "City Hall Development Agreement" (the "Development Agreement") dated December 17, 2009; and

WHEREAS, the Company and the City have entered into an agreement entitled "Sub-Ground Lease" (the "Sub-Ground Lease") and an agreement entitled "Lease-Purchase Agreement" (the "Lease Agreement"), each dated as of December17, 2009, whereby the Company has agreed to sub-lease to the City the land described in the Sub-Ground Lease (the "Site"), the Company has agreed to cause the development of the Project (as defined in the Lease Agreement) thereon pursuant to the Development Agreement, and the City has agreed to lease from the Company the Site and the Project, all in the manner and on the terms set forth in the Sub-Ground Lease and Lease Agreement, which terms include, without limitation, the obligation of the City to pay Base Rent (as defined in the Lease Agreement) to the Company, and annual rentals to the Company under the Sub-Ground Lease, in consideration of the City's lease of the Project under the Lease Agreement and lease of the Site under the Sub-Ground Lease; and

WHEREAS, under the Lease Agreement, certain sums of money are to be deposited with the Trustee to be credited, held and applied in accordance with the Lease Agreement and the Indenture of Trust dated as of December 1, 2009 (the "Indenture of Trust") between the City and the Trustee; and

WHEREAS, for the purpose of obtaining moneys for the development and acquisition of the Project, the Company is willing to convey to the Trustee, for the benefit of certain persons (the "Owners"), undivided proportionate interests in the Base Rent, such interests to be evidenced by certificates of participation therein (the "Certificates"); and

WHEREAS, in order to make such interests marketable, the Company is willing to assign and transfer its rights, title and interest under the Lease Agreement to the Trustee for the benefit of the Owners of the Certificates; and

WHEREAS, concurrently with the delivery of this Assignment Agreement, the Trustee is executing and delivering the Certificates in an aggregate face amount of $_____, the proceeds of which will be used to make the deposits required under the Lease Agreement and the Indenture of Trust and to pay the Cost of Acquisition (as defined in the Lease Agreement); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Assignment Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment. Subject to Section 2 hereof, the Company, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably, absolutely, and currently grants, transfers, assigns and sets over to the Trustee, for the benefit of the Owners of the Certificates executed and delivered under the Indenture of Trust, without recourse, all of the following, constituting the Company's rights, title and interest as lessor under the Lease Agreement: (a) the right to receive and collect all of the Base Rent from the City under the Lease Agreement, including any Base Rent prepaid by the City pursuant to the terms of the Lease Agreement; and (b) the right to exercise such rights and remedies conferred on the Company pursuant to the Lease Agreement as may be necessary or convenient (i) to enforce payment of the Base Rent and Additional Rent (as defined in the Lease Agreement) payable thereunder and any other amounts required to be deposited in the Debt Service Fund established under the Indenture of Trust, or (ii) otherwise to protect the interests of the Owners in the event of default or nonappropriation by the City under the Lease Agreement. All rights assigned by the Company hereunder shall be administered by the Trustee in accordance with the provisions of the Indenture of Trust and for the benefit of the Owners of the Certificates. Should it occur that Base Rent or Additional Rent (which is not specifically owed to the Lessor) comes into possession of the Lessor, the parties hereto agree that the Lessor shall hold those moneys in trust on behalf of the Trustee and shall have no right to dispose of those moneys other than immediately remitting them to the Trustee.

Section 2. Rights, Title and Interest Reserved by the Company. Notwithstanding the provisions of Section 1 hereof, the Company reserves to itself and does not assign to the Trustee any and all rights and interests in the Lease Agreement necessary or appropriate to fulfill the Company's obligation to develop the Project pursuant to the Lease Agreement and the Development Agreement.

Section 3. Acceptance. The Trustee hereby accepts the assignment made herein for the purpose of securing, equally and proportionately, the payments due pursuant to the Lease Agreement and Indenture of Trust for the benefit of the Owners of the Certificates, all subject to the provisions of the Indenture of Trust.

Section 4. Conditions. This Assignment Agreement shall confer no rights or impose no duties upon the Trustee beyond those expressly provided in the Lease Agreement and the Indenture of Trust.

Section 5. Nevada Law. This Assignment Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada.

Section 6. Severability. If any agreement, condition, covenant or term hereof or any application hereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all agreements, conditions, covenants and terms hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 7. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Assignment Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

QH LAS VEGAS, LLC

By_____
Title: _____

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signator

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Swendseid & Stern
a Member of Sherman & Howard L.L.C.
3960 Howard Hughes Parkway
Las Vegas, NV 89169
Attention: Scott Shaver

(Space Above For Recorder's Use)

INDENTURE OF TRUST

by and between

THE CITY OF LAS VEGAS, NEVADA,

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of December 1, 2009

Submitted at City Council
Date 12/2/09 Item CC 50
CC/RDA 3-8

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EXHIBIT E CERTIFICATE OF COMPLETION E-1

THIS INDENTURE OF TRUST (this "Indenture") dated as of December 1, 2009, is entered into by and between the CITY OF LAS VEGAS, NEVADA (the "City"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and validly existing under the laws of the United States, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Trustee (a) is a national banking association that is duly organized, validly existing and in good standing under the laws of the United States, (b) is duly qualified to do business in the State of Nevada (the "State"), and (c) is authorized, under its articles of association, action of its board of directors and applicable law, to own and manage its properties, to conduct its affairs in the State, to accept the grant of the Trust Estate (as defined herein) from the City hereunder and to execute, deliver, and perform its obligations under this Indenture; and

WHEREAS, QH Las Vegas, LLC, a Delaware limited liability corporation, as lessor (the "Lessor"), and the City, as lessee, have entered into a Lease Purchase Agreement dated December 17, 2009 (the "Financing Lease"), pursuant to which the Lessor has leased certain improvements (as defined herein, the "Leased Property") to the City and the City has agreed to pay Base Rent and Additional Rent (each as defined in the Financing Lease), subject, in each case, to the terms of the Financing Lease; and

WHEREAS, the site of the Leased Property (as legally described in Exhibit C attached hereto, the "Site") will be leased to the City pursuant to the Sub-Ground Lease dated December 17, 2009 (the "Sub-Ground Lease"), between the Lessor and the City until terminated as provided therein; and

WHEREAS, the Lessor and the City have entered into the City Hall Development Agreement dated December 17, 2009 (as it may be amended from time to time, the "Development Agreement"), pursuant to which the Lessor has agreed to develop the Leased Property; and

WHEREAS, City Parkway IV A, Inc. ("CP") and PQ Las Vegas, LLC (the "Site Owner"), have entered into an "Exchange and Parcel P-Q Development Agreement" dated December 17, 2009 (the "Exchange Agreement"), pursuant to which the Site Owner has agreed to exchange title to the Site for title to property owned by CP in accordance with the terms and conditions described therein (the "Exchange Transaction"); and

WHEREAS, pursuant to an Assignment Agreement dated December 17, 2009 (the "Assignment Agreement"), between the Lessor and the Trustee, the Lessor has assigned certain of its rights, title, and interest under the Financing Lease to the Trustee; and

WHEREAS, in order to finance the Project (as defined herein), the Trustee shall execute and deliver (a) "Tax-Exempt Certificates of Participation (City Hall Project), Series 2009A" (the "2009A Certificates"), and (b) "Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds)" (the "2009B Certificates" and collectively with the 2009A Certificates, the "2009 Certificates"); and

WHEREAS, the 2009 Certificates and any Additional Certificates (as defined herein) executed and delivered pursuant hereto (collectively, the "Certificates") shall evidence undivided interests in the right to receive Lease Revenues (as defined herein) and shall be payable solely from the Trust Estate (as defined herein), and no provision of the Certificates, this Indenture, the Financing Lease, the Sub-Ground Lease, or the Development Agreement shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year (as defined herein) in excess of amounts appropriated for such Fiscal Year; (b) to obligate any appropriation by the City or to create any other financial obligation whatsoever of the City; or (c) as a delegation of governmental powers by the City; and

WHEREAS, the Certificates shall be special, limited obligations payable solely from the Trust Estate (as defined herein) on the terms provided herein; and

WHEREAS, the Trustee has entered into this Indenture for and on behalf of the Owners (as defined herein), and will, except as otherwise specifically provided herein, hold its rights hereunder, including its rights with respect to the Trust Estate, for the equal and proportionate benefit of the Owners, and will disburse moneys received by it in accordance with this Indenture; and

WHEREAS, all things necessary to make the Certificates, when executed and delivered by the Trustee and as in this Indenture provided, legal, valid, and binding obligations enforceable against the Trustee in accordance with the terms thereof, and to constitute this Indenture a legal, valid, and binding instrument for the security of the Certificates in accordance with the terms hereof, have been done and performed.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants, and warranties herein contained, the parties hereto agree as follows:

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

That the City, in consideration of the premises and the mutual covenants herein contained and for the benefit of the Owners and the sum of One Dollar to it duly paid by the Trustee at or before the execution of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest with respect to all Certificates at any time Outstanding under this Indenture, according to their tenor and effect, and to secure the performance and observance of all of the covenants and conditions in the Certificates and herein contained, and to declare the terms and conditions upon and subject to which the Certificates are executed, delivered, and secured, has executed and delivered this Indenture and has granted, bargained, sold, warranted, mortgaged, alienated, remised, released, conveyed, assigned, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, mortgage, alien, remise, release, convey, assign, pledge, set over, and confirm unto the Trustee and to its successors and assigns forever, all and singular the following described property, franchises, and income, including any title therein acquired after these presents:

(a) the Leased Property and the tenements, hereditaments, appurtenance, rights, privileges, and immunities thereto belonging or appertaining, together with any fixtures,

furniture, and equipment included therein, subject to the terms of the Financing Lease including, but not limited to, the terms of the Financing Lease permitting the existence of Permitted Encumbrances (as defined in the Financing Lease);

(b) all rights, title, and interest of the City in, to, and under the Sub-Ground Lease;

(c) the BAB Credit (as defined herein), as received by the City in each Fiscal Year in which the Base Rent (as defined in the Financing Lease) for such Fiscal Year has been appropriated;

(d) all rights, title, and interest of the City in, to, and under the Development Agreement, and all other Project Contracts, which, immediately upon execution and delivery shall automatically be included in the Trust Estate;

(e) all money and securities from time to time held by the Trustee under this Indenture in the Certificate Fund (as defined herein), the Reserve Fund (as defined herein, provided that moneys in the 2009A Reserve Account shall secure only the 2009A Certificates and moneys in the 2009B Certificates shall secure only the 2009B Certificates), the Construction Fund (as defined herein), the Insurance Deductible Fund (as defined herein) and the Parking Garage Fund (as defined herein) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specially mortgaged, pledged, or hypothecated, as and for additional security hereunder, by the Lessor, or by anyone on its behalf, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof; and

(f) any improvements or additions to the Leased Property or any additional property constructed or acquired by the City in accordance with Section 3.3(c)(i)(A)(2) hereof.

SUBJECT, HOWEVER to the rights of third parties to Additional Rent payable to them under the Financing Lease.

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the equal and proportionate benefit, security, and protection of all Owners, without privilege, priority, or distinction as to the lien or otherwise of any of the Certificates over any other of the Certificates, except as otherwise provided herein;

PROVIDED, HOWEVER, that if the principal of the Certificates and the interest due or to become due with respect thereto, shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then, upon such final payments, this Indenture and the rights hereby granted

shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates secured hereunder are to be executed, authenticated, and delivered and all said property, rights, interests, revenues, and receipts hereby pledged, assigned, and mortgaged are to be dealt with and disposed of under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee for the benefit of the Owners, as follows:

ARTICLE I

DEFINITIONS

The following capitalized terms shall have the following meanings in this Indenture:

"2009 Certificates" has the meaning ascribed to such term in the recitals hereof.

"2009A Capitalized Interest Sub-account" means a sub-account of the Interest Account created in Section 3.1(a) hereof.

"2009A Certificates" has the meaning ascribed to such term in the recitals hereof.

"2009A Project Account" means an account of the Construction Fund created in Section 3.3(a) hereof.

"2009A Rebate Account" means an account of the Rebate Fund created in Section 3.4(a) hereof.

"2009A Reserve Account" means an account of the Reserve Fund created in Section 3.2(a) hereof, securing the 2009A Certificates and no other Certificates.

"2009B Capitalized Interest Sub-account" means a sub-account of the Interest Account created in Section 3.1(a) hereof.

"2009B Certificates" has the meaning ascribed to such term in the recitals hereof.

"2009B Project Account" means an account of the Construction Fund created in Section 3.3(a) hereof.

"2009B Rebate Account" means an account of the Rebate Fund created in Section 3.4(a) hereof.

"2009B Reserve Account" means an account of the Reserve Fund created in Section 3.2(a) hereof, securing the 2009B Certificates and no other Certificates.

"Additional Certificates" means any Certificates executed and delivered after the execution and delivery of the 2009 Certificates pursuant to Section 2.10 hereof.

"Additional Rent" has the meaning given to such term in the Financing Lease.

"Assignment Agreement" has the meaning ascribed to such term in the recitals hereof.

"Authorized Denominations" means $5,000 of principal and whole multiples thereof.

"BAB Credit" means the amount of the direct payment the federal government is to make to the City with respect to the 2009B Certificates pursuant to Sections 54AA and 6431 of the Tax Code, as further set forth in Section 12.5(d) of the Financing Lease.

"Base Rent" has the meaning given to such term in the Financing Lease.

"Business Day" means any day of the year other than: Saturday; Sunday; any day which is a legal holiday for banks in Las Vegas, Nevada, New York, New York, or Phoenix, Arizona; or any day on which the office of the City Treasurer is closed.

"Certificate Fund" means the fund created under Section 3.1(a) hereof.

"Certificate Purchase Agreement" means the Certificate Purchase Agreement dated December 2, 2009, among the Initial Purchaser, the City, and the Trustee relating to the 2009 Certificates.

"Certificates" means the 2009 Certificates and any Additional Certificates.

"City" has the meaning ascribed to such term in the recitals hereof.

"City Representative" means the Manager, or an officer of the City who is designated in writing by the Manager as a person authorized to act for the Manager for the purposes of this Indenture.

"Claim" has the meaning given to such term in Section 7.14 hereof.

"Code" means the Internal Revenue Code of 1986, as amended to the date of execution and delivery of the Certificates. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations, and proposed regulations thereunder.

"Committee" has the meaning ascribed to such term in Section 7.3 hereof.

"Completion Date" means, with respect to the Project, the date of final completion of the Project, as evidenced by the delivery of a certificate of completion in the form attached hereto as Exhibit E.

"Construction Fund" means the special fund created by Section 3.3(a) hereof.

"Costs of Delivery" means administrative costs of the execution and delivery of any Certificates, including the initial compensation and expenses of the Trustee prior to the Completion Date, any fees and expenses of any underwriter or financial advisor that provides services in connection with the execution and delivery of any Certificates, any fees or expenses of the City and the Lessor prior to the Completion Date, legal fees and expenses, costs incurred in obtaining ratings from rating agencies, Certificate insurance premiums, if any, costs of immediately available funds, costs of publication, printing and engraving, accountants' fees, and recording and filing fees.

"Costs of the Project" means, with respect to the Project and the Certificates executed and delivered to finance the Project, all costs and expenses to be incurred, and the reimbursement to the City and to the Lessor for costs and expenses heretofore incurred by the City and the Lessor, prior to the Completion Date (except as otherwise provided below), including, without limitation:

(a) obligations incurred or assumed for labor, materials and equipment in connection with the Project;

(b) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title and liability insurance) that may be necessary or appropriate in connection with the Project;

(c) the costs of engineering, architectural and other professional and technical services, including obligations incurred or assumed for preliminary design and development work, test borings, surveys, estimates, plans and specifications in connection with the Project;

(d) administrative costs related to the Project incurred prior to the Completion Date, including supervision of the construction, acquisition, renovation, and installation as well as the performance of all of the other duties required by or consequent upon the Project, including, without limitation, costs of preparing and securing all Project Documents, architectural, engineering, and other professional and technical fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees, and advertising expenses in connection with the Project;

(e) all costs which shall be required to be paid under the terms of any Project Contract;

(f) all costs which are considered to be a part of the costs of the Project in accordance with generally accepted accounting principles;

(g) interest with respect to the 2009 Certificates executed and delivered to finance the Project through December 1, 2012, to the extent the moneys in the Certificate Fund are not sufficient to pay such interest;

(h) payments to the Reserve Fund or any account thereof to establish or maintain the applicable Reserve Fund Requirement;

(i) the actual costs incurred in acquiring any property, performing demolition, site preparation and infill, or making any improvements for which moneys are transferred pursuant to Section 3.3(b) hereof;

(j) the Costs of Delivery; and

(k) any and all other costs necessary to effect the Project or to acquire or improve the Leased Property to the extent the same are permitted by the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of interest with respect to the Certificates or disqualify the Certificates as Build America Bonds under Section 54AA of the Code, as applicable.

"CP" has the meaning ascribed to such term in the recitals hereof.

"Deed of Trust" means the Deed of Trust dated December 17, 2009, granted by the City, as Trustor, to the Deed of Trust Trustee, for the benefit of the Trustee, as Trustee for the Owners of the Certificates.

"Deed of Trust Trustee" means First American Title Insurance Company.

"Defeasance Securities" means Permitted Investments which are certificates or bills of or interest-bearing notes or other obligations of the United States, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

"Development Agreement" has the meaning ascribed to such term in the recitals hereof.

"DTC" means The Depository Trust Company or its nominee.

"Event of Default" means, (a) when used with respect to the Financing Lease, an event described in Section 13.1 thereof, and (b) when used with respect to this Indenture, an event described in Section 7.1 hereof.

"Event of Non-appropriation" means, when used with respect to the Financing Lease, an event resulting in the termination of the Financing Lease described in Section 3.3 of the Financing Lease.

"Exchange Agreement" has the meaning ascribed to such term in the recitals hereof.

"Exchange Transaction" has the meaning ascribed to such term in the recitals hereof.

"Extraordinary Event" means an event causing the BAB Credit expected to be received with respect to the 2009B Certificates to be eliminated or reduced, as reasonably determined by the City Representative, which determination shall be conclusive, as a result of:

(a) a material adverse change to Section 54AA or 6431 of the Code;

(b) guidance published by the Internal Revenue Service or the United States Treasury with respect to such Sections; or

(c) a determination by the Internal Revenue Service or the United States Treasury, which determination is not the result of a failure of the City to satisfy the requirements of Section 12.5 of the Lease.

"Financing Lease" has the meaning ascribed to such term in the recitals hereof.

"Fiscal Year" means the City's fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

"Fitch" means Fitch Ratings and its successors and assigns.

"Indenture" means this Indenture of Trust and any amendment or supplement hereto.

"Initial Purchaser" means, (a) with respect to the 2009 Certificates, Stone & Youngberg, LLC, as representative for itself, Citigroup Global Markets Inc., and Siebert Brandford Shank Co. LLC and (b) with respect to any Additional Certificates, the purchasers designated as such in any Supplemental Indenture.

"Insurance Deductible Fund" means the special fund created by Section 3.5(a) hereof.

"Interest Account" means an account of the Certificate Fund created in Section 3.1(a) hereof.

"Interest Payment Date" means March 1 and September 1 of each year, (a) beginning on March 1, 2010, with respect to the 2009 Certificates, and (b) beginning on the date specified in the Supplemental Indenture entered into in connection with such Certificates with respect to any Additional Certificates.

"Investment Instructions" has the meaning ascribed to such term in Section 3.4(d) hereof.

"Lease Revenues" means (a) the Base Rent; (b) the Prepayment Option Price, if paid; (c) any Net Proceeds; (d) any portion of the proceeds of any Certificates deposited with or by the Trustee in the Certificate Fund to pay accrued interest or capitalized interest with respect to the Certificates; (e) any earnings on moneys on deposit in the Certificate Fund and the Reserve Fund; (f) all other revenues derived from the Financing Lease, excluding Additional Rent (other than Reserve Fund payments made to the Trustee pursuant to Section 3.2(e) hereof); and (g) any other moneys to which the Trustee may be entitled for the benefit of the Owners.

"Lease Term" has the meaning ascribed to such term in the Financing Lease.

"Leased Property" means the Project, together with any other property that may be defined as part of the Leased Property by any Supplemental Indenture.

"Lessor" has the meaning ascribed to such term in the recitals hereof.

"Lessor Representative" means Dimitri Vazelakis or such other person as is appointed by the Lessor in writing to the City and the Trustee.

"Lien to Value Ratio" means a ratio the numerator of which is the aggregate principal amount of the Outstanding Certificates and the denominator of which is the value of the Trust Estate. For purposes of calculating the Lien to Value Ratio, the value of the Trust Estate, as of the date of determination, shall be equal to the sum of (a) the dollar value of any cash and the market value of any investments in (i) the Reserve Fund and (ii) the Insurance Deductible Fund, plus (b) the appraised value (determined by a Member of the Appraisal Institute appraiser) of any real property included therein.

"Make-Whole Prepayment Price" has the meaning given to such term in Section 4.4(a) hereof.

"Manager" means the City Manager of the City.

"Moody's" means Moody's Investor Service and its successors and assigns.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Proceeds" means, (a) when used with respect to the Leased Property, "Net Proceeds from Insurance" or "Net Proceeds from Condemnation" as defined in the Financing Lease, or (b) when used with respect to the Parking Garage, the proceeds of the related insurance or condemnation award.

"Operations Center" means the operations center of the Trustee in St. Paul, Minnesota.

"Opinion of Counsel" means a written opinion of legal counsel, who may be counsel to the Trustee or the City.

"Outstanding" means all Certificates which have been executed and delivered, except:

(a) Certificates canceled or which shall have been surrendered to the Trustee for cancellation;

(b) Certificates in lieu of which other Certificates have been executed under Section 2.7 or 2.8 hereof;

(c) Certificates which have been prepaid as provided in Article IV hereof (including Certificates prepaid on payment of an amount less than the outstanding principal amount thereof and accrued interest thereon (if applicable) to the prepayment date as provided in Section 4.1(a), (d), or (e) hereof);

(d) Certificates which are due and for which the Trustee holds funds for the benefit of the Owner thereof pursuant to Section 3.7 hereof; and

(e) Certificates which are otherwise deemed discharged pursuant to Section 10.1 hereof.

"Owner" of a Certificate means the registered owner of any Certificate as shown in the registration records of the Trustee; provided, however, for purposes of establishing the Committee under Section 7.3 hereof, Owner shall mean the beneficial owners of the Certificates for so long as the Certificates are in book-entry form only.

"Parking Garage" has the meaning given to such term in the Financing Lease.

"Parking Garage Fund" means the special fund created by Section 6.11(a) hereof

"Permitted Encumbrances," when used with respect to the Leased Property, has the meaning set forth in the Financing Lease.

"Permitted Investments" means any security or other obligation that is a legal investment of funds of the City under NRS 355.170.

"Permitted Lien to Value Ratio" means the Lien to Value Ratio existing on the date of the execution and delivery of the 2009 Certificates. On the date of the execution and delivery of the 2009 Certificates, the value of the Trust Estate is $201,881,661.45.

"Person" means any natural person, firm, corporation, partnership, limited liability company, state, political subdivision of any state, other public body or other organization or association.

"Prepayment Option Price" is the price provided in Section 16.1 of the Financing Lease.

"Principal Account" means an account of the Certificate Fund created in Section 3.1(a) hereof.

"Project" means the building and site improvements described in the plans and specifications set forth in the Development Agreement, as such building and site improvements are modified pursuant to the Development Agreement.

"Project Contracts" means the Development Agreement and any other contracts for services or materials for the construction, acquisition, or installation of the Project, including, but not limited to, contracts for construction, engineering, and architectural services.

"Project Documents" means the following: (a) plans, drawings and specifications for the Project, including change orders, if any; (b) any necessary permits for the Project, including any building permits and certificates of occupancy; (c) the Project Contracts; (d) policies of title, casualty, public liability, property and workers' compensation insurance, or certificates thereof with respect to the Project; (e) performance and payment bonds with respect to the Project; and (f) any and all other documents executed by or furnished to the Lessor in connection with the Project.

"Qualified Surety Bond" means a surety bond issued by an insurance company rated in the highest rating category by the Rating Agencies.

"Rating Agencies" means, collectively, S&P, Moody's and Fitch.

"Rating Agency" means any of S&P, Moody's, or Fitch.

"Rebate Fund" means the special fund created pursuant to Section 3.4 hereof.

"Record Date" means, with respect to each Interest Payment Date, the fifteenth day of the month immediately preceding the month (whether or not a Business Day) in which the Interest Payment Date occurs.

"Requirement of Law" means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety matters.

"Reserve Fund" means the special fund created pursuant to Section 3.2 hereof.

"Reserve Fund Requirement" means:

(a) $1,377,000.00 with respect to the 2009A Certificates, which is equal to the least of (a) 10% of the proceeds of the 2009A Certificates, (b) the maximum annual principal and interest payable with respect to the 2009A Certificates, or (c) 125% of the average annual principal and interest payable with respect to the 2009A Certificates; and

(b) $17,079,707.77 with respect to the 2009B Certificates, which is equal to the least of (a) 10% of the proceeds of the 2009B Certificates, (b) the maximum annual principal and interest payable with respect to the 2009B Certificates, or (c) 125% of the average annual principal and interest payable with respect to the 2009B Certificates. When calculating the Reserve Fund Requirement for the 2009B Certificates, the BAB Credit shall not be subtracted from the interest due with respect to the 2009B Certificates.

For purposes of this definition of Reserve Fund Requirement, the term "proceeds" means the aggregate stated principal amount of such 2009 Certificates, unless there is more than a de minimis amount (as defined in Section 1.148-1(b) of the Regulations) of original issue discount or premium, in which case "proceeds" means issue price. If an account of the Reserve Fund secures Additional Certificates, the Reserve Fund Requirement with respect to such Additional Certificates shall be such amount as is set forth in the ordinance or indenture authorizing the execution and delivery of such Additional Certificates.

"Site" has the meaning given to such term in the Financing Lease.

"Site Owner" has the meaning ascribed to such term in the recitals hereof.

"Special Counsel" means (a) as of the date of the execution and delivery of the 2009 Certificates, Swendseid & Stern, a member of Sherman & Howard L.L.C., and (b) as of any other date, Swendseid & Stern, a member of Sherman & Howard L.L.C., or such other attorneys selected by the City whose opinions regarding the issuance or execution and delivery of municipal obligations are nationally accepted.

"Special Record Date" means a special date fixed to determine the names and addresses of Owners of Certificates for purposes of paying defaulted interest in accordance with Section 2.2 hereof.

"State" means the State of Nevada.

"Sub-Ground Lease" has the meaning ascribed to such term in the recitals hereof.

"Supplemental Indenture" means any indenture supplementing or amending this Indenture that is adopted pursuant to Article IX hereof.

"S&P" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc., and its successors and assigns.

"Tax Compliance Certificate" has the meaning ascribed to such term in Section 3.4(d) hereof.

"Trust Estate" means the property mortgaged, pledged and assigned to the Trustee pursuant to the granting clauses hereof and/or the Deed of Trust. The Trust Estate does not include the Rebate Fund or any escrow accounts established pursuant to Section 10.1 hereof.

"Trustee" means U.S. Bank National Association acting in the capacity of trustee pursuant hereto, and any successor thereto appointed hereunder.

"Trustee Representative" means any trust officer, assistant vice president, vice president or other authorized officer in the corporate trust department of the Trustee or such other representative as a duly authorized officer of the Trustee shall designate in writing.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND DELIVERY OF CERTIFICATES

2.1 Authorized Amount of Certificates. No Certificates may be executed and delivered hereunder except in accordance with this Article. The aggregate principal amount of Certificates that may be executed and delivered hereunder shall not be limited in amount.

2.2 Execution and Delivery of Certificates.

(a) The Certificates shall be sold, executed, and delivered hereunder for the purpose of paying the Costs of the Project.

(b) The Certificates shall be deliverable only as fully registered Certificates in Authorized Denominations. The Certificates shall be numbered in such manner as shall be determined by the Trustee.

(c) The principal of any Certificate shall be payable to the Owner thereof as shown on the registration records of the Trustee upon maturity or prior prepayment thereof and upon presentation and surrender at the Operations Center. Payment of interest with respect to the Certificates shall be made by check or draft of the Trustee mailed or, in the case of an Owner of $1,000,000 or more in aggregate principal amount of Certificates, by wire transfer of funds to a bank account designated by such Owner in written instructions to the Trustee, on or before each Interest Payment Date, to the Owner thereof at such Owner's address as it last appears on the registration records of the Trustee at the close of business on the Record Date. Any such interest not so timely paid shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Trustee to the Owners of the Certificates, not less than 10 days prior to the Special Record Date, by first-class mail to each such Owner as shown on the Trustee's registration records on a date selected by the Trustee, 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 Owner of any Certificate and the Trustee.

2.3 2009 Certificate Details.

(a) The 2009 Certificates evidence undivided interests in the right to receive certain revenues, shall be dated as of their date of delivery, and shall be executed and delivered in the aggregate principal amount of $13,770,000.00 for the 2009A Certificates and in the aggregate principal amount of $174,500,000.00 for the 2009B Certificates. The 2009 Certificates shall mature on the dates and in the amounts set forth below and shall evidence interest from their original dated date to maturity at the rates per annum shown below computed on the basis of a 360 day year of twelve 30 day months, payable on each Interest Payment Date; except that 2009 Certificates which are executed and delivered upon transfer, exchange or other replacement shall evidence interest at the rates per annum shown below from the most recent

Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the original dated date of the 2009 Certificates:

2009A Certificates

Maturity Date	Principal Amount	Interest Rate (Per Annum)
September 1, 2014	$ 15,000	4.00%
September 1, 2015	15,000	4.00
September 1, 2016	4,295,000	5.00
September 1, 2017	4,505,000	5.00
September 1, 2018	4,735,000	5.00
September 1, 2019	205,000	5.00

2009B Certificates

Maturity Date	Principal Amount	Interest Rate (Per Annum)
September 1, 2019	$ 4,765,000	6.084%
September 1, 2020	5,220,000	6.284
September 1, 2021	5,440,000	6.484
September 1, 2022	5,675,000	6.684
September 1, 2023	5,925,000	6.850
September 1, 2024	6,195,000	7.050
September 1, 2029	35,925,000	7.750
September 1, 2039	105,355,000	7.800

(b) The 2009A Certificates shall be executed and delivered in substantially the form set forth in Exhibit A hereto, and the 2009B Certificates shall be executed and delivered in substantially the form set forth in Exhibit B hereto, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the Trustee executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the 2009 Certificates and this Indenture are hereby approved and adopted as the covenants, statements, representations and agreements of the Trustee. Although attached as exhibits for the convenience of the reader, Exhibits A and B are an integral part of this Indenture and are incorporated herein as if set forth in full in the body of this Indenture.

2.4 Limited Obligations. Each Certificate shall represent an undivided interest in the right to receive Lease Revenues and shall be payable solely from the Trust Estate in accordance with, and subject to the terms of this Indenture. No provision of the Certificates, this Indenture, the Financing Lease, the Sub-Ground Lease, or the Development Agreement shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) requiring the City to make an appropriation; or (c) as a delegation of governmental powers by the City.

2.5 Execution of Certificates. The manual signature of a duly authorized signatory of the Trustee shall appear on each Certificate. Any Certificate shall be deemed to have been executed by a duly authorized signatory of the Trustee if signed by the Trustee, but it shall not be necessary that the same signatory sign all of the Certificates executed and delivered hereunder. If any signatory of the Trustee whose signature appears on a Certificate shall cease to be such official before delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained a duly authorized signatory of the Trustee until delivery.

2.6 Delivery of Certificates. Upon the execution and delivery of this Indenture, and, with respect to any Additional Certificates, the execution and delivery of any Supplemental Indenture relating to such Additional Certificates, the Trustee shall execute and deliver such Certificates to the Initial Purchasers thereof, as hereinafter in this Section provided:

(a) Prior to the delivery by the Trustee of any of such Certificates, there shall have been filed with the Trustee: (i) an originally executed counterpart of this Indenture and any Supplemental Indenture relating to such Certificates; (ii) certified copies of any other instruments to be executed and delivered by the Lessor in connection with such Certificates, which, in the case of the 2009 Certificates, shall include, but not be limited to, the Financing Lease, the Sub-Ground Lease, and the Development Agreement; and (iii) the title insurance policies or commitments required by Section 6.3 hereof.

(b) Thereupon, the Trustee shall deliver each series of 2009 Certificates to the Initial Purchaser, upon payment to the Trustee of the agreed purchase price thereof. The purchase price of the 2009A Certificates consists of the aggregate principal amount of the 2009A Certificates of $13,770,000.00, plus original issue premium of $1,116,496.25, less the Initial Purchaser's discount of $81,978.98. The purchase price of the 2009B Certificates consists of the aggregate principal amount of the 2009B Certificates of $174,500,000.00, less original issue discount of $3,702,922.35, less the Initial Purchaser's discount of $1,588,447.80.

(c) The net proceeds of the 2009A Certificates shall be deposited as follows:

(i) (A) $1,946,076.66, representing a portion of the interest to accrue with respect to the 2009A Certificates through and including December 1, 2012, shall be deposited into the 2009A Capitalized Interest Sub-account, and (B) $11,399,592.47, representing a portion of the interest to accrue with respect to the 2009B Certificates from June 1, 2011, through and including December 1, 2012, shall be deposited into the 2009B Capitalized Interest Sub-account.

(ii) $1,377,000.00 shall be deposited into the 2009A Reserve Account.

(iii) $81,848.14 shall be deposited into the 2009A Project Account to be used as further described in Section 3.3(c) hereof, in the Financing Lease, and in the Tax Certificate.

(d) The net proceeds of the 2009B Certificates shall be deposited as follows:

(i) $14,179,284.55 representing a portion of the interest to accrue with respect to the 2009B Certificates through and including June 1, 2011, shall be deposited into the 2009B Capitalized Interest Sub-account.

(ii) $17,079,707.77 shall be deposited into the 2009B Reserve Account.

(iii) $137,949,637.53 shall be deposited into the 2009B Project Account to be used as further described in Section 3.3(c) hereof, in the Financing Lease, and in the Tax Certificate.

2.7 Mutilated, Lost, Stolen or Destroyed Certificates. In the event that any Certificate is mutilated, lost, stolen, or destroyed, a new Certificate may be executed on behalf of the Trustee, of like date, maturity and principal amount, as applicable, as that mutilated, lost, stolen, or destroyed; provided that the Trustee shall have received such evidence, information or indemnity from the Owner of the Certificate as it may reasonably require, and provided further, in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to the Trustee. In the event that any such Certificate shall have matured, instead of issuing a duplicate Certificate, the Trustee may pay the same without surrender thereof. The Trustee may charge the Owner of the Certificate with its reasonable fees and expenses in this connection and require payment of such fees and expenses as a condition precedent to the delivery of a new Certificate.

2.8 Registration of Certificates; Persons Treated as Owners; Transfer and Exchange of Certificates.

(a) (i) Records for the registration and transfer of Certificates shall be kept by the Trustee, which is hereby appointed the registrar for the Certificates. The principal of and interest with respect to any Certificate shall be payable only to or upon the order of the Owner or such Owner's legal representative (except as otherwise herein provided with respect to Record Dates and Special Record Dates for the payment of interest). Upon surrender for transfer of any Certificate at the Operations Center, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney duly authorized in writing, the Trustee shall enter such transfer on the registration records and shall execute and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates in an Authorized Denomination and in a like aggregate principal amount and of the same series and maturity, bearing a number or numbers not previously assigned.

(ii) Fully registered Certificates may be exchanged at the Operations Center in Authorized Denominations and for an equal aggregate principal amount of fully registered Certificates of the same series and maturity. The Trustee shall execute and deliver Certificates which the Owner making the exchange is entitled to receive, bearing numbers not previously assigned.

(iii) The Trustee may require the payment, by the Owner of any Certificate requesting exchange or transfer, of any reasonable charges as well as any taxes,

transfer fees, or other governmental charges required to be paid with respect to such exchange or transfer.

(iv) The Trustee shall not be required to transfer or exchange (i) all or any portion of any Certificate during the period beginning at the opening of business 15 days before the day of the mailing by the Trustee of notice calling any Certificates for prior prepayment and ending at the close of business on the day of such mailing, or (ii) all or any portion of a Certificate after the mailing of notice calling such Certificate or any portion thereof for prior prepayment.

(b) Notwithstanding the foregoing provisions of subsection (a) hereof, the Certificates of each series shall initially be evidenced by one Certificate for each maturity of such Certificates in an Authorized Denomination and in the aggregate initial principal amount of such maturity. Such initially delivered Certificates shall be registered in the name of "Cede & Co." as nominee for DTC, the securities depository for the Certificates. The Certificates may not thereafter be transferred or exchanged except:

(i) to any successor of DTC or its nominee, which successor must be both a "clearing corporation" as defined in subsection 1(e)(3) of NRS Section 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(ii) the resignation of DTC or a successor or new depository under clause (i) or this clause (ii) of this subsection (b), or a determination by the Trustee that DTC or such successor or new depository is no longer able to carry out its functions, and the designation by the Trustee of another depository institution acceptable to the Trustee and to the depository then holding the Certificates, which new depository institution must be both a "clearing corporation" as defined in subsection 3 of NRS Section 104.8102 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of DTC or such successor or new depository; or

(iii) upon the resignation of DTC or a successor or new depository under clause (i) or clause (ii) of this subsection (b), or a determination of the Trustee that DTC or such successor or new depository is no longer able to carry out its functions, and the failure by the Trustee, after reasonable investigation, to locate another qualified depository institution under clause (ii) to carry out such depository functions.

(c) In the case of a transfer to a successor of DTC or its nominee as referred to in clause (i) of subsection (b) hereof or designation of a new depository pursuant to clause (ii) of subsection (b) hereof, upon receipt of the Certificates by the Trustee, together with written instructions for transfer satisfactory to the Trustee, a new Certificate for each maturity of each series of the Certificates then Outstanding shall be executed and delivered to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (iii) of subsection (b) hereof and the failure after reasonable investigation to locate another qualified depository institution for the Certificates as provided in clause (iii) of subsection (b) hereof, and upon receipt of the Certificates by the Trustee, together with written instructions for transfer

satisfactory to the Trustee, new Certificates shall be executed and delivered in Authorized Denominations, as provided in and subject to the limitations of Section 2.2 hereof, registered in the names of such Persons, and in such Authorized Denominations as are requested in such written transfer instructions; however, the Trustee shall not be required to deliver such new Certificates within a period of less than 60 days from the date of receipt of such written transfer instructions.

(d) Except as otherwise provided herein with respect to Record Dates and Special Record Dates for the payment of interest, the Person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal amount of or interest with respect to any Certificate shall be made only to or upon the written order of the Owner thereof or such Owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

2.9 Cancellation of Certificates. Whenever any Outstanding Certificates shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment thereof or for or after replacement pursuant to Section 2.7 or 2.8 hereof, such Certificates shall be promptly cancelled by the Trustee.

2.10 Execution and Delivery of Additional Certificates.

(a) So long as the Lease Term shall remain in effect and no Event of Non-appropriation under the Financing Lease, no Event of Default under the Financing Lease, and no Event of Default hereunder shall have occurred, one or more issues of Additional Certificates may be executed and delivered upon the terms and conditions provided in this Section. The maturity dates for such Additional Certificates shall be the same date of the month as the maturity date of the 2009 Certificates and the Interest Payment Dates for such Additional Certificates shall be March 1 and September 1 of the years set forth in the Supplemental Indenture relating to such Additional Certificates. Additional Certificates may be executed and delivered to provide funds to pay either or both of the following: (i) Costs of the Project in excess of the amount available therefor in the Construction Fund pursuant to Section 3.3 hereof; provided the execution and delivery of such Additional Certificates does not, after taking the principal amount of such Additional Certificates into account, cause the Lien to Value Ratio to exceed the Permitted Lien to Value Ratio; and (ii) the costs of refunding any portion of the Outstanding Certificates; provided (A) the execution and delivery of Additional Certificates under (ii) above shall not, after taking the execution and delivery of such Additional Certificates into account, result in an increase in the gross principal and interest payable with respect to the Outstanding Certificates in any year in which Certificates other than such Additional Certificates remain Outstanding.

(b) Additional Certificates may be executed and delivered only in accordance with subsection (a) of this Section and only upon there being furnished to the Trustee:

(i) Originally executed counterparts of a Supplemental Indenture expressly providing that, for all of the purposes hereof, the Leased Property shall include any

property being financed by the Additional Certificates, and that the Certificates shall mean and include the Additional Certificates being executed and delivered as well as any Certificates and Additional Certificates theretofore executed and delivered, except that the series description of the Additional Certificates, the date or dates of the Additional Certificates, the maturity dates and Interest Payment Dates for the Additional Certificates, the rate or rates of interest with respect to the Additional Certificates, and provisions for the prepayment thereof, if any, all may be as provided in the Supplemental Indenture rather than as provided in this Indenture.

(ii) Originally executed counterparts of a supplement to the Deed of Trust or an additional deed of trust evidencing the addition of such property to the Trust Estate, if any, as is necessary to assure that the Lien to Value Ratio does not exceed the Permitted Lien to Value Ratio.

(iii) The addition to the Trust Estate of an assignment of the Lease Revenues, if any, derived from the proceeds of such Additional Certificates.

(iv) A written opinion of Special Counsel to the effect that the execution and delivery of the Additional Certificates have been duly authorized, that all conditions precedent to the delivery thereof have been fulfilled, that the execution and delivery of Additional Certificates will not adversely affect the exclusion from gross income for federal income tax purposes of interest with respect to any 2009A Certificate or disqualify any 2009B Certificate as a Build America Bond under Section 54AA of the Code, and that the sale, execution and delivery of the Additional Certificates will not constitute an Event of Default under this Indenture or the Financing Lease nor cause any violation of the covenants or representations herein or in the Financing Lease.

(v) A commitment or commitments or other evidence that the amount of the title insurance policy or policies required by Section 6.3 hereof will be increased, if necessary, to reflect the amount of the Additional Certificates and all other Outstanding Certificates.

(vi) Proceeds of such Additional Certificates or other legally available funds of the City for deposit into the appropriate account within the Reserve Fund, or other substitution for the cash deposit as described in Section 3.2(b) hereof, in an amount, if any, necessary to increase the amount on deposit in the appropriate account within the Reserve Fund to the applicable Reserve Fund Requirement.

(vii) A certificate from the City Representative certifying that there are expected to be available sufficient revenues from year to year to pay the principal of and interest with respect to the Additional Certificates and all other Outstanding Certificates when due.

(viii) Evidence that (A) the Additional Certificates will be rated by each Rating Agency which has a current rating on the Certificates at least as high as the highest rated Certificates then Outstanding (or, if any Outstanding Certificates are insured, at least as high as the highest rating on the Certificates then Outstanding without regard to such insurance) and (B) the execution and delivery of the Additional Certificates will not result in a withdrawal or reduction of any rating on any other Outstanding Certificates; provided, however, that this

paragraph shall not apply to the execution and delivery of Additional Certificates executed and delivered for the purpose of completing the Project under the terms and conditions described in Section 2.10(a)(i) hereof.

(ix) A written order to the Trustee by the City to deliver the Additional Certificates to the Initial Purchaser thereof upon payment to the Trustee of a specified sum plus accrued interest.

(c) Each of the Additional Certificates executed and delivered pursuant to this Section shall be proportionately and ratably secured with the Certificates originally executed and delivered and all other issues of Additional Certificates, if any, executed and delivered pursuant to this Section, without preference, priority, or distinction of any Certificates or Additional Certificates over any other except as to any separate account of the Reserve Fund established for a particular series of Certificates which shall be exclusively for the benefit of that series of Certificates.

2.11 Negotiability. Subject to the registration provisions hereof, the Certificates shall be fully negotiable and shall have all of the qualities of negotiable paper, and the 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 with respect to the Certificates shall be paid, and the Certificates shall be transferable, free from and without regard to any equities, set-offs or cross-claims between or among the City, the Lessor, the Trustee, and the original or any intermediate owner of any Certificates.

ARTICLE III

FUNDS AND ACCOUNTS

3.1 Certificate Fund.

(a) Creation of the Certificate Fund. A special fund is hereby created and established with the Trustee to be designated as the "City of Las Vegas, Nevada, City Hall Certificates of Participation, Certificate Fund" (the "Certificate Fund") and, within such fund, the "Interest Account" and the "Principal Account." There are also hereby created within the Interest Account two separate sub-accounts to be designated as (i) the "2009A Capitalized Interest Sub-account," and (ii) the "2009B Capitalized Interest Sub-account." The Trustee may establish such additional accounts within the Certificate Fund or such sub-accounts within any of the existing or any future accounts of the Certificate Fund as may be necessary or desirable.

(b) Payments into the Interest Account. There shall be deposited into the Interest Account (i) that portion of each payment of Base Rent made by the City that is designated and paid as the interest component thereof under Exhibit C to the Financing Lease; (ii) any portion of the Reserve Fund to be deposited into the Interest Account as provided in Section 3.2(d) hereof, provided that amounts transferred to the Certificate Fund from a particular account of the Reserve Fund shall be applied only to the payment of the corresponding series of 2009 Certificates or Additional Certificates; (iii) any moneys transferred to the Interest Account from the 2009A Project Account pursuant to Section 3.3(c)(i)(A)(1) hereof, provided that amounts transferred to the Certificate Fund from the 2009A Project Account shall be applied only to the payment of the 2009A Certificates; (iv) the BAB Credit, as and when received by the Trustee, which shall be used exclusively to pay interest with respect to the 2009B Certificates; and (iv) all other moneys received by the Trustee under this Indenture accompanied by directions from the City that such moneys are to be deposited into the Interest Account. Proceeds of the 2009A Certificates in the amount described in Section 2.6(c)(i)(A) hereof shall be deposited into the 2009A Capitalized Interest Sub-account and be used exclusively to pay interest with respect to the 2009A Certificates; proceeds of the 2009A Certificates in the amount described in Section 2.6(c)(i)(B) hereof shall be deposited into the 2009B Capitalized Interest Sub-account and be used exclusively to pay interest with respect to the 2009B Certificates; and proceeds of the 2009B Certificates in the amount described in Section 2.6(d)(i) hereof shall be deposited into the 2009B Capitalized Interest Sub-account and be used exclusively to pay interest with respect to the 2009B Certificates.

(c) Payments into the Principal Account. There shall be deposited into the Principal Account: (i) that portion of each payment of Base Rent made by the City which is designated and paid as the principal component thereof under Exhibit C to the Financing Lease, as it may be amended; (ii) any portion of the Reserve Fund to be deposited into the Principal Account, as provided in Section 3.2(d) hereof, provided that amounts transferred to the Certificate Fund from a particular account of the Reserve Fund shall be applied only to the payment of the corresponding series of 2009 Certificates or Additional Certificates; (iii) any moneys transferred to the Principal Account from the 2009A Project Account pursuant to Section 3.3(c)(i)(A)(1) hereof, provided that amounts transferred to the Certificate Fund from the 2009A Project Account shall be applied only to the payment of the 2009A Certificates; and (iv)

all other moneys received by the Trustee under this Indenture accompanied by directions from the City that such moneys are to be deposited into the Principal Account.

(d) Use of Moneys in the Certificate Fund. Subject to the restrictions contained in Section 3.1(b) and (c) hereof with respect to certain funds, moneys in the Interest Account shall be used solely for the pro rata payment of interest with respect to each series of Certificates and moneys in the Principal Account shall be used solely for the pro rata payment of principal with respect to each series of Certificates; provided that the Prepayment Option Price and any other moneys transferred to the Certificate Fund with specific instructions from the City that such moneys be used to pay the prepayment price of Certificates shall be used solely to pay the prepayment price of Certificates; and provided further that all moneys in the Certificate Fund shall be available to pay the prepayment price of Certificates in connection with a prepayment of all of the Certificates and to pay the principal of and interest with respect to any Certificates following an Event of Default or Event of Non-appropriation. Notwithstanding anything contained herein to the contrary, monies in the Certificate Fund shall be used, first, to pay interest with respect to the Certificates and, second, to pay principal with respect to the Certificates.

3.2 Reserve Fund.

(a) Creation of the Reserve Fund. A special fund is hereby created and established with the Trustee to be designated the "City of Las Vegas, Nevada, City Hall Certificates of Participation, Reserve Fund" (the "Reserve Fund"), and within such fund the "2009A Reserve Account" and the "2009B Reserve Account." The Trustee shall establish separate accounts for each series of Additional Certificates.

(b) Deposits into Reserve Fund. There shall be deposited into the appropriate account of the Reserve Fund: (i) upon the execution and delivery of each series of Certificates, an amount sufficient to establish the Reserve Fund Requirement for such series of Certificates from proceeds of such series of Certificates or other available moneys of the City, which for the 2009A Certificates shall be the amount described in Section 2.6(c)(ii) hereof, and for the 2009B Certificates shall be the amount described in Section 2.6(d)(ii) hereof; (ii) all amounts paid by the City pursuant to subsection (e) of this Section; and (iii) all other moneys delivered to the Trustee that are accompanied by instructions from the City to deposit the same into the Reserve Fund. Nothing in this Indenture shall be construed as limiting the right of the City to augment the Reserve Fund or any account thereof with any other moneys which are legally available for payment of the principal of and interest with respect to the Certificates or, subject to Section 5.1 hereof, to substitute for the cash deposit required to be maintained hereunder a Qualified Surety Bond to insure that cash in the amount otherwise required to be maintained hereunder will be available as needed.

(c) Use of Investment Earnings on Moneys in the Reserve Fund.

(i) Subject to Section 5.2 hereof, income derived from the investment of moneys in the 2009A Reserve Account: (A) shall be retained in such account to the extent the amount therein is less than the Reserve Fund Requirement therefor; (B) shall be used as provided in subsections (d)(i) to (iv) of this Section to the extent required thereunder; (C) shall, to the

extent required by Section 3.4(e) hereof, be deposited into the 2009A Rebate Account; and (D) to the extent not required to be used as provided in clause (A), (B) or (C), may, at the option and direction of the City, be (1) transferred to the Certificate Fund to pay the principal of or interest with respect to the corresponding series of 2009 Certificates; (2) used to pay fees and expenses of the Trustee; (3) used to defease the corresponding series of 2009 Certificates pursuant to Section 10.1 hereof; or (4) used for any combination of (A), (B), or (C). On or March 1, 2013, amounts applied pursuant to clause (D) of the preceding sentence shall be transferred to the Certificate Fund to pay the principal of or interest with respect to the corresponding series of 2009 Certificates. On and after March 1, 2013, amounts applied pursuant to clause (D) of the first sentence of this paragraph shall be transferred to the Certificate Fund to pay the principal of or interest with respect to the corresponding series of 2009 Certificates unless the City directs such funds to be applied for any other purpose permitted by such clause (D).

(ii) Subject to Section 5.2 hereof, income derived from investment of moneys in the 2009B Reserve Account: (A) shall be retained in such account to the extent the amount therein is less than the Reserve Fund Requirement therefor; (B) shall be used as provided in subsections (d)(i) to (iv) of this Section to the extent required thereunder; (C) shall, to the extent required by Section 3.4(e), be deposited into the 2009B Rebate Account; and (D) to the extent not required to be used as provided in clause (A), (B), or (C) shall be (1) transferred to the Certificate Fund to pay the principal of or interest with respect to the 2009B Certificates; (2) used to defease the 2009B Certificates pursuant to Section 10.1 hereof; or (3) used for any combination of (A) or (B). On and after March 1, 2013, amounts applied pursuant to clause (C) of the preceding sentence shall be transferred to the Certificate Fund to pay the principal of or interest with respect to the corresponding series of 2009 Certificates. After March 1, 2013, amounts applied pursuant to clause (C) of the first sentence of this paragraph shall be transferred to the Certificate Fund to pay the principal of or interest with respect to the corresponding series of 2009 Certificates unless the City directs such funds to be applied for any other purpose permitted by such clause (C).

(d) Use of Moneys in the Reserve Fund. Moneys held in each account within the Reserve Fund shall be applied to any of the following purposes; provided, however, that each such purpose relates only to the series of 2009 Certificates or Additional Certificates for which a deposit to the Reserve Fund was required pursuant to this Indenture or the Supplemental Indenture relating to such Certificates and to no other issue of Certificates:

(i) To the payment of the principal of and interest with respect to the Certificates when due, to the extent of any deficiency in the Certificate Fund for such purpose;

(ii) Upon the occurrence of an Event of Non-appropriation or an Event of Default under the Financing Lease or an Event of Default hereunder, at the option of the Trustee, with the consent of the Committee, to the payment of any cost or expense necessary to preserve or protect the Leased Property or the interest of the Trustee or the Owners therein, or necessary to make any repairs or modifications to the Leased Property in preparation for sale or other disposition thereof;

(iii) Except to the extent applied pursuant to clause (ii) of this subsection, upon the expiration of the Lease Term by reason of the occurrence of an Event of

Non-appropriation or upon the termination of the Lease Term by reason of the occurrence of an Event of Default thereunder, proportionately to the prepayment of the Certificates then Outstanding and the payment of interest with respect thereto;

(iv) In the event the Certificates are defeased in full pursuant to Section 10.1 hereof, to the defeasance escrow if so directed by the City; or

(v) To the extent the amount therein exceeds the Reserve Fund Requirement, as provided in Section 3.2(c)(i) or (ii) hereof as applicable.

Notwithstanding any other provisions in this Indenture to the contrary, moneys on deposit in the 2009B Reserve Account shall only be used to pay the principal of and interest with respect to the 2009B Certificates to the extent of any deficiency in the Certificate Fund, to pay rebate on the 2009B Certificates, or to defease the 2009B Certificates, unless the Trustee receives an opinion of Special Counsel that any other use of moneys on deposit in the 2009B Reserve Account will not disqualify the 2009B Certificates as Build America Bonds under Section 54AA of the Code.

(e) Payments by the City. If, for any reason, the amount on deposit in any account of the Reserve Fund is less than the Reserve Fund Requirement for the corresponding series of Certificates, the City shall pay as Additional Rent or Base Rent, as the case may be, to the Trustee all amounts required to restore the amount on deposit in such account to the Reserve Fund Requirement as follows: (i) if the deficiency is as a result of a semi-annual valuation of the Reserve Fund, the deficiency shall be restored in three equal monthly installments prior to the next succeeding valuation date and (ii) if the deficiency occurs for any other reason, the deficiency shall be restored in 12 equal monthly installments commencing immediately following the determination that a deficiency exists. Payment of moneys by the City under this subsection (e), (as well as all other payments by the City) is subject to Section 2.4 hereof.

3.3 Construction Fund.

(a) Creation of the Construction Fund. A special fund is hereby created and established with the Trustee to be designated the "City of Las Vegas, Nevada, City Hall Certificates of Participation, Construction Fund" (the "Construction Fund"), and within such fund the "2009A Project Account" and the "2009B Project Account." The Trustee may establish such additional accounts within the Construction Fund or such sub-accounts within any of the existing or any future accounts of the Construction Fund as may be necessary or desirable.

(b) Deposits into the Construction Fund. Deposits to the 2009A Project Account and the 2009B Project Account shall be made from the net proceeds of the 2009 Certificates, as applicable, in the amounts described in Sections 2.6(c)(iii) and 2.6(d)(iii) hereof.

(c) Use of Moneys in the Construction Fund.

(i) So long as no Event of Default shall have occurred hereunder or under the Financing Lease, moneys held in the 2009A Project Account and the 2009B Project Account shall be disbursed by the Trustee to the City, the Lessor, or as otherwise set forth in the requisition form described below, as applicable, under the Development Agreement to pay Costs

of the Project within three Business Days of receipt of a requisition signed by the City Representative and the Lessor Representative in substantially the form attached hereto as Exhibit D. Except for the payment required by Section 9.1 of the Development Agreement, which shall be paid from monies in the 2009A Project Account (and returned to the 2009A Project Account in the event of any overpayment pursuant to Section 9.1 of the Development Agreement), moneys in the 2009B Project Account shall be expended in their entirety before monies in the 2009A Project Account are expended. If an Event of Default shall have occurred hereunder or under the Financing Lease, the Trustee, at the direction of the Committee, shall, either disburse moneys held in the 2009A Project Account or the 2009B Project Account as provided in the preceding sentence or apply such moneys as provided in Article VII hereof. Upon the receipt by the Trustee of a certificate in the form set forth in Exhibit E executed by the City and the Lessor as to the completion of the Project (referred to herein as the "Completion Date"), the remaining proceeds of the Certificates executed and delivered to finance the Project, and any earnings thereon then held in any Project Account, minus any amount estimated by the City Representative and the Lessor Representative to be necessary to pay Costs of the Project, shall be applied by the Trustee as follows: (A) with respect to the remaining moneys in the 2009A Project Account, (1) to the Certificate Fund to be used for the payment of the 2009A Certificates or, (2) at the direction of the City, to the Lessor to make improvements or additions to the Leased Property or for the acquisition of additional property that will be leased to the City, or any combination thereof, as the City may determine and direct; and (B) with respect to the remaining moneys in the 2009B Project Account, to the Lessor (or its designee) to make improvements or additions to the Leased Property or for the acquisition of additional property that will be leased to the City, or any combination thereof, as the City may determine and direct. All property acquired and all improvements made with any moneys disbursed from any Project Account shall become a part of the Leased Property.

(ii) Investment earnings on moneys in the 2009A Project Account shall be deposited into the 2009A Rebate Account as provided in Section 3.4(e) hereof and, to the extent not needed therefor, shall remain in the 2009A Project Account and be used as provided in subsection (c)(i) of this Section. Investment earnings on moneys in the 2009B Project Account shall remain in the 2009B Project Account and be used as provided in subsection (c)(i) of this Section.

(iii) Notwithstanding anything contained in this Indenture to the contrary, monies in the 2009B Project Account may only be used to pay for capital expenditures. Any moneys remaining in the 2009B Project Account on the Completion Date shall be used by the City to pay for capital expenditures of the City, unless the City obtains an opinion of Special Counsel that any such excess moneys may be applied to other purposes without disqualifying the 2009B Certificates as Build America Bonds under Section 54AA of the Code and the City directs the Trustee to apply such monies for such purpose.

3.4 Rebate Fund.

(a) Creation of the Rebate Fund. A special fund is hereby created and established with the Trustee to be designated the "City of Las Vegas, Nevada, City Hall Certificates of Participation, Rebate Fund" (the "Rebate Fund"), and within such fund the "2009A Rebate Account" and the "2009B Rebate Account." The 2009A Rebate Account shall

relate to the 2009A Certificates, and the 2009B Rebate Account shall relate to the 2009B Certificates.

(b) Deposits into the Rebate Fund.

(i) There shall be deposited into the 2009A Rebate Account (A) any moneys transferred to the Rebate Fund from the 2009A Reserve Account pursuant to Section 3.2(c)(i)(C) hereof, (B) any moneys transferred from the 2009A Project Account pursuant to Section 3.3(c)(ii) hereof; and (C) all other moneys delivered to the Trustee by the City or any other Person that are accompanied by instructions to deposit the same into the 2009A Rebate Account, including any payments made by the City pursuant to Section 3.4(e) hereof.

(ii) There shall be deposited into the 2009B Rebate Account (A) any moneys transferred to the Rebate Fund from the 2009B Reserve Account pursuant to Section 3.2(c)(ii)(C); and (B) all other moneys delivered to the Trustee by the City or any other Person that are accompanied by instructions to deposit the same into the 2009B Rebate Account, including any payments made by the City pursuant to Section 3.4(e) hereof.

(c) Use of Moneys in the Rebate Fund. Not later than 60 days after December 17, 2014, and every five years thereafter, the Trustee, on behalf of and at the direction of the City, shall pay to the United States of America 90% of the amount required, if any, to be on deposit in each account of the Rebate Fund as of such payment date. No later than 60 days after the final retirement of the corresponding Certificates, the Trustee, on behalf of and at the direction of the City, shall pay to the United States of America 100% of the amount required, if any, to be on deposit in the corresponding account of the Rebate Fund which shall remain in effect for such period of time as is necessary for such final payment to be made. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255, or such successor address as announced by the Internal Revenue Service from time-to-time. Each payment shall be accompanied by a copy of the Internal Revenue Form 8038-T and a statement summarizing the determination of the amount to be paid to the United States of America provided to the Trustee by the City. The City reserves the right, in all events, to pursue such remedies and procedures as are available in order to assert any claim of overpayment of any rebated amounts.

(d) Administration of Rebate Fund. The City shall make or cause to be made all required rebate calculations annually on or before August 15 of each year with respect to the preceding Fiscal Year, and notify the Trustee of the resulting rebate amount so as to provide the information required to transfer moneys to the corresponding accounts of the Rebate Fund pursuant to subsection (b) of this Section. The Trustee shall make deposits to and disbursements from the various accounts in the Rebate Fund in accordance with the corresponding Investment Instructions to be delivered by the City (the "Investment Instructions"), subject to the requirements of the corresponding Tax Compliance Certificate (the "Tax Compliance Certificate"). The Trustee shall invest the monies in the accounts in the Rebate Fund pursuant to the corresponding Investment Instructions and shall deposit income from said investments immediately upon receipt thereof in the corresponding account of the Rebate Fund, all as set forth in the corresponding Investment Instructions. The Investment Instructions for any account of the Rebate Fund may be superseded or amended by new Investment Instructions drafted by

and accompanied by an opinion of Special Counsel addressed to the Trustee to the effect that the use of said new Investment Instructions will not cause the interest with respect to the corresponding Certificates to be includable in the gross income of the recipients thereof for purposes of federal income taxation or cause the corresponding Certificates to be disqualified as Build America Bonds under Section 54AA of the Code. The City may employ, at its expense, a designated agent to calculate the amount of deposits to and disbursements from the accounts in the Rebate Fund based upon information furnished by the Trustee. If a withdrawal from an account of the Rebate Fund is permitted as a result of the computation described in the corresponding Investment Instructions, the amount withdrawn shall be deposited in the Certificate Fund. Records of the determinations required by this Section and the Investment Instructions for each account of the Rebate Fund must be retained by the Trustee until six years after the final retirement of the corresponding Certificates.

(e) Payments by the City. The City agrees that while the Financing Lease is in effect, if, for any reason, the amount on deposit in any account of the Rebate Fund as of June 30 of any year, is less than the amount that would be required to be paid to the United States of America if the corresponding Certificates were retired as of that date, either (i) the City will pay to the Trustee the amount required to make such payment on such date, or (ii) (A) with respect to the 2009A Certificates, (1) amounts derived from earnings on amounts in the 2009A Reserve Account, to the extent such funds are not needed to maintain the Reserve Fund Requirement for the 2009A Certificates, or (2) amounts derived from earnings on amounts in the 2009A Project Account to make such payment, will be deposited into the 2009A Rebate Account, and (B) with respect to the 2009B Certificates, amounts derived from earnings on amounts in the 2009B Reserve Account, to the extent such funds are not needed to maintain the Reserve Fund Requirement for the 2009B Certificates, will be deposited into the 2009B Rebate Account.

3.5 Insurance Deductible Fund.

(a) Creation of the Insurance Deductible Fund. A special fund is hereby created and established with the Trustee to be designated the "City of Las Vegas, Nevada, City Hall Certificates of Participation, Insurance Deductible Fund" (the "Insurance Deductible Fund"). Subject to the further provisions of this Section 3.5, such monies shall be applied as needed toward the deductible for the insurance required by Section 8.3(a) of the Financing Lease.

(b) Deposits into the Insurance Deductible Fund. On the date of execution and delivery of the 2009 Certificates, the City shall deposit the sum of $229,800 into the Insurance Deductible Fund. The Trustee shall also deposit into the Insurance Deductible Fund any payments received by the City pursuant to Section 8.3(f) of the Financing Lease.

(c) Use of Moneys in the Insurance Deductible Fund.

(i) In the event of any damage to or destruction of the Project, the Trustee, upon direction of the City, shall either apply the moneys in the Insurance Deductible Fund to any costs related to the repair or restoration of the Project or send the monies directly to the insurer if that is how such funds are required to be applied by the applicable insurance policy or policies.

(ii) Notwithstanding Section 3.5(c)(i) hereof, if a portion of the Project is damaged or destroyed, and if an Event of Non-appropriation under the Financing Lease, an Event of Default under the Financing Lease, or an Event of Default hereunder shall have occurred, the Trustee, at the direction of the Committee, shall (A) either apply the monies in the Insurance Deductible Fund to any costs related to the repair or restoration of the Project or send the monies directly to the insurer if that is how such funds are required to be applied by the applicable insurance policy or policies, or (B) apply such moneys in any manner permitted by Section 7.2 hereof.

(iii) Upon the expenditure by the Trustee, at the direction of the City, of an amount equivalent to the then-current deductible on the insurance required by Section 8.3(a) of the Financing Lease on any costs related to the repair or restoration of the Project (or directly to the insurer if that is how such funds are required to be applied by the applicable insurance policy or policies), the Trustee shall be entitled to receive, and shall receive, the Net Proceeds and shall apply such Net Proceeds as required by this Indenture.

3.6 Nonpresentment of Certificates. In the event any Certificate shall not be presented for payment when due, if funds sufficient to pay such Certificate shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to such Certificate. Funds so held but unclaimed by an Owner shall be delivered to the City after the expiration of five years or, upon receipt by the Trustee of an opinion of Special Counsel that such funds may be released to the City on such earlier date, on any earlier date designated by the City.

3.7 Moneys to be Held in Trust. The Certificate Fund, the Construction Fund, the Reserve Fund and any other fund or account created hereunder (except the Rebate Fund) shall be held by the Trustee, for the benefit of the Owners as specified in the Indenture, subject to the terms of this Indenture, the Financing Lease and the Development Agreement. Any escrow account established pursuant to Section 10.1 hereof shall be held for the benefit of the Owners of the Certificates to be paid therefrom as provided in the applicable escrow agreement.

3.8 Repayment to the City from the Trustee. After payment in full of the principal of and interest with respect to the Certificates, all rebate payments due to the United States of America, the fees and expenses of the Trustee and all other amounts required to be paid hereunder, any remaining amounts held by the Trustee pursuant hereto shall be paid to the City.

ARTICLE IV

PREPAYMENT OF CERTIFICATES

4.1 Extraordinary Mandatory Prepayment.

(a) Condemnation; Loss of Title - All or Substantially All of Leased Property.

(i) In the event "all or substantially all" (defined below in Section 4.1 (c) hereof) of the Leased Property is condemned or title to or the use of "all or substantially all" of the Leased Property is lost by reason of a defect in title thereto, the Certificates shall be prepaid in whole (subject to the availability of funds as further described in this Section 4.1(a)) on the earliest practicable date selected by the Trustee at a prepayment price equal to the principal amount thereof, plus accrued interest with respect thereto to the prepayment date, from the Net Proceeds received from the related condemnation award or title insurance policy and, subject to Section 4.11 hereof, any other moneys legally available to the Trustee under the Financing Lease, this Indenture, or the Deed of Trust (as described in the following sentence). Upon the occurrence of an event described in the preceding sentence, the Trustee may pursue any available remedies under the Deed of Trust as though an Event of Default had occurred hereunder and apply the proceeds received from such remedies in accordance with this Section 4.1(a).

(ii) If the Net Proceeds resulting from such condemnation or title defect, together with any moneys available under the Financing Lease, this Indenture (subject to Section 4.11 hereof), or the Deed of Trust are insufficient to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such Net Proceeds and other moneys shall be applied to the proportionate payment of the principal of each Certificate and accrued interest with respect thereto to the prepayment date according to the proportion that the principal of each Certificate and accrued interest with respect thereto to the prepayment date bears to the total principal of all Outstanding Certificates and accrued interest with respect thereto to the prepayment date. In the event that such Net Proceeds and other moneys are in excess of the amount required to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such excess moneys shall be paid to the City as an overpayment of the Prepayment Option Price (as defined in the Financing Lease). Prior to any distribution of the Net Proceeds and other moneys described in this Section 4.1(a), the Trustee shall be entitled to payment of its reasonable and customary fees and expenses, including attorneys' fees, incurred hereunder.

(iii) IF THE CERTIFICATES ARE PREPAID PURSUANT TO THIS SECTION 4.1(a) FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED WITH RESPECT THERETO TO THE PREPAYMENT DATE, SUCH PARTIAL PREPAYMENT SHALL BE DEEMED TO CONSTITUTE A PREPAYMENT IN WHOLE OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PREPAYMENT NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

(b) Condemnation; Loss of Title - Less than All or Substantially All of Leased Property. In the event less than "all or substantially all" of the Leased Property is condemned or title to or the use of "all or substantially all" of the Leased Property is impaired by reason of a defect in title thereto, the Trustee shall call, subject to Section 4.12 hereof and only to the extent of the Net Proceeds, a pro rata portion of the principal amount of each maturity of each series of the Certificates (in accordance with the following sentence) for partial extraordinary mandatory prepayment on the earliest practicable date selected by the Trustee, at a prepayment price equal to 100% of the principal amount prepaid plus interest accrued with respect thereto to the prepayment date. The Net Proceeds and any other moneys applied pursuant to this Section 4.1(b) shall be allocated proportionately among the principal amount of each maturity of each series of the Certificates according to the proportion the principal amount of such maturity of such series of the Certificates bears to the total principal amount of Outstanding Certificates, plus interest accrued with respect thereto to the prepayment date.

(c) Definition of "All or Substantially All;" Notice of Initiation of Proceedings. For purposes of Section 4.1(a) and (b) hereof, "all or substantially all" of the Leased Property means such portion of the Leased Property as is necessary, in the reasonable opinion of the City, to construct and/or operate its City Hall as contemplated in the Project Documents. The City shall notify the Trustee in writing within 60 days of the initiation of any proceeding that could result in the loss of title to any portion of the Leased Property whether the portion of the Leased Property proposed to be taken in such proceeding constitutes "all or substantially all" of the Leased Property or only a portion of the Leased Property.

(d) Non-appropriation; Event of Default.

(i) If an Event of Non-appropriation under the Financing Lease, an Event of Default under the Financing Lease, or an Event of Default hereunder occurs, the Certificates may be prepaid in whole (subject to the availability of funds as further described in this Section 4.1(d)) on the earliest practicable date selected by the Trustee, at a prepayment price equal to the principal amount thereof plus interest accrued with respect thereto to the prepayment date.

(ii) Upon the occurrence of any event described in Section 4.1(d)(i) hereof, the Trustee shall, at the direction of the Committee, and upon indemnification as to fees, costs and expenses, exercise all or any combination of the remedies provided in the Financing Lease, this Indenture, or the Deed of Trust (as described in the following sentence) and the Certificates shall be prepaid by the Trustee from the moneys resulting from the exercise of such remedies and, subject to Section 4.11 hereof, all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates. Upon the occurrence of any event described in Section 4.1(d)(i) hereof, the Trustee may pursue any available remedies under the Deed of Trust as though an Event of Default had occurred hereunder and apply the proceeds received from such remedies in accordance with this Section 4.1(d).

(iii) If the moneys resulting from the exercise of all remedies and any other moneys are insufficient to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such Net Proceeds and other moneys shall be applied to the proportionate payment of the principal of each Certificate

and accrued interest with respect thereto to the prepayment date according to the proportion the principal of each Certificate and accrued interest with respect thereto to the prepayment date bears to the total principal of all Outstanding Certificates and accrued interest with respect thereto to the prepayment date. In the event that such Net Proceeds resulting from the exercise of such remedies and other moneys are in excess of the amount required to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such excess moneys shall be paid to the City as an overpayment of the Prepayment Option Price. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee shall be entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such remedies and other moneys.

(iv) IF THE CERTIFICATES ARE PREPAID PURSUANT TO THIS SECTION 4.1(d) FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED WITH RESPECT THERETO TO THE PREPAYMENT DATE, SUCH PARTIAL PREPAYMENT SHALL BE DEEMED TO CONSTITUTE A PREPAYMENT IN WHOLE OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

(e) Non-appropriation; Other Mandatory Prepayment.

(i) If the Leased Property is destroyed or damaged in whole or in part by fire or other casualty and (A) the Net Proceeds, together with the monies in the Insurance Deductible Fund, are insufficient to pay in full the cost of repairing or replacing the Leased Property and (B) the City, within 60 days of such occurrence, fails to appropriate moneys sufficient to cover such deficiency, the Certificates shall, subject to Section 4.1(e)(iv) hereof, be prepaid in whole (subject to the availability of funds as further described in this Section 4.1(e)) on the earliest practicable date selected by the Trustee, at a prepayment price equal to the principal amount thereof plus interest accrued with respect thereto to the prepayment date.

(ii) If the Net Proceeds, if any, are insufficient to prepay in full the principal amount of and accrued interest with respect to all Outstanding Certificates, the Trustee shall, at the direction of the Committee, and upon indemnification as to fees, costs and expenses, exercise all or any combination of remedies provided in the Financing Lease, this Indenture, or the Deed of Trust (as described in the following sentence) and the Certificates shall be prepaid by the Trustee from the Net Proceeds and other moneys resulting from the exercise of such remedies and, subject to Section 4.11 hereof, all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates. Upon the occurrence of any event described in Section 4.1(e)(i) hereof, the Trustee may pursue any available remedies under the Deed of Trust as though an Event of Default had occurred hereunder and apply the proceeds received from such remedies in accordance with this Section 4.1(e).

(iii) If the Net Proceeds together with any moneys resulting from the exercise of all remedies and other moneys are insufficient to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto the prepayment date, then

such Net Proceeds and other moneys shall be applied to the proportionate payment of the principal of each Certificate and accrued interest with respect thereto to the prepayment date according to the proportion that the principal of each Certificate and accrued interest with respect thereto to the prepayment date bears to the total principal of all Outstanding Certificates and accrued interest with respect thereto to the prepayment date. In the event that such Net Proceeds resulting from the exercise of such remedies and other moneys are in excess of the amount required to prepay the Certificates at 100% of the principal amount thereof plus interest accrued to the prepayment date, then such excess moneys shall be paid to the City as an overpayment of the Prepayment Option Price. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee shall be entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such remedies and other moneys.

(iv) Notwithstanding anything contained in this Indenture to the contrary, upon the occurrence of an event described in Section 4.1(e)(i) hereof, the Trustee shall, if directed by the Committee, apply the available Net Proceeds toward the renovation and, if necessary, modification of the Leased Property and thereafter sell or lease such Leased Property as provided in the Financing Lease.

(v) IF THE CERTIFICATES ARE PREPAID PURSUANT TO THIS SECTION 4.1(d) FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED WITH RESPECT THERETO TO THE PREPAYMENT DATE, SUCH PARTIAL PREPAYMENT SHALL BE DEEMED TO CONSTITUTE A PREPAYMENT IN WHOLE OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PREPAYMENT NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

4.2 Optional Prepayment.

(a) The 2009A Certificates shall, subject to Section 4.13 hereof, be called for prepayment, in whole or in part from such maturities as are selected by the City, on any date on and after September 1, 2019, in the event, and to the extent, that sufficient moneys to make such prepayment (or Defeasance Securities which, without reinvestment, will generate sufficient moneys to make such prepayment) are actually received by the Trustee from the City for such purpose together with directions by the City to apply such moneys to such prepayment, at a prepayment price equal to the principal amount of the 2009A Certificates called for prepayment, plus accrued interest with respect thereto to the prepayment date, without premium.

(b) The 2009B Certificates shall, subject to Section 4.13 hereof, be called for prepayment, in whole or in part from such maturities as are selected by the City, on any date on and after September 1, 2019, in the event, and to the extent, that sufficient moneys to make such payment (or Defeasance Securities which, without reinvestment, will generate sufficient moneys to make such prepayment) are actually received by the Trustee from the City for such purpose together with directions by the City to apply such moneys to such prepayment, at a prepayment price equal to the principal amount of the 2009B Certificates called for prepayment, plus accrued interest with respect thereto to the prepayment date, without premium.

4.3 Mandatory Sinking Fund Prepayment.

(a) The following principal amounts of the 2009B Certificates maturing September 1, 2029, shall be subject to mandatory sinking fund prepayment (after credit as provided below) on September 1 of the following years, at a prepayment price equal to the principal amount set forth below plus interest accrued with respect thereto to the sinking fund payment date:

Year	Principal Amount
2025	$6,480,000
2026	6,820,000
2027	7,170,000
2028	7,535,000

The remaining $7,920,000 of the 2009B Certificates maturing September 1, 2029 shall be paid upon presentation and surrender at maturity unless prepaid prior to maturity.

(b) The following principal amounts of the 2009B Certificates maturing September 1, 2039, shall be subject to mandatory sinking fund prepayment (after credit as provided below) on September 1 of the following years, at a prepayment price equal to the principal amount set forth below plus interest accrued with respect thereto to the sinking fund payment date:

Year	Principal Amount
2030	$8,320,000
2031	8,750,000
2032	9,200,000
2033	9,675,000
2034	10,170,000
2035	10,690,000
2036	11,240,000
2037	11,820,000
2038	12,425,000

The remaining $13,065,000 of the 2009B Certificates maturing September 1, 2039 shall be paid upon presentation and surrender at maturity unless prepaid prior to maturity.

(c) On or before the 30th day prior to each such sinking fund payment date, the Trustee shall proceed to call the 2009 Certificates indicated above (or any 2009 Certificate executed and delivered to replace such 2009 Certificates) for prepayment from the sinking fund on the next September 1, and give notice of such call without other instruction or notice from the City. The amount of each sinking fund installment may be reduced by the principal amount of any 2009 Certificates of the maturity, series, and interest rate which are subject to sinking fund prepayment on such date and which prior to such date have been prepaid (otherwise than through

the operation of the sinking fund) or otherwise canceled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, shall be applied in such year or years as may be determined by the City.

4.4 Extraordinary Optional Prepayment of 2009B Certificates.

(a) From the date of execution and delivery of the 2009B Certificates up to, but not including, the first optional prepayment date of the 2009B Certificates, the 2009B Certificates are subject to extraordinary prepayment prior to their respective maturities, at the option of the City, upon the occurrence of an Extraordinary Event from any source of available funds, in whole or in part from such maturities as are selected by the City at the "Make-Whole Prepayment Price." The "Make-Whole Prepayment Price" means the amount equal to the greater of the following:

(i) the issue price of the 2009B Certificates to be prepaid set forth in the Certificate Purchase Agreement (but not less than 100% of the principal amount of such 2009B Certificates); or

(ii) the sum of the present value of the remaining scheduled payments of the principal of and interest with respect to the 2009B Certificates to be prepaid to the maturity date of such 2009B Certificates, not including any portion of those payments of interest accrued and unpaid as of the date on which the 2009B Certificates are to be prepaid, discounted to the date on which the 2009B Certificates are to be prepaid on a semi-annual basis, assuming a 360-day year containing twelve 30-day months, at the Treasury Rate, plus 100 basis points; plus, in each case, accrued interest with respect to the 2009B Certificates to be prepaid to the prepayment date.

For purpose of determining the Make–Whole Prepayment Price, the following definitions apply:

"Treasury Rate" means, with respect to any prepayment date for a particular 2009B Certificate, the yield to maturity as of such prepayment date of United State Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the prepayment date (excluding inflation-indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the prepayment date to the maturity date of the 2009B Certificates to be prepaid; provided, however that if the period from the prepayment date to the maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

(b) The City shall notify the Trustee of the Make-Whole Prepayment Price, and advise the Trustee whether it was determined pursuant to Section 4.4(a)(i) or (ii) hereof.

4.5 Selection of Certificates for Prepayment. If less than all of the 2009A Certificates of any maturity are to be prepaid prior to maturity, the Trustee shall select the particular 2009A Certificates to be prepaid by lot in such manner as the Trustee shall, in its

discretion, deem fair and appropriate. If less than all of the 2009B Certificates of any maturity are to be prepaid prior to maturity, then (a) if the 2009B Certificates are in book-entry form at the time of such prepayment, the Trustee shall instruct DTC to allocate the 2009B Certificates to be prepaid among the direct participants pro rata and to instruct such direct participants to select the specific 2009B Certificates to be prepaid pro rata, and (b) if the 2009B Certificates are not in book-entry form at the time of such prepayment, the Trustee shall select the specific 2009B Certificates for prepayment pro rata. The portion of any 2009B Certificates of a denomination of more than $5,000 to be prepaid will be in the principal amount of $5,000 or any integral multiple thereof.

4.6 Notice of Prepayment.

(a) Notice of the call for any prepayment, identifying the Certificates or portions thereof to be prepaid and specifying the terms of such prepayment, shall be given by the Trustee by mailing a copy of the prepayment notice by United States first-class mail, at least 30 days and not more than 60 days prior to the date fixed for prepayment, and to the Owner of each Certificate to be prepaid at the address shown on the registration books and to the MSRB provided, however, that failure to give such notice by mailing to MSRB or any Owner, or any defect therein, shall not affect the validity of any proceedings with respect to any Certificates to whose Owner a notice was mailed.

(b) Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

(c) Except for any extraordinary mandatory prepayment made pursuant to Section 4.1(a), (d), or (e) hereof, to which this provision does not apply, if at the time of mailing of notice of prepayment there shall not have been deposited with the Trustee moneys sufficient to prepay all of the Certificates called for prepayment, which moneys are or will be available for prepayment of Certificates, such notice will state that it is conditional upon the deposit of the prepayment moneys with the Trustee not later than the opening of business on the prepayment date, and such notice shall be of no effect unless such moneys are so deposited.

4.7 Partial Prepayment.

(a) The Certificates shall be prepaid only in integral multiples of $5,000. The Trustee shall treat any Certificate of denomination greater than $5,000 as representing that number of separate Certificates each of the denomination of $5,000 as can be obtained by dividing the actual principal amount of such Certificate by $5,000.

(b) Upon surrender of any Certificate subject to prepayment in part, the Trustee shall execute and deliver to the Owner thereof, at no expense of the Owner, a new Certificate or Certificates of Authorized Denominations in an aggregate principal amount equal to the un-prepaid portion of the Certificates so surrendered.

4.8 Prepayment Payments.

(a) On or prior to the date fixed for prepayment, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the

payment of, the Certificates called for prepayment, together with the applicable prepayment premium and accrued interest thereon (if applicable) to the prepayment date. Upon the giving of notice and the deposit of such funds as may be available for prepayment pursuant to this Indenture, interest with respect to the Certificates or portions thereof thus called for prepayment shall no longer accrue after the date fixed for prepayment.

(b) The Trustee shall pay to the Owners of Certificates so prepaid, the amounts due on their respective Certificates, at the Operations Center of the Trustee upon presentation and surrender of the Certificates.

4.9 Cancellation. All Certificates which have been prepaid shall not be re-executed and delivered, but shall be canceled by the Trustee in accordance with Section 2.9 hereof.

4.10 Delivery of New Certificates Upon Partial Prepayment of Certificates. Upon surrender and cancellation of a Certificate for prepayment in part only, a new Certificate or Certificates of the same series and maturity and of Authorized Denominations shall be executed on behalf of and delivered by the Trustee.

4.11 Make Whole Payments to Lessor upon Events of Extraordinary Mandatory Prepayment.

(a) Upon the occurrence of an event of extraordinary mandatory prepayment described in Section 4.1(a), (d) or (e) hereof, the Trustee shall immediately provide notice of such event to the Lessor and the Lessor Representative shall, not later than 30 days following receipt of such notice, provide a written certificate to the Trustee indicating (i) the amounts due to the Lessor in accordance with the Development Agreement and (ii) the amounts reasonably expected to become due to the Lessor for costs, fees, and Contract Charges (as defined in the Development Agreement) reasonably required to wind down its construction activities and vacate the construction site for the Project. The Trustee shall segregate such portion of the moneys in the Construction Fund as is necessary to pay the Lessor the amounts described in the preceding sentence, and the balance of the moneys in the Construction Fund shall be and become available for the purposes described in Section 4.1(a), (d) or (e) hereof. In the event the Lessor fails to provide the Trustee with the written certificate described by this Section within the time required by this Section, the Trustee shall without further authorization use all of the moneys in the Construction Fund for the purposes described in Section 4.1(a), (d) or (e) hereof.

(b) Notwithstanding Section 4.11(a) hereof, upon the occurrence of an event of extraordinary mandatory prepayment described in Section 4.1(e) hereof, if the Trustee determines to proceed under the provisions of Section 4.1(e)(iv) hereof and thus advises the Lessor to continue with the Project (as modified, if applicable), the Lessor shall not be required to deliver to the Trustee the written certificate described in Section 4.11(a) hereof and shall instead proceed as directed by the Trustee.

4.12 Use of Net Proceeds for Relocation Expenses in the Event of a Partial Condemnation of the Project. Upon the occurrence of an event that requires extraordinary mandatory prepayment of Certificates under Section 4.1(b) hereof, the Trustee shall immediately provide notice of such event to the City and the Lessor and the City Representative and, prior to

the Completion Date, the Lessor Representative shall, not later than 60 days following receipt of such notice, provide or jointly provide, as applicable, a written certificate to the Trustee indicating whether any portion of the Project was condemned and what costs, if any, are required to relocate or restore (with necessary modifications) such portion of the Project. The Trustee shall deposit such portion of the Net Proceeds of the related condemnation award as is required to accomplish the purposes of the preceding sentence into the Construction Fund to be used by the Lessor for the relocation or restoration of such portion of the Project, and the balance of the Net Proceeds may used for the purposes described in Section 4.1(b) hereof. In the event the City and, if applicable, the Lessor fail to provide the Trustee with the written certificate described by this Section 4.12 within the time required by this Section 4.12, the Trustee shall without further authorization use all of the Net Proceeds for the purposes described in Section 4.1(b) hereof.

4.13 Restriction on Use of 2009A Project Account for Optional Prepayment. Prior to the Completion Date, moneys in the 2009A Project Account shall not be used to pay the principal amount or any prepayment premium of or interest with respect to any 2009A Certificates in connection with any optional prepayment of the Certificates pursuant to Section 4.2(a) hereof. Following the Completion Date, any remaining moneys in the 2009A Project Account, less the amount estimated by the City Representative and the Lessor Representative to be necessary to pay Costs of the Project as required by Section 3.3(c)(i) hereof, may be used by the Trustee for the purposes described in Section 4.2(a) hereof. In clarification of the foregoing, moneys in the 2009B Project Account may not be used for the purposes described in Sections 4.2(b) and 4.4 hereof.

ARTICLE V

INVESTMENTS

5.1 Investment of Moneys. All moneys held as part of any fund, account or sub-account created hereunder shall, subject to Sections 5.3 and 6.2 hereof, be deposited or invested and reinvested by the Trustee, at the written direction of the City, in Permitted Investments; provided, however, that the Trustee shall make no deposits or investments of any moneys in any fund or account created hereunder that will interfere with or prevent withdrawals for payment of Costs of the Project or for payment of the Certificates, or interest with respect thereto. Any and all such deposits or investments shall be held by or under the control of the Trustee. The Trustee may make any and all such deposits or investments through its own trust department or the trust department of any bank or trust company under common control with the Trustee. Income from deposits or investments of moneys held in the 2009A Rebate Account and the 2009B Rebate Account shall be deposited as provided in Section 3.4(b)(i) and (ii) hereof, respectively, and income from deposits or investments of moneys held in any escrow account established pursuant to Section 10.1 hereof shall be deposited as provided in the escrow agreement governing such escrow account. Otherwise, except as otherwise provided by Section 3.2(c), 3.3(c)(ii) and 3.4(e) hereof, deposits or investments shall at all times be a part of the fund, account or sub-account from which the moneys used to acquire such deposits or investments shall have come, and all income and profits on such deposits or investments shall be credited to, and losses thereon shall be charged against, such fund, account or sub-account. The Trustee shall sell and reduce to cash a sufficient amount of the deposits or investments (a) in the Project Fund whenever the cash balance in the Project Fund is insufficient to pay a requisition when presented, (b) in the 2009A Reserve Account whenever the cash balance in the Principal Account or Interest Account is insufficient to pay the principal of and interest with respect to the 2009A Certificates when due, (c) in the 2009B Reserve Account whenever the cash balance in the Principal Account or Interest Account is insufficient to pay the principal of and interest with respect to the 2009B Certificates when due, (d) in the Certificate Fund whenever the cash balance in the Principal Account or Interest Account is insufficient to pay the principal of and interest with respect to the Certificates when due, and (e) in any other fund or account established hereunder whenever the cash balance in such fund or account is insufficient to satisfy the purposes of such fund or account. In computing the amount in any fund or account created hereunder for any purpose hereunder, investments shall be valued at cost (exclusive of accrued interest) or par, whichever is less, except that investments in the Reserve Fund shall be valued at fair market value and marked to market on March 15 and September 15 in each year.

The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the City that the investment transactions identified therein accurately reflect the investment directions given to the Trustee by the City, unless the City notifies the Trustee in writing to the contrary within thirty (30) days of the date of such statement. The Trustee shall without further direction from the City sell such qualified investments as and when required to make any payment for the purpose for which such investments are held.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City will not receive such confirmations to the extent permitted by law. The Trustee will furnish the City monthly cash transaction statements as provided herein which shall include detail for all investment transactions made by the Trustee hereunder.

5.2 Transfer of Interest Earnings. Notwithstanding anything contained in this Indenture to the contrary, interest earnings on amounts (a) in the 2009A Project Account and (b) in any account of the Reserve Fund shall be held each year by the Trustee and not deposited or transferred as required by this Indenture until the City has provided the Trustee with the rebate calculation required by Section 3.4(d) hereof, unless, in the case of any account in the Reserve Account, such funds are needed by the Trustee to pay the principal of and interest with respect to the corresponding series of Certificates when due.

5.3 Tax Certification. The City covenants to give Investment Instructions to the Trustee, while the Financing Lease is in effect, so moneys in any fund or account held by the Trustee under this Indenture, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other source, will not, if such instructions are followed, be deposited or invested in a manner which will cause the interest with respect to the 2009A Certificates to be included in gross income for federal income tax purposes or disqualify the 2009B Certificates as Build America Bonds under Section 54AA of the Tax Code, and the Trustee agrees to follow those instructions.

ARTICLE VI

PARTICULAR COVENANTS

6.1 Representations, Covenants and Warranties of the City. The City represents, covenants and warrants that:

(a) The grant of the Trust Estate to the Trustee pursuant to this Indenture is in the best interests of the City.

(b) The execution, delivery and performance of this Indenture by the City has been duly authorized by the City Council of the City.

(c) This Indenture is enforceable against the City in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Indenture by the City does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitute a default under any of the foregoing, in a manner which affects the validity or enforceability of the provisions of this Indenture, the Sub-Ground Lease, or the Financing Lease.

(e) Except as disclosed in the Official Statement for the 2009 Certificates, there is no litigation or proceeding pending or threatened against the City or any other Person affecting the right of the City to execute, deliver or perform its obligations under this Indenture.

6.2 Tax Covenants. The City, while the Financing Lease is in effect, shall not take any action or omit to take any action with respect to the Certificates, the proceeds of the Certificates, the Trust Estate, the Leased Property or any other funds or property of the City and it will not permit any other Person to take any action or omit to take any action with respect to the Trust Estate or the Leased Property or the use thereof if such action or omission would cause interest with respect to any of the Certificates to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. In furtherance of this covenant, the City agrees to comply with the procedures set forth in the Tax Compliance Certificate delivered in connection with the execution and delivery of the Certificates and the provisions of any similar certificate or instrument delivered in connection with the execution and delivery of any Additional Certificates. The covenants set forth in this Section shall remain in full force and effect notwithstanding the payment in full or defeasance of the Certificates until the date on which all obligations in fulfilling such covenants have been met. The covenants set forth in this Section shall not, however, apply to any series of Certificates if, at the time of execution and delivery,

the City intends the interest with respect to such series of Certificates to be subject to federal income tax.

The City hereby makes an irrevocable election that Section 54AA of the Tax Code shall apply to the 2009B Certificates and that subsection (g) of Section 54AA will also apply to the 2009B Certificates so that the City will directly receive the BAB Credit in lieu of any credit otherwise available to the 2009B Certificate holders under Section 54AA(a) of the Tax Code. None of the owners of the 2009B Certificates shall be entitled to any credit under Section 54AA(a) of the Tax Code. The City covenants for the benefit of the Owners of the 2009B Certificates that it will not take any action or omit to take any action with respect to the 2009B Certificates, the proceeds thereof, any other funds of the City or the portion of the Project financed with the proceeds of the 2009B Certificates if such action or omission would cause the City to not be entitled to the BAB Credit with respect to the 2009B Certificates. The City shall timely file any document required by the Internal Revenue Service to be filed in order to claim the BAB Credit.

6.3 Title Insurance. The Trustee shall be provided with (a) a standard lender's title insurance policy, with a bond owners' endorsement and non-merger endorsement, insuring the City's leasehold interest in the Leased Property, (b) a standard lender's title insurance policy, with a bond owners' endorsement and non-merger endorsement, insuring the City's leasehold interest in the Site, and (c) a standard lender's title insurance policy, with a bond owners' endorsement, insuring the City's title to the Parking Garage. Each policy shall be subject to Permitted Encumbrances and shall be in an amount not less than the Outstanding principal amount of the Certificates. Such policy, or a binding commitment therefor, shall be provided to the Trustee concurrently with the execution and delivery of any Certificates. In lieu of receiving a separate policy or commitment for each insured interest described in this section, the Trustee is permitted to receive a single title insurance policy, or a binding commitment therefor, that covers all of the insured interests described in this section.

6.4 Sale or Encumbrance of Leased Property. As long as there are any Outstanding Certificates, and as except as otherwise permitted by this Indenture and except as specifically required by the Financing Lease, the City shall not sell or otherwise dispose of any of the Leased Property.

6.5 Rights of Trustee under Financing Lease. The City hereby covenants to the Trustee for the benefit of the Owners that the City will observe and comply with its obligations under the Financing Lease, and that all of the representations made by the City in the Financing Lease are true and correct. Wherever in the Financing Lease it is stated that the City will notify the Lessor, or wherever the Financing Lease gives the Lessor or the Trustee some right or privilege, such part of the Financing Lease shall be as if it were set forth in full in this Indenture. The Lessor has agreed that the Trustee, as assignee of the Lessor under the Financing Lease pursuant to the Assignment Agreement, may enforce, in its name or in the name of the Lessor, certain rights of the Lessor and all obligations of the City under the Financing Lease, for and on behalf of the Owners.

6.6 Defense of Trust Estate. The City shall at all times, to the extent permitted by law, defend, preserve and protect its title or leasehold interest to the Leased Property and the Site

and the other property or property rights included the Trust Estate, the grant of the Trust Estate to the Trustee under this Indenture and all the rights of the Owners under this Indenture against all claims and demands of all Persons whomsoever.

6.7 Inspection of the Leased Property. The Trustee and its duly authorized agents shall have the rights (but shall have no obligation), on reasonable notice to the City, at all reasonable times, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the City for security purposes). The Trustee and its duly authorized agents shall also be permitted (but shall have no obligation), at all reasonable times, to examine the books, records, reports and other papers of the Lessor with respect to the Leased Property.

6.8 Insurance or Condemnation Proceeds. In the event insurance or condemnation proceeds arise under the Financing Lease, the City must notify the Trustee within 60 days of its intention to use those proceeds to prepay the Certificates or rebuild the Project.

6.9 Assignment by the City of Sub-Ground Lease. The City covenants that while the Certificates are Outstanding, it will not assign all or a substantial part of the Leased Property or its interest in the Sub-Ground Lease to any other Person.

6.10 Covenant to Construct and Insure Parking Garage.

(a) A special fund is hereby created and established with the Trustee to be designated as the "City of Las Vegas, Nevada, City Hall Parking Garage Construction Fund" (the "Parking Garage Fund"). On the date of execution and delivery of the 2009 Certificates, the City shall deposit the sum of $18,900,000 into the Parking Garage Fund. Monies in the Parking Garage Fund shall be used by the City to initially construct the Parking Garage and to insure the same at its replacement value until construction of the Parking Garage is complete, and shall be disbursed by the Trustee to the parties, at the times, and in the manner directed by the City in its sole and absolute discretion.

(b) The City covenants to use the moneys in the Parking Garage Fund to initially construct the Parking Garage and to insure the same at its replacement value until construction of the Parking Garage is complete, but only from the monies in the Parking Garage Fund and any additional monies appropriated therefor by the City in its sole and absolute discretion. The City further covenants to provide the Trustee with evidence of the insurance required by subsection (a) of this section prior to commencing construction of the Parking Garage, and to provide evidence of any renewal of such insurance prior to the expiration of the current policy term. The Trustee shall be named as an additional insured on the insurance required by subsection (a) of this section and any net proceeds resulting from such insurance shall be delivered directly to the Trustee and, subject to subsection (c) of this section, be disbursed by the Trustee as directed by the City for the purposes described in this subsection (b).

(c) Notwithstanding the foregoing provisions of this Section 6.10, if, for so long as any of the Certificates remain Outstanding and the Financing Lease is in effect, the City fails for any reason to initially construct the Parking Garage and to insure the same at its replacement value until construction of the Parking Garage is complete, such event shall be deemed to be an Event of Default hereunder. Upon an Event of Default occasioned by the

preceding sentence, the Trustee may apply any net proceeds received from the insurance required by subsection (a) of this section for any purpose permitted by this Indenture, including the prepayment of Certificates pursuant to Section 4.1(d) hereof.

6.11 Covenant to Maintain Parking Garage. The City hereby covenants to maintain the Parking Garage in reasonably good repair at all times from and after its initial construction, but only for so long as the Financing Lease remains in effect. Notwithstanding the foregoing, if, for so long as any of the Certificates remain Outstanding and the Financing Lease is in effect, the City fails to maintain the Parking Garage in reasonably good repair it shall constitute an Event of Default hereunder.

6.12 Covenant to Insure Parking Garage. The City covenants to maintain property and casualty insurance on the Parking Garage in the amount of the full replacement value of the Parking Garage from and after its initial construction and to name the Trustee as an additional insured on such policy or policies of insurance, but only for so long as the Financing Lease remains in effect. The City further covenants to provide the Trustee with evidence of such insurance prior to the completion of the Parking Garage, and to provide evidence of any renewal of such insurance prior to the expiration of the current policy term, but only for so long as the Financing Lease is in effect. Any net proceeds resulting from the insurance required by this section shall be delivered directly to the Trustee and, subject to the last sentence of Section 6.13 hereof, be used as directed by the City for the purposes of Section 6.13 hereof. Notwithstanding the foregoing, if, for so long as any of the Certificates remain Outstanding and the Financing Lease is in effect, the City fails to maintain the insurance required by this section, it shall constitute an Event of Default hereunder.

6.13 Covenant to Rebuild Parking Garage Upon Damage or Destruction. In the event of any damage to or destruction of the Parking Garage occurring on or after the date of completion of its initial construction, the City covenants to use the proceeds, and only the proceeds, of the insurance required by Section 6.12 hereof to reconstruct the Parking Garage to such condition as it existed immediately prior to such damage or destruction, but only for so long as the Financing Lease remains in effect. Notwithstanding the foregoing, if, for so long as any of the Certificates remain Outstanding and the Financing Lease is in effect, the Parking Garage is damaged or destroyed and the City fails to use the proceeds of the insurance required by Section 6.12 hereof to reconstruct the Parking Garage to such condition as it existed immediately prior to such damage or destruction, it shall constitute an Event of Default hereunder. Upon an Event of Default occasioned by the preceding sentence, the Trustee may apply any net proceeds received from the insurance required by Section 6.12 hereof for any purpose permitted by this Indenture, including the prepayment of Certificates pursuant to Section 4.1(d) hereof.

6.14 Covenant to Provide Alternate Parking Upon Condemnation or Title Defect. In the event title to some or all of the Parking Garage is lost through condemnation or title defect occurring on or after the date of its initial construction, the City shall cause the net proceeds of the related condemnation award or title insurance policy to be delivered to the Trustee, which the Trustee shall, subject to the last sentence of this section, disburse upon direction of the City for the purposes described in the following sentence. The City covenants to use the proceeds, and only the proceeds, of any related condemnation award or title insurance policy to provide suitable replacement parking for the Project, but only for so long as the Financing Lease remains

in effect. The City may provide such replacement parking through the construction of surface lots, the construction of an alternate parking garage, or through other appropriate means. Notwithstanding the foregoing, if, for so long as any of the Certificates remain Outstanding and the Financing Lease is in effect, the Parking Garage is lost through condemnation or title defect occurring on or after the date of completion of its initial construction and the City fails to use the proceeds of any related condemnation award to provide suitable replacement parking for the Project in the manner described in this section, it shall constitute an Event of Default hereunder. Upon an Event of Default occasioned by the preceding sentence, the Trustee may apply any net proceeds received from any condemnation award or title insurance policy relating to the Parking Garage for any purpose permitted by this Indenture, including the prepayment of Certificates pursuant to Section 4.1(d) hereof.

6.15 Covenant to Insure Additional Property Added to Trust Estate. For so long as the Financing Lease is in place, the City covenants to insure, at its full replacement value, any additional property added to the Trust Estate in connection with the execution and delivery of Additional Certificates under Section 2.10(a)(i) hereof that is necessary to maintain compliance with the Permitted Lien to Value Ratio.

6.16 Covenant to Act in Good Faith. The City and the Trustee hereby covenant to act in good faith hereunder.

6.17 Transfer of BAB Credit to Trustee. For so long as the Financing Lease is in effect, the City agrees to transfer any BAB Credit received with respect to the 2009B Certificates to the Trustee within five Business Days of its receipt of the same.

6.18 Valuation Certification. The City has determined, and does hereby determine, that the combined value of the Project, the Site, and the Parking Garage does not, as of the date hereof, exceed 150% of the value of the Project.

6.19 Undertaking to Provide Continuing Disclosure. The City hereby covenants to comply with the terms of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure by the City to comply with the Continuing Disclosure Certificate shall not be considered an Event Default hereunder and the rights and remedies provided by this Indenture upon the occurrence of an Event Default shall not apply to any such failure. The Continuing Disclosure Certificate shall be enforceable only by specific performance by any Owner of the applicable Certificate as further described in the Lease. The Trustee shall have no power or duty to enforce the obligations of the City under the Continuing Disclosure Certificate.

6.20 Moving of City Hall Functions. Within 60 days following the Turnover Date (as defined in the Financing Lease), and assuming an Event of Non-appropriation has not previously occurred, the City covenants to commence moving its city hall functions to the Leased Property and continue, for so long as the Financing Lease is in effect, to use the Leased Property as the sole building for all city hall purposes and as the exclusive location of City government and municipal services, with the exception of satellite locations currently in use and future satellite locations comparable thereto.

6.21 Prohibition Against Returning to Current City Hall. Prior to an Event of Non-appropriation, the City shall not take nor, to the maximum extent of its ability to legally prevent the same, permit to be taken any action that involves or relates in any way to planning for and/or providing any funds or other consideration of any kind for, the moving of any personnel or fixtures or equipment from the Leased Property back to the city hall building in existence on the date of the execution and delivery of the 2009 Certificates.

6.22 Prohibition Against Constructing Alternate City Hall. Prior to an Event of Non-appropriation, without first having given notice thereof as provided below, the City shall not take nor, to the maximum extent of its ability to legally prevent the same, permit to be taken any action that involves or relates in any to planning for, acquiring, constructing, occupying, and/or providing any funds or other consideration of any kind for any property or any improvement to any property to be used in whole or in part for city hall purposes in place of all or any part of the Leased Property (with the exception of satellite locations currently in use and future satellite locations comparable thereto); provided that the prohibition expressed above shall not apply to the remainder of the then-current Fiscal Year subsequent to the delivery by the City to the Trustee, the Initial Purchaser, and the MSRB of a notice to the effect that the City may fail to appropriate all moneys due under the Financing Lease for the following Fiscal Year.

6.23 Notice of Plans for Alternate City Hall. Prior to an Event of Non-appropriation, the City hereby covenants to file a notice with the Trustee, the Underwriter, and the MSRB within 10 Business Days of any decision by it to plan for, acquire, construct, lease, occupy, and/or provide any funds or other consideration of any kind for any property or any improvement to any property, or any interest therein, to be used in whole or in part for city hall purposes (except for facilities of less than 5,000 square feet).

6.24 Covenant to Not File Insurance Claims Upon Termination of Financing Lease. The City hereby covenants to not file any insurance claims pursuant to Section 4.1(g) of the Financing Lease on and after the termination of the Financing Lease.

6.25 Covenant to Not Amend Development Agreement in Manner that Materially Adversely Affects Interests of Certificate Holders. For so long as any of the Certificates remain Outstanding and the Financing Lease is in effect, the City hereby covenants to not amend the Development Agreement in any manner that has a material adverse affect on the interests of the holders of the Certificates.

ARTICLE VII

DEFAULTS AND REMEDIES

7.1 Events of Default. Any of the following shall constitute an "Event of Default" under this Indenture:

(a) Default in the payment of the principal amount of any Certificate when the same shall become due and payable, whether at the stated maturity thereof or upon proceedings for prepayment.

(b) Default in the payment of any installment of interest with respect to any Certificate when the same shall become due and payable.

(c) The occurrence of an Event of Non-appropriation or an Event of Default under the Financing Lease.

(d) Failure by the City to cure any noncompliance with any other provision of this Indenture within 60 days after receiving notice of such noncompliance.

7.2 Remedies on Default.

(a) Upon the occurrence of an Event of Default under the Financing Lease, the Trustee, as assignee of the rights of the Lessor pursuant to the Assignment Agreement, shall, at the direction of the Committee, without any further demand or notice, take one or any combination of the remedial steps described in Section 13.2 of the Financing Lease.

(b) Upon the occurrence of an Event of Non-appropriation, the Trustee shall, at the direction of the Committee, without any further demand, exercise any and all rights or remedies the Lessor would be entitled to exercise in such an event under the Financing Lease.

(c) The Trustee shall be entitled for the benefit of the Owners of the Certificates then Outstanding, upon any Event of Default described in Section 7.1(c) or (d) hereof, to any moneys in any funds or accounts created hereunder (except the Rebate Fund and any escrow accounts established pursuant to Section 10.1 hereof).

(d) Upon any Event of Default described in Section 7.1(a) or (b) hereof, the Trustee may take whatever action at law or in equity may appear necessary or desirable to enforce the rights of the Owners, including but not limited to, its rights as assignee of the Lessor's rights under the Financing Lease and/or the City's rights under the Sub-Ground Lease.

(e) No right or remedy is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(f) Subject to Section 7.3 hereof, if any Event of Default under this Indenture shall have occurred and if requested by the Committee, the Trustee shall be obligated to exercise

such one or more of the rights and powers conferred by this Section or the Deed of Trust as the Trustee, being advised by counsel, shall deem most expedient.

(g) The Trustee, as assignee of the City's rights under the Sub-Ground Lease and certain of the Lessor's rights under the Financing Lease, shall control all remedies available to the City under the Sub-Ground Lease and the Lessor under the Financing Lease.

7.3 Directions; Control of Proceedings.

(a) If an Event of Non-appropriation under the Financing Lease, an Event of Default under the Financing Lease, or an Event of Default hereunder occurs, the Trustee shall provide notice of such event to the Owners of all Certificates Outstanding within 30 days thereof. The notice shall further set a date, time, and place for the convening of a meeting of the Owners for the purpose of electing a Certificate Owners' Committee (the "Committee"), which meeting shall be set on a date not sooner than 15 Business Days from the mailing of the notice. At such meeting the Owners of not less than a majority in aggregate principal amount of Certificates Outstanding must be present in person or by proxy in order to constitute a quorum for the transaction of business, less than a quorum, however, having power to adjourn from time to time without any other notice than the announcement thereof at the meeting. A quorum being present at such meeting, the Owners present in person or by proxy may, by a majority of votes cast, elect one or more persons, who may or may not be Owners, to the Committee. Each Owner shall be entitled to cast one vote for each $5,000 in principal amount of Certificates owned by such Owner and Outstanding on the date of such vote. The Owners present in person or by proxy at such meeting, or at any adjourned meeting thereof (i) shall prescribe the manner in which the successors of the persons elected to the Committee shall be elected or appointed, (ii) may prescribe rules and regulations governing the exercise by the Committee of the power conferred upon it herein, and (iii) may provide for the termination of the existence of the Committee.

(b) If an Event of Non-appropriation under the Financing Lease, an Event of Default under the Financing Lease, or an Event of Default hereunder occurs, any directions, instructions, advice, or consent that would otherwise be provided by the City hereunder, or received by the City hereunder, shall, on and after the date of such Event of Non-appropriation or Event of Default be given or received, with the same force and effect, by or to the Committee or its designated representative. The Committee shall have the right, at any time, to the extent permitted by law, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof. Prior to taking any discretionary act hereunder, the Trustee shall receive the consent of the Committee.

(c) If a Committee is not established pursuant to the procedures described in subsection (a) of this section, the Trustee shall be substituted for the Committee wherever indicated in this Indenture. Prior to providing any directions, instructions, advice or consent hereunder, or prior to taking any discretionary act hereunder, the Trustee shall send notice to the Owners of the Certificates then Outstanding proposing the action to be taken and requesting approval of the same. If the Owners of a majority in aggregate principal amount of the Certificates then Outstanding fail to disapprove of such proposed action in an instrument or

instruments in writing delivered to the Trustee within 60 days of the mailing of such notice by the Trustee, the Trustee may be authorized to take, and may immediately proceed to take, such action. Notwithstanding the foregoing, if a Committee has not been established the Owners of a majority in aggregate principal amount of the Certificates then Outstanding may, at any time, in an instrument or instruments executed and delivered to the Trustee, direct the Trustee to take any action permitted by this Indenture, which action the Trustee shall thereafter be required to take.

7.4 Rights and Remedies of Owners.

The Committee shall have no right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default under this Indenture has occurred of which the Trustee has been notified as provided in Section 8.2(h) hereof, or of which by Section 8.2(h) hereof it is deemed to have notice, and the Committee shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceedings in its own name; and such notification and request are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that neither the Trustee nor the Committee shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its action or to enforce any right hereunder except in the manner herein provided and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Certificates then Outstanding. Nothing contained in this Indenture shall, however, affect or impair the right of any Owner to enforce the payment of the principal amount of or interest with respect to any Certificate at and after the maturity thereof.

7.5 Purchase of Leased Property by Owner or Trustee; Application of Certificates Toward Purchase Price. Upon the occurrence of an Event of Default hereunder, the lien on the Leased Property, the Site, and the Parking Garage created and vested in the Trustee hereunder and under the Deed of Trust may be foreclosed either by sale at public auction or by proceedings in equity. Upon any such sale, any Owner or the Trustee may bid for and purchase the Leased Property, the Site, or the Parking Garage; and, upon compliance with the terms of sale, may hold, retain and possess and dispose of the property interest foreclosed upon in his, her, its or their own absolute right without further accountability; and any purchaser at any such sale may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation and other charges, in paying purchase money, turn in Certificates then Outstanding in lieu of cash, to the amount which shall, upon distribution of the Net Proceeds of such sale and any other moneys available hereunder, be payable thereon. If the Trustee shall acquire the leasehold interest described in the Deed of Trust in the Leased Property as a result of any such foreclosure sale, or any proceeding or transaction in lieu of foreclosure, the Trustee shall thereafter sell such interest in the Leased Property; and may take any further lawful action with respect to that interest in Leased Property which it shall deem to be in the best interest of the Owners, including but not limited to the enforcement of all rights and remedies set forth in the Financing Lease and this Indenture and the taking of all other courses of action permitted herein or therein.

7.6 Waiver of Appraisement, Valuation, Stay, Execution and Redemption Laws. The City agrees, to the extent permitted by law, that in case of the occurrence of an Event of Default hereunder, neither the City nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, or prepayment laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the Trust Estate to the extent permitted hereunder, or the final and absolute surrender of possession, immediately after such sale, to the purchasers; and the City, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the estates comprised in the security intended to be hereby created marshaled upon any foreclosure of the lien hereof and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Leased Property as an entirety.

7.7 Trustee May Enforce Rights Without Certificates. All rights of action and claims under this Indenture or any of the Certificates Outstanding hereunder may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any trial or proceedings relative thereto; and any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Certificates, and any recovery of judgment shall be for the ratable benefit of the Owners, subject to the provisions hereof.

7.8 Trustee to File Proofs of Claim in Receivership, Etc. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Leased Property, the Trustee shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have claims of the Trustee and of the Owners allowed in such proceedings for the entire amount due and payable with respect to the Certificates under this Indenture, at the date of the institution of such proceedings and for any additional amounts which may become due and payable by it after such date, without prejudice, however, to the right of any Owner to file a claim in its own behalf.

7.9 Delay or Omission No Waiver. No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any Event of Default hereunder shall exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Indenture may be exercised from time to time and as often as may be deemed expedient.

7.10 No Waiver of One Event of Default to Affect Another. No waiver of any Event of Default hereunder by the Trustee or the Committee shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon.

7.11 Discontinuance of Proceedings on Event of Default; Position of Parties Restored. In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been

determined adversely to the Trustee, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

7.12 Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences, and notwithstanding anything else to the contrary contained in this Indenture shall do so upon the written request of the Committee; provided, however, that there shall not be waived without the consent of the Owners of 100% of the Certificates then Outstanding as to which the Event of Default exists (a) any Event of Default in the payment of the principal amount of any Outstanding Certificates at the date of maturity specified therein, or (b) any Event of Default in the payment when due of the interest with respect to any such Certificates, unless prior to such waiver or rescission all arrears of interest and all arrears of payments of principal amount then due (including interest with respect to all overdue installments at the highest rate due with respect to the Certificates) and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such Event of Default hereunder shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Trustee, the City and the Owners 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 hereunder, or impair any right consequent thereon.

7.13 Notices of Event of Default. Prior to the Completion Date, the Trustee shall immediately notify the Lessor of any Event of Default or Event of Non-appropriation (as defined in the Financing Lease) of which the Trustee has actual knowledge.

7.14 Disbursements to Lessor From Construction Fund. Notwithstanding anything contained in this Indenture to the contrary, if an Event of Non-appropriation under the Financing Lease, an Event of Default under the Financing Lease, or an Event of Default hereunder occurs, the Lessor shall, subject to the remaining provisions of this Section 7.14, be paid all amounts it is to be paid under the Development Agreement. The Lessor Representative shall, within 30 days of its receipt of the notice described in Section 7.13 hereof, submit a written certificate (for purposes of this Section 7.14 and Sections 7.15 and 7.16 hereof, a "Claim") to the Trustee indicating (i) the amounts due to the Lessor pursuant to the Development Agreement, if applicable, and (ii) the amounts reasonably expected to become due to the Lessor as are reasonably required to wind down its construction activities and vacate the construction site for the Project; provided, however, the Lessor shall under no circumstances be entitled to be paid except as set forth in the Development Agreement. If the Trustee, at the direction of the Committee, disputes any or all of the charges contained in such Claim, such dispute shall be resolved in the manner provided in Sections 7.15 or 7.16 hereof.

7.15 Mediation.

(a) If any Claim is not resolved by the Lessor and the Trustee (for purposes of this Section 7.15 and Section 7.16 hereof, the "Parties") within fifteen (15) days of the date of delivery of such Claim to the Trustee, the Parties shall endeavor to resolve the Claim by

mediation which, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing by the Trustee with the Lessor and with the American Arbitration Association.

(b) The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clark County, Nevada, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(c) The Parties expressly agree that any mediation entered into hereunder may be joined or consolidated with any proceeding involving any other person or entity (i) necessary to resolve the Claim or (ii) substantially involved in or affected by such Claim.

7.16 Arbitration.

(a) Any Claim arising hereunder shall be subject to arbitration. Prior to arbitration, the Parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 7.15 hereof.

(b) Claims not resolved by mediation shall be decided by arbitration which, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be conducted in Clark County, Nevada. The demand for arbitration shall be filed in writing by the disputing Party with the other Party and with the American Arbitration Association. The Parties expressly agree that any arbitration entered into pursuant to this Agreement may be joined or consolidated with any litigation or arbitration involving any other Person or entity (i) necessary to resolve the Claim or (ii) substantially involved in or affected by such Claim.

(c) The prevailing Party in any arbitration, litigation or other final, binding dispute proceeding shall be entitled to recover from the other Party its reasonable attorney's fees and expenses incurred in such litigation or other dispute resolution proceeding.

(d) The Lessor shall continue to perform work and the Trustee shall continue to pay any undisputed amounts due, pending the final resolution of any dispute or disagreement between the Parties.

(e) The Party filing a notice of demand for arbitration must assert in the demand all Claims then known to that Party on which arbitration is permitted to be demanded. Any Claim known to the Party filing a notice of demand for arbitration that is not asserted in the demand is waived.

(f) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE VIII

CONCERNING THE TRUSTEE

8.1 Representations, Covenants and Warranties Regarding Execution, Delivery and Performance of Indenture. The Trustee represents, covenants and warrants that:

(a) The Trustee (i) is a national banking association that is duly organized, validly existing and in good standing under the laws of United States, (ii) is duly qualified to do business in the State and (iii) is authorized, under its articles of association, action of its board of directors and applicable law, to own and manage its properties, to conduct its affairs in the State, to accept the grant of the Trust Estate (defined herein) from the Lessor hereunder and to execute, deliver and perform its obligations under this Indenture.

(b) The execution, delivery and performance of this Indenture by the Trustee have been duly authorized by the Trustee.

(c) This Indenture is enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Nevada and its governmental bodies of the police power inherent in the sovereignty of the State of Nevada and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Indenture by the Trustee do not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument, known to the Trustee, to which the Trustee is now a party or by which the Trustee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Indenture or the Financing Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon the Trust Estate or any of the property or assets of the Trustee.

(e) Except as disclosed in the Official Statement, there is no litigation or proceeding pending or, to the knowledge of the Trustee, threatened against the Trustee affecting the right of the Trustee to execute, deliver or perform its obligations under this Indenture.

(f) The Trustee is hereby advised, acknowledges and recognizes that the Financing Lease will be terminated upon the occurrence of an Event of Non-appropriation thereunder, and that a failure by the City to appropriate funds in a manner that results in an Event of Non-appropriation under the Financing Lease is solely within the discretion of the City Council of the City.

8.2 Duties of the Trustee. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default hereunder and after the curing or waiver of all Events of Default which may have occurred under this Indenture, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default hereunder has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise as a reasonable and prudent man would exercise or use under the circumstances in the conduct of the affairs of another.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to act upon an Opinion of Counsel rendered in good faith, and to rely conclusively thereon concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon an Opinion of Counsel and shall not be responsible for any loss or damage resulting from any action or nonaction taken by or omitted to be taken in good faith in reliance upon such Opinion of Counsel.

(c) The Trustee shall not be responsible for any recital herein (except those in this Article VIII) or in the Certificates (except in respect of the execution of the Certificates on behalf of the Trustee), or for the validity of the execution by the City of this Indenture, any Supplemental Indenture or any instruments of further assurance, or for the sufficiency of the security for the Certificates executed and delivered hereunder or intended to be secured hereby, or for the value of or title to the Leased Property. The Trustee shall have no obligation to perform any of the duties of the Lessor under the Financing Lease; and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds or early liquidation thereof, made by it pursuant to instructions from the City in accordance with Article V hereof.

(d) The Trustee shall not be accountable for the use of any Certificates delivered to the Initial Purchaser hereunder. The Trustee may become the Owner of Certificates with the same rights which it would have if not Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably and in good faith believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the Owner of any Certificate shall be conclusive and binding upon any Certificates executed and delivered in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the City by the City Representative, or such other Person as may be designated for such purpose by the City as sufficient evidence of the facts therein contained.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct (including a breach of fiduciary duty).

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by Article III hereof, unless the Trustee shall be specifically notified in writing of such Event of Default by the City or the Committee.

(i) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or law.

(j) Upon reasonable notice, and at any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to inspect any and all of the Leased Property (subject to such regulations as may be imposed by the City for security purposes), including all books, papers and records of the Lessor pertaining to the Leased Property.

(k) The Trustee shall not be required to give any certificate or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything in this Indenture to the contrary, the Trustee shall have the right, but shall not be required, to reasonably demand in respect of the delivery of any Certificates, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee.

(m) The Trustee shall not be required to advance or use any of its own funds or otherwise incur any financial liability in the performance of its obligations hereunder or in the exercise of its rights and powers unless it has received assurances and indemnity satisfactory to it against such risks and liabilities.

(n) Every provision of this Indenture, the Financing Lease, the Deed of Trust, the Assignment Agreement, and any other document related to this Indenture relating to the conduct or liability of the Trustee shall be subject to the provisions of this Indenture, including without limitation, this Article.

(o) In acting as Trustee hereunder, the Trustee acts solely in its capacity as Trustee hereunder and not in its individual or personal capacity, and all persons, including without limitation the Owners and the City, having any claim against the Trustee shall look only to the funds and accounts held by the Trustee hereunder for payment, except as otherwise provided herein. Under no circumstances shall the Trustee be liable in its individual or personal capacity for the obligations evidenced by the Certificates.

(p) The Trustee is authorized and directed to execute in its capacity as Trustee the Assignment Agreement.

(q) The Trustee shall not be liable with respect to any action taken or not taken by it in accordance with the direction of the Committee or, if no Committee has been established, the Owners of a majority in aggregate principal amount of the Certificates then Outstanding as provided in Section 7.3 hereof, relating to the exercise of any right or remedy available to the Trustee hereunder or under the Financing Lease or any other trust or power conferred upon the Trustee.

(r) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum, or other disclosure material prepared or distributed with respect to the Certificates.

8.3 Compensation of Trustee.

(a) During the Lease Term, the Trustee shall be entitled to compensation paid by the City in accordance with its agreement with the City, which, notwithstanding any other provision hereof, may be amended at any time by agreement of the City and the Trustee without the consent of or notice to the Owners. In no event shall the Trustee be obligated to advance its own funds in order to take any action hereunder. The rights of the Trustee to payments pursuant to this Article VIII shall be superior to the rights of the Owners with respect to the Trust Estate and the Trustee shall have a lien therefor on any and all funds, except the Rebate Fund and moneys held for payment of the principal amount of or interest with respect to particular Certificates after the due dates thereof, at any time held under this Indenture, which lien shall be prior and superior to the lien of the Owners.

(b) The City, to the extent permitted by law, further covenants and agrees to indemnify and save the Trustee harmless against any cost, loss expense and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder and under the Financing Lease, including the costs and expenses of defending against any claim of liability, but excluding liabilities which are due to the Trustee's negligence or willful default. The obligations of the City under this Section shall survive resignation or removal of the Trustee under this Indenture and payment of the Certificates and discharge of this Indenture; however, such obligations of the City are subject to Section 10.10 hereof.

8.4 Resignation or Replacement of Trustee.

(a) The present or any future Trustee may resign by giving written notice to the City not less than 30 days before such resignation is to take effect. Such resignation shall take effect only upon the appointment of a successor qualified as provided in subsection (c) of this Section; provided, however, that if no successor is appointed within 30 days following the date designated in the notice for the Trustee's resignation to take effect, the resigning Trustee may petition a court of competent jurisdiction for the appointment of a successor. The present or any future Trustee may be removed at any time prior to the occurrence of an Event of Default hereunder, by the City for any reason, or at any time by an instrument in writing, executed by the

Owners of a majority in aggregate principal amount of the Certificates then Outstanding, for any breach of any of the Trustee's duties hereunder.

(b) In case the present or any future Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Owners of a majority in aggregate principal amount of the Certificates Outstanding by an instrument or concurrent instruments signed by such Owners, or their attorneys in fact duly appointed; provided that the City may, by an instrument executed, appoint a successor until a new successor shall be appointed by the Owners as herein authorized. The City upon making such appointment shall forthwith give notice thereof to each Owner, which notice may be given concurrently with the notice of resignation given by any resigning Trustee. Any successor so appointed by the City shall immediately and without further act be superseded by a successor appointed in the manner above provided by the Owners of a majority in aggregate principal amount of the Certificates Outstanding.

(c) Every successor shall be a bank or trust company in good standing, located in or incorporated under the laws of the United States or any state thereof duly authorized to exercise trust powers and subject to examination by federal or state authority, qualified to act hereunder, having a capital and surplus of not less than $100,000,000. Any successor appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor in the trust hereunder with like effect as if originally named as Trustee herein; but the Trustee retiring shall, nevertheless, on the written demand of its successor, execute and deliver an instrument conveying and transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the predecessor, which shall duly assign, transfer and deliver to the successor all properties and moneys held by it under this Indenture. Should any instrument in writing from the City be required by any successor for more fully and certainly vesting in and confirming to it, the said instruments in writing shall, at the reasonable discretion of the City, be made, executed, acknowledged and delivered by the City on request of such successor.

8.5 Conversion, Consolidation or Merger of Trustee. Any bank or trust company into which the Trustee or its successor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business as a whole shall be the successor of the Trustee under this Indenture with the same rights, powers, duties and obligations and subject to the same restrictions, limitations and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto or thereto, anything herein or therein to the contrary notwithstanding. In case any of the Certificates to be executed and delivered hereunder shall have been executed, but not delivered, any successor Trustee may adopt the signature of any predecessor Trustee, and deliver the same as executed; and, in case any of such Certificates shall not have been executed, any successor Trustee may execute such Certificates in the name of such successor Trustee.

8.6 Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Owners, the Trustee may intervene on behalf of Owners and shall do so if requested in

writing by the Owners of at least 10% in aggregate principal amount of Certificates Outstanding or the Committee.

ARTICLE IX

SUPPLEMENTAL INDENTURES

9.1 Supplemental Indentures Not Requiring Consent of Owners. The Trustee and the City may, without the consent of, or notice to, the Owners, enter into a Supplemental Indenture for any one or more or all of the following purposes:

(a) to add to the covenants and agreements of the City contained in this Indenture other covenants and agreements to be thereafter observed by the City;

(b) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Indenture, or to make any provisions with respect to matters arising under this Indenture or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the Owners;

(c) to subject to this Indenture additional revenues, properties or collateral;

(d) to set forth the terms and conditions and other matters in connection with the execution and delivery of Additional Certificates pursuant to Section 2.10 hereof;

(e) to effect any change in connection with the preservation of the exclusion from gross income for federal income tax purposes of the interest with respect to the 2009A Certificates or the preservation of the 2009B Certificates as Build America Bonds under Section 54AA of the Code; or

(f) to effect any other changes in this Indenture which in the opinion of Special Counsel, do not materially adversely affect the rights of the Owners.

9.2 Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures under Section 9.1 hereof, the written consent of the Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding shall be required for the execution by the City and the Trustee of any Supplemental Indenture; provided, however, that without the consent of the Owners of all the Certificates Outstanding adversely affected thereby nothing herein contained shall permit, or be construed as permitting:

(1) a change in the terms of prepayment or maturity of the principal amount of or the interest with respect to any Outstanding Certificate, or a reduction in the principal amount of any prepayment of any Outstanding Certificate or the rate of interest with respect thereto, without the consent of the Owner of such Certificate;

(2) the deprivation as to the Owner of any Certificate Outstanding of the lien created by this Indenture (other than as originally permitted hereby);

(3) a privilege or priority of any Certificate or Certificates over any other Certificate or Certificates, except as permitted herein; or

(4) a reduction in the percentage of the aggregate principal amount of the Certificates required for consent to any Supplemental Indenture.

(b) If at any time the City shall request the Trustee to enter into any Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to the Owners of the Certificates at the addresses last shown on the registration records of the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Operations Center for inspection by all Owners. If, within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority, or, with respect to the matters specified in paragraphs (1) through (4) of subsection (a) of this Section, 100%, in aggregate principal amount of the Certificates Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

9.3 Execution of Supplemental Indenture. The Trustee is authorized to join with the City in the execution of any Supplemental Indenture entered into in accordance with this Article and to make further agreements and stipulations which may be contained therein, but the Trustee shall not be obligated to enter into any Supplemental Indenture which affects its rights, duties or immunities under this Indenture. Any Supplemental Indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such Supplemental Indenture shall be deemed to be part of this Indenture for any and all purposes. In case of the execution and delivery of any Supplemental Indenture, express reference may be made thereto in the text of the Certificates executed and delivered thereafter, if any, if deemed necessary or desirable by the Trustee.

9.4 Amendments, etc., of the Financing Lease, Sub-Ground Lease, Development Agreement and Project Documents Not Requiring Consent of Owners. The City and the Lessor may, with the written consent of the Trustee but without the consent of or notice to the Owners, amend, change or modify the Financing Lease, the Sub-Ground Lease, the Development Agreement, or any Project Contract as may be required:

(a) by the provisions of the Financing Lease, the Sub-Ground Lease or this Indenture;

(b) for the purpose of curing any ambiguity or formal defect or omission in the Financing Lease;

(c) in order to more precisely identify the Leased Property or to add additional improvements or properties acquired in accordance with the Financing Lease;

(d) in order to provide for the acquisition, construction or installation of additional property under the Financing Lease or the Sub-Ground Lease;

(e) in connection with any Supplemental Indenture permitted by this Article;

(f) to effect any change in connection with the preservation of the exclusion from gross income for federal income tax purposes of interest with respect to the 2009A Certificates or the preservation of the 2009B Certificates as Build America Bonds under Section 54AA of the Code;

(g) to effect any change that does not (i) reduce the Lease Revenues available to the Trustee from the Financing Lease below the amount required to make all the payments and transfers required by Article III hereof, (ii) reduce the value of the Leased Property, (iii) increase the possibility of an Event of Default or an Event of Non-appropriation, (iv) adversely affect the exclusion from gross income for federal income tax purposes of interest with respect to the 2009A Certificates or disqualify the 2009B Certificates as Build America Bonds under Section 54AA of the Code, or (v) otherwise materially adversely affect the rights of the Owners;

(h) to effect any change to any Project permitted by, and in accordance with the terms of, the Financing Lease, any similar lease or agreement relating to any other Project, the Development Agreement, and the applicable Project Contracts; or

(i) to effect any other changes in the Financing Lease, the Development Agreement or any Project Document which, in the opinion of Special Counsel, do not materially adversely affect the rights of the Owners.

9.5 Amendments, etc., of the Financing Lease and the Sub-Ground Lease Requiring Consent of Owners. Except for the amendments, changes or modifications permitted by Section 9.4 hereof, neither the City nor the Trustee shall consent to any other amendment, change or modification of the Financing Lease or the Sub-Ground Lease without notice to and the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding given and procured as provided in Section 9.2 hereof. If at any time the City shall request the consent of the Trustee to any such proposed amendment, change or modification of the Financing Lease, the Trustee shall, upon receipt of amounts necessary to pay expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 9.2 hereof. 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 at the Operations Center for inspection by all Owners.

9.6 Notices to Rating Agencies All notices, certificates, or other communications given by the Trustee to any Owner hereunder pursuant to Sections 2.2(c), 4.6 (excluding notices required for mandatory sinking fund payments pursuant to Section 4.3 hereof), 7.13, and 9.2 hereof shall also be given to any rating agency rating the Certificates.

ARTICLE X

MISCELLANEOUS

10.1 Discharge of Indenture.

(a) If, when the Certificates secured hereby shall become due and payable in accordance with their terms or otherwise as provided in this Indenture, the whole amount of the principal amount of and interest due and payable upon all of the Certificates shall be paid, or provision shall have been made for the payment of the same, together with all other sums payable hereunder, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the City to the Trustee and the Owners shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall transfer and convey to (or to the order of) the City all property assigned, pledged or mortgaged to the Trustee by the City then held by the Trustee pursuant to this Indenture, and the Trustee shall execute such documents as may be reasonably required by the City and shall turn over to (or to the order of) the City any surplus in any fund, account or sub-account (except the Rebate Fund) created under this Indenture, except any escrow accounts theretofore established pursuant to this Section.

(b) All or any portion of the Outstanding Certificates shall, prior to the maturity or prepayment date thereof, be deemed to have been paid ("defeased") within the meaning and with the effect expressed in this Section if: (i) in case said Certificates are to be prepaid on any date prior to their maturity, the City shall have given to the Trustee in form satisfactory to the Trustee irrevocable instructions to give notice of prepayment of such Certificates on said prepayment date, such notice to be given on a date and otherwise in accordance with the provisions of Section 4.6 hereof, (ii) there shall have been deposited in trust either moneys in an amount which shall be sufficient, or Defeasance Securities which shall not contain provisions permitting the prepayment thereof at the option of the City, the principal amount of and the prepayment premium and interest with respect to (if applicable) which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held in trust at the same time, shall be sufficient to pay when due the principal amount of and the prepayment premium and interest due and to become due with respect to said Certificates on and prior to the prepayment date or maturity date thereof, as the case may be, and (iii) a certified public accountant shall have delivered a verification report verifying the deposit described in clause (ii) above. Neither the Defeasance Securities nor moneys deposited in trust pursuant to this Section or principal or interest payments with respect to any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal amount of and prepayment premium and interest with respect to said Certificates; provided any cash received from such principal or interest payments on such Defeasance Securities deposited in trust, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities of the type described in clause (ii) of this subsection, maturing at the times and in amounts sufficient to pay when due the principal amount of and interest to become due with respect to said Certificates on or prior to such prepayment date or maturity date thereof, as the case may be. At such time as any Certificates shall be deemed paid as aforesaid, such Certificates shall no longer be secured

by or entitled to the benefits of this Indenture, except for the purpose of exchange and transfer and any payment from such moneys or Defeasance Securities deposited in trust.

(c) Prior to any discharge of this Indenture pursuant to this Section or the defeasance of any Certificates pursuant to this Section becoming effective, there shall have been delivered to the City and the Trustee an opinion of Special Counsel, addressed to the City, the Lessor, and the Trustee, to the effect that all requirements of the Indenture for such defeasance have been complied with and that such discharge or defeasance will not constitute a violation by the City of its tax covenant in Section 6.2 hereof.

(d) In the event that there is a defeasance of only part of the Certificates of any maturity, the Trustee shall, if requested by the City, institute a system to preserve the identity of the individual Certificates or portions thereof so defeased, regardless of changes in Certificate numbers attributable to transfers and exchanges of Certificates.

10.2 Further Assurances and Corrective Instruments. The City and the Trustee agree that so long as this Indenture is in full force and effect, the City and the Trustee shall have full power to carry out the acts and agreements provided herein and they will from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Trust Estate, or for otherwise carrying out the intention of or facilitating the performance of this Indenture.

10.3 Financial Obligations of City Limited to Trust Estate. Notwithstanding any other provision hereof, all financial obligations of the City under this Indenture are limited to the Trust Estate and amounts appropriated by the City for any purpose hereunder; provided, however, the City's failure to make any payment required hereunder in the manner and time required hereunder shall constitute an Event of Default hereunder.

10.4 Evidence of Signature of Owners and Ownership of Certificates.

(a) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing, proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Certificates shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(i) The fact and date of the execution by any Owner or such Owner's attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which such officer purports to act that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public; and

(ii) The fact of the ownership by any Person of Certificates and the amounts and numbers of such Certificates, and the date of the ownership of the same, may be proved by the registration records of the Trustee.

(b) Any request or consent of the Owner of any Certificate shall bind all transferees of such Certificate in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

10.5 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person other than the Lessor, the City, the Trustee, and the Owners of the Certificates, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Trustee shall be for the sole and exclusive benefit of the City, the Trustee, the Lessor, and the Owners, and their respective successors and assigns.

10.6 City and Trustee Representatives. Whenever under the provisions hereof the approval of the City or the Trustee is required to take some action, or the City or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the City by the City Representative and for the Trustee by the Trustee Representative, and the Trustee and the City shall be authorized to act on any such approval or request.

10.7 Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

10.8 Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed sufficiently given when mailed by certified or registered mail, postage prepaid, addressed as follows: if to the City, to City of Las Vegas, Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada, 89101, Attn: Director; if to the Trustee, to U.S. Bank National Association, Corporate Trust Services, 101 N. 1st Avenue, Suite 1600, Phoenix, Arizona, 85003; and if to the Lessor, to (a) Dimitri Vazelakis, Forest City Commercial Group, 949 S. Hope Street, Suite 200, Los Angeles, California, 90015 and (b) David Phillips, Forest City Commercial Group, 1300 West Sunset Road, Suite 1400, Henderson, Nevada, 89014, with a copy to Forest City Enterprises, Inc., Terminal Tower, Suite 1360, 50 Public Square, Cleveland, Ohio, 44113, Attn: General Counsel. The entities listed above may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

10.9 No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the City or the Trustee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or the Trustee, as the case may be, and not of any member, director, officer, employee, servant or other agent of the City or the Trustee in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of

the City or the Trustee or any natural Person executing this Indenture or any related document or instrument.

10.10 Nature of City Obligations; Need for Appropriations. All of the City's payment obligations under this Indenture are subject to the City Council of the City lawfully making an appropriation to pay the amount needed to fulfill the obligation and are binding upon the City only to the extent such an appropriation is made. Nothing herein obligates the City Council of the City to make any such appropriation; provided, however, the City's failure to make any payment required hereunder in the manner and time required hereunder shall constitute an Event of Default hereunder.

10.11 Reports to Lessor. The Trustee shall provide a report to the City and the Lessor at least once each month that indicates the disbursements from, the investments in, and all other activity related to, the Construction Fund, so for so long as any moneys are contained within the Construction Fund. The Trustee shall also provide, upon request and after reasonable notice, reports to the City and the Lessor relating to the Construction Fund and any other fund or account established under this Indenture.

10.12 Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Indenture is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture.

10.13 Severability. In the event that any provision of this Indenture, other than the obligation of the City to deliver the Trust Estate to the Trustee, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.14 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

10.15 Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Indenture.

10.16 Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Trustee have executed this Indenture as of the date first above written.

CITY OF LAS VEGAS, NEVADA

By: _____
Authorized Representative

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[Signature Page to Indenture of Trust]

EXHIBIT A
FORM OF SERIES 2009A CERTIFICATE

TAX-EXEMPT CERTIFICATE OF PARTICIPATION
(City Hall Project), Series 2009A
Evidencing Assignments of
Proportionate Undivided Interests in the
Right to Receive Certain Revenues Consisting Principally of
Rental Payments Payable by the

CITY OF LAS VEGAS, NEVADA

Under a Lease Purchase Agreement dated December 17, 2009 with
QH LAS VEGAS, LLC

No. ___ $_____

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	December 17, 2009	

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM:

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation (this "2009A Certificate"), together with (a) all other Tax-Exempt Certificates of Participation (City Hall Project), Series 2009A, in the aggregate original principal amount of $_____ (the "2009A Certificates"), and (b) the Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds), in the aggregate original principal amount of $_____ (the "2009B Certificates" and together with the 2009A Certificates, the "2009 Certificates"), is the Owner of a proportionate undivided interest in rights to receive certain revenues, as described below, pursuant to a Lease Purchase Agreement dated December 17, 2009 (which Agreement as from time to time amended is referred to herein as the "Financing Lease"), between QH Las Vegas, LLC, a Delaware limited liability company, as lessor (the "Lessor"), and the City of Las Vegas, Nevada, as lessee (the "City"), thereunder. The interest of the Registered Owner of this 2009A Certificate is secured as provided in the Financing Lease and in the Indenture of Trust dated as of December 1, 2009 (which Indenture, as from time to time amended, is herein referred to as the "Indenture"), between the City and U.S. Bank National Association, as trustee, or its successor (the "Trustee") for the Registered Owners of the Certificates (the "Certificate Owners"). The rights (with certain exceptions) of the Lessor under the Financing Lease have been assigned by the Lessor to the Trustee pursuant to an Assignment Agreement dated December 17, 2009 (the "Assignment Agreement"), by and between the Trustee and the Lessor, for the benefit of the Certificate Owners. Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Indenture.

Pursuant to the Financing Lease and the Indenture, the Registered Owner hereof is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, on the Maturity Date (stated above) or earlier as hereinafter provided, the Principal Sum (stated above), and interest thereon from the Original Issue Date (stated above) as described in the Indenture at the Interest Rate (stated above) and payable semiannually on March 1 and September 1 of each year, commencing _____, 20__.

The Principal Sum of this 2009A Certificate is payable to the Registered Owner hereof upon presentation and surrender of this 2009A Certificate at the principal corporate trust office of the Trustee; and interest hereon is payable by check or draft of the Trustee, or in the case of an Owner of $1,000,000 or more in aggregate principal amount of Certificates, by wire transfer of funds to a bank account designated by such Owner in written instructions to the Trustee, as shown on the registration books kept by the Trustee as of the close of business on the "regular record date," which is the 15th day of the calendar month immediately preceding the month of the interest payment date (whether or not a Business Day) or on a "special record date" established in accordance with the Indenture. The Trustee may treat the Registered Owner of this 2009A Certificate appearing on the registration books maintained by the Trustee as the absolute owner hereof for all purposes and is not to be affected by any notice to the contrary. The Principal Sum of this 2009A Certificate and the interest thereon are payable in lawful money of the United States of America. Notwithstanding the foregoing, the Trustee may make payments of interest with respect to this 2009A Certificate by such alternate means as may be mutually agreed upon by the Registered Owner hereof and the Trustee, with any cost or expense to be paid by the Registered Owner.

The 2009 Certificates have been executed and delivered pursuant to the Indenture for the purpose, among others, of providing funds to finance the construction and improvement of a facility to be used as a City Hall for the City. Under the Financing Lease, the City has agreed, subject to annual appropriation by the City Council of the City, to pay directly to the Trustee, as assignee of the Lessor, annual rental payments (the "Base Rent) in consideration for its right to use the Leased Property, the proceeds of which are required by the Indenture to be distributed by the Trustee to the payment of the principal of and interest with respect to the 2009 Certificates. In addition to the Base Rent, the City has agreed, subject to annual appropriation by the City Council of the City, to make certain other payments (the "Additional Rent") sufficient to pay the fees and expenses of the Trustee, certain insurance premiums, taxes, utility charges, costs of maintenance and repair and other expenses expressly required to be paid by the City under the Financing Lease.

The obligation of the City to pay Base Rent and Additional Rent under the Financing Lease will terminate in the event that the City, for any reason, fails to appropriate moneys to pay all Base Rent and reasonably estimated Additional Rent during the next occurring fiscal year term of the City. In the event that the Lease Term (as defined in the Financing Lease) is terminated by the City as set forth above (herein referred to as an "Event of Non-appropriation") or is terminated by reason of an Event of Default (as defined in the Financing Lease), the Maturity Value of this Certificate and interest with respect thereto (as applicable) will be payable from such moneys, if any, as may be available for such purpose, including any moneys received or derived by the Trustee from the Trust Estate, including but not limited to the leasing of or a liquidation of the interest of the Lessor in the Leased Property.

Prepayment Provisions

Optional Prepayment

The 2009A Certificates shall, subject to certain restrictions in the Indenture relating to the use of monies in the 2009A Project Account, be called for prepayment, in whole or in part from such maturities as are selected by the City, on any date on and after September 1, 2019, in the event, and to the extent, that sufficient moneys to make such prepayment (or Defeasance Securities which, without reinvestment, will generate sufficient moneys to make such prepayment) are actually received by the Trustee from the City for such purpose together with directions by the City to apply such moneys to such prepayment, at a prepayment price equal to the principal amount of the 2009A Certificates called for prepayment, plus accrued interest with respect thereto to the prepayment date, without premium.

Mandatory Sinking Fund Prepayment

The following principal amounts of the 2009A Certificates maturing September 1, 20__, shall be subject to mandatory sinking fund prepayment (after credit as provided below) on September 1 of the following years, at a prepayment price equal to the principal amount set forth below plus interest accrued with respect thereto to the sinking fund payment date:

Year	Principal Amount

The remaining $_____ of the 2009A Certificates maturing September 1, 20___ shall be paid upon presentation and surrender at maturity unless prepaid prior to maturity.

Extraordinary Mandatory Prepayment

Condemnation or Title Defect – Loss of All or Substantially All of Leased Property

In the event "all or substantially all" (as defined in the Indenture) of the Leased Property is condemned or title to or the use of "all or substantially all" of the Leased Property is lost by reason of a defect in title thereto, the Certificates shall be prepaid in whole (subject to the availability of funds as further described below) on the earliest practicable date selected by the Trustee at a prepayment price equal to the principal amount thereof, plus accrued interest with respect thereto to the prepayment date, from the Net Proceeds received from the related condemnation award or title insurance policy and, subject to certain limitations described in the Indenture, any other moneys legally available to the Trustee under the Financing Lease, the Indenture, or the Deed of Trust (as described in the following sentence). Upon the occurrence of an event described in the preceding sentence, the Trustee may pursue any available remedies

under the Deed of Trust as though an Event of Default had occurred under the Indenture and apply the proceeds received from such remedies in accordance with the balance of this section.

If the Net Proceeds resulting from such condemnation or title defect, together with any moneys available under the Financing Lease, the Indenture (subject to certain limitations described therein), or the Deed of Trust are insufficient to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such Net Proceeds and other moneys shall be applied to the proportionate payment of the principal of each Certificate and accrued interest with respect thereto to the prepayment date according to the proportion that the principal of each Certificate and accrued interest with respect thereto to the prepayment date bears to the total principal of all Outstanding Certificates and accrued interest with respect thereto to the prepayment date. In the event that such Net Proceeds and other moneys are in excess of the amount required to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such excess moneys shall be paid to the City as an overpayment of the Prepayment Option Price (as defined in the Financing Lease).

IF THE CERTIFICATES ARE PREPAID PURSUANT TO THE TWO IMMEDIATELY PRECEDING PARAGRAPHS FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED WITH RESPECT THERETO TO THE PREPAYMENT DATE, SUCH PARTIAL PAYMENT SHALL BE DEEMED TO CONSTITUTE A PREPAYMENT IN WHOLE OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

Condemnation; Loss of Title - Less than All or Substantially All of Leased Property.

In the event less than "all or substantially all" of the Leased Property is condemned or title to or the use of "all or substantially all" of the Leased Property is impaired by reason of a defect in title thereto, the Trustee shall call, subject to certain limitations provided in the Indenture and only to the extent of the Net Proceeds, a pro rata portion of the principal amount of each maturity of each series of the Certificates (in accordance with the following sentence) for partial extraordinary mandatory prepayment on the earliest practicable date selected by the Trustee, at a prepayment price equal to 100% of the principal amount prepaid plus interest accrued with respect thereto to the prepayment date. The Net Proceeds and any other moneys applied pursuant to this paragraph shall be allocated proportionately among the principal amount of each maturity of each series of the Certificates according to the proportion the principal amount of such maturity of such series of the Certificates bears to the total principal amount of Outstanding Certificates, plus interest accrued with respect thereto to the prepayment date.

Non-appropriation; Event of Default.

If an Event of Non-appropriation under the Financing Lease, an Event of Default under the Financing Lease, or an Event of Default hereunder occurs, the Certificates may be prepaid in whole (subject to the availability of funds as further described below) on the earliest practicable date selected by the Trustee, at a prepayment price equal to the principal amount thereof plus interest accrued with respect thereto to the prepayment date.

Upon the occurrence of any event described in the preceding paragraph, the Trustee shall, at the direction of the Committee, and upon indemnification as to fees, costs and expenses, exercise all or any combination of the remedies provided in the Financing Lease, the Indenture, or the Deed of Trust (as described in the following sentence) and the Certificates shall be prepaid by the Trustee from the moneys resulting from the exercise of such remedies and, subject to certain limitations provided in the Indenture, all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates. Upon the occurrence of any event described in the preceding paragraph, the Trustee may pursue any available remedies under the Deed of Trust as though an Event of Default had occurred under the Indenture and apply the proceeds received from such remedies in accordance with this section.

If the moneys resulting from the exercise of all remedies and any other moneys are insufficient to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such Net Proceeds and other moneys shall be applied to the proportionate payment of the principal of each Certificate and accrued interest with respect thereto to the prepayment date according to the proportion the principal of each Certificate and accrued interest with respect thereto to the prepayment date bears to the total principal of all Outstanding Certificates and accrued interest with respect thereto to the prepayment date. In the event that such Net Proceeds resulting from the exercise of such remedies and other moneys are in excess of the amount required to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such excess moneys shall be paid to the City as an overpayment of the Prepayment Option Price.

IF THE CERTIFICATES ARE PREPAID PURSUANT TO THE THREE IMMEDIATELY PRECEDING PARAGRAPHS FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED WITH RESPECT THERETO TO THE PREPAYMENT DATE, SUCH PARTIAL PAYMENT SHALL BE DEEMED TO CONSTITUTE A PREPAYMENT IN WHOLE OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

Non-appropriation; Other Mandatory Prepayment.

If the Leased Property is destroyed or damaged in whole or in part by fire or other casualty and (a) the Net Proceeds, together with the monies in the Insurance Deductible Fund, are insufficient to pay in full the cost of repairing or replacing the Leased Property and (b) the City, within 60 days of such occurrence, fails to appropriate moneys sufficient to cover such deficiency, the Certificates shall, subject to certain limitations provided in the Indenture, be prepaid in whole (subject to the availability of funds as further described below) on the earliest practicable date selected by the Trustee, at a prepayment price equal to the principal amount thereof, plus interest accrued with respect thereto to the prepayment date.

If the Net Proceeds are insufficient to pay in full the principal amount of and accrued interest with respect to all Outstanding Certificates, the Trustee shall, at the direction of the Committee, and upon indemnification as to fees, costs and expenses, exercise all or any combination of remedies provided in the Financing Lease, the Indenture, or the Deed of Trust (as

described in the following sentence) and the Certificates shall be prepaid by the Trustee from the Net Proceeds and other moneys resulting from the exercise of such remedies and, subject to certain limitations provided in the Indenture, all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates. Upon the occurrence of any event described in the preceding paragraph, the Trustee may pursue any available remedies under the Deed of Trust as though an Event of Default had occurred hereunder and apply the proceeds received from such remedies in accordance with this section.

If the Net Proceeds together with any moneys resulting from the exercise of all remedies and other moneys are insufficient to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such Net Proceeds and other moneys shall be applied to the proportionate payment of the principal of each Certificate and accrued interest with respect thereto to the prepayment date according to the proportion that the principal of each Certificate and accrued interest with respect thereto to the prepayment date bears to the total principal of all Outstanding Certificates and accrued interest with respect thereto to the prepayment date. In the event that such Net Proceeds resulting from the exercise of such remedies and other moneys are in excess of the amount required to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such excess moneys shall be paid to the City as an overpayment of the Prepayment Option Price.

Notwithstanding anything contained in the Indenture to the contrary, upon the occurrence of an event described in the first paragraph of this section, the Trustee shall, if directed by the Committee, apply the available Net Proceeds toward the renovation and, if necessary, modification of the Leased Property and thereafter sell or lease such Leased Property as provided in the Financing Lease.

IF THE CERTIFICATES ARE PREPAID PURSUANT TO THE IMMEDIATELY PRECEDING FOUR PARAGRAPHS FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED WITH RESPECT THERETO TO THE PREPAYMENT DATE, SUCH PARTIAL PREPAYMENT SHALL BE DEEMED TO CONSTITUTE A PREPAYMENT IN WHOLE OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PREPAYMENT NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

Notice of Prepayment

Prepayment shall be made on not less than 30 days notice in the manner provided by the Indenture.

NONE OF THE FINANCING LEASE, THE INDENTURE, OR THE 2009 CERTIFICATES CONSTITUTES A GENERAL OBLIGATION OR A MULTIPLE-FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NONE OF THE FINANCING LEASE, THE INDENTURE, OR THE CERTIFICATES HAS DIRECTLY OR INDIRECTLY OBLIGATED THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR ANY FISCAL YEAR IN

WHICH THE FINANCING LEASE SHALL BE IN EFFECT. EXCEPT TO THE EXTENT PAYABLE FROM THE PROCEEDS OF THE SALE OF THE 2009 CERTIFICATES AND INCOME FROM THE INVESTMENT THEREOF, FROM NET PROCEEDS OF CERTAIN INSURANCE POLICIES AND CONDEMNATION AWARDS, FROM NET PROCEEDS RECEIVED OR DERIVED FROM THE TRUST ESTATE, INCLUDING THE LEASING OF OR A LIQUIDATION OF THE LEASED PROPERTY OR FROM OTHER AMOUNTS MADE AVAILABLE UNDER THE INDENTURE, THE 2009 CERTIFICATES WILL BE PAYABLE DURING THE LEASE TERM SOLELY FROM BASE RENT TO BE PAID BY THE CITY UNDER THE FINANCING LEASE. ALL PAYMENT OBLIGATIONS OF THE CITY UNDER THE FINANCING LEASE, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION OF THE CITY TO PAY BASE RENT, ARE FROM YEAR TO YEAR ONLY AND DO NOT CONSTITUTE A MANDATORY PAYMENT OBLIGATION OF THE CITY IN ANY FISCAL YEAR BEYOND A FISCAL YEAR IN WHICH THE FINANCING LEASE SHALL BE IN EFFECT.

THE FINANCING LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT. IN SUCH EVENT, ALL PAYMENTS FROM THE CITY UNDER THE FINANCING LEASE WILL TERMINATE, AND THE 2009 CERTIFICATES AND THE INTEREST THEREON WILL BE PAYABLE FROM CERTAIN MONEYS, IF ANY, HELD BY THE TRUSTEE UNDER THE INDENTURE AND ANY MONEYS MADE AVAILABLE BY ACTION OF THE TRUSTEE REGARDING THE LEASED PROPERTY. NONE OF THE 2009 CERTIFICATES, THE FINANCING LEASE OR THE INDENTURE SHALL GIVE RISE TO A PECUNIARY LIABILITY OF THE LESSOR.

The 2009 Certificates are executed and delivered solely as fully registered 2009 Certificates. The 2009 Certificates are not transferable except as provided in the Indenture.

The Trustee may waive an Event of Non-appropriation or an Event of Default under certain circumstances as provided in the Financing Lease and the Indenture.

The Indenture permits amendments thereto and to the Financing Lease, upon the agreement of the City and the Trustee and compliance with the other requirements of the Indenture.

Any consent or request by the Registered Owner of this 2009A Certificate shall be conclusive and binding upon such owner and upon all future registered owners of this 2009A Certificate and of any 2009A Certificate executed and delivered upon the transfer of this 2009A Certificate whether or not notation of such consent or request is made upon this 2009A Certificate.

This 2009A Certificate is executed and delivered with the intent that the laws of the State of Nevada shall govern its legality, validity, enforceability and construction.

This 2009A Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Financing Lease, until executed on behalf of the Trustee.

The Trustee has executed this Certificate solely in its capacity as Trustee under the Indenture and not in its individual or personal capacity. The Trustee is not liable for the obligations evidenced by the Certificates except from amounts held by it in its capacity as Trustee under the Indenture.

IN WITNESS WHEREOF, this 2009A Certificate has been executed with the manual signature of an authorized signatory of the Trustee, all as of the date set forth below.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

Execution Date: _____

FOR VALUE RECEIVED THE UNDERSIGNED HEREBY SELLS, ASSIGNS AND TRANSFERS UNTO

_____

(Please print or type name and address of Transferee)

(Tax Identification or Social Security No. _____)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Certificate in every particular without alteration or enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

[End of Form of Certificate]

EXHIBIT B
FORM OF SERIES 2009B CERTIFICATE

TAXABLE CERTIFICATE OF PARTICIPATION
(City Hall Project), Series 2009B
(Direct Pay Build America Bond)
Evidencing Assignments of
Proportionate Undivided Interests in the
Right to Receive Certain Revenues Consisting Principally of
Rental Payments Payable by the

CITY OF LAS VEGAS, NEVADA

Under a Lease Purchase Agreement dated December 17, 2009 with
QH LAS VEGAS, LLC

No. ___ $_____

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	December 17, 2009	

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM:

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation (this "2009B Certificate"), together with (a) all other Taxable Certificates of Participation (City Hall Project), Series 2009B (Direct Pay Build America Bonds), in the aggregate original principal amount of $_____ (the "2009B Certificates"), and (b) the Tax-Exempt Certificates of Participation (City Hall Project), Series 2009A, in the aggregate original principal amount of $_____ (the "2009A Certificates" and together with the 2009B Certificates, the "2009 Certificates"), is the Owner of a proportionate undivided interest in rights to receive certain revenues, as described below, pursuant to a Lease Purchase Agreement dated December 17, 2009 (which Agreement as from time to time amended is referred to herein as the "Financing Lease"), between QH Las Vegas, LLC, a Delaware limited liability company, as lessor (the "Lessor"), and the City of Las Vegas, Nevada, as lessee (the "City"), thereunder. The interest of the Registered Owner of this 2009B Certificate is secured as provided in the Financing Lease and in the Indenture of Trust dated as of December 1, 2009 (which Indenture, as from time to time amended, is herein referred to as the "Indenture"), between the City and U.S. Bank National Association, as trustee, or its successor (the "Trustee") for the Registered Owners of the Certificates (the "Certificate Owners"). The rights (with certain exceptions) of the Lessor under the Financing Lease have been assigned by the Lessor to the Trustee pursuant to an Assignment Agreement dated December 17, 2009 (the "Assignment Agreement"), by and between the Trustee and the Lessor, for the benefit of the 2009 Certificate Owners. Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Indenture.

Pursuant to the Financing Lease and the Indenture, the Registered Owner hereof is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, on the Maturity Date (stated above) or earlier as hereinafter provided, the Principal Sum (stated above), and interest thereon from the Original Issue Date (stated above) as described in the Indenture at the Interest Rate (stated above) and payable semiannually on March 1 and September 1 of each year, commencing _____, 20__.

The Principal Sum of this 2009B Certificate is payable to the Registered Owner hereof upon presentation and surrender of this 2009B Certificate at the principal corporate trust office of the Trustee; and interest hereon is payable by check or draft of the Trustee, or in the case of an Owner of $1,000,000 or more in aggregate principal amount of Certificates, by wire transfer of funds to a bank account designated by such Owner in written instructions to the Trustee, as shown on the registration books kept by the Trustee as of the close of business on the "regular record date," which is the 15th day of the calendar month immediately preceding the month of the interest payment date (whether or not a Business Day) or on a "special record date" established in accordance with the Indenture. The Trustee may treat the Registered Owner of this 2009B Certificate appearing on the registration books maintained by the Trustee as the absolute owner hereof for all purposes and is not to be affected by any notice to the contrary. The Principal Sum of this 2009B Certificate and the interest thereon are payable in lawful money of the United States of America. Notwithstanding the foregoing, the Trustee may make payments of interest with respect to this 2009B Certificate by such alternate means as may be mutually agreed upon by the Registered Owner hereof and the Trustee, with any cost or expense to be paid by the Registered Owner.

The 2009 Certificates have been executed and delivered pursuant to the Indenture for the purpose, among others, of providing funds to finance the construction and improvement of a facility to be used as a City Hall for the City. Under the Financing Lease, the City has agreed, subject to annual appropriation by the City Council of the City, to pay directly to the Trustee, as assignee of the Lessor, annual rental payments (the "Base Rent) in consideration for its right to use the Leased Property, the proceeds of which are required by the Indenture to be distributed by the Trustee to the payment of the principal of and interest with respect to the 2009 Certificates. In addition to the Base Rent, the City has agreed, subject to annual appropriation by the City Council of the City, to make certain other payments (the "Additional Rent") sufficient to pay the fees and expenses of the Trustee, certain insurance premiums, taxes, utility charges, costs of maintenance and repair and other expenses expressly required to be paid by the City under the Financing Lease.

The obligation of the City to pay Base Rent and Additional Rent under the Financing Lease will terminate in the event that the City, for any reason, fails to appropriate moneys to pay all Base Rent and reasonably estimated Additional Rent during the next occurring fiscal year term of the City. In the event that the Lease Term (as defined in the Financing Lease) is terminated by the City as set forth above (herein referred to as an "Event of Non-appropriation") or is terminated by reason of an Event of Default (as defined in the Financing Lease), the Maturity Value of this Certificate and interest with respect thereto (as applicable) will be payable from such moneys, if any, as may be available for such purpose, including any moneys received or derived by the Trustee from the Trust Estate, including but not limited to the leasing of or a liquidation of the interest of the Lessor in the Leased Property.

Prepayment Provisions

Optional Prepayment

The 2009B Certificates shall, subject to certain restrictions on the use of funds in the 2009B Project Account, be called for prepayment, in whole or in part from such maturities as are selected by the City, on any date on and after September 1, 2019, in the event, and to the extent, that sufficient moneys to make such payment (or Defeasance Securities which, without reinvestment, will generate sufficient moneys to make such prepayment) are actually received by the Trustee from the City for such purpose together with directions by the City to apply such moneys to such prepayment, at a prepayment price equal to the principal amount of the 2009B Certificates called for prepayment, plus accrued interest with respect thereto to the prepayment date, without premium.

Mandatory Sinking Fund Prepayment

The following principal amounts of the 2009B Certificates maturing September 1, 20__, shall be subject to mandatory sinking fund prepayment (after credit as provided below) on September 1 of the following years, at a prepayment price equal to the principal amount set forth below plus interest accrued with respect thereto to the sinking fund payment date:

Year	Principal Amount

The remaining $_____ of the 2009B Certificates maturing September 1, 20___ shall be paid upon presentation and surrender at maturity unless prepaid prior to maturity.

Extraordinary Optional Prepayment

From the date of execution and delivery of the 2009B Certificates up to, but not including, the first optional prepayment date of the 2009B Certificates, the 2009B Certificates are also subject to extraordinary prepayment prior to their respective maturities, at the option of the City, upon the occurrence of an Extraordinary Event from any source of available funds, in whole or in part from such maturities as are selected by the City at the "Make-Whole Prepayment Price." Notwithstanding any notice requirements of the Indenture applicable to prepayments of the 2009B Certificates, notice of any extraordinary prepayment shall be immediate.

The "Make-Whole Prepayment Price" means the amount equal to the greater of the following:

(1) the issue price of the 2009B Certificates to be prepaid set forth in the Certificate Purchase Agreement (but not less than 100% of the principal amount of such 2009B Certificates to be prepaid); or

(2) the sum of the present value of the remaining scheduled payments of principal and interest with respect to the 2009B Certificates to be prepaid to the maturity date of such 2009B Certificates, not including any portion of those payments of interest accrued and unpaid as of the date on which the 2009B Certificates are to be prepaid, discounted to the date on which the 2009B Certificates are to be prepaid on a semi-annual basis, assuming a 360-day year containing twelve 30-day months, at the Treasury Rate, plus 100 basis points; plus, in each case, accrued interest with respect to the 2009B Certificates to be prepaid to the prepayment date.

For purpose of determining the Make–Whole Prepayment Price, the following definitions apply:

"Treasury Rate" means, with respect to any prepayment date for a particular 2009B Certificate, the yield to maturity as of such prepayment date of United State Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the prepayment date (excluding inflation-indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the prepayment date to the maturity date of the 2009B Certificates to be prepaid; provided, however that if the period from the prepayment date to the maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

Extraordinary Mandatory Prepayment

Condemnation or Title Defect – Loss of All or Substantially All of Leased Property

In the event "all or substantially all" (as defined in the Indenture) of the Leased Property is condemned or title to or the use of "all or substantially all" of the Leased Property is lost by reason of a defect in title thereto, the Certificates shall be prepaid in whole (subject to the availability of funds as further described below) on the earliest practicable date selected by the Trustee at a prepayment price equal to the principal amount thereof, plus accrued interest with respect thereto to the prepayment date, from the Net Proceeds received from the related condemnation award or title insurance policy and, subject to certain limitations described in the Indenture, any other moneys legally available to the Trustee under the Financing Lease, the Indenture, or the Deed of Trust (as described in the following sentence). Upon the occurrence of an event described in the preceding sentence, the Trustee may pursue any available remedies under the Deed of Trust as though an Event of Default had occurred under the Indenture and apply the proceeds received from such remedies in accordance with the balance of this section.

If the Net Proceeds resulting from such condemnation or title defect, together with any moneys available under the Financing Lease, the Indenture (subject to certain limitations described therein), or the Deed of Trust are insufficient to prepay the Certificates at 100% of the

principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such Net Proceeds and other moneys shall be applied to the proportionate payment of the principal of each Certificate and accrued interest with respect thereto to the prepayment date according to the proportion that the principal of each Certificate and accrued interest with respect thereto to the prepayment date bears to the total principal of all Outstanding Certificates and accrued interest with respect thereto to the prepayment date. In the event that such Net Proceeds and other moneys are in excess of the amount required to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such excess moneys shall be paid to the City as an overpayment of the Prepayment Option Price (as defined in the Financing Lease).

IF THE CERTIFICATES ARE PREPAID PURSUANT TO THE TWO IMMEDIATELY PRECEDING PARAGRAPHS FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED WITH RESPECT THERETO TO THE PREPAYMENT DATE, SUCH PARTIAL PREPAYMENT SHALL BE DEEMED TO CONSTITUTE A PREPAYMENT IN WHOLE OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PREPAYMENT NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

Condemnation; Loss of Title - Less than All or Substantially All of Leased Property.

In the event less than "all or substantially all" of the Leased Property is condemned or title to or the use of "all or substantially all" of the Leased Property is impaired by reason of a defect in title thereto, the Trustee shall call, subject to certain limitations provided in the Indenture and only to the extent of the Net Proceeds, a pro rata portion of the principal amount of each maturity of each series of the Certificates (in accordance with the following sentence) for partial extraordinary mandatory prepayment on the earliest practicable date selected by the Trustee, at a prepayment price equal to 100% of the principal amount prepaid plus interest accrued with respect thereto to the prepayment date. The Net Proceeds and any other moneys applied pursuant to this paragraph shall be allocated proportionately among the principal amount of each maturity of each series of the Certificates according to the proportion the principal amount of such maturity of such series of the Certificates bears to the total principal amount of Outstanding Certificates, plus interest accrued with respect thereto to the prepayment date.

Non-appropriation; Event of Default.

If an Event of Non-appropriation under the Financing Lease, an Event of Default under the Financing Lease, or an Event of Default hereunder occurs, the Certificates may be prepaid in whole (subject to the availability of funds as further described below) on the earliest practicable date selected by the Trustee, at a prepayment price equal to the principal amount thereof plus interest accrued with respect thereto to the prepayment date.

Upon the occurrence of any event described in the preceding paragraph, the Trustee shall, at the direction of the Committee, and upon indemnification as to fees, costs and expenses, exercise all or any combination of the remedies provided in the Financing Lease, the Indenture, or the Deed of Trust (as described in the following sentence) and the Certificates shall be prepaid

by the Trustee from the moneys resulting from the exercise of such remedies and, subject to certain limitations provided in the Indenture, all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates. Upon the occurrence of any event described in the preceding paragraph, the Trustee may pursue any available remedies under the Deed of Trust as though an Event of Default had occurred under the Indenture and apply the proceeds received from such remedies in accordance with this section.

If the moneys resulting from the exercise of all remedies and any other moneys are insufficient to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such Net Proceeds and other moneys shall be applied to the proportionate payment of the principal of each Certificate and accrued interest with respect thereto to the prepayment date according to the proportion the principal of each Certificate and accrued interest with respect thereto to the prepayment date bears to the total principal of all Outstanding Certificates and accrued interest with respect thereto to the prepayment date. In the event that such Net Proceeds resulting from the exercise of such remedies and other moneys are in excess of the amount required to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such excess moneys shall be paid to the City as an overpayment of the Prepayment Option Price.

IF THE CERTIFICATES ARE PREPAID PURSUANT TO THE THREE IMMEDIATELY PRECEDING PARAGRAPHS FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED WITH RESPECT THERETO TO THE PREPAYMENT DATE, SUCH PARTIAL PREPAYMENT SHALL BE DEEMED TO CONSTITUTE A PREPAYMENT IN WHOLE OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PREPAYMENT NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

Non-appropriation; Other Mandatory Prepayment.

If the Leased Property is destroyed or damaged in whole or in part by fire or other casualty and (a) the Net Proceeds, together with the monies in the Insurance Deductible Fund, are insufficient to pay in full the cost of repairing or replacing the Leased Property and (b) the City, within 60 days of such occurrence, fails to appropriate moneys sufficient to cover such deficiency, the Certificates shall, subject to certain limitations provided in the Indenture, be prepaid in whole (subject to the availability of funds as further described below) on the earliest practicable date selected by the Trustee, at a prepayment price equal to the principal amount thereof, plus interest accrued with respect thereto to the prepayment date.

If the Net Proceeds are insufficient to pay in full the principal amount of and accrued interest with respect to all Outstanding Certificates, the Trustee shall, at the direction of the Committee, and upon indemnification as to fees, costs and expenses, exercise all or any combination of remedies provided in the Financing Lease, the Indenture, or the Deed of Trust (as described in the following sentence) and the Certificates shall be prepaid by the Trustee from the Net Proceeds and other moneys resulting from the exercise of such remedies and, subject to certain limitations provided in the Indenture, all other moneys, if any, then on hand and being

held by the Trustee for the Owners of the Certificates. Upon the occurrence of any event described in the preceding paragraph, the Trustee may pursue any available remedies under the Deed of Trust as though an Event of Default had occurred hereunder and apply the proceeds received from such remedies in accordance with this section.

If the Net Proceeds together with any moneys resulting from the exercise of all remedies and other moneys are insufficient to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such Net Proceeds and other moneys shall be applied to the proportionate payment of the principal of each Certificate and accrued interest with respect thereto to the prepayment date according to the proportion the principal of each Certificate and accrued interest with respect thereto to the prepayment date bears to the total principal of all Outstanding Certificates and accrued interest with respect thereto to the prepayment date. In the event that such Net Proceeds resulting from the exercise of such remedies and other moneys are in excess of the amount required to prepay the Certificates at 100% of the principal amount thereof plus interest accrued with respect thereto to the prepayment date, then such excess moneys shall be paid to the City as an overpayment of the Prepayment Option Price.

Notwithstanding anything contained in the Indenture to the contrary, upon the occurrence of an event described in the first paragraph of this section, the Trustee shall, if directed by the Committee, apply the available Net Proceeds toward the renovation and, if necessary, modification of the Leased Property and thereafter sell or lease such Leased Property as provided in the Financing Lease.

IF THE CERTIFICATES ARE PREPAID PURSUANT TO THE IMMEDIATELY PRECEDING FOUR PARAGRAPHS FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED WITH RESPECT THERETO TO THE PREPAYMENT DATE, SUCH PARTIAL PREPAYMENT SHALL BE DEEMED TO CONSTITUTE A PREPAYMENT IN WHOLE OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PREPAYMENT NO OWNER OF ANY CERTIFICATE SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

Notice of Prepayment

Prepayment shall be made on not less than 30 days notice in the manner provided by the Indenture.

NONE OF THE FINANCING LEASE, THE INDENTURE, OR THE 2009 CERTIFICATES CONSTITUTES A GENERAL OBLIGATION OR A MULTIPLE-FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NONE OF THE FINANCING LEASE, THE INDENTURE, OR THE CERTIFICATES HAS DIRECTLY OR INDIRECTLY OBLIGATED THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR ANY FISCAL YEAR IN WHICH THE FINANCING LEASE SHALL BE IN EFFECT. EXCEPT TO THE EXTENT PAYABLE FROM THE PROCEEDS OF THE SALE OF THE 2009 CERTIFICATES AND INCOME FROM THE INVESTMENT THEREOF, FROM NET PROCEEDS OF CERTAIN

INSURANCE POLICIES AND CONDEMNATION AWARDS, FROM NET PROCEEDS RECEIVED OR DERIVED FROM THE TRUST ESTATE, INCLUDING THE LEASING OF OR A LIQUIDATION OF THE LEASED PROPERTY OR FROM OTHER AMOUNTS MADE AVAILABLE UNDER THE INDENTURE, THE 2009 CERTIFICATES WILL BE PAYABLE DURING THE LEASE TERM SOLELY FROM BASE RENT TO BE PAID BY THE CITY UNDER THE FINANCING LEASE. ALL PAYMENT OBLIGATIONS OF THE CITY UNDER THE FINANCING LEASE, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION OF THE CITY TO PAY BASE RENT, ARE FROM YEAR TO YEAR ONLY AND DO NOT CONSTITUTE A MANDATORY PAYMENT OBLIGATION OF THE CITY IN ANY FISCAL YEAR BEYOND A FISCAL YEAR IN WHICH THE FINANCING LEASE SHALL BE IN EFFECT.

THE FINANCING LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT. IN SUCH EVENT, ALL PAYMENTS FROM THE CITY UNDER THE FINANCING LEASE WILL TERMINATE, AND THE 2009 CERTIFICATES AND THE INTEREST THEREON WILL BE PAYABLE FROM CERTAIN MONEYS, IF ANY, HELD BY THE TRUSTEE UNDER THE INDENTURE AND ANY MONEYS MADE AVAILABLE BY ACTION OF THE TRUSTEE REGARDING THE LEASED PROPERTY. NONE OF THE 2009 CERTIFICATES, THE FINANCING LEASE OR THE INDENTURE SHALL GIVE RISE TO A PECUNIARY LIABILITY OF THE LESSOR.

The 2009 Certificates are executed and delivered solely as fully registered 2009 Certificates. The 2009 Certificates are not transferable except as provided in the Indenture.

The Trustee may waive an Event of Non-appropriation or an Event of Default under certain circumstances as provided in the Financing Lease and the Indenture.

The Indenture permits amendments thereto and to the Financing Lease, upon the agreement of the City and the Trustee and compliance with the other requirements of the Indenture.

Any consent or request by the Registered Owner of this 2009B Certificate shall be conclusive and binding upon such owner and upon all future registered owners of this 2009B Certificate and of any 2009B Certificate executed and delivered upon the transfer of this 2009B Certificate whether or not notation of such consent or request is made upon this 2009B Certificate.

This 2009B Certificate is executed and delivered with the intent that the laws of the State of Nevada shall govern its legality, validity, enforceability and construction.

This 2009B Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Financing Lease, until executed on behalf of the Trustee.

IN WITNESS WHEREOF, this 2009B Certificate has been executed with the manual signature of an authorized signatory of the Trustee, all as of the date set forth below.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

Execution Date: _____

FOR VALUE RECEIVED THE UNDERSIGNED HEREBY SELLS, ASSIGNS AND TRANSFERS UNTO

_____

(Please print or type name and address of Transferee)

(Tax Identification or Social Security No. _____)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Certificate in every particular without alteration or enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

[End of Form of Certificate]

EXHIBIT C

LEGAL DESCRIPTION OF THE SITE

Being a portion of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, Clark County, Nevada, being that portion Lots 1 through 16 inclusive and all of Lots 17 through 32 inclusive and all of that certain vacatated 20' alley that lies between Lewis Avenue and Clark Avenue within a portion of Block 6 as shown on the plat of Clark's Las Vegas Townsite, on file in Book 1, Page 37 of Plats, of Clark County, Nevada Records and described as follows:

Commencing at the found aluminum cap marking the intersection of Main Street and Clark Avenue on the Nevada Department of Transportation "O" Centerline; thence North 27°54'11" East, along said centerline, a distance of 50.03 feet; thence South 62°05'49" East, a distance of 49.00 feet to the point of beginning, said point also being on the Southeasterly right-of-way line of Main Street: thence North 27°54'11" East, along said Southeasterly right-of-way line, a distance of 380.72 feet (380.00' record) to the beginning of a 10.00 foot radius tangent curve, concave Southeasterly; thence Northeasterly along said curve, having a central angle of 90°01'00", a a curve length of 15.71 feet to a point on the Southwesterly right-of-way line of Lewis Avenue; thence South 62°04'49" East, along said Southwesterly right-of-way line, a distance of 275.19 feet (275.00' record) to the beginning of a 10.00 foot radius tangent curve, concave Southeasterly; thence Southeasterly along said curve, having a central angle of 89°59'04", a curve length of 15.71 feet to a point on the Northwesterly right-of-way line of First Street; thence South 27°54'15" West, along said Northwesterly right-of-way line, a distance of 380.52 feet (380.00' Record) to the beginning of a 10.00 foot radius tangent curve, concave Northwesterly; thence Southwesterly along said curve, having a central angle of 89°58'27", a curve length of 15.70 feet to a point on the Northeasterly right-of-way line of Clark Avenue; thence North 62°07'18" West, along said Northeasterly right-of-way line, a distance of 275.19 feet (275.00' Record) to the beginning of a 10.00 foot radius tangent curve, concave Northeasterly; thence Northwesterly along said curve, having a central angle 90°01'29" a curve length of 15.71 feet to the point of beginning.

Said legal description was prepared by Mark D. Herzig, PLS No. 18982, at Poggemeyer Design Group, Inc., 6960 Smoke Ranch Road # 110, Las Vegas, Nevada 89148.

EXHIBIT D

PROJECT ACCOUNT REQUISITION NO. _____

U.S. Bank National Association
Corporate Trust Services
101 North 1st Avenue, Ste. 1600
Phoenix, AZ 85003

Direction to Make Disbursements from 2009[A][B] Project Account Established in Connection with Certificates of Participation (City Hall Project) Series 2009

As Trustee under that certain Indenture of Trust dated as of _____, 2009 (the "Indenture"), by and between the City of Las Vegas, Nevada (the "City") and you, you are hereby directed to pay the following from the 2009[A][B] Project Account created in Section 3.3 of the Indenture to the Person(s) described below (supporting invoices, which Trustee shall have no obligation to review are attached) in the amount(s) set forth below for the Costs of the Projects described below and subject to the terms and conditions hereinafter described:

PERSONS AND AMOUNTS: _____

ITEMS WHICH ARE SUBJECT OF PAYMENT: _____

The City hereby certifies, in compliance with Section 3.3 of the Indenture (i) that none of the items for which the payment or reimbursement is proposed to be made has been the subject of any payment or reimbursement theretofore made from the 2009[A][B] Project Account; (ii) that the item(s) for which payment or reimbursement is sought is or was reasonable and necessary in connection with the acquisition, construction and installation of the Projects, and in all cases is a proper charge against the 2009[A][B] Project Account; (iii) that upon payment or reimbursement of the amount requested in this Requisition, the amount remaining in the Project Account, together with other legally available moneys of the Lessor, if any, will be sufficient to pay the portion of the Costs of the Projects then unpaid; (iv) that all previously disbursed amounts from the Project Account have been spent, or used for reimbursement of amounts spent, in accordance with the related requisition thereto; and (v) that no Event of Default under the

Indenture has occurred or is continuing or will occur as a result of the payment on this Requisition.

The undersigned representative of the City hereby certifies that such representative is authorized to execute and deliver this requisition on behalf of the City and the undersigned representative of the Lessor hereby certifies that such representative is authorized to execute and deliver this requisition on behalf of the Lessor.

Dated this _____ day of _____, 200__.

CITY OF LAS VEGAS, NEVADA

By: _____

QH LAS VEGAS, LLC

By: _____

EXHIBIT E

CERTIFICATE OF COMPLETION

To: U.S. Bank National Association
Corporate Trust Services
101 North 1st Avenue, Ste. 1600
Phoenix, AZ 85003

As Trustee under that certain Indenture of Trust dated as of December 1, 2009 (the "Indenture"), by and between the City of Las Vegas, Nevada (the "City") and you, you are hereby advised pursuant to Section 3.3(c)(i) of the Indenture that the Project described in the Indenture is complete and all Costs of the Project as described therein have been paid except for the following amounts to be set aside by the Trustee [in the 2009A Project Account] to pay remaining Costs of the Project: $_____.

Notwithstanding the foregoing, this Certificate shall not prejudice any rights against third parties which exist at the date hereof or which may subsequently come into being.

In accordance with Section 3.3(c)(i)(A)(1) of the Indenture, the City hereby directs the Trustee to apply any balance remaining in the 2009A Project Account as follows: _____.

Dated this _____ day of _____, 200__.

CITY OF LAS VEGAS, NEVADA

By: _____

QH LAS VEGAS, LLC

By: _____

The Cordish Company

The Power Plant
601 East Pratt Street, 6th Floor
Baltimore, MD 21202
(410) 752-5444
(410) 659-9491 (Fax)

RECEIVED
NOV 23 2009

November 19, 2009

The Honorable Stavros S. Anthony
Councilman
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, NV 89101

Dear Councilman Anthony:

It was a pleasure meeting you. Thank you again for your time.

One of the issues raised when we met in your office was the future of the current city hall site and whether The Cordish Companies would be willing to proceed with the arena development and entertainment district without the land under the city hall building. As I mentioned during our meeting, without the city hall land available for development, the scope of the project would be drastically altered; and because of the potentially significant impact on the development, all of the partners would need to consider and weigh-in on the issue. I further stated during the public hearing that we would consider the issue. Since the vote to move (or not move) the city hall is quickly approaching, it seemed prudent to consider this issue sooner than later and to expedite this portion of our feasibility analysis.

Based upon our initial analysis, we have concluded the removal of the city hall building is critical to The Cordish Companies involvement and the full and complete build-out of the arena, entertainment district, and hotel casino. Without its removal, there simply is not enough room to program the various uses and have the district function in a successful manner. As it stands, the arena and entertainment district footprint on the twelve acres adjacent to the city hall site is very tight. Without the availability of the city hall site, the functionality of the arena, adjoining entertainment district, and its future expansion would be critically impaired.

Please do not hesitate to contact me on this issue if you have any further questions. I am happy to share more details regarding our analysis with you.

Best regards,

Port Telles
Development Director
The Cordish Companies, Inc.

Cc: Mr. Scott Adams
Mr. Bill Arent
Mr. Blake Cordish

Submitted at City Council
Date 12/2/09 Item CC-50
CC/RDA 3-8

Fellow Las Vegans:

As you know, our economic fortunes have changed dramatically in the past few years.

We went from being America's boomtown to facing one of the nation's highest unemployment rates. Our property values are declining. High-profile construction projects have stalled.

One of the few bright spots in these tough times can be found in downtown Las Vegas, where the city is making quiet progress reshaping the heart of our community.

Future landmarks like the Smith Center for the Performing Arts and the Lou Ruvo Center for Brain Health are under construction on land once used for a rail yard. The Cleveland Clinic, an internationally renowned medical center, recently joined forces with the brain center, raising the bar for local medical care.

On November 4, the City Council had the foresight to sign an agreement with a proven developer seeking to create an arena and entertainment district where City Hall stands today.

On Dec. 2, the City Council faces an even bigger decision when it is scheduled to vote on proceeding with plans to develop a new and more efficient City Hall in another part of downtown, freeing up the current site for a higher and better use.

In these trying times, the City Council has the opportunity to create jobs and economic opportunities while developing a more vibrant downtown that will benefit our community for generations.

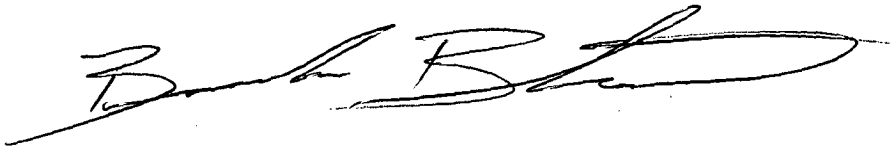
This downtown revitalization plan is projected to create over 13,000 permanent jobs and over $1 billion each year in economic activity.

A new UNLV survey shows that most Las Vegans want city leaders to spend money on jobs and economic development before they do anything else.

We and others who have invested heavily in the future of this city know that for every public dollar spent on downtown revitalization, the private sector spends $15.

That's why we, the undersigned, strongly support downtown revitalization and the new City Hall project to create jobs and jump-start our economy.

We encourage all Las Vegans to join us in telling the City Council that they share this goal.



Brandon Blust

Submitted at City Council
Date 12/2/09 Item CC-50
CC/RDA 3-8

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DEEDRA SIMONE MARQUEZ 702-629-9378

5020 SWAN RIVER #431

LAS VEGAS, NV 89103

DEEDRA SIMONE MARQUEZ

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NAME: Eduardo Reyes

ADDRESS: 138 Lonely Mountain ct

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NAME: JESUS MENDEZ GHYSLA

ADDRESS: 3643 ALTO AV. LAS VN. 89115

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NAME: Jose Gutierrez

ADDRESS: 748 Concrete Court Las Vegas Nevada 89110

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NAME: Fady Sagastume

ADDRESS: 2405 E McWilliams Ave

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NAME: Roldan Edgar-E.

ADDRESS: 5325 E. Tropicana #2026
LVNV 89122

Fellow Las Vegans:

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NAME: PEDRO GUEVARA C.

ADDRESS: 701 N. 13ST APT 215 LV NV 89101

Fellow Las Vegans:

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NAME: Miguel Day

ADDRESS: 3426 Sullivan Circle
North Las Vegas 89032

Fellow Las Vegans:

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NAME: Edith Najera

ADDRESS: 5900. W. Trop.
Las Vegas NV 89103

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NAME: Jason Jaquez

ADDRESS: 924 Altaville Ct.
LV NV 89138

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NAME: Mario Lopez

ADDRESS: 1904 ARMORE. St
LAS VEGAS NV 89104

Fellow Las Vegans:

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NAME: Dan T. Sloger

ADDRESS: 4511 PARK VIEW DRIVE
LAS VEGAS, NEVADA
89104

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NAME: Ana Perez

ADDRESS: 328 Wisteria Ave Las Vegas
89107

Fellow Las Vegans:

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NAME: Maria Carrasco

ADDRESS: Hot Springs Las Vegas Nevada 89116

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NAME: Hilario Barayas

ADDRESS: 1833 Palmer St North Las Vegas

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NAME: Peter Weingarthur

ADDRESS: 2106 Robinson Cir
Henderson, NV 89074

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NAME: patricia Carrasco

ADDRESS: 2921 Alise str Nor las Vegas 89030

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NAME: H. Leslie Andrade

ADDRESS: 3937 Spencer St #31
LV NV 89119

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NAME: Michael A Enriquez

ADDRESS: 416 CANLIN AVE

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NAME: Matin Fernando Felix

ADDRESS: 5720 Barlett 89108

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NAME: Fernando Vallesteros

ADDRESS: 560 Tomsik St.
Las Vegas NV. 89145

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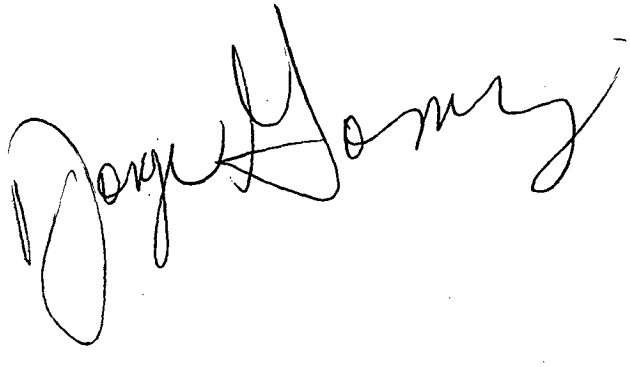

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NAME: Jesus Alberto Obeso

ADDRESS: 4437 COOL VALLEY DR

Vegas NV 89110

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NAME: Hilario Galindo

ADDRESS: 4835 Mountainvista St

Las Vegas, NV 89121

Fellow Las Vegans:

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NAME: Juan A. Azpeitia

ADDRESS: 1720 Kenneth St
N. Las Vegas NV 89030

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Esperanza Arellanos 4434861
3662 Ramrod Ave # 2
Las Vegas NV 89115

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NAME: Jerry Sanabria

ADDRESS: 2405 E McWilliam Ave

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NAME: Carolee Adair

ADDRESS:
4336 Sparkle Crest Ave
N. Las Vegas, NV
89031

Fellow Las Vegans:

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Peter C Tyrell

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NAME: Ovidio Ochoa

ADDRESS: 620 N BRUCE
Las Vegas NV 89101

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NAME: Luz Valdivia.

ADDRESS: 1754 Peanut Ct Las Vegas NV 89115

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NAME: Gilberto Cardona

ADDRESS: 4005 clove tree north L VM NV.

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Francisco Valenzuela
3733 Warm Breeze Way
Las Vegas NV 89129
Home 363 1956
Cell 373 9935

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Nathan Vaa

Local B.A. #13

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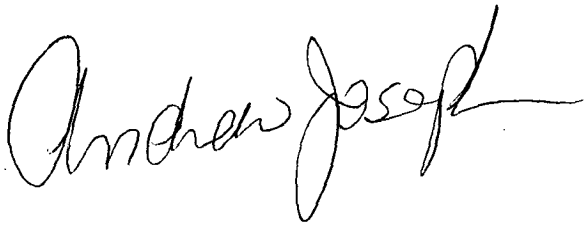

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NAME: EVERARDO NEPOMUCENO

ADDRESS: 5371 SUMMERTIME DR

LV NV 89142

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NAME: David Gutierrez

ADDRESS: 4020 Waldorf Court
LV, NV 89103

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NAME: Randy V. Ray & V. G

ADDRESS: 5841 E Charleston #230-455
Las Vegas NV 89142

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We encourage all Las Vegans to join us in telling the City Council that they share this goal.

NAME: Ramona L. Rojas

ADDRESS: 3724 Shimmering Creek Avenue
N. LV NV 89031

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NAME: Greg Thelin

ADDRESS: 3099 Black Orchid Ave

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NAME: Tamara Lynn Elliott

ADDRESS: 3724 Shimmering Creek Ave.
No. Las Vegas NV 89031

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NAME: Marco Apac

ADDRESS: 3426 Sullivan Circle
N. Las Vegas 89032

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NAME: GLENN CYRUS

ADDRESS: 6223 E. SAHARA AVE SPACE #129
LAS VEGAS NV. 89142

Fellow Las Vegans:

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NAME: Cliff Beavis Cliff Beavis

ADDRESS: 1025 Neil Armstrong Cir

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NAME: Rodrigo Rangel

ADDRESS: 516 N 9TH STreet
Las Vegas NV 89101

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NAME: Brenda Brown

ADDRESS: 7318 Fools Gold street
Las Vegas NV 89149
unit 103

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NAME: Jesse Lackey

ADDRESS: 5578 Prospectors Creek Way
Las Vegas Nv 89122

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ADDRESS: 5452 Pipers Meadow Ct

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NAME: Linda Jonas

ADDRESS: 4056 Pistachio Nut Ave
Las Vegas, NV 89115

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NAME: Noe Zuluaga

ADDRESS:
1421 N Jones Blvd Ap 262
Las Vegas NV 89108

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NAME: Hector Frias

ADDRESS: 5540 W Harmon Av 1010

Las Vegas NV 89103

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NAME: Robert Segura

ADDRESS: 820 Vincent Way

Las Vegas NV 89145

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NAME: Miguel T Vasquez

ADDRESS: 213 Big Cliff Ave N. Las Vegas
N. 89031

Fellow Las Vegans:

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NAME: Jose. F. Ramirez.

ADDRESS: 1066. E. OAKEY. BLVd - 89104.

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NAME: Laura V. López

ADDRESS: 1066 E. Oakey Blvd. Las Vegas, NV. 89104

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NAME: / Perry BAGGETT

ADDRESS: 3342 INDIAN HORSE CT

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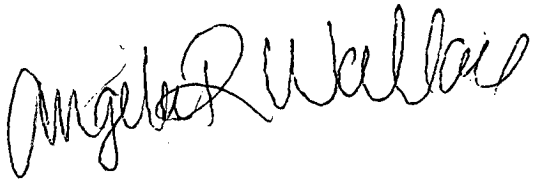

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NAME: Claudia Perez

ADDRESS: 2146 Carroll ST #4 N. Las Vegas
NV 89030

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NAME: Jose T AVALOS

ADDRESS: 5504 wells cathedral ave Lasvegas NV 89130

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NAME: Juan M Ibarra

ADDRESS: 3101 Logan Ave
N Las Vegas NV 89032

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NAME: FELIPE ORNELAS

ADDRESS: 2252 N COSTA BERRY LN
LAS VEGAS NV 89156

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NAME: Salvador Robles Morales

ADDRESS: 2751 San Marcos St

Las Vegas NV 89115

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NAME: Jose Rodriguez

ADDRESS: 9033 ABRAMS

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NAME: JOSE NUNEZ

ADDRESS: 4588 CORAL SILK CT

LAS VEGAS NV. 89110

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NAME: Miguel Cabrera

ADDRESS: 2832 King Michael AV N.L.V. N.V. 89086

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NAME: Andrew Lopez

ADDRESS: 1929 Margarita Ave.
Henderson, NV. 89011.

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NAME: RICARDO ARAGON

ADDRESS: 1318 HOUSSELS AVE LAS VEGAS NV 89104

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Ian Thienes
619-892-1729
1439 Summer Glow Ave
Henderson NV 89012

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Eddie Ramirez
321 Challas
Las Vegas N.V. 89110
(702) 985-1655

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Vickie Wasiuko
3610 Karaoke Ct.
Las Vegas, 89129

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Luz Villanueva

4949 Miners Ridge Dr Las Vegas NV 89122

Fellow Las Vegans:

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Juan C Pedroza
6323 Angelita View Ave. Las Vegas N.V 89122
(702) 417-0633

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Hector R Virgen.
4650 w Oakey Blvd #1157
LV. NV. 89102
702-672-6783

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That's why we, the undersigned, strongly support downtown revitalization and the new City Hall project to create jobs and jump-start our economy.

We encourage all Las Vegans to join us in telling the City Council that they share this goal.

Alberto Nunez
3342 Spotted Sandpiper St. Las Vegas, NV. 89122
(702) 419-3702

Fellow Las Vegans:

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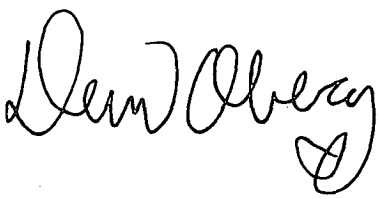

Devin Oberg
2345 Red Rock St
LV, NV 89146

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Evan Lopez
1941 Jingle CT
Las Vegas NV 89156

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2640 Mercy DR

Las Vegas NV 89156

Jaime Villanueva

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5045 LAUREL WOOD AVE

LAS VEGAS. NV 89122

TONY CELAYA

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Santos Garcia

2001 Ramrod #626

89014 Henderson Ave.

(702) 370-2848

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ROSA E. CARRASCO
1100 REVOLUTION DR
LAS VEGAS NV. 89110
(702) 410 3709

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David Barrios
5128 El Pescador Ave.
LV, NV 89108

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Alejandro Arnelas

702 502 7308

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Gloria Esparza

702 437 6635

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Ruben Renteria

1917 ~~Lorain~~ Simmons ST
APT # 9710 Las Vegas 89106

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Juan Sanchez Reyes
cell 702-573-1852
Direccion 2116 E Mesquite Ave
Las Vegas NV 89101

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Enriberto Lopez
543 N. Las Vegas NV 89110

702) 354 5987

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Pablo Beleche
2801 N. Rainbow #116
Las Vegas, NV 89108

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Carlos A. Ramos Alvarenga
543 N. Lamb Blvd. #74.
Las Vegas NV 89110.
702) 624 5970.

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DANIEL W SHARP

2112 CULMINATION LN

C.V N.V

89119

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Jeronimo Vergara
5674. GROVE LEAF ST
LAS VEGAS NV. 89156
(702). 539-42-39

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Brian Raines
5900 w Tropicana ave #394 89103
702-448-2324

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Gilbert V. Cortez
8705 Harvest Valley Ave
Las Vegas NV, 89129

Fellow Las Vegans:

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Mary Ellen Escobar-Cortez
8705 Harvest Valley Ave
LV NV 89129

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Raul Morales
3012 Honeysuckle Ave
N Las Vegas NV 89031
tel # 469-4299

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Saul Ruvalcaba

5429 Pipers Meadow ct
N Las Vegas NV. 89031

Tel. 702-237-4366

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Francisco. A. Gonzalez.
3924. Delling. ct. Las. Vegas. NV. 89104
(702)- 689. 3000

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Mario Huante
5597 Sundance Ave Las Vegas NV.
824-1931

Fellow Las Vegans:

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ENRIQUE ATIENZO B.

59085 CARMEL WAY LV NV

772-1887 89108

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Jesus Maldonado
5917 Balzar Ave.
Las Vegas NV. 89108
Tel- 631-66-72

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NAME: Salvador Alcantar de Jesus

ADDRESS: 5050 tamarus street # 178
LV, NV 89119

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NAME: Leobardo Hernandez Jimenez

ADDRESS: 2920 Harewood AV
North las Vegas NV 89093

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NAME: WILFRED MONTES

ADDRESS: 5604 AERON AVE
LV NV 89107

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NAME: Jose R Lopez

ADDRESS: 1904 Alta Rose St
LAS VEGAS NV 89104

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NAME: PERRY L. DAVIS

ADDRESS: 989 W. CAREY No. LAS VEGAS NV. 89030

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NAME: TRINICE L DAVIS

ADDRESS: 989 WEST CAREY AVE. NORTH LV. NV. 89030

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NAME: MICHAEL E BROWN

ADDRESS: 1022 NV HWY PO BOX 343 BOULDER CITY NEV 89005

Fellow Las Vegans:

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NAME: Oscar Villarreal Jr.

ADDRESS: 1009 Kern River Ave.
Henderson, NV 89002

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NAME: MARIA L. GUZMAN

ADDRESS: 4510 E. BALTIMORE AL.
LAS VEGAS NV. 89104

Fellow Las Vegans:

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OMAR MARIN

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Fernando Lopez

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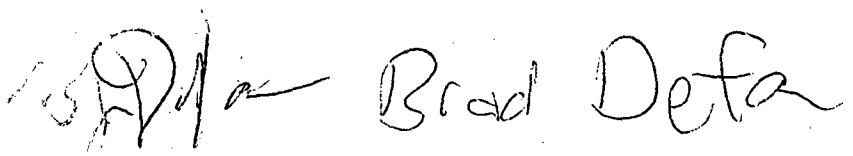

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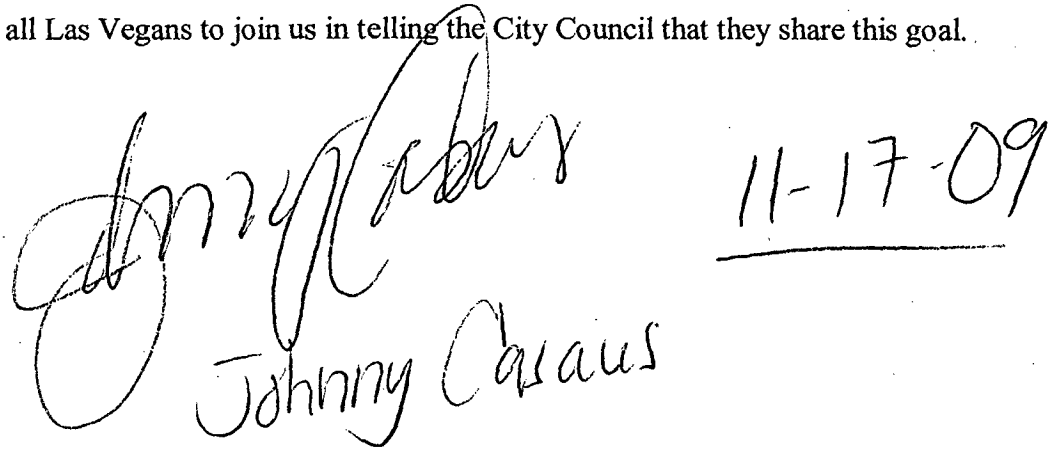

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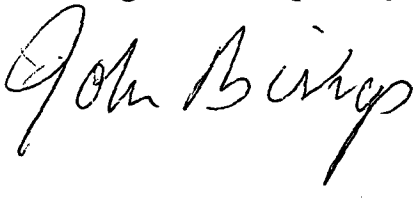

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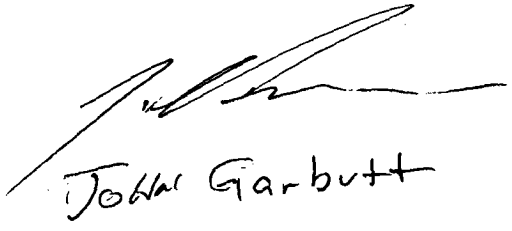

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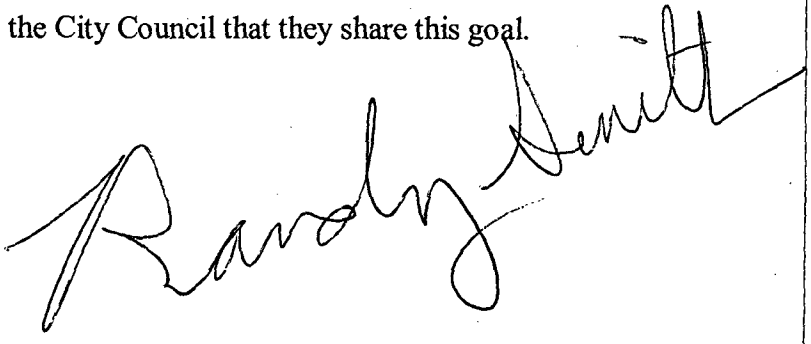

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NAME: Porfirio Rivas.

ADDRESS: 2018 E. OWENS AVE.

N. LAS VEGAS NV 89030

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NAME: Enrique Gonzalez

ADDRESS: 436 N 23RD ST 89101

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ADDRESS: 1389 Orchard Valley Dr.
LVNV. 89142.

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NAME: VICTOR RUAS

ADDRESS: 4569 SOLAR ECLIPSE DR
LV NV 89115

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NAME: ENRIQUE MARTINEZ

ADDRESS: Algonquin dr. Las Vegas

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NAME: MARIA G. MARTINEZ

ADDRESS: 850 AUTUMN CANYON WAY
HENDERSON, NV. 89002

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NAME: Diana Rodriguez

ADDRESS: 6501 Vegas Drive
apt 2014
las Vegas NV. 89108

Fellow Las Vegans:

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NAME: Yvette Villanueva

ADDRESS: 1800 Basswood Ave
NO Las Vegas NV 89030

Fellow Las Vegans:

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NAME: Cristina Ibarra

ADDRESS: 3204 Asher Ln. N. Las Vegas NV 89032

Fellow Las Vegans:

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NAME: Socorro Ibarra

ADDRESS: 3204 Asher Lane
N. las vegas NV 89032

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NAME: Arthur Tillman

ADDRESS: 832 Balzac Avenue LV, Nevada

Fellow Las Vegans:

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NAME: Joe L Sammo

ADDRESS: 1969 Santa Paula Drive #15

Las Vegas NV 89104

Fellow Las Vegans:

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NAME: Benjamin Juarez

ADDRESS: 1212 N Mojave Rd
Las Vegas NV 89101

Fellow Las Vegans:

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NAME: Sabino melendez

ADDRESS: 3013 C ROSSWAY Dr
LAS VEGAS NV 89108

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NAME: Anita Rubio -

ADDRESS: 1754 Peanut ct Las vegas NV 89115

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NAME: BARBARA CARTWRIGHT

ADDRESS: P.O. BOX 14143

LAS VEGAS, NV. 89114

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NAME: Juan Guzman

ADDRESS: 1251 Bobrich Cir
Las Vegas 89110

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NAME: HENRY Baker

ADDRESS: 2345 RED ROCK ST.
LV, NV. 89146

Fellow Las Vegans:

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NAME: [signature] Heath Darrell

ADDRESS: 100 S. MLK blvd #2073

LV. NV. 89106

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NAME: Roberto Gonzales

ADDRESS: 4040 Boulder Hwy #1026

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NAME: David Martinez

ADDRESS: 4623 Ladybug cir Las Vegas NV. 89122

Fellow Las Vegans:

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NAME: RAMON MARTINEZ

ADDRESS: 6232 WILD CAT BK
N. LAS VEGAS NV. 89081

Fellow Las Vegans:

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NAME: Juan Villafaña

ADDRESS: 2306 Sandy LN 89115 NV

Fellow Las Vegans:

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NAME: Eric Johnson

ADDRESS: 44610 12 East Lancaster

Fellow Las Vegans:

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NAME: Jose Garcia

ADDRESS: 3854 Prefontaine Rd

Las Vegas NV 89115

Fellow Las Vegans:

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NAME: JOSE FAVELA

ADDRESS: 6604 ROSE TREE LN LVN 89156

Fellow Las Vegans:

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NAME: IGNACIO ELIAS

ADDRESS: 3939 Tudor Ln.
Las Vegas NV. 89119

Fellow Las Vegans:

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NAME: JERALD SALTS

ADDRESS: 1956 PALMA VISTA
LAS VEGAS NEVADA 89169

Fellow Las Vegans:

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NAME: Alondra Maldonado

ADDRESS: 2675 N Nellis BLVD #1011
LV NV. 89121

Fellow Las Vegans:

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NAME: Magdalena Hernandez

ADDRESS: 2701 Clayton St.
N. Las Vegas N.V. 89032

Fellow Las Vegans:

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NAME: Pedro F Lizaola

ADDRESS: 7094 Clearwater Av.
LV NV

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NAME: Juanita Orozco

ADDRESS: 1709 Peyton Stewart Ct.
N. Las Vegas, NV. 89086

Fellow Las Vegans:

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NAME: Rosalin Gomez

ADDRESS: 6312 Blue Twilight Ct.
Las Vegas, NV 89108

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NAME: ESPERANZA

ADDRESS: 1717 PACIFIC St. LV. NV, 89104

Fellow Las Vegans:

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NAME: JUAN A LARA

ADDRESS: 609-0656

3897 Cinnamon wood wy

LV NV 89115

Fellow Las Vegans:

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NAME: Gustavo Herrera

ADDRESS: 1103 Francis Ave Las Vegas NV 89104

Fellow Las Vegans:

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NAME: Carlos Lopez

ADDRESS: 4861 Elaina Ave Las Vegas NV 89120

Fellow Las Vegans:

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NAME: JAVIER Villalobos

ADDRESS: 2728 Edwens Av
North Las Vegas NV 89030

Fellow Las Vegans:

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NAME: Javier Hernandez

ADDRESS: 5770 Bonita Vista 89149

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NAME: Henry Ramirez

ADDRESS: 5924 Gipsy AV LV NV 89107

Fellow Las Vegans:

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NAME: Rigoberto Vallejo Gomez

ADDRESS: 1405 New Port St Las Vegas NV 89110

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We encourage all Las Vegans to join us in telling the City Council that they share this goal.

NAME: GUSTAVO MEDINA

ADDRESS: 5600 STINGAREE CIR

LAS VEGAS NV 89110.

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NAME: JUAN MEDINA

ADDRESS: 1338 BELCHER LN
LAS VEGAS NV 89110

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NAME: Victor M Espinoza

ADDRESS: 1716 Rockwell Ln
LV NV 89156

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NAME: Roberta Koskela

ADDRESS: 2300 Rock Springs Dr 1091
Las Vegas NV 89128

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NAME: THANA GENTILE

ADDRESS: 3826 Valley Meadow Dr
Las Vegas, NV. 89120

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NAME: Benjamin Nepomuceno Rendon

ADDRESS: 3200 S Mclead Rd APT 125

Las Vegas NV 89121

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NAME: Josefina Reparuceno

ADDRESS: 3200 S Mcleod Rd Apt 125

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NAME: Antonio Santoyo

ADDRESS: 4765 Knollwood Dr
Las Vegas N.V 89147

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NAME: Jose J. Olmos

ADDRESS: 915 Baker Ave. Las Vegas Nv. 89108

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NAME: Imelda Rangel

ADDRESS: 5778 Allegro Ave
Las Vegas NV 89110

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NAME: Jose M. Ronsel

ADDRESS: 2700 costantine Ave Las vegas NV 89101

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NAME: Charla Perry

ADDRESS: 2948 Mt. Hope dr.
Las Vegas, NV 89156

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NAME: Linda Cyrus

ADDRESS: 6223 E. Sahara Ave Sp. 129
Las Vegas, NV 89142

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NAME: Celeste Guillory

ADDRESS: 716 Newbridge Way
N. Las Vegas NV 89032

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NAME: RODRIGUEZ GARCIA MIGUEL

ADDRESS: 2145 WEBSTER APT A
NOR LAS VEGAS NV 89030

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NAME: Gloria Alvarez

ADDRESS: 626 Weatherman ct

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NAME: María Benavides

ADDRESS: 1503 GREENHEDGE st
Las Vegas N.V 89110
tel. 702 405 9034

Fellow Las Vegans:

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That's why we, the undersigned, strongly support downtown revitalization and the new City Hall project to create jobs and jump-start our economy.

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NAME: Victoriano Ramos

ADDRESS: 5728 Deer Brush

N. Las Vegas NV 89031

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NAME: Larry Lacefield

ADDRESS: 5777 enchanted Palms
LV NV 89139

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NAME: James Bailey

ADDRESS: 5855 Valley Dr #1072 NLV NV

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NAME: Manuel Arreola

ADDRESS: 1503 Greenhedge st Las Vegas, NV 89110

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NAME: Scott Paton

ADDRESS: 3318 N Las Vegas Apt 1169

Las Vegas 89130

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NAME: Derek Poole

ADDRESS: 2200 Sutro Way LV, NV, 89106

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NAME: Antonio López

ADDRESS: 4933 Avon Park Ave
Las Vegas, NV 89110

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NAME: Charisse Jean Johnson

ADDRESS: 8427 Prince of Tides Ct
Las Vegas, NV 89113

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NAME: Casar Alba Cabello

ADDRESS: 1455 Heather Ridge North L V. Nv 89031.

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NAME: PEDRO GARCIA

ADDRESS: 4212 HARRIS AVE

LAS VEGAS NV 89110

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NAME: Linda M. Sandoval

ADDRESS: 5999 Great Smoky Ave
LVNV

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NAME: Jose Espinoza

ADDRESS: 5974 Secret Island Dr
Las Vegas NV, 89139

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NAME: Jorge Gonzalez

ADDRESS: 3105 Nebdoos CR N.L.V 89032

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NAME: Jesse Villanueva

ADDRESS: 5345 Arora Beam Ave.
Las Vegas NV

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NAME: Mindi Stewart

ADDRESS: 8550 W. Charleston #102-275
Las Vegas, NV 89117

Fellow Las Vegans:

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NAME: Kenny Noyes

ADDRESS: 7645 Majestic Sp Dr Las Vegas NV 89131

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NAME: Jolene P. Vallesteros

ADDRESS: 7400 Pitaos Cove
Las Vegas NV 98145

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NAME: Silvia Mongrain

ADDRESS: 5720 W Bartlet Las Vegas N, V. 89108

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NAME: Pedro Ayala.

ADDRESS: 3221 Theresa ave. las Vegas NV 89101.

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NAME: HIRAM Glenn Jr.

ADDRESS: 1413 Little Spring Ct
LV NV 89128

Fellow Las Vegans:

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NAME: GUSTAVO MANRIQUEZ

ADDRESS: 2108 SEXTON AVE. NORTH LAS VEGAS

Fellow Las Vegans:

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NAME: Elizabeth Velazquez

ADDRESS: 805 Thrush Dr
89145

Fellow Las Vegans:

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NAME: Raymundo Cortez SR

ADDRESS: 805 Thrush Dr
89145

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NAME: Ricardo Palma

ADDRESS: 2320 N Lamb Blvd #3
Las Vegas NV

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NAME: Sonia Palma

ADDRESS: 2320 N Lamb Apt. 3
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NAME: Pablo Chaparro V

ADDRESS: 2750 Harris Ave Las vegas NV 89101

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NAME: Angel Magallanes

ADDRESS: 3800 S DECATUR
SP. 179 LAS VEGAS NV 89103

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NAME: ~~Carla~~ Blanca Guevara

ADDRESS: 7012 RESPLENDENT CT
Las Vegas NV 89130-1128

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Esteban Islas
5843 Chisolm Trl
Las Vegas NV 89118

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Susana Martin
3516 Drescina Way
NLV NV 89031

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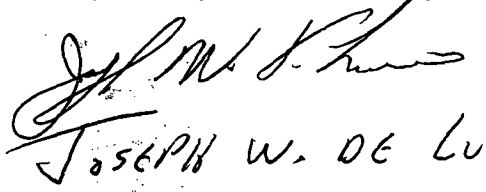

JOSEPH W. DE LUCCIA
1329 PINTO ROCK LANE
L.V. NV. 89128

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Ken Jones

~~Boyd~~

Fax 573-5105

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NAME: Ulises Munoz

ADDRESS: 6360 E Sahara Ave #1023
Las Vegas Nv. 89142

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NAME: Tammy Ludlow

ADDRESS: 3768 Climbing Fern Way 89115

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That's why we, the undersigned, strongly support downtown revitalization and the new City Hall project to create jobs and jump-start our economy.

We encourage all Las Vegans to join us in telling the City Council that they share this goal.

NAME: Juan C. Solis P.

ADDRESS: 1717 Rudolf St.
Las Vegas NV. 89104

Fellow Las Vegans:

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Laura Nuñez
3442 Spotted Sandpiper St.
Las Vegas, NV 89122
(702) 459-3306

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NAME: Marvin Zamora

ADDRESS: 5908 Alfred dr.
LV NV.

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NAME: Rommel Manaois

ADDRESS: 3254 Greenbrian Dr LV NV 89121

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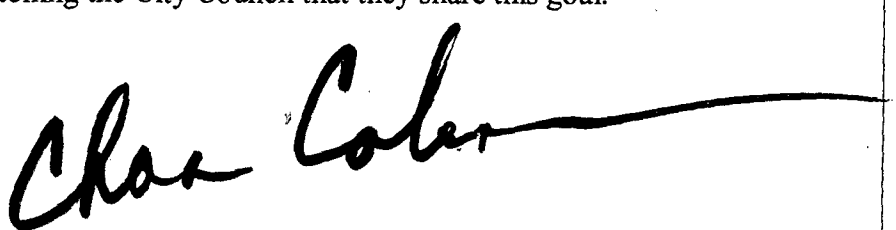

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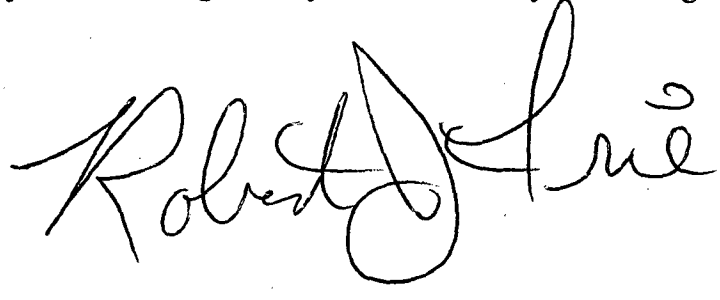

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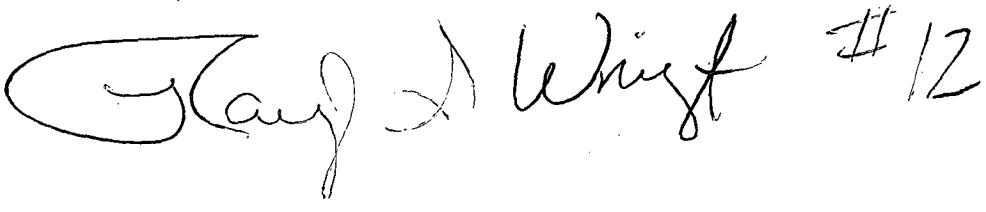

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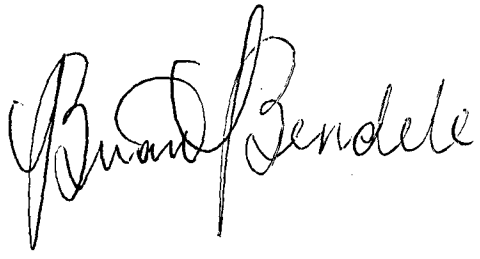

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NAME: Hector Contreras

ADDRESS: 4501 Toadstool Ln
Las Vegas NV 89110

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NAME: Ricardo Garcia

ADDRESS: 2314 Poplar Ave 89181 Las Vegas NV

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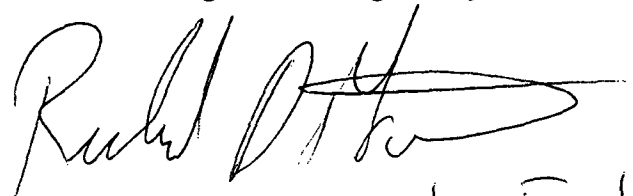

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Wota Spent
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ADDRESS: ~~546~~ 5664 Halvern Ave 89110

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That's why we, the undersigned, strongly support downtown revitalization and the new City Hall project to create jobs and jump-start our economy.

We encourage all Las Vegans to join us in telling the City Council that they share this goal.

NAME: [illegible]

ADDRESS: 6501 Vegas Dr Apt # 2014
Las Vegas NV 89108

Fellow Las Vegans:

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NAME: [illegible]

ADDRESS: 3700 Broxbourne Las Vegas N.V. 89108

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NAME: [illegible]

ADDRESS: 5672 - Rochelle Ave
Las Vegas, NV
89110

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NAME: Jesus Salcedo

ADDRESS: 1624 Palm #225 Las Vegas NV 89104

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NAME: J3 [illegible] Cook

ADDRESS: 517 Reeco N, L, V 89030

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NAME: Patrick [illegible]

ADDRESS: 1268 Christy Ln LV NV 89142

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NAME: E Alcantara

ADDRESS: 5055 W Lakemd

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NAME: Robert Lee

ADDRESS: 3700 N. Beckcove Ln LVNV

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NAME: Clyde T. Mitchell

ADDRESS: 1766 SHERWIN LN, LAS VEGAS NV 89156

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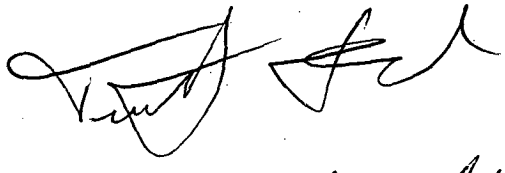
NAME: 

ADDRESS: 4587 Sunflower Ave
Las Vegas, NV 89120

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NAME: Tyrone Crane

ADDRESS: 9600 W
CO50 SUNSET RD
89139 LAS VEGAS NV

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NAME: Lucien Williams

ADDRESS: 6116 Sorcroft Ave
LV NV 89108

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ADDRESS: 4213 W. Delhi Ave.
Las Vegas NV

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NAME: TORIBIO ESPARZA

ADDRESS: 2115 STATZ PORT LAS VEGAS NV. 89030

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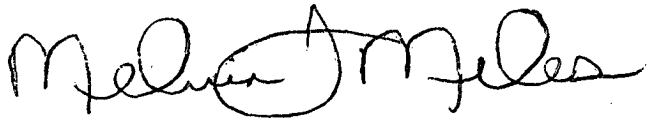

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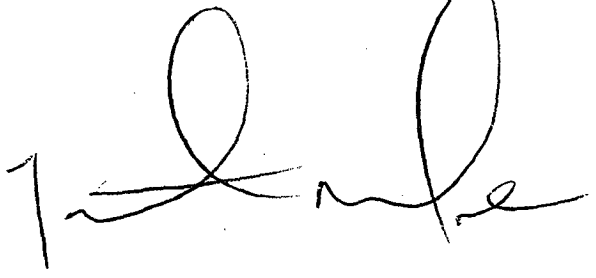

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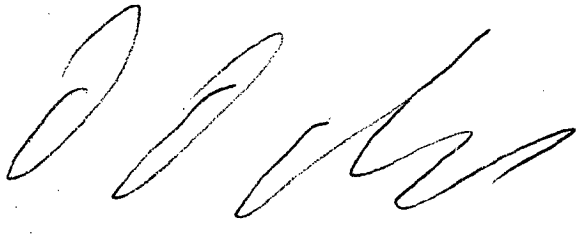

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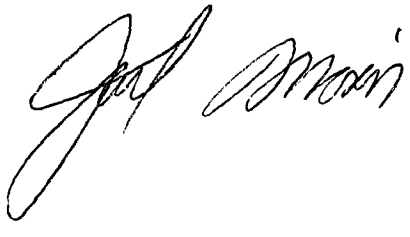

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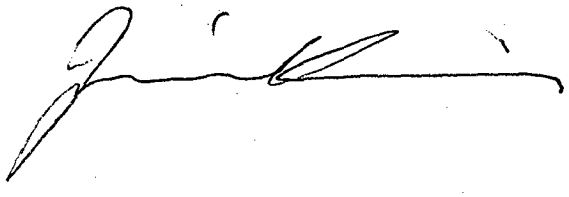

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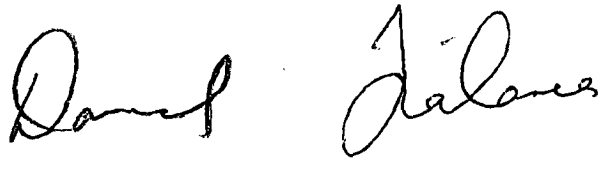

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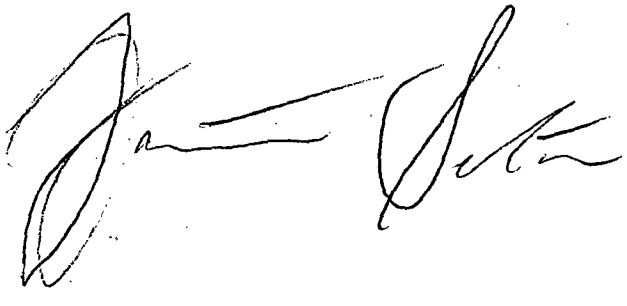

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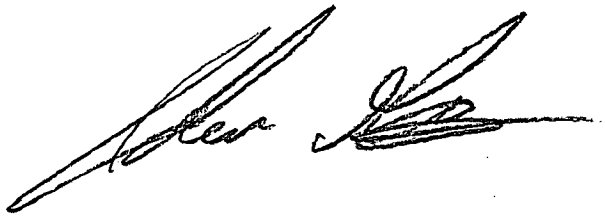

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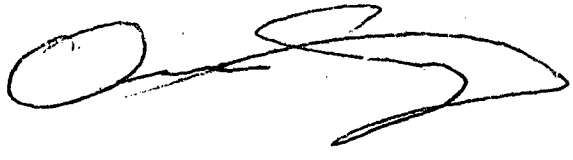

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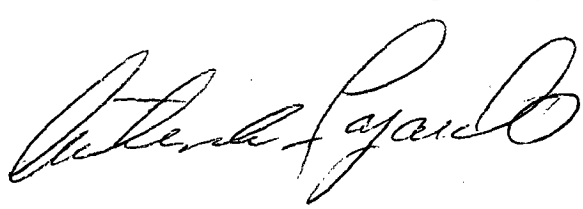

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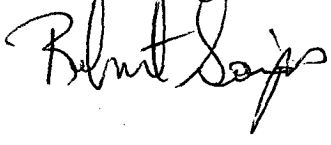

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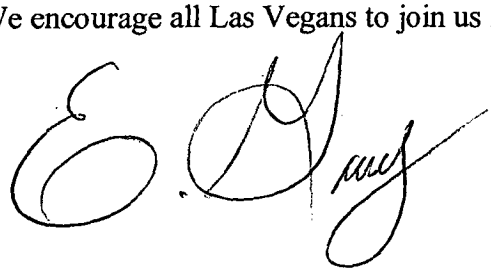

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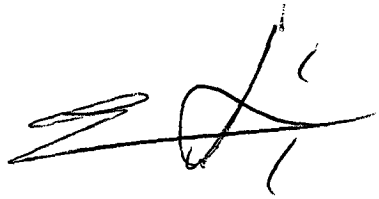

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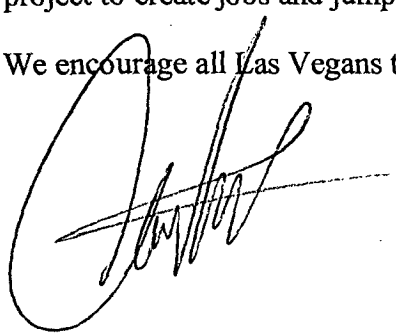

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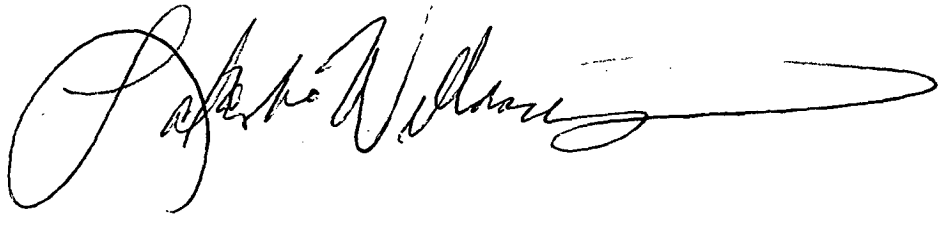

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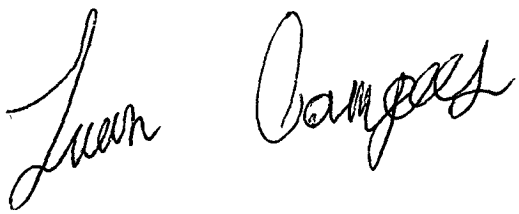

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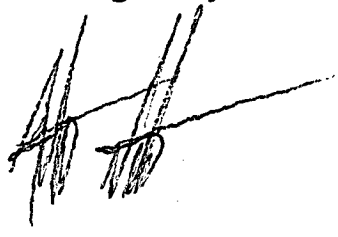

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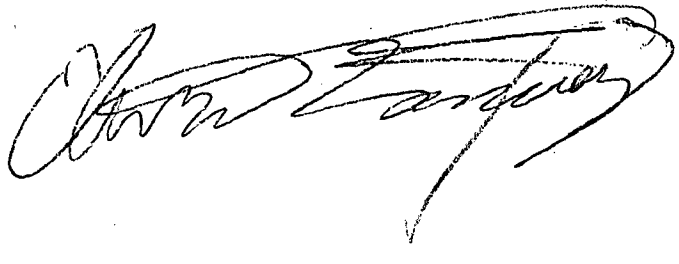

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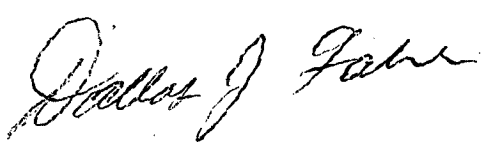

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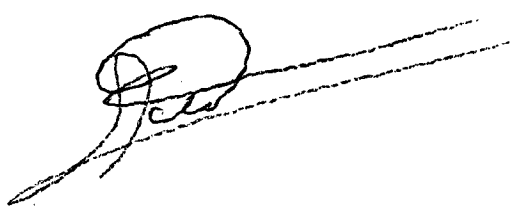

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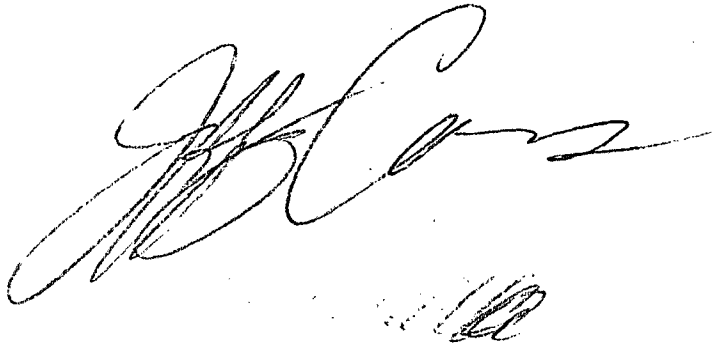

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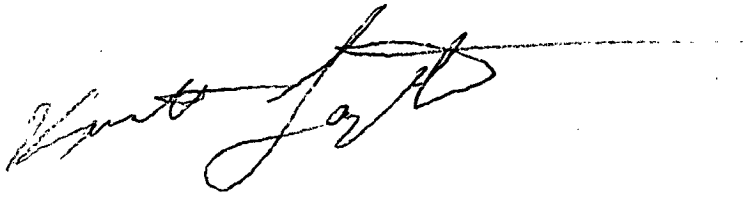

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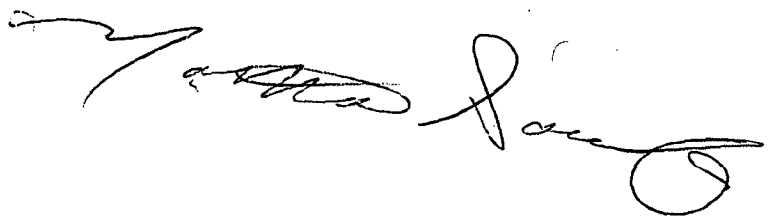

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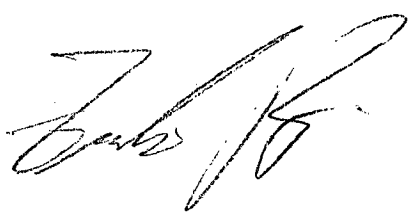

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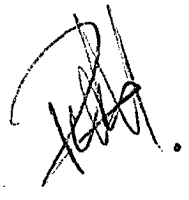

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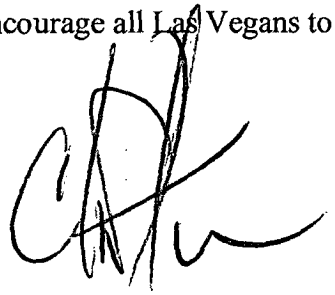

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LOCAL 797

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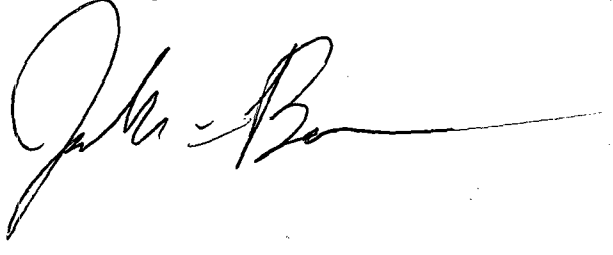

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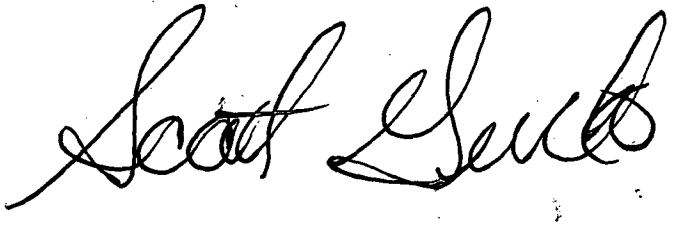

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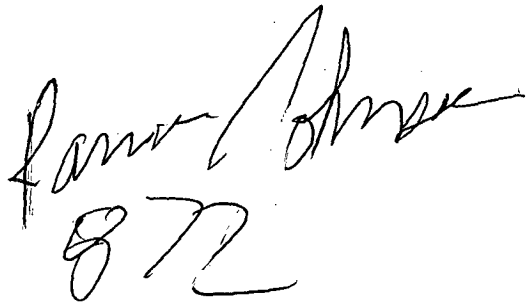

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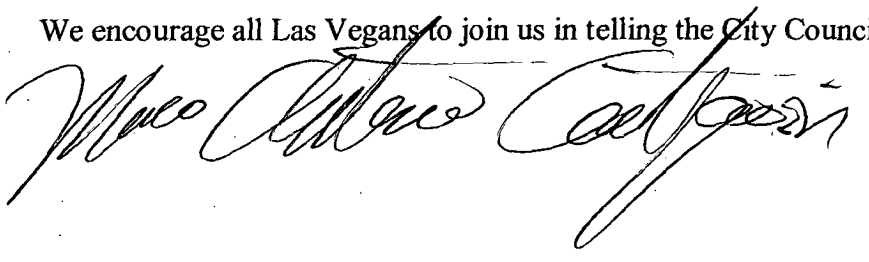

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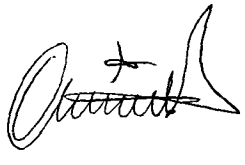

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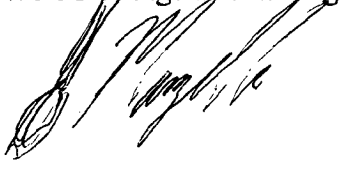

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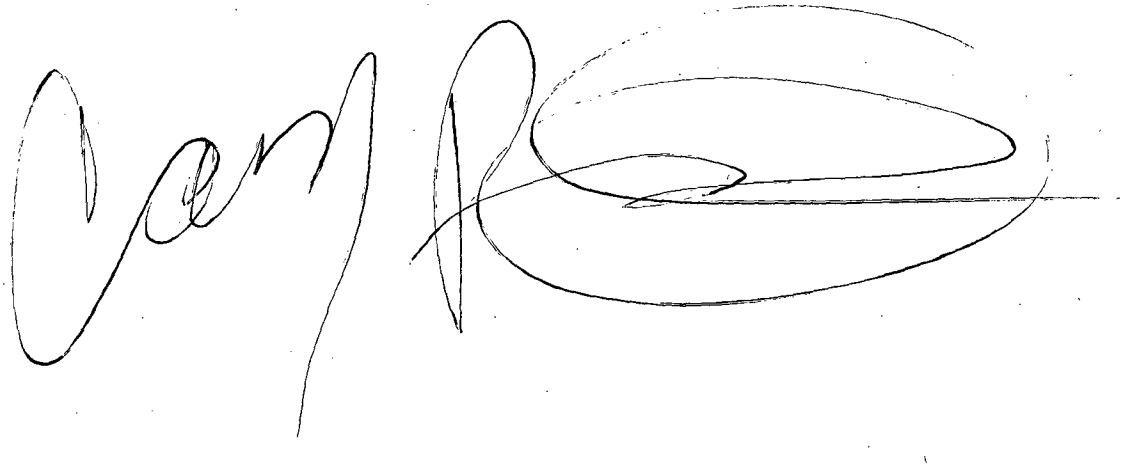

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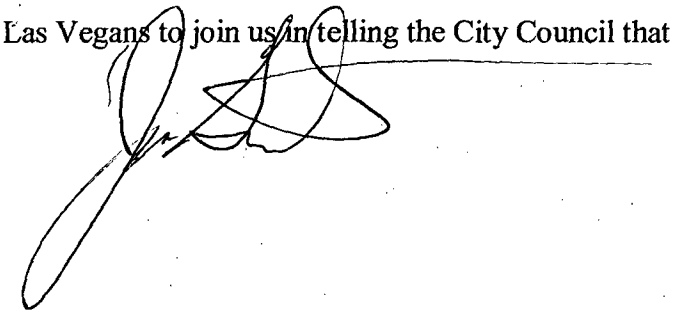

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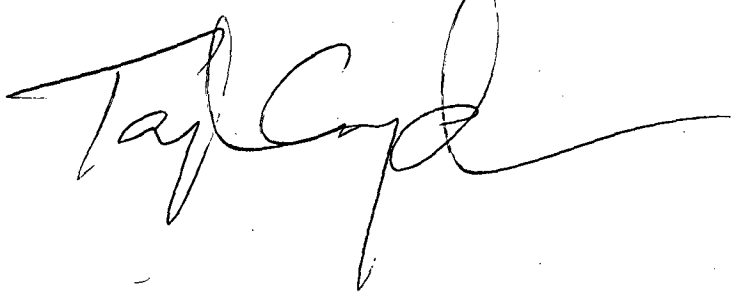

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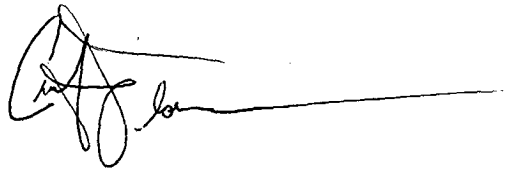

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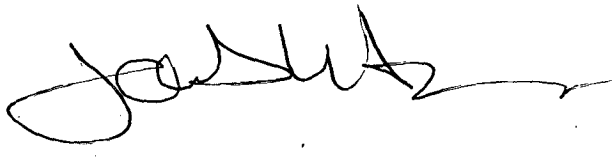

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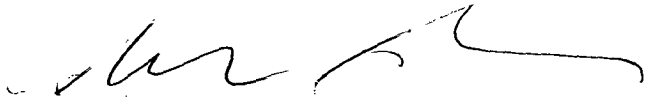

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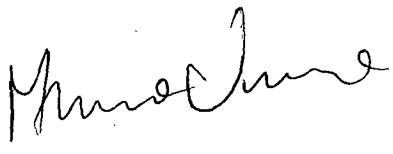

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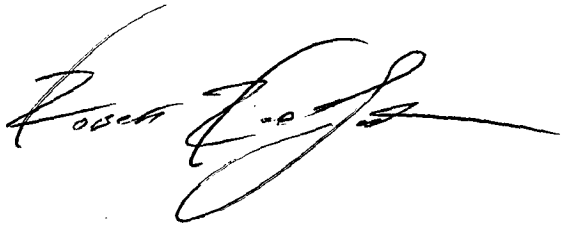

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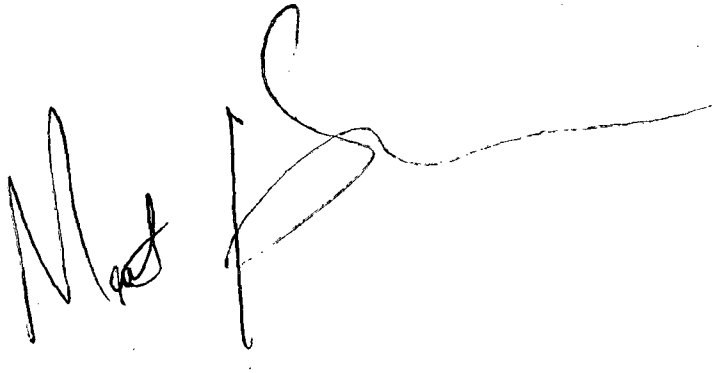

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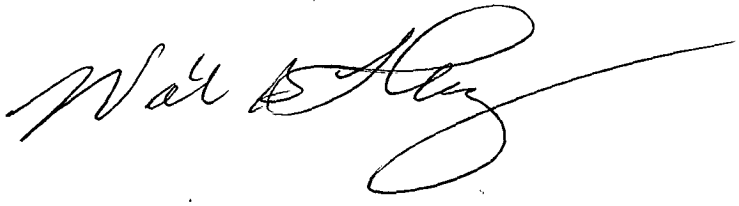

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NAME: Jon S [illegible]

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Apt 1094 LV NV 89117

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We and others who have invested heavily in the future of this city know that for every public dollar spent on downtown revitalization, the private sector spends $15.

That's why we, the undersigned, strongly support downtown revitalization and the new City Hall project to create jobs and jump-start our economy.

We encourage all Las Vegans to join us in telling the City Council that they share this goal.

NAME: Adam A.T. Sowers

ADDRESS: 5795 W. FLAMINGO APT 211
LAS VEGAS NV 89103

Fellow Las Vegans:

As you know, our economic fortunes have changed dramatically in the past few years.

We went from being America's boomtown to facing one of the nation's highest unemployment rates. Our property values are declining. High-profile construction projects have stalled.

One of the few bright spots in these tough times can be found in downtown Las Vegas, where the city is making quiet progress reshaping the heart of our community.

Future landmarks like the Smith Center for the Performing Arts and the Lou Ruvo Center for Brain Health are under construction on land once used for a rail yard. The Cleveland Clinic, an internationally renowned medical center, recently joined forces with the brain center, raising the bar for local medical care.

On November 4, the City Council had the foresight to sign an agreement with a proven developer seeking to create an arena and entertainment district where City Hall stands today.

On Dec. 2, the City Council faces an even bigger decision when it is scheduled to vote on proceeding with plans to develop a new and more efficient City Hall in another part of downtown, freeing up the current site for a higher and better use.

In these trying times, the City Council has the opportunity to create jobs and economic opportunities while developing a more vibrant downtown that will benefit our community for generations.

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NAME: Ruben Ornelas

ADDRESS: 6605 Beach Plum way
Las Vegas NV. 89156

Fellow Las Vegans:

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NAME: [signature]

ADDRESS: 503 Bayberry Dr
Las Vegas NV
89110

Fellow Las Vegans:

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Doug Quilligan
7740 Fruit Dove Street
N Las Vegas Nev
89084 - 427-5003