

GOLD STRIKE FUEL CO

Form S-4

July 21, 2006

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As filed with the Securities and Exchange Commission on July 21, 2006

Registration No. 333-

**SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**Form S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

MGM MIRAGE

(Exact name of registrant as specified in its charter)

Delaware

*(State or other jurisdiction of
incorporation or organization)*

7990

*(Primary Standard Industrial
Classification Code Number)*

88-0215232

*(I.R.S. Employer
Identification No.)*

SUBSIDIARY GUARANTOR REGISTRANTS LISTED ON FOLLOWING PAGE

**3600 Las Vegas Boulevard South
Las Vegas, Nevada 89109
(702) 693-7120**

*(Address, including zip code, and telephone number,
including area code, of registrant's principal executive offices)*

**Gary N. Jacobs, Esq.
3600 Las Vegas Boulevard South
Las Vegas, Nevada 89109
(702) 693-7120**

*(Name, address, including zip code, and telephone number,
including area code, of agent for service)*

Copies to:

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Christensen, Glaser, Fink, Jacobs
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10250 Constellation Blvd., 19th Floor
Los Angeles, California 90067

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Gibson, Dunn & Crutcher, LLP
2029 Century Park East
Los Angeles, California 90067

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(1)
6.625% Senior Notes due 2015(2)	\$2,107,000	100%	\$2,107,000	\$225.45
Guarantees of Subsidiaries of 6.625% Senior Notes due 2015	\$2,107,000	N/A(3)	N/A(3)	N/A(3)

(1) The registration fee has been calculated pursuant to Rule 457(a), Rule 457(f)(2) and Rule 457(n) under the Securities Act of 1933, as amended. The Proposed Maximum Aggregate Offering Price is estimated solely for the purpose of calculating the registration fee.

(2) The 6.625% Senior Notes due 2015 will be obligations of MGM MIRAGE.

(3) No separate fee is payable pursuant to Rule 457(n). The guarantees are not traded separately.

The Registrants hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Number	I.R.S. Employer
AC HOLDING CORP.	Nevada	7990	88-0220212
AC HOLDING CORP. II	Nevada	7990	88-0220229
THE APRIL COOK COMPANIES	Nevada	7990	88-0401505
BEAU RIVAGE DISTRIBUTION CORP.	Mississippi	7990	64-0898763
BEAU RIVAGE RESORTS, INC.	Mississippi	7990	88-0340296
BELLAGIO, LLC	Nevada	7990	94-3373852
BOARDWALK CASINO, INC.	Nevada	7990	88-0304201
BUNGALOW, INC.	Mississippi	7990	64-0410882
CIRCUS CIRCUS CASINOS, INC.	Nevada	7990	88-0191825
CIRCUS CIRCUS MISSISSIPPI, INC.	Mississippi	7990	64-0831942
CITYCENTER REALTY CORPORATION	Nevada	7990	20-5106648
COLORADO BELLE CORP.	Nevada	7990	88-0218026
COUNTRY STAR LAS VEGAS, LLC	Nevada	7990	88-0352410
DESTRON, INC.	Nevada	7990	88-0234293
DIAMOND GOLD, INC.	Nevada	7990	88-0242688
EDGEWATER HOTEL CORPORATION	Nevada	7990	88-0166025
GALLEON, INC.	Nevada	7990	88-0307225
GOLD STRIKE AVIATION, INCORPORATED	Nevada	7990	88-0257273
GOLD STRIKE FUEL COMPANY	Nevada	7990	88-0230231
GOLD STRIKE, L. V.	Nevada	7990	88-0343891
GOLDSTRIKE FINANCE COMPANY, INC.	Nevada	7990	88-0312944
GOLDSTRIKE INVESTMENTS, INCORPORATED	Nevada	7990	88-0142076
GRAND LAUNDRY, INC.	Nevada	7990	88-0298834
JEAN DEVELOPMENT COMPANY	Nevada	7990	88-0223200
JEAN DEVELOPMENT NORTH	Nevada	7990	88-0312945
JEAN DEVELOPMENT WEST	Nevada	7990	88-0241415
JEAN FUEL COMPANY WEST	Nevada	7990	88-0269160
LAST CHANCE INVESTMENTS, INCORPORATED	Nevada	7990	88-0145908
LV CONCRETE CORP.	Nevada	7990	88-0337406
MAC, CORP.	New Jersey	7990	22-3424950
MANDALAY CORP.	Nevada	7990	88-0384693
MANDALAY MARKETING AND EVENTS	Nevada	7990	88-0350241
MANDALAY PLACE	Nevada	7990	88-0383769
MANDALAY RESORT GROUP	Nevada	7990	88-0121916
METROPOLITAN MARKETING, LLC	Nevada	7990	22-3756320
MGM GRAND ATLANTIC CITY, INC.	New Jersey	7990	88-0354792
MGM GRAND CONDOMINIUMS, LLC	Nevada	7990	55-0806676

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MGM GRAND CONDOMINIUMS II, LLC	Nevada	7990	20-2116101
MGM GRAND CONDOMINIUMS III, LLC	Nevada	7990	05-0627790
MGM GRAND CONDOMINIUMS EAST TOWER 1, LLC	Nevada	7990	20-5106711
MGM GRAND DETROIT, INC.	Delaware	7990	91-1829051
MGM GRAND HOTEL, LLC	Nevada	7990	94-3373856
MGM GRAND NEW YORK, LLC	Nevada	7990	03-0524149
MGM GRAND RESORTS, LLC	Nevada	7990	88-0491101
MGM GRAND RESORTS DEVELOPMENT	Nevada	7990	88-0325809
MGM MIRAGE ADVERTISING, INC.	Nevada	7990	88-0162200

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Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Number	I.R.S. Employer
MGM MIRAGE AIRCRAFT HOLDINGS, LLC	Nevada	7990	11-3739807
MGM MIRAGE AVIATION CORP.	Nevada	7990	88-0173596
MGM MIRAGE CORPORATE SERVICES	Nevada	7990	88-0225681
MGM MIRAGE DESIGN GROUP	Nevada	7990	88-0406202
MGM MIRAGE DEVELOPMENT, LLC	Nevada	7990	88-0368826
MGM MIRAGE ENTERTAINMENT AND SPORTS	Nevada	7990	88-0245169
MGM MIRAGE INTERNATIONAL	Nevada	7990	86-0868640
MGM MIRAGE MANUFACTURING CORP.	Nevada	7990	88-0195439
MGM MIRAGE OPERATIONS, INC.	Nevada	7990	88-0471660
MGM MIRAGE RETAIL	Nevada	7990	88-0385232
MH, INC.	Nevada	7990	88-0245162
M.I.R. TRAVEL	Nevada	7990	88-0276369
THE MIRAGE CASINO-HOTEL	Nevada	7990	88-0224157
MIRAGE LAUNDRY SERVICES CORP.	Nevada	7990	88-0287118
MIRAGE LEASING CORP.	Nevada	7990	88-0424843
MIRAGE RESORTS, INCORPORATED	Nevada	7990	88-0058016
MMNY LAND COMPANY, INC.	New York	7990	33-1043606
MRG VEGAS PORTAL, INC.	Nevada	7990	26-0047314
MRGS CORP.	Nevada	7990	88-0321295
M.S.E. INVESTMENTS, INCORPORATED	Nevada	7990	88-0142077
NEVADA LANDING PARTNERSHIP	Illinois	7990	88-0311065
NEW CASTLE CORP.	Nevada	7990	88-0239831
NEW PRMA LAS VEGAS, INC.	Nevada	7990	88-0430015
NEW YORK NEW YORK HOTEL & CASINO, LLC	Nevada	7990	88-0329896
NEW YORK NEW YORK TOWER, LLC	Nevada	7990	84-1646058
OASIS DEVELOPMENT COMPANY, INC.	Nevada	7990	88-0238317
PLANE TRUTH, LLC	Nevada	7990	88-0121916
THE PRIMADONNA COMPANY, LLC	Nevada	7990	88-0430016
PRMA, LLC	Nevada	7990	88-0430017
PRMA LAND DEVELOPMENT COMPANY	Nevada	7990	88-0325842
PROJECT CC, LLC	Nevada	7990	84-1669056
RAILROAD PASS INVESTMENT GROUP	Nevada	7990	88-0208350
RAMPARTS INTERNATIONAL	Nevada	7990	88-0371416
RAMPARTS, INC.	Nevada	7990	88-0237030
RESTAURANT VENTURES OF NEVADA, INC.	Nevada	7990	88-0376749
THE SIGNATURE CONDOMINIUMS, LLC	Nevada	7990	33-1129331
SLOTS-A-FUN, INC.	Nevada	7990	88-0124979
TREASURE ISLAND CORP.	Nevada	7990	88-0279092
VICTORIA PARTNERS	Nevada	7990	88-0346764
VIDIAD	Nevada	7990	88-0428375

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[SUBJECT TO COMPLETION DATED , 2006]

PROSPECTUS

MGM MIRAGE

**Offer to Exchange \$2,107,000 in aggregate principal amount of its
65/8% Senior Notes due 2015
for \$2,107,000 in aggregate principal amount
of its outstanding
65/8% Senior Notes due 2015**

Information about the exchange offer:

We are offering to exchange \$2,107,000 in aggregate principal amount of our outstanding 6.625% senior notes due 2015 issued in a private placement on September 9, 2005 (the old notes) under an indenture (the indenture) entered into by and among U.S. Bank National Association, as the trustee, and us on September 9, 2005 for our registered 6.625% senior notes due 2015 (the new notes) to be issued under the same indenture under which the old notes were issued. The terms of the new notes are substantially identical to the terms of the old notes except that the new notes are registered under the Securities Act of 1933, as amended (the Securities Act), and, therefore, do not have transfer restrictions.

The exchange offer expires at 5:00 p.m., New York City time, on [], 2006, unless extended. The exchange offer is subject to customary conditions, including the condition that the exchange offer not violate any applicable law or any interpretation of applicable law by the staff of the Securities and Exchange Commission (SEC). Tenders of outstanding old notes may be withdrawn at any time before 5:00 p.m., New York City time, on the expiration date of the exchange offer. All outstanding old notes that are validly tendered prior to the expiration of the exchange offer and not validly withdrawn will be exchanged.

The exchange of old notes for new notes will not be a taxable exchange for U.S. federal income tax purposes.

We will not receive any proceeds from the exchange offer.

All broker-dealers must comply with the registration and prospectus delivery requirements of the Securities Act. See Plan of Distribution.

Information about the new notes:

We will pay interest on the new notes semi-annually in cash in arrears on January 15 and July 15 of each year. You will receive interest on the new notes starting from the date interest was last paid on your old notes. If no interest was paid on your old notes, you will receive interest on your new notes from June 20, 2005. If your old notes are exchanged for new notes, you will not receive any accrued interest on your old notes. The new notes will mature on July 15, 2015. We may redeem the new notes in whole or in part at any time prior to their maturity at a make whole premium.

The new notes will rank equally with or senior to all existing or future indebtedness of MGM MIRAGE and each guarantor, respectively.

There is no established trading market for the new notes, and we do not intend to apply for listing of the new notes on any securities exchange.

For a discussion of factors that you should consider in connection with the exchange offer and the new notes, see Risk Factors beginning on page 6 of this prospectus.

Neither the SEC nor any state securities regulator has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

None of the Nevada Gaming Commission, the Nevada State Gaming Control Board, the New Jersey Casino Control Commission, the Michigan Gaming Control Board, the Mississippi Gaming Commission, the Illinois Gaming Board nor any other gaming authority has passed upon the accuracy or adequacy of this prospectus or the investment merits of the securities offered. Any representation to the contrary is unlawful. The Attorney General of the State of New York has not passed upon or endorsed the merits of this offering. Any representation to the contrary is unlawful.

The date of this prospectus is [], 2006

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You should rely only on the information or representations incorporated by reference or provided in this prospectus. We have not authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. You may obtain copies of the Registration Statement, or any document which we have filed as an exhibit to the Registration Statement or to any other SEC filing, either from the SEC or from the Secretary of MGM MIRAGE as described under Where You Can Find More Information. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information in this prospectus is accurate as of any date other than the date printed on the front of this prospectus.

Each broker-dealer that receives new notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act. This prospectus, as it may be amended or

supplemented from time to time, may be used by a broker-dealer in connection with resales of the new notes received in exchange for old notes where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. See Plan of Distribution.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to incorporate by reference information filed with it, which means that we can disclose important information to you by referring you to the documents containing such information. The information incorporated by reference is an important part of this prospectus, and information filed later by us with the SEC will automatically update and supersede this information.

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We incorporate by reference the documents listed below and any future filings made with the SEC by us or Mandalay Resort Group under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (the Exchange Act):

MGM MIRAGE:

Our Annual Report on Form 10-K for the year ended December 31, 2005;

Our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2006;

Our Current Reports on Form 8-K dated March 27, 2006, April 5, 2006, May 9, 2006 (Item 5.02(d) only) and June 7, 2006; and

Our Definitive Proxy Statement filed with the SEC on April 3, 2006.

Mandalay Resort Group:

Pages 84 to 119 of Mandalay Resort Group's Annual Report on Form 10-K for the year ended January 31, 2005.

All documents and reports filed by us pursuant to Section 13(a), 13(c), 14, or 15(d) of the Exchange Act after the date of this prospectus and on or prior to the termination of the exchange offer are deemed to be incorporated by reference in this prospectus from the date of filing of such documents or reports, except as to any portion of any future annual or quarterly reports or proxy statements which is not deemed to be filed under those sections. Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that any statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this prospectus modifies or supersedes such statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

Any person receiving a copy of this prospectus may obtain, without charge, upon written or oral request, a copy of any of the documents incorporated by reference except for the exhibits to such documents (other than the exhibits expressly incorporated in such documents by reference). Requests should be directed to: Gary N. Jacobs, Executive Vice President, General Counsel and Secretary, MGM MIRAGE, 3600 Las Vegas Boulevard South, Las Vegas, Nevada 89109; telephone number: (702) 693-7120. A copy will be provided by first class mail or other equally prompt means within one business day after receipt of your request. **To obtain timely delivery of any of this information, you must make your request at least five business days prior to the expiration of the exchange offer. The date by which you must make your request is [], 2006.**

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. Prior to our merger with Mandalay Resort Group (Mandalay), Mandalay also filed annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy, at prescribed rates, any document we or Mandalay have filed at the SEC's public reference room in Washington, D.C. Please call the SEC at 1-800-SEC-0330 (1-800-732-0330) for further information on the public reference room. The SEC also maintains a website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC (<http://www.sec.gov>). You also may read and copy reports and other information filed by us or Mandalay Resort Group at the office of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

We have filed a registration statement and related exhibits with the SEC under the Securities Act. The registration statement contains additional information about us and our securities. You may inspect the registration statement and its exhibits without charge at the office of the SEC at 100 F Street N.E., Washington, D.C. 20549, and obtain copies, at prescribed rates, from the SEC.

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FORWARD-LOOKING STATEMENTS

This prospectus includes forward-looking statements that are subject to risks and uncertainties. In portions of this prospectus, the words anticipates, believes, estimates, seeks, expects, plans, intends and similar expressions relate to us or our management, are intended to identify forward-looking statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable, and have based these expectations on our beliefs as well as assumptions we have made, such expectations may prove to be incorrect. Important factors that could cause actual results to differ materially from such expectations are disclosed in this prospectus, including, without limitation, those set forth under Risk Factors, beginning on page 6.

All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by our cautionary statements. The forward-looking statements included or incorporated herein are made only as of the date of this prospectus, or as of the date of the documents incorporated by reference. We do not intend, and undertake no obligation, to update these forward-looking statements.

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PROSPECTUS SUMMARY

This summary is not complete and may not contain all of the information that may be important to you. You should read the entire prospectus carefully, including the financial data and related notes, as well as the documents incorporated by reference, for a more complete understanding of this exchange offer and the new notes. In this prospectus, except where the context otherwise requires, we will collectively refer to MGM MIRAGE (formerly known as MGM Grand, Inc.) and its direct and indirect subsidiaries as MGM MIRAGE, we, our and us.

MGM MIRAGE

We are one of the leading gaming companies in the world. We own what we believe to be the world's finest collection of casino resorts. We own and operate Bellagio, MGM Grand, Mandalay Bay, The Mirage, Luxor, Treasure Island (TI), New York-New York, Excalibur, Monte Carlo, Circus Circus-Las Vegas and Slots-A-Fun located in Las Vegas, Nevada. We also own and operate the Primm Valley Resorts (Whiskey Pete's, Buffalo Bill's and the Primm Valley Resort), located in Primm, Nevada, Circus Circus-Reno, located in Reno, Nevada, Colorado Belle and Edgewater, located in Laughlin, Nevada, Gold Strike and Nevada Landing, located in Jean, Nevada, Railroad Pass, located in Henderson, Nevada, MGM Grand Detroit, located in Detroit, Michigan, Gold Strike, located in Tunica County, Mississippi, and Beau Rivage, a beachfront resort located in Biloxi, Mississippi. Beau Rivage remains closed due to extensive damage from Hurricane Katrina and is scheduled to reopen in August of 2006. We are also a 50% owner of Silver Legacy, located in Reno, Nevada, a 50% owner of Borgata, a destination casino resort on Renaissance Pointe in Atlantic City, New Jersey and 50% owner of Grand Victoria, a riverboat casino in Elgin, Illinois. We also have a 50% interest in the MGM Grand Macau under construction in Macau S.A.R. We have also announced plans to develop Project CityCenter, a multi-billion dollar mixed-use urban development project on the Las Vegas Strip. In addition, our other operations include the Shadow Creek golf course in North Las Vegas, two golf courses at the Primm Valley Resorts, and a 50% investment in The Signature at MGM Grand, a condominium-hotel development in Las Vegas, Nevada.

On April 25, 2005, we consummated our acquisition (the Merger) of Mandalay Resort Group, a Nevada corporation (Mandalay). As consideration for the Merger, the Company paid to Mandalay's stockholders \$71 in cash for each share of Mandalay common stock outstanding at the time of the Merger. The total acquisition cost of \$7.3 billion included equity value of approximately \$4.8 billion, the assumption or repayment of outstanding Mandalay debt with a fair value of approximately \$2.9 billion and \$0.1 billion of transaction costs, offset by the \$0.5 billion received by Mandalay from the sale of its interest in Motor City Casino in Detroit, Michigan. The consideration for the Merger was funded from available borrowings under the Company's \$7.0 billion credit facility (comprised of a \$5.5 billion senior revolving credit facility and a \$1.5 billion senior term loan facility) which was made available concurrently with the Merger. We believe that the acquisition enhances our portfolio of resorts on the Las Vegas Strip, provides additional sites for future development, and expands our employee and customer bases significantly.

Our principal executive office is located at 3600 Las Vegas Boulevard South, Las Vegas, Nevada 89109. Our telephone number is (702) 693-7120.

The Exchange Offer

We sold \$375 million of our 6.625% senior notes due 2015, including the old notes, to certain initial purchasers in a private offering on September 9, 2005. The initial purchasers resold those notes in reliance on Rule 144A and Regulation S under the Securities Act. On October 17, 2005, we offered to exchange \$375 million 6.625% registered senior notes due 2015 for the \$375 million 6.625% private senior notes due 2015, pursuant to a registration statement

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filed with the SEC on Form S-4 (the 2005 exchange offer). Upon the expiration of the 2005 exchange offer, the old notes, representing \$2.1 million aggregate principal amount, remained untendered and were not exchanged for registered notes. We have agreed to exchange the old notes for the new notes upon the terms and conditions set forth herein.

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You are entitled to exchange your old notes for new registered 6.625% senior notes due 2015. The new notes will have substantially identical terms as the old notes, except that the offer and sale of the new notes is registered under the Securities Act and, therefore, the new notes do not have transfer restrictions. You should read the discussion under the heading *Description of the New Notes* for further information regarding the new notes that we are offering in exchange for your old notes.

We believe that you may resell the new notes issued in the exchange offer without compliance with the registration and prospectus delivery provisions of the Securities Act, subject to the conditions described under *The Exchange Offer*. You should read that section for further information regarding the exchange offer. In addition, you should refer to *Certain United States Federal Income Tax Considerations* on page 44 for a discussion on certain tax considerations related to the exchange offer.

Summary of the Terms of the Exchange Offer

The following is a brief summary of some of the terms of the exchange offer. For a more complete description of the terms of the exchange offer, see *Exchange Offer* in this prospectus.

Exchange Offer	<p>\$1,000 principal amount of registered 6.625% senior notes due 2015 in exchange for each \$1,000 principal amount of 6.625% senior notes due 2015 issued in a private placement on September 9, 2005. As of the date hereof, old notes representing \$2.1 million aggregate principal amount are outstanding.</p> <p>The terms of the new notes and the old notes are substantially identical, except the sale of the new notes in the exchange offer has been registered under the Securities Act; and</p>
Expiration Date	<p>You have until 5:00 p.m., New York City time, on [], 2006 to validly tender your old notes if you want to exchange your old notes for new notes. We may extend that date under certain conditions.</p>
Withdrawal	<p>The tender of the old notes pursuant to the exchange offer may be withdrawn at any time prior to the expiration date. Any old notes not accepted for exchange for any reason will be returned without expense as soon as practicable after the expiration or termination of the exchange offer.</p>
Interest	<p>You will receive interest on the new notes starting from the date interest was last paid on your old notes. If no interest was paid on your old notes, you will receive interest on the new notes from June 20, 2005. If your old notes are exchanged for new notes, you will not receive any accrued interest on your old notes.</p>
Conditions of the Exchange Offer; Extensions; Amendments	<p>The exchange offer is subject to customary conditions, including the condition that the exchange offer not violate applicable law or any applicable interpretation of the staff. See <i>The Exchange Offer</i> <i>Conditions of The Exchange Offer</i>.</p>

The exchange offer is not conditioned on any minimum aggregate principal amount of old notes being tendered in the exchange offer.

If we materially amend the exchange offer, we will notify you.

We may also delay or extend the exchange offer and, if the conditions to the exchange offer are not met, we may terminate the exchange offer. We will notify you of any delay, extension or termination of the exchange offer.

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Under certain circumstances specified in the registration rights agreement, we may be required to file a shelf registration statement for the old notes for a continuous offering under Rule 415 under the Securities Act.

**Procedures for Tendering Old Notes;
Special Procedures for Beneficial Owners**

If you want to participate in the exchange offer, you must transmit a properly completed and signed letter of transmittal, and all other documents required by the letter of transmittal, to the exchange agent. Please send these materials to the exchange agent at the address set forth in the accompanying letter of transmittal prior to 5:00 p.m., New York City time, on the expiration date. You must also send one of the following:

certificates for your old notes;

a timely confirmation of book-entry transfer of your old notes into the exchange agent's account at The Depository Trust Company; or

the items required by the guaranteed delivery procedures described below.

If you are a beneficial owner of your old notes, and your old notes are registered in the name of a nominee, such as a broker, dealer, commercial bank or trust company, and you wish to tender your old notes in the exchange offer, you should instruct your nominee to promptly tender the old notes on your behalf.

If you are a beneficial owner and you want to tender your old notes on your own behalf, you must, before completing and executing the letter of transmittal and delivering your old notes, make appropriate arrangements to either register ownership of your old notes in your name or obtain a properly completed bond power from the registered holder of your old notes.

By executing the letter of transmittal, you will represent to us that:

you are not our affiliate (as defined in Rule 405 under the Securities Act);

you will acquire the new notes in the ordinary course of your business;

you are not a broker-dealer that acquired your old notes directly from us in order to resell them pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act;

if you are a broker-dealer that acquired your new notes as a result of market-making or other trading activities, you will deliver a prospectus in connection with any resale of new notes; and

you are not participating, do not intend to participate and have no arrangement or understanding with any person to participate in the

distribution of the new notes.

Guaranteed Delivery Procedures

If you wish to tender your old notes and:

your old notes are not immediately available;

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you are unable to deliver on time your old notes or any other document that you are required to deliver to the exchange agent; or

you cannot complete the procedures for delivery by book-entry transfer on time;

then you may tender your old notes according to the guaranteed delivery procedures that are discussed in the letter of transmittal and in The Exchange Offer Guaranteed Delivery Procedures.

The Exchange Agent

U.S. Bank National Association is the exchange agent. Its address and telephone number are set forth in The Exchange Offer The Exchange Agent; Assistance.

Resales of New Notes

Based on interpretations by the staff of the Commission, as set forth in no-action letters issued to certain third parties unrelated to us, we believe that new notes issued pursuant to the exchange offer in exchange for old notes may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery requirements of the Securities Act, unless you:

are our affiliate (as defined in Rule 405 under the Securities Act);

acquired the new notes other than in the ordinary course of your business;

are a broker-dealer that acquired your old notes directly from us in order to resell them pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act; or

are participating, intend to participate or have an arrangement or understanding with any person to participate in the distribution of the new notes.

However, the SEC has not considered the exchange offer in the context of a no-action letter and we cannot be sure that the staff of the SEC would make a similar determination with respect to the exchange offer as in such other circumstances.

All broker-dealers that are issued new notes for their own accounts in exchange for old notes that were acquired as a result of market-making or other trading activities must acknowledge that they will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the new notes. If you are a broker-dealer and are required to deliver a prospectus, you may use this prospectus for an offer to resell, a resale or other transfer of the new notes.

Certain Tax Considerations

The issuance of the new notes will not constitute a taxable exchange for U.S. federal income tax purposes. You will not recognize any gain or loss upon receipt of the new notes. See Certain United States Federal Income

Tax Considerations.

Effect of Not Tendering

If you do not exchange your old notes for new notes in the exchange offer, your old notes will continue to be subject to the restrictions on transfer contained in the legend on the old notes. In general, the old notes may not be offered or sold unless they are registered under the Securities Act. However, you may offer or sell your old notes under an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not currently anticipate that we will register the old notes under the Securities Act.

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Summary of the Terms of the New Notes

The following is a brief summary of some of the terms of the new notes. For a more complete description of the terms of the new notes, see "Description of the New Notes" in this prospectus.

Issuer	MGM MIRAGE.
Notes offered	\$2,107,000 aggregate principal amount of 6.625% senior notes due 2015 (the "new notes").
Maturity	The new notes mature on July 15, 2015.
Interest payment dates	January 15 and July 15 of each year after the date of issuance of the new notes. You will receive interest on the new notes starting from the date interest was last paid on your old notes. If no interest was paid on your old notes, you will receive interest from June 20, 2005. If your old notes are exchanged for new notes, you will not receive any accrued interest on your old notes.
Guarantees	The new notes will be unconditionally guaranteed, jointly and severally, on a senior basis by substantially all of our wholly owned U.S. subsidiaries except for U.S. holding companies of our foreign subsidiaries.
Ranking	The new notes and guarantees will be general unsecured senior obligations of MGM MIRAGE and each guarantor, respectively, and will rank equally with or senior to all existing or future indebtedness of MGM MIRAGE and each guarantor, respectively. See "Description of the New Notes Ranking."
Optional redemption	We may redeem the new notes in whole or in part at any time prior to their maturity at the redemption price described in the section "Description of the New Notes Optional Redemption."
Covenants	<p>The indenture contains covenants that, among other things, will limit our ability and, in certain instances, the ability of our subsidiaries to:</p> <ul style="list-style-type: none"> incur liens on assets to secure debt; enter into certain sale and lease-back transactions; and merge or consolidate with another company or sell substantially all assets. <p>These covenants are subject to a number of important qualifications and exceptions. See "Description of the New Notes Additional Covenants of MGM MIRAGE."</p>
Use of proceeds	We will not receive any proceeds from the exchange offer and the corresponding issuance of the new notes.

Risk factors

See Risk Factors and the other information in this prospectus for a discussion of the factors you should carefully consider in connection with the exchange offer and the new notes.

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RISK FACTORS

Before you participate in the exchange offer for the new notes, you should be aware that investment in the new notes carries various risks, including those described below. We urge you to carefully consider these risk factors, together with all of the other information included and incorporated by reference in this prospectus, before you decide to participate in the exchange offer for the new notes.

Risks Related to the Exchange Offer and the New Notes

Restrictions on transfer *If you do not properly tender your old notes, your ability to transfer such old notes will be adversely affected.*

We will only issue new notes in exchange for old notes that are timely received by the exchange agent, together with all required documents, including a properly completed and signed letter of transmittal. Therefore, you should allow sufficient time to ensure timely delivery of the old notes and you should carefully follow the instructions on how to tender your old notes. Neither we nor the exchange agent are required to tell you of any defects or irregularities with respect to your tender of the old notes. If you do not tender your old notes or if we do not accept your old notes because you did not tender your old notes properly, then, after we consummate the exchange offer, you may continue to hold old notes that are subject to the existing transfer restrictions. In addition, if you tender your old notes for the purpose of participating in a distribution of the new notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the new notes. If you are a broker-dealer that receives new notes for your own account in exchange for old notes that you acquired as a result of market-making activities or any other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale of such exchange notes. After the exchange offer is consummated, if you continue to hold any old notes, you may have difficulty selling them because there will be fewer old notes outstanding. In addition, if a large amount of old notes are not tendered or are tendered improperly, the limited amount of new notes that would be issued and outstanding after we consummate the exchange offer could lower the market price of such new notes.

Our substantial indebtedness could adversely affect our operations and financial results and impair our ability to satisfy our obligations under the new notes.

We had approximately \$12.5 billion of indebtedness as of March 31, 2006. See Capitalization. The interest rate on a large portion of our long-term debt is subject to fluctuation based on changes in short-term interest rates and the level of debt-to-EBITDA (as defined) under the provisions of our senior credit facility.

The new notes will not restrict our ability to borrow substantial additional funds in the future that may be either *pari passu* with or subordinated to the new notes, and the new notes provide holders only limited protection should we be involved in a highly leveraged transaction. If we incur additional indebtedness, it could increase the related risks that we face.

Our indebtedness could have important consequences to you. For example, it could:

increase our vulnerability to general adverse economic and industry conditions;

limit our flexibility in planning for, or reacting to, changes in our business and industry;

limit our ability to borrow additional funds; and

place us at a competitive disadvantage compared to other less leveraged competitors.

Servicing our indebtedness will require a significant amount of cash and our ability to generate sufficient cash depends on many factors, some of which are beyond our control.

Our ability to make payments on and to refinance our indebtedness and to fund planned capital expenditures depends on our ability to generate cash flow in the future. This, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors and other factors that are beyond our control. In addition, our ability to borrow funds under our senior credit facility in the future will depend on our meeting the financial

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covenants in the agreements, including a minimum interest coverage test and a maximum leverage ratio test. We cannot assure you that our business will generate cash flow from operations or that future borrowings will be available to us under our senior credit facility in an amount sufficient to enable us to pay our indebtedness or to fund our other liquidity needs. As a result, we may need to refinance all or a portion of our indebtedness on or before maturity. We cannot assure you that we will be able to extend or refinance any of our indebtedness on favorable terms or at all. Our inability to generate sufficient cash flow or refinance our indebtedness on favorable terms could have a material adverse effect on our financial condition.

Fraudulent conveyance statutes allow courts, under specific circumstances, to avoid subsidiary guarantees.

Various fraudulent conveyance and similar laws have been enacted for the protection of creditors and may be utilized by courts to avoid or limit the guarantees of the new notes by our subsidiaries. The requirements for establishing a fraudulent conveyance vary depending on the law of the jurisdiction that is being applied. Generally, if in a bankruptcy, reorganization or other judicial proceeding, a court were to find that the guarantor received less than reasonably equivalent value or fair consideration for incurring indebtedness evidenced by guarantees, and either

was insolvent at the time of the incurrence of such indebtedness,

was rendered insolvent by reason of incurring such indebtedness,

was at such time engaged or about to engage in a business or transaction for which its assets constituted unreasonably small capital, or

intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they matured,

such court could, with respect to the guarantor, declare void in whole or in part the obligations of such guarantor under the guarantees. Any payment by such guarantor pursuant to its guarantee could also be required to be returned to it, or to a fund for the benefit of its creditors. Generally, an entity will be considered insolvent if the sum of its respective debts is greater than the fair saleable value of all of its property at a fair valuation or if the present fair saleable value of its assets is less than the amount that will be required to pay its probable liability on its existing debts, as they become absolute and mature.

MGM MIRAGE has no operations of its own and derives all of our revenue from its subsidiaries. If a guarantee of the new notes by a subsidiary were avoided as a fraudulent transfer, holders of other indebtedness of, and trade creditors of, that subsidiary would generally be entitled to payment of their claims from the assets of the subsidiary before such assets could be made available for distribution to us to satisfy our own obligations. The indenture for the new notes will not limit the incurrence of additional indebtedness by us and our subsidiaries or limit investments by us in our subsidiaries.

We may require you to dispose of your new notes or redeem your new notes if any gaming authority finds you unsuitable to hold them.

We may require you to dispose of your new notes or redeem your new notes if any gaming authority finds you unsuitable to hold them or in order to otherwise comply with any gaming laws to which we or any of our subsidiaries are or may become subject, as more fully described in the sections entitled Regulation and Licensing and Description of the New Notes Mandatory Disposition Pursuant to Gaming Laws.

An active trading market may not develop for these new notes.

The new notes do not have an established trading market, and none may develop. We do not intend to apply for listing of the new notes on any securities exchange or for quotation on any automated dealer quotation system. The liquidity of any market for the new notes will depend on the number of holders of the new notes, the interest of securities dealers in making a market in the new notes and other factors. The initial purchasers of the old notes are under no obligation to make a market in the new notes, even if permitted by applicable laws and regulations. At their discretion, the initial purchasers could discontinue any market-making efforts at any time without notice.

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Accordingly, we cannot assure you as to the development or liquidity of any market for the new notes. If an active trading market does not develop, the market price and liquidity of the new notes may be adversely affected. If the new notes are traded, they may trade at a discount from their initial offering price of the old notes depending upon prevailing interest rates, the market for similar securities, general economic conditions, our performance and business prospects and certain other factors.

Risks Related to MGM MIRAGE and the Gaming Industry

The gaming industry is highly competitive.

Our casinos in Las Vegas and elsewhere are destination resorts that compete with other destination travel locations throughout the United States and the world. We do not believe that our competition is limited to a particular geographic area, and gaming operations in other states or countries could attract our customers. To the extent that new casinos enter our markets or hotel room capacity is expanded by others in major destination locations, competition will increase. Major competitors, including new entrants, have either recently expanded their hotel room capacity or are currently constructing new rooms in Las Vegas. Also, the recent growth of gaming in areas outside Las Vegas, including California, has increased the competition faced by our operations in Las Vegas and elsewhere. In particular, as additional large scale gaming operations in Native American tribal lands increase, competition will increase.

The expansion of gaming in California has already impacted our operations and could have a material adverse effect on our business.

According to the California Gambling Control Commission, more than 60 compacts with tribes had been approved by the federal government as of December 31, 2005, with more than 50 of the tribes legally operating casinos in California in accordance with these compacts. Additional expansion of gaming in California could have an adverse impact on our results of operations.

The gaming industry is highly regulated, and we must adhere to various regulations, maintain our licenses and pay gaming taxes to continue our operations.

The ownership and operation of gaming facilities are subject to extensive federal, state, provincial, tribal and/or local laws, regulations and ordinances, which are administered by the relevant regulatory agencies in each jurisdiction. These laws, regulations and ordinances vary from jurisdiction to jurisdiction, but generally concern the responsibility, financial stability and character of the owners and managers of gaming operations as well as persons financially interested or involved in gaming operations. As such, our gaming regulators can require us to disassociate ourselves from suppliers or business partners found unsuitable by the regulators. For a summary of gaming regulations that affect our business, see Regulation and Licensing. The regulatory environment in any particular jurisdiction may change in the future and any such change could have a material adverse effect on our results of operations. In addition, we are subject to various gaming taxes, which are subject to possible increase at any time. For instance, the gaming tax rate in Michigan was increased in 2004.

Our business is affected by economic and market conditions in the markets in which we operate and in the locations where our customers reside.

Bellagio, MGM Grand, Mandalay Bay and The Mirage are particularly affected by economic conditions in the Far East, and all of our Nevada resorts are affected by economic conditions in the United States, and California in particular. A recession or economic slowdown could cause a reduction in visitation to our resorts, which would adversely affect our operating results.

We rely on customers who travel to our resorts, and if our customers' ability to travel is impeded, it could negatively affect our operating results.

Many of our customers travel by air. As a result, the cost and availability of air service, the cost of fuel, and the impact of events like those of September 11, 2001, can affect our business. Additionally, there is one principal interstate highway between Las Vegas and Southern California, where a large number of our customers reside.

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Capacity restraints of that highway or any other traffic disruptions may affect the number of customers who visit our facilities.

Terrorist attacks may cause significant disruption to our business.

Leisure and business travel, especially travel by air, are particularly susceptible to global geopolitical events, such as terrorist attacks or acts of war or hostility, which can create economic and political uncertainties that could adversely impact our business levels. Furthermore, although we have been able to purchase some insurance coverage for certain types of terrorist acts, insurance coverage against loss or business interruption resulting from war and some forms of terrorism continues to be unavailable.

Extreme weather conditions may cause significant property damage and interruption of our operations in certain areas.

Certain of our casino properties are located in areas that may be subject to extreme weather conditions, including, but not limited to, hurricanes. Such extreme weather conditions may interrupt our operations, damage our properties, and reduce the number of customers who visit our facilities in such areas. Although we maintain both property and business interruption insurance coverage for certain extreme weather conditions, such coverage is subject to deductibles and limits on maximum benefits, including limitation on the coverage period for business interruption, and we cannot assure you that we will be able to fully insure such losses or fully collect, if at all, on claims resulting from such extreme weather conditions. Furthermore, such extreme weather conditions may interrupt or impede access to our affected properties and may cause visits to our affected properties to decrease for an indefinite period. For example, in August 2005, Hurricane Katrina caused significant damage to our Beau Rivage resort.

Increases in energy costs, such as those experienced recently, may have a negative impact on our operating results.

We are a large consumer of electricity and other energy. Accordingly, increases in energy costs, such as those experienced recently, may have a negative impact on our operating results. Additionally, higher energy and gasoline prices which affect our customers may result in reduced visitation to our resorts and a reduction in our revenues. For example, Nevada Power, which supplies power to our Las Vegas resorts, recently submitted a rate request which would significantly increase our cost of electricity at those resorts.

Our joint venture for the construction and operation of a hotel-casino in Macau S.A.R., as well as our potential future investments and other transactions in other foreign jurisdictions, involve significant risks.

In June 2004, we announced that we entered into a joint venture agreement with Pansy Ho Chiu-king to develop, build and operate a major hotel-casino resort in Macau S.A.R. The facility, MGM Grand Macau, will be jointly owned and operated by the two shareholders. MGM Grand Macau's operations will be subject to unique risks, including risks related to: (a) Macau's regulatory framework; (b) our ability to adapt to the different regulatory and gaming environment in Macau while remaining in compliance with the requirements of the gaming regulatory authorities in the jurisdictions in which we currently operate, as well as other applicable federal, state, or local laws in the United States and Macau; (c) the transition of Macau from a Portuguese colony to a special administrative region of the People's Republic of China; and (d) the extreme weather conditions in the region.

Furthermore, any such operations in Macau or any future operations in which we may engage in any other foreign territories are subject to risks pertaining to international operations, including foreign currency risks, foreign government regulations that may make it difficult for us to operate in a profitable manner in such jurisdiction, inability to adequately enforce our rights in such jurisdiction, general geopolitical risks such as political and economic instability, hostilities with neighboring countries and changes in diplomatic and trade relationships, and potentially

adverse tax consequences.

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We are planning significant construction projects in the near future, which exposes us to several significant risks.

Our plans for future construction can be affected by a number of factors, including time delays in obtaining necessary governmental permits and approvals and legal challenges. We may make changes in project scope, budgets and schedules for competitive, aesthetic or other reasons, and these changes may also result from circumstances beyond our control. These circumstances include weather interference, shortages of materials and labor, work stoppages, labor disputes, unforeseen engineering, environmental or geological problems and unanticipated cost increases. Any of these circumstances could give rise to delays or cost overruns. Major expansion projects at our existing resorts can also result in disruption of our business during the construction period.

Tracinda Corporation owns a majority of our common stock and may influence our Board of Directors and affairs.

Tracinda Corporation and its sole stockholder beneficially owned approximately 56% of our outstanding common stock at March 31, 2006. As a result, Tracinda Corporation has the ability to elect our entire Board of Directors and determine the outcome of other matters submitted to our stockholders, such as the approval of significant transactions.

USE OF PROCEEDS

We will not receive any proceeds from the exchange offer. In consideration for issuing the new notes, we will receive outstanding old notes in like original principal amount at maturity. All old notes received in the exchange offer will be cancelled. Because we are exchanging the new notes for the old notes, which have substantially identical terms, the issuance of the new notes will not result in any increase in our indebtedness. The exchange offer is intended to satisfy our obligations under the registration rights agreement executed in connection with the sale of the old notes.

The net proceeds from the offering of the old notes, and including the rest of the \$375 million 6.625% senior notes due 2015 sold in a private offering on September 9, 2005, (approximately \$377 million after commissions and offering expenses) were used to repay a portion of the outstanding amount under our \$7.0 billion credit facility, to pay fees and expenses related to the offering of the old notes and for general corporate purposes. The \$7.0 billion credit facility matures on April 25, 2010 and bears interest (6.2% as of March 31, 2006) based upon the bank reference rate plus an applicable margin ranging from 0.00% to 0.75% or reserve adjusted LIBOR rate plus an applicable margin ranging from 0.75% to 1.75%. As of March 31, 2006, there was approximately \$5.1 billion outstanding under the \$7.0 billion credit facility. See Capitalization.

Table of Contents**CAPITALIZATION**

The following table sets forth our unaudited consolidated capitalization as of March 31, 2006 on a historical basis and on an as adjusted basis to give effect to the issuance of the \$500 million principal amount 6.75% senior notes due 2013 and the \$250 million principal amount 6.875% senior notes due 2016, all of which were issued in a private offering on April 5, 2006, and the application of the proceeds therefrom. The information presented in the table below should be read in conjunction with Use of Proceeds and Selected Consolidated Financial and Other Data included elsewhere in this prospectus as well as the consolidated historical financial statements and notes thereto incorporated in this prospectus by reference.

	As of March 31, 2006	
	Actual	As Adjusted
	(In millions)	
Cash and cash equivalents	\$ 297.0	\$ 297.0
Long-term debt (including current maturities):		
Senior credit facility	\$ 5,130.0	\$ 4,385.7
MGM MIRAGE:		
9.75% senior subordinated notes due 2007, net	708.5	708.5
6% senior notes due 2009, net	1,054.9	1,054.9
8.50% senior notes due 2010, net	822.8	822.8
8.375% senior subordinated notes due 2011	400.0	400.0
6.75% senior notes due 2012	550.0	550.0
6.750% senior notes due 2013		500.0
5.875% senior notes due 2014, net	522.7	522.7
6.625% senior notes due 2015, net	879.9	879.9
6.875% senior notes due 2016		250.0
Mirage Resorts, Incorporated:		
7.25% senior notes due 2006, net	241.6	241.6
6.75% senior notes due 2007, net	194.0	194.0
6.75% senior notes due 2008, net	173.1	173.1
7.25% senior debentures due 2017, net	82.9	82.9
Mandalay Resort Group:		
10.25% senior subordinated notes due 2007, net	522.4	522.4
9.50% senior notes due 2008, net	211.4	211.4
6.50% senior notes due 2009, net	228.4	228.4
9.375% senior subordinated notes due 2010, net	323.9	323.9
6.375% senior notes due 2011, net	133.7	133.7
7.625% senior subordinated debentures due 2013, net	155.8	155.8
Floating rate convertible senior debentures due 2033	8.5	8.5
7% debentures due 2036, net	155.9	155.9
6.7% debentures due 2096	4.3	4.3
Other notes		

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Total long-term debt (including current maturities)	12,504.7	12,510.4
Total stockholders' equity	3,385.8	3,385.8
Total capitalization	\$ 15,890.5	\$ 15,896.2

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Our selected consolidated financial and other data presented below as of and for the five years ended December 31, 2005 have been derived from our audited consolidated financial statements. The summary selected consolidated financial and other data as of and for the three months ended March 31, 2005 and 2006 has been derived from our unaudited consolidated financial statements for those periods, which, in the opinion of management, include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the results of operations and financial position. The results for the three months ended March 31, 2006 are not necessarily indicative of results that may be expected for the entire year. The table should be read together with our consolidated financial statements and accompanying notes, as well as management's discussion and analysis of results of operations and financial condition, all of which can be found in publicly available documents.

Statement	2001	For the Years Ended December 31,				Three Months Ended	
		2002	2003	2004	2005	2005	2006
	(In thousands, except per share data)						
Revenues	\$ 3,699,852	\$ 3,756,928	\$ 3,862,743	\$ 4,238,104	\$ 6,481,967	\$ 1,204,135	\$ 1,878,533
Operating income	599,892	746,538	699,729	950,860	1,357,208	293,176	424,372
Income from operations	160,440	289,476	230,273	349,856	443,256	111,079	144,037
Income before taxes	169,815	292,435	243,697	412,332	443,256	111,079	144,037
Earnings per share							
Income from operations	\$ 0.51	\$ 0.92	\$ 0.77	\$ 1.25	\$ 1.56	\$ 0.39	\$ 0.51
Income before taxes	\$ 0.53	\$ 0.93	\$ 0.82	\$ 1.48	\$ 1.56	\$ 0.39	\$ 0.51
Weighted average number of shares	317,542	315,618	297,861	279,325	284,943	282,516	284,200
Earnings per share	\$ 0.50	\$ 0.90	\$ 0.76	\$ 1.21	\$ 1.50	\$ 0.38	\$ 0.49
Income before taxes	\$ 0.53	\$ 0.91	\$ 0.80	\$ 1.43	\$ 1.50	\$ 0.38	\$ 0.49
Weighted average number of shares	321,644	319,880	303,184	289,333	296,334	294,646	292,783
Financial	1.43x	2.09x	1.86x	2.27x	1.92x	2.60x	1.93x

Earnings to							
charges(1)							
Sheet Data							
period):							
Assets	\$ 10,542,568	\$ 10,568,698	\$ 10,811,269	\$ 11,115,029	\$ 20,699,420	\$ 11,131,298	\$ 20,844,109
Debt, including							
Leases	5,465,608	5,222,195	5,533,462	5,463,619	12,358,829	5,339,005	12,507,814
Owners equity	2,510,700	2,664,144	2,533,788	2,771,704	3,235,072	3,022,796	3,385,774
Owners equity							
Per share	\$ 7.98	\$ 8.62	\$ 8.85	\$ 9.87	\$ 11.35	\$ 10.54	\$ 11.88
Number of shares							
Outstanding	314,792	309,148	286,192	280,740	285,070	286,806	284,994

(1) Earnings consist of income from continuing operations before income taxes and fixed charges, adjusted to exclude capitalized interest. Fixed charges consist of interest, whether expensed or capitalized, amortization of debt discount and issuance costs, and our proportionate share of interest cost of unconsolidated affiliates.

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In June 2003, we ceased operations of PLAYMGMMIRAGE.com, our online gaming website (Online). In January 2004, we sold the Golden Nugget Las Vegas and the Golden Nugget Laughlin including substantially all of the assets and liabilities of those resorts (the Golden Nugget Subsidiaries). In July 2004, we sold the subsidiaries that own and operate MGM Grand Australia. The results of Online, the Golden Nugget Subsidiaries and MGM Grand Australia are classified as discontinued operations for all periods presented. The Mandalay acquisition occurred on April 25, 2005.

MANDALAY RESORT GROUP

The selected consolidated financial and other data of Mandalay presented below as of and for the five fiscal years ended January 31, 2005 have been derived from the audited consolidated financial statements of Mandalay. The table should be read together with Mandalay's consolidated financial statements and accompanying notes, as well as management's discussion and analysis of results of operations and financial condition, all of which can be found in publicly available documents.

	Fiscal Year Ended January 31,				
	2001	2002	2003	2004	2005
	(In thousands, except per share amounts, ratios and statistical measures)				
Income Statement Data:					
Net revenues(1)	\$ 2,381,139	\$ 2,348,512	\$ 2,354,118	\$ 2,491,099	\$ 2,809,143
Income from operations	431,534	351,060	452,306	490,441	613,432
Income before cumulative effect of change in accounting principle	119,700	53,044	117,465	149,847	229,062
Net income(2)	119,700	53,044	115,603	149,847	229,062
Basic earnings per share(2)					
Income before cumulative effect of change in accounting principle	\$ 1.53	\$ 0.73	\$ 1.74	\$ 2.40	\$ 3.41
Net income	\$ 1.53	\$ 0.73	\$ 1.71	\$ 2.40	\$ 3.41
Diluted earnings per share(2)					
Income before cumulative effect of change in accounting principle	\$ 1.50	\$ 0.71	\$ 1.68	\$ 2.31	\$ 3.31
Net income	\$ 1.50	\$ 0.71	\$ 1.65	\$ 2.31	\$ 3.31
Ratio of earnings to fixed charges(3)	1.85x	1.50x	1.91x	2.30x	3.12x

**As of
January 31,
2005
(In thousands)**

Balance Sheet Data:

Cash and cash equivalents	\$ 169,738
Total assets	4,722,115
Long-term debt, net of current portion	2,646,986

Stockholders' equity

1,239,230

- (1) During fiscal 2003, Mandalay reclassified equity in earnings of unconsolidated affiliates from revenues to a separate component within income from operations. Prior fiscal years have been reclassified to conform to the new presentation. This reclassification had no impact on previously reported income from operations or net income.

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- (2) In accordance with the adoption of Statement of Financial Accounting Standards No. 142, Goodwill and Other Intangible Assets (SFAS 142) on February 1, 2002, Mandalay no longer amortizes goodwill. The following table presents Mandalay's results for fiscal years ended January 31, 2001 and 2002 as if the non-amortization provisions of SFAS 142 had been applied. All goodwill amortization was related to continuing operations.

	Fiscal Year Ended January 31,	
	2001	2002
	(In thousands, except per share data)	
Net income as reported	\$ 119,700	\$ 53,044
Goodwill amortization adjustment	11,801	11,801
Adjusted net income	\$ 131,501	\$ 64,845
Basic net income per share as reported	\$ 1.53	\$ 0.73
Goodwill amortization adjustment	0.15	0.16
Adjusted basic net income per share	\$ 1.68	\$ 0.89
Diluted net income per share as reported	\$ 1.50	\$ 0.71
Goodwill amortization adjustment	0.15	0.16
Adjusted diluted net income per share	\$ 1.65	\$ 0.87

- (3) For purposes of determining the ratio of earnings to fixed charges, earnings are defined as net income before fixed charges, income taxes and minority interest, adjusted to exclude capitalized interest. Fixed charges consist of interest, whether expensed or capitalized, amortization of debt discount and issuance costs, Mandalay's proportionate share of the interest cost of 50%-owned ventures, and the estimated interest component of rental expense.

On April 25, 2005, immediately prior to the Merger, Mandalay's ownership interest in MotorCity Casino was sold to a third party.

Table of Contents**SUMMARY UNAUDITED PRO FORMA FINANCIAL AND OTHER DATA**

The summary unaudited pro forma financial and other data presented below give effect to the acquisition by MGM MIRAGE of Mandalay, and are derived from our historical financial statements and the historical financial statements of Mandalay, which are incorporated by reference in this prospectus, and the historical financial statements of Monte Carlo, a joint venture between us and Mandalay. The summary pro forma financial and other data presented below is only a summary of the unaudited pro forma condensed combined financial statements presented on pages 16 to 19, and should be read in conjunction with our historical financial statements and other information incorporated herein by reference.

The historical financial statements have been adjusted as described in the notes to the unaudited pro forma condensed combined financial statements beginning on page 16. The summary pro forma financial and other data presented below should not be considered representative of our future consolidated results of operations or financial position.

	Year Ended December 31, 2005 (In thousands, except per share data)
Income Statement Data:	
Net revenues	\$ 7,384,626
Operating income	1,519,500
Income from continuing operations	465,087
Basic earnings per share Income from continuing operations	\$ 1.63
Diluted earnings per share Income from continuing operations	\$ 1.57
Other Financial Data:	
Ratio of earnings to fixed charges	1.83

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UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The unaudited pro forma condensed combined statement of income for the year ended December 31, 2005 has been prepared to give effect to the Merger, and are derived from our historical financial statements, the historical financial statements of Mandalay, the historical financial statements of MotorCity Casino, 53.5% owned by Mandalay and sold in connection with the Merger, and the historical financial statements of Monte Carlo, a joint venture between us and Mandalay. The historical financial statements have been adjusted as described in the notes to the unaudited pro forma condensed combined financial statements. The unaudited pro forma condensed combined financial statements do not give any effect to the offering of the notes contemplated by this offering memorandum.

The unaudited pro forma condensed combined statement of income has been prepared in accordance with Article 11 of Regulation S-X. The historical statement of income for MGM MIRAGE includes the results of Mandalay and Monte Carlo since April 25, 2005, the date of the Merger. The statements of income for Mandalay, Monte Carlo and MotorCity include the results of those entities from January 1, 2005 through April 25, 2005.

For purposes of the unaudited pro forma condensed combined statements of income, we assumed the Merger occurred on January 1, 2005. We applied the purchase method of accounting, which requires an allocation of the purchase price to the assets acquired and liabilities assumed, at fair value.

The purchase price allocation reflected in the unaudited condensed combined financial statements is preliminary and is subject to revision for up to one year after the Merger. In particular, we are still evaluating certain customer relationship intangible assets related to individual and group hotel reservations as well as gaming loyalty program members. The final purchase price allocation will be based on formal valuations of tangible assets, identification and valuation of identifiable intangible assets, and an analysis of the value of liabilities assumed. The final purchase price allocation may differ materially from the preliminary estimate due to different valuations and differences in useful lives and amortization methods applied to tangible and intangible assets. Therefore, the unaudited pro forma condensed combined financial statements are for informational purposes only and are not intended to represent or be indicative of the consolidated results of operations that we would have reported had the Merger been completed as of the dates presented. Additionally, the unaudited pro forma condensed combined financial statements should not be considered representative of our future consolidated results of operations.

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**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2005**

	MGM MIRAGE Historical	Mandalay Historical	Monte Carlo Historical(a)	MotorCity Disposition(b)	Pro Forma Adjustments	MGM MIRAGE Pro Forma
	(In thousands, except per share data)					
Revenues						
Casino	\$ 2,981,651	\$ 435,316	\$ 33,802	\$ (138,668)	\$	\$ 3,312,101
Rooms	1,673,696	283,390	46,987			2,004,073
Food and beverage	1,330,210	174,390	15,052	(14,505)		1,505,147
Entertainment, retail and other	1,098,612	117,045	10,013	(4,594)	(1,118)(c)	1,219,958
	7,084,169	1,010,141	105,854	(157,767)	(1,118)	8,041,279
Less: Promotional allowances	(602,202)	(63,038)	(4,783)	13,370		(656,653)
	6,481,967	947,103	101,071	(144,397)	(1,118)	7,384,626
Expenses						
Casino	1,536,611	239,040	17,531	(75,983)		1,717,199
Rooms	472,592	87,954	11,748			572,294
Food and beverage	816,570	113,131	10,858	(5,850)		934,709
Entertainment, retail and other	721,286	67,256	5,459	(1,506)		792,495
General and administrative	958,263	169,315	13,991	(17,107)		1,124,462
Corporate expense	130,633	27,497				158,130
Preopening and start-up expenses	15,752					15,752
Restructuring costs (credit)	(59)		69			10
Property transactions, net	36,880			14		36,894
Depreciation and amortization	588,102	59,747	5,433	(2,485)	6,973(d)	657,770
	5,276,630	763,940	65,089	(102,917)	6,973	6,009,715
Income from unconsolidated affiliates	151,871	28,198			(35,657)(a) 177(e)	144,589
Operating income	1,357,208	211,361	35,982	(41,480)	(43,571)	1,519,500

Non-operating income (expense)						
Interest income	12,110	233	102			12,445
Interest expense, net	(656,159)	(65,198)	(5)	867	(58,788)(f)	(779,283)
Non-operating items from unconsolidated affiliates	(15,825)	(2,598)			550(e)	(17,873)
Other, net	(18,434)	4,106				(14,328)
	(678,308)	(63,457)	97	867	(58,238)	(799,039)
Minority interest		(18,873)		18,873		
Income from continuing operations before income taxes						
	678,900	129,031	36,079	(21,740)	(101,809)	720,461
Provision for income taxes	(235,644)	(49,670)		7,609	22,331(g)	(255,374)
Income from continuing operations	\$ 443,256	\$ 79,361	\$ 36,079	\$ (14,131)	\$ (79,478)	\$ 465,087
Basic earnings per share						
Income from continuing operations	\$ 1.56					\$ 1.63
Shares used in calculation	284,943					284,943
Diluted earnings per share						
Income from continuing operations	\$ 1.50					\$ 1.57
Shares used in calculation	296,334					296,334

The accompanying notes are an integral part of this unaudited pro forma condensed combined statement of income.

Table of Contents**NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED
STATEMENT OF INCOME****1. Basis of presentation**

The accompanying unaudited pro forma condensed combined financial statements present the pro forma results of operations of MGM MIRAGE and Mandalay on a combined basis based on the historical financial information of each company and after giving effect to the Merger. The Merger has been recorded using the purchase method of accounting, with MGM MIRAGE as the acquirer.

The historical statement of income for MGM MIRAGE includes the results of Mandalay and Monte Carlo since April 25, 2005, the date of the Merger. The statements of income for Mandalay, Monte Carlo and MotorCity include the results of those entities from January 1, 2005 through April 25, 2005. The statement of income for Mandalay for the year ended December 31, 2005 excludes the gain on sale of MotorCity and restructuring costs recognized at the date of the Merger.

Certain reclassifications have been made to the historical Mandalay financial statements to conform to the presentation used in the MGM MIRAGE historical financial statements. Such reclassifications had no effect on Mandalay's previously reported income from continuing operations.

For purposes of the unaudited pro forma condensed combined statements of income, we assumed the Merger occurred on January 1, 2005.

2. Preliminary Purchase Price Allocation

The following table sets forth the determination of the consideration paid for Mandalay at the date of the Merger, April 25, 2005 (in thousands, except per share amounts):

Cash consideration for outstanding Mandalay shares and stock options	\$ 4,831,944
Estimated fair value of Mandalay long-term debt	2,849,225
Transaction costs and expenses	111,944
	7,793,113
Less: Proceeds from the sale of MotorCity Casino	(526,597)
	\$ 7,266,516

The following table sets forth the preliminary allocation of purchase price (in thousands):

Current assets (including cash of \$134,245)	\$ 414,326
Property and equipment	7,180,936
Goodwill	1,230,804
Other intangible assets	245,940
Other assets	283,931
Assumed liabilities, excluding long-term debt	(602,338)
Deferred taxes	(1,487,083)

\$ 7,266,516

The amount allocated to intangible assets includes existing Mandalay intangible assets and the recognition of customer lists with an estimated value of \$12.0 million and an estimated useful life of five years and trade names and trademarks with an estimated value of \$234.0 million and an indefinite life. The purchase price allocation reflected above is preliminary and is subject to revision for up to one year after the Merger. We anticipate reflecting the final purchase price allocation in our next periodic filing.

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3. Pro Forma Adjustments

The following are brief descriptions of each of the pro forma adjustments included in the unaudited pro forma condensed combined financial statements:

(a) To reflect the historical results of operations of Monte Carlo as if it were a consolidated subsidiary and to reflect the elimination of income from unconsolidated affiliate from the MGM MIRAGE and Mandalay historical financial statements. The income statement impacts of purchase price adjustments related to recording the assets and liabilities of Monte Carlo at fair value are included in the pro forma adjustments. Monte Carlo is a partnership and therefore does not record a provision for income taxes. An adjustment to reflect an income tax provision on Monte Carlo's income is included in pro forma adjustment (g) below.

(b) To reflect the disposition of MotorCity Casino, of which Mandalay held a 53.5% interest and consolidated. Proceeds from the sale of MotorCity are assumed to be used to reduce outstanding borrowings, thereby reducing interest expense (reflected in the pro forma adjustment column see pro forma adjustment (f)).

(c) To eliminate intercompany payments from MGM MIRAGE to Monte Carlo related to the temporary removal from service of the tram connecting Bellagio and Monte Carlo to facilitate the construction of the Bellagio expansion.

(d) To reflect adjustments to depreciation and amortization related to the recognition of depreciable property and equipment at fair value and the recognition of definite-lived intangible assets in the preliminary purchase price allocation.

(e) To reflect the income statement impacts of adjustments to the value of Mandalay's investments in unconsolidated affiliates other than Monte Carlo.

(f) To reflect the pro forma interest expense resulting from the Merger. The pro forma interest expense reflects the interest on \$4.6 billion of incremental new borrowings and amortization of debt issuance costs related to the new borrowings, offset by the amortization of the premium resulting from recording the Mandalay debt assumed in the transaction at fair value. We entered into a \$7.0 billion senior credit facility to finance the Merger. The senior credit facility consists of entirely variable rate borrowings, with an assumed weighted average interest rate of 4.8% (based on LIBOR at April 25, 2005). A 0.125% change in the estimated interest rate would result in a \$5.7 million change in annual pro forma interest expense.

(g) To reflect the tax effect of the pro forma adjustments at the 35% statutory rate. Also included in this amount is an adjustment to reflect an income tax provision on Monte Carlo's income at the 35% statutory rate. See also pro forma adjustment (a) above.

4. Cost Savings, Merger-related Charges, and Disposals of Long-lived Assets

The unaudited pro forma condensed combined financial statements do not reflect any cost savings of duplicative departments and redundant infrastructure, the benefit of operational efficiencies, or the benefit of revenue enhancements which may be achieved as a result of the Merger.

The unaudited pro forma condensed combined financial statements do not reflect any restructuring or other merger-related charges and liabilities resulting from actions taken as a result of the integration of Mandalay, such as certain exit activities, contract terminations or severance, some of which have already occurred.

The unaudited pro forma condensed combined financial statements reflect the disposition of Mandalay's interest in MotorCity Casino in Detroit, Michigan. The unaudited pro forma condensed combined financial statements do not reflect any other disposals of long-lived assets. We do not currently intend to dispose of any other operating casino resorts. We may dispose of other long-lived assets, such as undeveloped land or certain corporate assets, such as airplanes, but no assurance can be given as to if and when such disposals will occur.

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REGULATION AND LICENSING

The gaming industry is highly regulated, and we must maintain our licenses and pay gaming taxes to continue our operations. Each of our casinos is subject to extensive regulation under the laws, rules and regulations of the jurisdiction where it is located. These laws, rules and regulations generally concern the responsibility, financial stability and character of the owners, managers, and persons with financial interest in the gaming operations. Violations of laws in one jurisdiction could result in disciplinary action in other jurisdictions.

Our businesses are subject to various federal, state and local laws and regulations in addition to gaming regulations. These laws and regulations include, but are not limited to, restrictions and conditions concerning alcoholic beverages, environmental matters, employees, currency transactions, taxation, zoning and building codes, and marketing and advertising. Such laws and regulations could change or could be interpreted differently in the future, or new laws and regulations could be enacted. Material changes, new laws or regulations, or material differences in interpretations by courts or governmental authorities could adversely affect our operating results.

Under the gaming laws of Nevada, Michigan, Mississippi, New Jersey, Illinois and our certificate of incorporation, holders of our securities may be required, under certain circumstances, to dispose of the securities. If the holder refuses to do so, we may be required to repurchase the security.

Consequently, each holder of notes, by accepting any notes, will be deemed to have agreed to be bound by the requirements imposed by the gaming authorities in any jurisdictions we, or any of our subsidiaries, conduct or propose to conduct gaming activities. See Description of the Notes Mandatory Disposition Pursuant to Gaming Laws. In addition, under the indenture governing the notes, each holder and beneficial owner of notes, by accepting or otherwise acquiring an interest in any notes, will be deemed to have agreed to apply for a license, qualification, or finding of suitability if and to the extent required by the gaming authorities in any jurisdiction in which we, or any of our subsidiaries, conduct or propose to conduct gaming activities. In such an event, if a holder of notes fails to apply or become licensed or qualified or is found unsuitable, we shall have the right, at our option:

to require the holder to dispose of its notes or beneficial interest therein within 30 days of receiving notice of our election or such earlier date as may be requested or prescribed by a gaming authority; or

to redeem the notes at a redemption price equal to the lesser of (1) the holder's cost, plus accrued and unpaid interest, if any, to the earlier of the redemption date and the date of the finding of unsuitability or failure to comply or (2) 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the earlier of the redemption date and the date of the finding of unsuitability or failure to comply, which may be less than 30 days following the notice of redemption if so requested or prescribed by the gaming authority.

We will not be responsible for any costs or expenses incurred by any such holder or beneficial owner in connection with its application for a license, qualification or finding of suitability.

Under Nevada and Mississippi law, we may not make a public offering of our securities without the prior approval of the applicable gaming commission if we intend to use the offering proceeds to construct, acquire or finance a gaming facility, or retire or extend existing obligations incurred for such purposes. On July 28, 2005, the Nevada Gaming Commission granted us prior approval to make offerings for a period of two years, subject to certain conditions. The Chairman of the Nevada Gaming Control Board may rescind this approval for good cause without prior notice upon the issuance of an interlocutory stop order. We received a similar three-year approval from the Mississippi Gaming Commission on May 18, 2006. The exchange offer will be made pursuant to these approvals. These prior approvals do

not constitute a finding, recommendation or approval by the Nevada Gaming Commission, the Nevada Gaming Control Board or the Mississippi Gaming Commission as to the accuracy or adequacy of this prospectus, or the investment merits of the notes. Any representation to the contrary is unlawful.

With respect to the notes, restrictions on the transfer of the equity securities of the corporate and registered Subsidiaries of MGM MIRAGE licensed or registered in Nevada, and agreements not to encumber such equity securities, in each case in respect of the notes, require the prior approval of the Chairman of the Nevada Gaming Control Board or Nevada Gaming Commission in order to be effective. On June 13, 2006, the Chairman of the Nevada Gaming Control Board approved the restrictions on transfers and agreements not to encumber the equity securities of the Nevada licensed or registered Subsidiaries. A waiver of similar approvals was obtained from the

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Mississippi Gaming Commission on May 18, 2006, with respect to restrictions and agreements not to encumber the equity securities of the corporate Subsidiaries of MGM MIRAGE licensed in Mississippi.

The Nevada Gaming Commission, the Michigan Gaming Control Board, the New Jersey Casino Control Commission, the Mississippi Gaming Commission, and the Illinois Gaming Board, may also, among other things, limit, condition, suspend or revoke a gaming license or approval to own the stock or joint venture interests of any of our operations in such licensing authority's jurisdiction, for any cause deemed reasonable by such licensing authority. Substantial fines or forfeiture of assets for violations of gaming laws or regulations may be levied against us, such subsidiaries and joint ventures and the persons involved. The suspension or revocation of any of our gaming licenses or the levy on us of substantial fines or forfeiture of assets could have a material adverse effect on our business.

To date, we have obtained all gaming licenses necessary for the operation of our gaming activities. Gaming licenses and related approvals, however, are deemed to be privileges under the laws of the jurisdictions in which we conduct gaming activities, and no assurances can be given that any new gaming licenses that may be required in the future will be granted or that existing gaming licenses will not be revoked or suspended.

The foregoing is only a summary of the applicable regulatory requirements. For a more detailed description of the applicable regulatory requirements, including requirements under gaming laws and our certificate of incorporation, see Description of Regulation and Licensing filed as Exhibit 99 to our Annual Report on Form 10-K for the year ended December 31, 2005.

THE EXCHANGE OFFER

Purpose and Effect

We sold the old notes to certain initial purchasers in a private offering on September 9, 2005, as part of an offering to sell \$375 million principal amount of 6.625% senior notes due 2015. The initial purchasers then resold such notes under an offering memorandum dated August 25, 2005 in reliance on Rule 144A and Regulation S under the Securities Act. On October 17, 2005, we offered to exchange \$375 million 6.625% registered senior notes due 2015 for the \$375 million 6.625% private senior notes due 2015, pursuant to a registration statement filed with the SEC on Form S-4 (the 2005 exchange offer). Upon the expiration of the 2005 exchange offer, the old notes, representing \$2.1 million aggregate principal amount, remained untendered and were not exchanged for registered notes. We have consented to exchange the old notes for the new notes upon the terms and conditions set forth herein.

If you participate in the exchange offer, you will, with limited exceptions, receive new notes that are freely tradeable and not subject to restrictions on transfer. You should read this prospectus under the heading Resales of the New Notes for more information relating to your ability to transfer new notes.

The exchange offer is not being made to, nor will we accept tenders for exchange from, holders of old notes in any jurisdiction in which the exchange offer or the acceptance of the exchange offer would not be in compliance with the securities laws or blue sky laws of such jurisdiction.

Expiration Date; Extensions

The expiration date of the exchange offer is [], 2006 at 5:00 p.m., New York City time. We may extend the exchange offer in our sole discretion. If we extend the exchange offer, the expiration date will be the latest date and time to which the exchange offer is extended. We will notify the exchange agent of any extension by oral or written notice and will make a public announcement of the extension no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

We expressly reserve the right, in our sole and absolute discretion:

to delay accepting any old notes;

to extend the exchange offer;

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if any of the conditions under **Conditions of the Exchange Offer** have not been satisfied, to terminate the exchange offer; and

to waive any condition or otherwise amend the terms of the exchange offer in any manner.

If the exchange offer is amended in a manner we deem to constitute a material change, we will promptly disclose the amendment to the registered holders of the old notes. Any delay in acceptance, extension, termination or amendment will be followed promptly by an oral or written notice of the event to the exchange agent. We will also make a public announcement of the event. Without limiting the manner in which we may choose to make any public announcement and subject to applicable law, we have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a release to a national news service.

Terms of the Exchange Offer

We are offering, upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal, to exchange \$1,000 in principal amount of new notes for each \$1,000 in principal amount of outstanding old notes. We will accept for exchange any and all old notes that are validly tendered on or before 5:00 p.m., New York City time, on the expiration date. Tenders of the old notes may be withdrawn at any time before 5:00 p.m., New York City time, on the expiration date. The exchange offer is not conditioned upon any minimum principal amount of old notes being tendered for exchange. However, the exchange offer is subject to the satisfaction of the conditions described under **Conditions of the Exchange Offer**. Old notes may be tendered only in multiples of \$1,000. Holders may tender less than the aggregate principal amount represented by their old notes if they appropriately indicate this fact on the letter of transmittal accompanying the tendered old notes or indicate this fact pursuant to the procedures for book-entry transfer described below.

As of the date of this prospectus, \$2.1 million in aggregate principal amount of the old notes were outstanding. Solely for reasons of administration, we have fixed the close of business on [], 2006 as the record date for purposes of determining the persons to whom this prospectus and the letter of transmittal will be mailed initially. Only a holder of the old notes (or such holder's legal representative or attorney-in-fact) whose ownership is reflected in the records of U.S. Bank National Association, as registrar, or whose old notes are held of record by the depositary, may participate in the exchange offer. There will be no fixed record date for determining the eligible holders of the old notes who are entitled to participate in the exchange offer. We believe that, as of the date of this prospectus, no holder is our affiliate (as defined in Rule 405 under the Securities Act).

We will be deemed to have accepted validly tendered old notes when, as and if we give oral or written notice of our acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders of old notes and for purposes of receiving the new notes from us. If any tendered old notes are not accepted for exchange because of an invalid tender or otherwise, certificates for the unaccepted old notes will be returned, without expense, to the tendering holder as promptly as practicable after the expiration date.

Holders of old notes do not have appraisal or dissenters' rights under applicable law or the indenture as a result of the exchange offer.

Holders who tender their old notes in the exchange offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of old notes pursuant to the exchange offer. We will pay all charges and expenses, other than transfer taxes in certain circumstances, in connection with the exchange offer. See **Fees and Expenses**.

Neither our company nor our board of directors makes any recommendation to holders of old notes as to whether to tender any of their old notes pursuant to the exchange offer. In addition, no one has been authorized to make any such recommendation. Holders of old notes must make their own decision whether to participate in the exchange offer and, if the holder chooses to participate in the exchange offer, the aggregate principal amount of old notes to tender, after reading carefully this prospectus and the letter of transmittal and consulting with their advisors, if any, based on their own financial position and requirements.

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Conditions of the Exchange Offer

You must tender your old notes in accordance with the requirements of this prospectus and the letter of transmittal in order to participate in the exchange offer.

Notwithstanding any other provision of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange any old notes, and we may terminate or amend the exchange offer if we are not permitted to effect the exchange offer under applicable law or any interpretation of applicable law by the staff of the SEC. If we determine in our sole discretion that any of these events or conditions has occurred, we may, subject to applicable law:

terminate the exchange offer and return all old notes tendered for exchange; or

waive any condition or amend the terms of the exchange offer.

We expect that the above conditions will be satisfied. The above conditions are for our sole benefit and may be waived by us at any time in our sole discretion. Our failure at any time to exercise any of the above rights will not be a waiver of those rights and each right will be deemed an ongoing right that may be asserted at any time. Any determination by us concerning the events described above will be final and binding upon all parties.

The exchange offer is not conditioned upon any minimum aggregate principal amount of old notes being tendered in the exchange offer.

Interest

Each new note will bear interest from the most recent date to which interest has been paid or duly provided for on the old note surrendered in exchange for such new note or, if no interest has been paid or duly provided for on such old note, from April, 2006. Holders of the old notes whose old notes are accepted for exchange will not receive accrued interest on their old notes for any period from and after the last interest payment date to which interest has been paid or duly provided for on their old notes prior to the original issue date of the new notes or, if no such interest has been paid or duly provided for, will not receive any accrued interest on their old notes, and will be deemed to have waived the right to receive any interest on their old notes accrued from and after such interest payment date or, if no such interest has been paid or duly provided for, from and after June 20, 2005.

Procedures for Tendering Old Notes

The tender of a holder's old notes and our acceptance of old notes will constitute a binding agreement between the tendering holder and us upon the terms and conditions of this prospectus and the letter of transmittal. Unless a holder tenders old notes according to the guaranteed delivery procedures or the book-entry procedures described below, the holder must transmit the old notes, together with a properly completed and executed letter of transmittal and all other documents required by the letter of transmittal, to the exchange agent at its address before 5:00 p.m., New York City time, on the expiration date. The method of delivery of old notes, letters of transmittal and all other required documents is at the election and risk of the tendering holder. If delivery is by mail, we recommend delivery by registered mail, properly insured, with return receipt requested. Instead of delivery of mail, we recommend that each holder use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery.

Any beneficial owner of the old notes whose old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender old notes in the exchange offer should contact that

registered holder promptly and instruct that registered holder to tender on its behalf. If the beneficial owner wishes to tender directly, it must, prior to completing and executing the letter of transmittal and tendering old notes, make appropriate arrangements to register ownership of the old notes in its name or obtain a properly completed bond power from the registered holder. Beneficial owners should be aware that the transfer of registered ownership may take considerable time.

Any financial institution that is a participant in DTC's Book-Entry Transfer Facility system may make book-entry delivery of the old notes by causing DTC to transfer the old notes into the exchange agent's account in accordance with DTC's procedures for such transfer. To be timely, book-entry delivery of old notes requires receipt

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of a confirmation of a book-entry transfer before the expiration date. Although delivery of the old notes may be effected through book-entry transfer into the exchange agent's account at DTC, the letter of transmittal, properly completed and executed, with any required signature guarantees and any other required documents or an agent's message (as described below), must in any case be delivered to and received by the exchange agent at its address on or before the expiration date, or the guaranteed delivery procedure set forth below must be complied with.

DTC has confirmed that the exchange offer is eligible for DTC's Automated Tender Offer Program. Accordingly, participants in DTC's Automated Tender Offer Program may, instead of physically completing and signing the applicable letter of transmittal and delivering it to the exchange agent, electronically transmit their acceptance of the exchange offer by causing DTC to transfer old notes to the exchange agent in accordance with DTC's Automated Tender Offer Program procedures for transfer. DTC will then send an agent's message to the exchange agent.

The term "agent's message" means a message transmitted by DTC, received by the exchange agent and forming part of the book-entry confirmation, which states:

that DTC has received an express acknowledgment from a participant in DTC's Automated Tender Offer Program that is tendering old notes that are the subject of such book-entry confirmation;

that the participant has received and agrees to be bound by the terms of the applicable letter of transmittal (or in the case of an agent's message relating to guaranteed delivery, that the participant has received and agrees to be bound by the applicable notice of guaranteed delivery); and

that we may enforce such agreement against that participant.

Each signature on a letter of transmittal or a notice of withdrawal must be guaranteed unless the old notes are tendered:

by a registered holder who has not completed the box entitled "Special Delivery Instructions"; or

for the account of an eligible institution (as described below).

If a signature on a letter of transmittal or a notice of withdrawal is required to be guaranteed, the signature must be guaranteed by a participant in a recognized Medallion Signature Program (a "Medallion Signature Guarantor"). If the letter of transmittal is signed by a person other than the registered holder of the old notes, the old notes surrendered for exchange must be endorsed by the registered holder, with the signature guaranteed by a Medallion Signature Guarantor. If any letter of transmittal, endorsement, bond power, power of attorney or any other document required by the letter of transmittal is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should sign in that capacity when signing. Such person must submit to us evidence satisfactory, in our sole discretion, of his or her authority to so act unless we waive such requirement.

As used in this prospectus with respect to the old notes, a "registered holder" is any person in whose name the old notes are registered on the books of the registrar. An "eligible institution" is a firm that is a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or any other "eligible guarantor institution" as such term is defined in Rule 17Ad-15 under the Exchange Act.

We will determine in our sole discretion all questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of old notes tendered for exchange. Our determination will be final and binding. We

reserve the absolute right to reject old notes not properly tendered and to reject any old notes if acceptance might, in our judgment or our counsel's judgment, be unlawful. We also reserve the absolute right to waive any defects or irregularities or conditions of the exchange offer as to particular old notes at any time, including the right to waive the ineligibility of any holder who seeks to tender old notes in the exchange offer.

Our interpretation of the terms and conditions of the exchange offer, including the letter of transmittal and its instructions, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of old notes for exchange must be cured within such period of time as we determine. Neither our company nor the exchange agent is under any duty to give notification of defects in such tenders or will incur any liability for

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failure to give such notification. The exchange agent will use reasonable efforts to give notification of defects or irregularities with respect to tenders of old notes for exchange but will not incur any liability for failure to give such notification. Tenders of old notes will not be deemed to have been made until such irregularities have been cured or waived.

By tendering, you will represent to us that, among other things:

you are not our affiliate (as defined in Rule 405 under the Securities Act);

you will acquire the new notes in the ordinary course of your business;

you are not a broker-dealer that acquired your old notes directly from us in order to resell them pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act;

if you are a broker-dealer that acquired your new notes as a result of market-making or other trading activities, you will deliver a prospectus in connection with any resale of new notes; and

you are not participating, do not intend to participate and have no arrangement or understanding with any person to participate in the distribution of the new notes.

In connection with a book-entry transfer, each participant will confirm that it makes the representations and warranties contained in the letter of transmittal.

Guaranteed Delivery Procedures

If you wish to tender your old notes and:

your old notes are not immediately available;

you are unable to deliver on time your old notes or any other document that you are required to deliver to the exchange agent; or

you cannot complete the procedures for delivery by book-entry transfer on time;

you may tender your old notes according to the guaranteed delivery procedures described in the letter of transmittal. Those procedures require that:

tender must be made by or through an eligible institution and a notice of guaranteed delivery must be signed by the holder;

on or before the expiration date, the exchange agent must receive from the holder and the eligible institution a properly completed and executed notice of guaranteed delivery by mail or hand delivery setting forth the name and address of the holder, the certificate or registration number or numbers of the tendered old notes and the principal amount of tendered old notes; and

properly completed and executed documents required by the letter of transmittal and the tendered old notes in proper form for transfer or confirmation of a book-entry transfer of such old notes into the exchange agent's account at DTC must be received by the exchange agent within four business days after the expiration date of the exchange offer.

Any holder who wishes to tender old notes pursuant to the guaranteed delivery procedures must ensure that the exchange agent receives the notice of guaranteed delivery and letter of transmittal relating to such old notes before 5:00 p.m., New York City time, on the expiration date.

Acceptance of Old Notes for Exchange; Delivery of New Notes

Upon satisfaction or waiver of all the conditions to the exchange offer, we will accept old notes that are properly tendered in the exchange offer prior to 5:00 p.m., New York City time, on the expiration date. The new notes will be delivered promptly after acceptance of the old notes. For purposes of the exchange offer, we will be deemed to have accepted validly tendered old notes when, as and if we have given notice to the exchange agent.

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Withdrawal Rights

Tenders of the old notes may be withdrawn by delivery of a written or facsimile transmission notice to the exchange agent at its address set forth under **The Exchange Agent; Assistance** at any time before 5:00 p.m., New York City time, on the expiration date. Any such notice of withdrawal must:

specify the name of the person having deposited the old notes to be withdrawn;

identify the old notes to be withdrawn, including the certificate number or numbers and principal amount of such old notes, or, in the case of old notes transferred by book-entry transfer, the name and number of the account at DTC to be credited;

be signed by the holder in the same manner as the original signature on the letter of transmittal by which old notes were tendered, including any required signature guarantees, or be accompanied by a bond power in the name of the person withdrawing the tender, in satisfactory form as determined by us in our sole discretion, executed by the registered holder, with the signature guaranteed by a Medallion Signature Guarantor, together with the other documents required upon transfer by the indenture; and

specify the name in which the old notes are to be re-registered, if different from the person who deposited the old notes.

All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by us, in our sole discretion. Any old notes withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer and will be returned to the holder without cost as soon as practicable after withdrawal. Properly withdrawn old notes may be retendered pursuant to the procedures described under **Procedures for Tendering Old Notes** at any time on or before the expiration date.

The Exchange Agent; Assistance

U.S. Bank National Association is the exchange agent. All tendered old notes, executed letters of transmittal and other related documents should be directed to the exchange agent. Questions and requests for assistance and requests for additional copies of the prospectus, the letter of transmittal and other related documents should be addressed to the exchange agent as follows:

By Regular, Registered or Certified Mail, By Overnight Courier or By Hand:

U.S. Bank National Association
Attn: Specialized Finance
60 Livingston Avenue
St. Paul, MN 55107-2292

To Confirm by Telephone or for Information:

(800) 934-6802

Fees and Expenses

We will bear the expenses of soliciting old notes for exchange. The principal solicitation is being made by mail by the exchange agent. Additional solicitation may be made by telephone, facsimile or in person by officers and regular

employees of our company and our affiliates and by persons so engaged by the exchange agent.

We will pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its reasonable out-of-pocket expenses in connection with its services and pay other registration expenses, including fees and expenses of the trustee under the indenture, filing fees, blue sky fees and printing and distribution expenses.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to brokers, dealers or others soliciting acceptance of the exchange offer.

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We will pay all transfer taxes, if any, applicable to the exchange of old notes pursuant to the exchange offer. If, however, a transfer tax is imposed for any reason other than the exchange of old notes pursuant to the exchange offer, then the amount of those transfer taxes, whether imposed on the registered holder or any other persons, will be payable by the tendering holder. If satisfactory evidence of payment of those taxes or exemption is not submitted with the letter of transmittal, the amount of those transfer taxes will be billed directly to such tendering holder.

Consequences of Not Exchanging Old Notes

Any holder who does not exchange its old notes for new notes will continue to hold the untendered old notes and will be entitled to all the rights and subject to all the limitations applicable under the indenture by which the old notes were issued, except to the extent that such rights or limitations, by their terms, terminate or cease to have further effectiveness as a result of the exchange offer. Any old notes that are not exchanged for new notes pursuant to the exchange offer will remain restricted securities within the meaning of the Securities Act. In general, such old notes may be resold only:

to the company or any of our subsidiaries;

inside the United States to a qualified institutional buyer in compliance with Rule 144A under the Securities Act;

inside the United States to an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or an accredited investor that, prior to such transfer, furnishes or has furnished on its behalf by a U.S. broker-dealer to the trustee under the indenture a signed letter containing certain representations and agreements relating to the restrictions on transfer of the new notes, the form of which letter can be obtained from the trustee;

outside the United States in compliance with Rule 904 under the Securities Act;

pursuant to the exemption from registration provided by Rule 144A under the Securities Act, if available; or

pursuant to an effective registration statement under the Securities Act.

Resales of the New Notes

We are making the exchange offer in reliance on the position of the staff of the SEC as set forth in interpretive letters addressed to third parties in other transactions. However, we have not sought our own interpretive letter. Although there has been no indication of any change in the staff's position, we cannot assure you that the staff of the SEC would make a similar determination with respect to the exchange offer as it has in its interpretive letters to third parties. Based on these interpretations by the staff, and except as provided below, we believe that new notes may be offered for resale, resold and otherwise transferred by a holder who participates in the exchange offer and is not a broker-dealer without further compliance with the registration and prospectus delivery provisions of the Securities Act. In order to receive new notes that are freely tradeable, a holder must acquire the new notes in the ordinary course of its business and may not participate, or have any arrangement or understanding with any person to participate, in the distribution (within the meaning of the Securities Act) of the new notes. Holders wishing to participate in the exchange offer must make the representations described in Procedures for Tendering Old Notes above.

Any holder of old notes:

who is our affiliate (as defined in Rule 405 under the Securities Act);

who did not acquire the new notes in the ordinary course of its business;

who is a broker-dealer that purchased old notes from us to resell them pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act; or

who intends to participate in the exchange offer for the purpose of distributing (within the meaning of the Securities Act) new notes;

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will be subject to separate restrictions. Each holder in any of the above categories:

will not be able to rely on the interpretations of the Securities Act by the staff in the above-mentioned interpretive letters;

will not be permitted or entitled to tender old notes in the exchange offer; and

must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or other transfer of old notes, unless such sale is made pursuant to an exemption from such requirements.

If you are a broker-dealer, an affiliate of ours, or have an arrangement or understanding with any person to participate in, a distribution of the new notes issued in the exchange offer, you cannot rely on the position of the staff of the SEC contained in the no-action letters mentioned above and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction, unless an exemption from registration is otherwise available.

Each broker-dealer that receives new notes for its own account in exchange for old notes, which the broker-dealer acquired as a result of market-making activities or other trading activities, may be deemed an underwriter within the meaning of the Securities Act and must, therefore, deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the new notes. Each such broker-dealer that receives new notes for its own account in exchange for old notes, where the broker-dealer acquired the old notes as a result of market-making activities or other trading activities, must acknowledge, as provided in the letter of transmittal, that it will deliver a prospectus in connection with any resale of such new notes. For more detailed information, see Plan of Distribution.

In addition, to comply with the securities laws of various jurisdictions, if applicable, the new notes may not be offered or sold unless they have been registered or qualified for sale in the jurisdiction or an exemption from registration or qualification is available and is complied with. We have agreed, pursuant to the registration rights agreement and subject to specified limitations therein, to register or qualify the new notes for offer or sale under the securities or blue sky laws of the jurisdictions as any holder of the new notes reasonably requests.

DESCRIPTION OF LONG-TERM DEBT

We have available to us a \$7.0 billion senior credit facility, as amended and restated on November 22, 2004 and effective as of April 25, 2005, consisting of a \$5.5 billion senior revolving credit facility and \$1.5 billion senior term loan facility, in each case, maturing on April 25, 2010. We are able to reborrow amounts we have borrowed and subsequently repaid under the revolving credit facility. The credit facility is available to refinance our existing debt, to finance capital improvements at our properties and for working capital, acquisitions, investments in qualified investments and repurchases of our own common stock. Interest on the credit facility is based on the bank reference rate plus an applicable margin ranging from 0.00% to 0.75% or LIBOR rate plus applicable margin ranging from 0.75% to 1.75%.

In addition to the senior credit facility, we also have outstanding the following notes issued by us in underwritten public offerings, with the aggregate principal amounts outstanding as of the date of this prospectus:

\$710 million of 9.75% senior subordinated notes due 2007;

\$1,050 million of 6% senior notes due 2009;

\$825 million of 8.50% senior notes due 2010;

\$400 million of 8.375% senior subordinated notes due 2011;

\$550 million of 6.75% senior notes due 2012;

\$525 million of 5.875% senior notes due 2014; and

\$875 million of 6.625% senior notes due 2015.

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Furthermore, we have the outstanding \$500 million in aggregate principal amount of 6.75% senior notes due 2013 and \$250 million in aggregate principal amount of 6.875% senior notes due 2016, all of which were issued in a private placement on April 5, 2006 and are the subject of an exchange offer to exchange registered notes for the private notes, commencing contemporaneously with the exchange offer that is the subject of this prospectus.

In connection with the acquisition of Mirage Resorts, Incorporated, all of the outstanding senior notes and debentures issued by Mirage became our obligations. The Mirage notes and debentures are in various tranches as follows, with the aggregate principal amounts outstanding as of the date of this prospectus:

\$244.5 million of 7.25% senior notes due 2006;

\$200 million of 6.75% senior notes due 2007;

\$180.4 million of 6.75% senior notes due 2008; and

\$100 million of 7.25% senior debentures due 2017.

In connection with the Merger, all of the outstanding senior notes and debentures and senior subordinated notes and debentures issued by Mandalay became our obligations. The Mandalay notes and debentures are in various tranches as follows, with the aggregate principal amounts outstanding as of the date of this prospectus:

\$492.2 million of 10.25% senior subordinated notes due 2007;

\$196.2 million of 9.50% senior notes due 2008;

\$226.3 million of 6.50% senior notes due 2009;

\$297.6 million of 9.375% senior subordinated notes due 2010;

\$132.4 million of 6.375% senior notes due 2011;

\$150 million of 7.625% senior subordinated debentures due 2013;

\$5.9 million of floating rate convertible senior debentures due 2033;

\$150 million of 7% debentures due 2036; and

\$4.3 million of 6.7% debentures due 2096.

We and each of our material subsidiaries (including Mandalay and Mirage but excluding MGM Grand Detroit, LLC, our foreign subsidiaries and their U.S. holding companies which have no other assets or operations, and other subsidiaries expressly excluded in the applicable indentures or loan documents) are directly liable for or unconditionally guarantee the credit facility, the senior notes, the senior subordinated notes, the Mirage notes, and the Mandalay notes. MGM Grand Detroit, LLC is a co-borrower under the credit facility and is obligated under the credit facility only to the extent that the proceeds of borrowings under such facility are made available to MGM Grand Detroit, LLC.

Our long-term debt obligations contain certain customary covenants. We are required under the Credit Facility to maintain a maximum leverage ratio (as defined in the loan agreement for the credit facility), a maximum senior leverage ratio (as defined in the loan agreement for the credit facility) and a minimum interest coverage ratio (as defined in the loan agreement for the credit facility).

DESCRIPTION OF THE NEW NOTES

You can find the definitions of certain terms used in this description under the subheading Certain Definitions. In this description, the words MGM MIRAGE, we, us and our refer only to the single corporation MGM MIRAGE, a Delaware corporation, and not to any of its Subsidiaries.

MGM MIRAGE will issue the 6.625% senior notes due July 15, 2015, which we refer to as the new notes, under an indenture (the indenture), dated June 20, 2005, among itself, the Subsidiary Guarantors (as defined below) and U.S. Bank National Association, as trustee (the Trustee). The indenture is the same indenture under which the old notes were issued. The terms of the new notes include those provisions contained in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939.

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The following description is a summary of the material provisions of the indenture. This summary does not restate the indenture in its entirety. We urge you to read the indenture because the indenture, and not this description, defines your rights as a holder of the new notes. Copies of the indenture may be obtained from MGM MIRAGE.

Ranking

The new notes will be:

senior obligations of MGM MIRAGE that will be equal in right of payment to all other senior Indebtedness of MGM MIRAGE from time to time outstanding;

senior in right of payment to the \$710 million 9.75% senior subordinated notes due 2007 of MGM MIRAGE and the \$400 million 8.375% senior subordinated notes due 2011 of MGM MIRAGE, together referred to herein as the Subordinated Notes, and future Indebtedness that may be subordinated to the notes;

senior in right of payment to the \$492.2 million 10.25% Senior Subordinated Notes due 2007 of Mandalay Resort Group, the \$297.6 million 9.375% Senior Subordinated Notes due 2010 of Mandalay Resort Group and the \$150 million 7.625% Senior Subordinated Debentures due 2013 of Mandalay Resort Group, (such notes together referred to herein as the Subordinated Mandalay Notes), in each case, including the guarantees thereof by MGM MIRAGE;

guaranteed on a senior basis by each of the Subsidiaries of MGM MIRAGE other than Excluded Subsidiaries (see Subsidiary Guarantees below); and

effectively subordinated to all Indebtedness of Excluded Subsidiaries.

As of March 31, 2006, the Excluded Subsidiaries of MGM MIRAGE had no Indebtedness outstanding (excluding Indebtedness owed to MGM MIRAGE or any Subsidiary Guarantor).

The indenture does not contain any limitation on the amount of Indebtedness of MGM MIRAGE or its Subsidiaries, but limits liens securing Indebtedness of MGM MIRAGE and the Subsidiary Guarantors to 15% of Consolidated Net Tangible Assets (unless the new notes are secured equally and ratably with such other Indebtedness and subject to other customary exceptions; see Additional Covenants of MGM MIRAGE Limitation on Liens below).

Except as described under Merger, Consolidation or Sale of Assets or Additional Covenants of MGM MIRAGE below, the indenture does not contain any provisions that would afford holders of the new notes protection in the event of (i) a highly leveraged or similar transaction involving MGM MIRAGE or any of its Subsidiaries, or (ii) a reorganization, restructuring, merger or similar transaction involving MGM MIRAGE or any of its Subsidiaries that may adversely affect the holders of the new notes. In addition, subject to the limitations set forth under Merger, Consolidation or Sale of Assets and Additional Covenants of MGM MIRAGE below, MGM MIRAGE or any of its Subsidiaries may, in the future, enter into certain transactions that would increase the amount of Indebtedness of MGM MIRAGE or its Subsidiaries or substantially reduce or eliminate the assets of MGM MIRAGE or its Subsidiaries, which may have an adverse effect on MGM MIRAGE's ability to service its Indebtedness, including the new notes.

Principal, Maturity and Interest

The new notes will initially be \$875 million in aggregate principal amount (including those registered notes previously issued in the 2005 exchange offer). In addition, we may issue an unlimited amount of additional notes

under the indenture from time to time after this offering. We may create and issue additional notes with the same terms as the new notes so that the additional notes will form a single class with the new notes. MGM MIRAGE will issue the new notes in denominations of \$1,000 and integral multiples of \$1,000. The new notes will mature on July 15, 2015.

Interest on the notes will accrue at 6.625% per annum. Interest will be payable semiannually in arrears on January 15 and July 15 of each year until maturity, beginning January 15, 2006. Interest on the new notes will accrue from June 20, 2005 or, if interest has already been paid, from the date it was most recently paid. MGM MIRAGE

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will make each interest payment to the holders of record of the new notes on the immediately preceding January 1 and July 1. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Subsidiary Guarantees

MGM MIRAGE's payment Obligations under the new notes will be jointly and severally guaranteed (the Subsidiary Guarantees) by each of the Subsidiaries of MGM MIRAGE other than the Excluded Subsidiaries (the Subsidiary Guarantors). As of the issue date, the Subsidiary Guarantors will include, among others, MGM Grand Hotel, LLC (which owns the MGM Grand Las Vegas), Mirage Resorts, Incorporated (which indirectly owns, among other properties, Bellagio and The Mirage), New York-New York Hotel and Casino, LLC (which owns New York-New York), Treasure Island Corp. (which owns TI), MGM Grand Detroit, Inc. (which owns 97% of MGM Grand Detroit, LLC, which in turn owns the MGM Grand Detroit casino), Beau Rivage Resorts, Inc. (which owns the Beau Rivage resort in Biloxi, Mississippi), MAC, CORP. (which owns 50% of Marina District Development Holding Co., LLC, which in turn owns 100% of Marina District Development Company, LLC, the operator of Borgata), Mandalay Resort Group (which indirectly owns, among other properties, Mandalay Bay, Luxor and Excalibur) and Nevada Landing Partnership (which owns 50% of Grand Victoria). The Excluded Subsidiaries will include all non-U.S. Subsidiaries of MGM MIRAGE and such non-U.S. Subsidiaries' U.S. holding companies. The Excluded Subsidiaries also include MGM Grand Detroit, LLC and its Subsidiaries (including MGM Grand Detroit II, LLC), MGMM Insurance Company, Circus Circus Finance I, Circus Circus Finance II, Circus Circus New Jersey, Inc., Go Vegas, Gold Strike Resorts, Inc., Lakeview Gaming Partnerships Joint Venture, Mandalay Vacation Resorts, Inc., MBG Insurance, Inc., MGM MIRAGE Online, LLC, Pine Hills Development II, Revive Partners, LLC, M3 Nevada Insurance Company and other subsidiaries that may from time to time become Excluded Subsidiaries under the indenture (if, among other conditions, such other subsidiaries are not guarantors of our other Indebtedness and are not subject to any covenants in, or liens securing, the Credit Facility or the Existing Senior Notes). MGM Grand Detroit, LLC is a borrower under the Credit Facility but its obligations under the Credit Facility are limited to the amount of the proceeds of borrowings under the Credit Facility made available to MGM Grand Detroit, LLC. The Subsidiary Guarantee of each Subsidiary Guarantor will be (i) senior in right of payment to the guarantees of the Subordinated Notes by the Subsidiary Guarantor and the guarantees of the Subordinated Mandalay Notes by the Subsidiary Guarantor and future Indebtedness of the Subsidiary Guarantor that may be subordinated to the new notes and (ii) equal or senior in right of payment with all other existing and future Indebtedness of the Subsidiary Guarantor. The obligations of each Subsidiary Guarantor under its Subsidiary Guarantee will be limited so as not to constitute a fraudulent conveyance under applicable law.

In addition to the Subsidiary Guarantors named in the indenture, the indenture will provide that, except for Excluded Subsidiaries, any existing or future Subsidiary of MGM MIRAGE shall become a Subsidiary Guarantor if such Subsidiary incurs any Indebtedness or if and for so long as such Subsidiary provides a guarantee in respect of Indebtedness of MGM MIRAGE.

No Subsidiary Guarantor will be permitted to consolidate with or merge with or into (whether or not such Subsidiary Guarantor is the surviving Person) another corporation or other Person, whether or not affiliated with such Subsidiary Guarantor unless:

subject to the provisions of the following paragraph, the Person formed by or surviving any such consolidation or merger (if other than such Subsidiary Guarantor) assumes all the obligations of such Subsidiary Guarantor under the Subsidiary Guarantee and the indenture pursuant to a supplemental indenture in form and substance reasonably satisfactory to the trustee; and

immediately after giving effect to such transaction, no Default or Event of Default exists.

The indenture will provide that in the event of (a) a sale or other disposition of all of the assets of any Subsidiary Guarantor, by way of merger, consolidation or otherwise or (b) a sale or other disposition of all of the capital stock of any Subsidiary Guarantor, then the Subsidiary Guarantor (in the event of a sale or other disposition, by way of such a merger, consolidation or otherwise, of all of the capital stock of such Subsidiary Guarantor) or the corporation acquiring the property (in the event of a sale or other disposition of all of the assets of the Subsidiary Guarantor) will be released and relieved of any obligations under its Subsidiary Guarantee, except in the event of a sale or other disposition to MGM MIRAGE, any other Subsidiary Guarantor or any Affiliate thereof.

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Optional Redemption

The new notes are redeemable at our election, in whole or in part at any time at a redemption price equal to the greater of:

100% of the principal amount of the new notes then outstanding; or

as determined by an Independent Investment Banker, the sum of the present values of the remaining scheduled payments of principal and interest on the new notes to be redeemed (not including any portion of such payments of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus 50 basis points,

plus, in either of the above cases, accrued and unpaid interest to the date of redemption on the new notes to be redeemed.

Adjusted Treasury Rate means, with respect to any redemption date:

the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated H.15(519) or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption Treasury Constant Maturities, for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life (as defined below), yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or

if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

The Adjusted Treasury Rate shall be calculated on the third Business Day preceding the redemption date.

Comparable Treasury Issue means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such securities (Remaining Life).

Comparable Treasury Price means (1) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

Independent Investment Banker means one of the Reference Treasury Dealers appointed by us.

Reference Treasury Dealer means any primary U.S. Government securities dealer in New York City selected by us.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

We will mail a notice of redemption at least 30 days but not more than 60 days before the redemption date to each holder of new notes to be redeemed. If we elect to partially redeem the new notes, the trustee will select in a fair and appropriate manner the new notes to be redeemed.

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Unless we default in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the new notes or portion thereof called for redemption.

Mandatory Redemption

MGM MIRAGE will not be required to make any mandatory redemption or sinking fund payments in respect of the new notes.

Mandatory Disposition Pursuant to Gaming Laws

Each holder, by accepting a new note, shall be deemed to have agreed that if the gaming authority of any jurisdiction in which MGM MIRAGE or any of its Subsidiaries conducts or proposes to conduct gaming requires that a person who is a holder or the beneficial owner of notes be licensed, qualified or found suitable under applicable gaming laws, such holder or beneficial owner, as the case may be, shall apply for a license, qualification or a finding of suitability within the required time period. If such Person fails to apply or become licensed or qualified or is found unsuitable, MGM MIRAGE shall have the right, at its option:

to require such Person to dispose of its new notes or beneficial interest therein within 30 days of receipt of notice of MGM MIRAGE's election or such earlier date as may be requested or prescribed by such gaming authority; or

to redeem such new notes, which redemption may be less than 30 days following the notice of redemption if so requested or prescribed by the applicable gaming authority, at a redemption price equal to:

(1) the lesser of:

(a) the Person's cost, plus accrued and unpaid interest, if any, to the earlier of the redemption date or the date of the finding of unsuitability or failure to comply; and

(b) 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the earlier of the redemption date or the date of the finding of unsuitability or failure to comply; or

(2) such other amount as may be required by applicable law or order of the applicable gaming authority.

MGM MIRAGE shall notify the trustee in writing of any such disqualified holder status or redemption as soon as practicable. MGM MIRAGE shall not be responsible for any costs or expenses any holder of MGM MIRAGE notes may incur in connection with its application for a license, qualification or a finding of suitability.

Additional Covenants of MGM MIRAGE

Limitation on Liens

Other than as provided below under Exempted Liens and Sale and Lease-Back Transactions, neither MGM MIRAGE nor any of the Subsidiary Guarantors may issue, assume or guarantee any Indebtedness secured by a Lien upon any Principal Property or on any evidences of Indebtedness or shares of capital stock of, or other ownership interests in, any Subsidiaries (regardless of whether the Principal Property, Indebtedness, capital stock or ownership interests were acquired before or after the date of the indenture) without effectively providing that the new notes shall be secured equally and ratably with (or prior to) such Indebtedness so long as such Indebtedness shall be so secured, except that this restriction will not apply to:

(a) Liens existing on April 5, 2006;

(b) Liens affecting property of a corporation or other entity existing at the time it becomes a Subsidiary Guarantor or at the time it is merged into or consolidated with MGM MIRAGE or a Subsidiary Guarantor (provided that such Liens are not incurred in connection with, or in contemplation of, such entity becoming a Subsidiary Guarantor or such merger or consolidation and do not extend to or cover property of MGM MIRAGE or any Subsidiary Guarantor other than property of the entity so acquired or which becomes a Subsidiary Guarantor);

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(c) Liens (including purchase money Liens) existing at the time of acquisition thereof on property acquired after the date hereof or to secure Indebtedness Incurred prior to, at the time of, or within 24 months after the acquisition for the purpose of financing all or part of the purchase price of property acquired after the date hereof (provided that such Liens do not extend to or cover any property of MGM MIRAGE or any Subsidiary Guarantor other than the property so acquired);

(d) Liens on any property to secure all or part of the cost of improvements or construction thereon or Indebtedness Incurred to provide funds for such purpose in a principal amount not exceeding the cost of such improvements or construction;

(e) Liens which secure Indebtedness of a Subsidiary of MGM MIRAGE to MGM MIRAGE or to a Subsidiary Guarantor or which secure Indebtedness of MGM MIRAGE to a Subsidiary Guarantor;

(f) Liens on the stock, partnership or other equity interest of MGM MIRAGE or Subsidiary Guarantor in any Joint Venture or any Subsidiary that owns an equity interest in such Joint Venture to secure Indebtedness, provided the amount of such Indebtedness is contributed and/or advanced solely to such Joint Venture;

(g) Liens to government entities, including pollution control or industrial revenue bond financing;

(h) Liens required by any contract or statute in order to permit MGM MIRAGE or a Subsidiary of MGM MIRAGE to perform any contract or subcontract made by it with or at the request of a governmental entity;

(i) mechanic s, materialman s, carrier s or other like Liens, arising in the ordinary course of business;

(j) Liens for taxes or assessments and similar charges;

(k) zoning restrictions, easements, licenses, covenants, reservations, restrictions on the use of real property and certain other minor irregularities of title; and

(l) any extension, renewal, replacement or refinancing of any Indebtedness secured by a Lien permitted by any of the foregoing clauses (a) through (f).

Notwithstanding the foregoing,

(a) if any of the Existing Senior Notes are hereafter secured by any Liens on any of the assets of MGM MIRAGE or any Subsidiary Guarantor, then MGM MIRAGE and each Subsidiary Guarantor shall, substantially concurrently with the granting of any such Liens, subject to all necessary gaming regulatory approvals, grant perfected Liens in the same collateral to secure the new notes, equally, ratably and on a pari passu basis. The Liens granted pursuant to this provision shall be (i) granted concurrently with the granting of any such Liens, and (ii) granted pursuant to instruments, documents and agreements which are no less favorable to the trustee and the holders of the new notes than those granted to secure the Existing Senior Notes. In connection with the granting of any such Liens, MGM MIRAGE and each Subsidiary Guarantor shall provide to the trustee (y) policies of title insurance on customary terms and conditions, to the extent that policies of title insurance on the corresponding property are provided to the holders of the Existing Senior Notes or their trustee (and in an insured amount that bears the same proportion to the principal amount of the outstanding notes as the insured amount in the policies provided to the holders of the Existing Senior Notes bears to the aggregate outstanding amount thereof), and (z) legal opinions and other assurances as the trustee may reasonably request; and

(b) if MGM MIRAGE and the Subsidiary Guarantors become entitled to the release of any of such equal, ratable and pari passu Liens securing the Existing Senior Notes and guarantees related thereto (and any other notes or guarantees issued after the date of issuance of the notes), and provided that no default or event of default has then occurred and remains continuing, MGM MIRAGE and the Subsidiary Guarantors may in their sole discretion request that the collateral agent release any such Liens securing the new notes and the Existing Senior Notes, and in such circumstances the collateral agent shall so release such Liens.

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Limitation on Sale and Lease-Back Transactions

Other than as provided below under Exempted Liens and Sale and Lease-Back Transactions, neither MGM MIRAGE nor any Subsidiary Guarantor will enter into any Sale and Lease-Back Transaction unless either:

(i) MGM MIRAGE or such Subsidiary Guarantor would be entitled, pursuant to the provisions described in clauses (a) through (l) under Limitation on Liens above, to create, assume or suffer to exist a Lien on the property to be leased without equally and ratably securing the new notes; or

(ii) an amount equal to the greater of the net cash proceeds of such sale or the fair market value of such property (in the good faith opinion of MGM MIRAGE's board of directors) is applied within 120 days to the retirement or other discharge of its Funded Debt.

Exempted Liens and Sale and Lease-Back Transactions

Notwithstanding the restrictions set forth in Limitation on Liens and Limitation on Sale and Lease-Back Transactions above, MGM MIRAGE or any Subsidiary Guarantor may enter into Sale and Lease-Back Transactions not otherwise permitted as described above, provided that at the time of such event, and after giving effect thereto, the sum of outstanding Indebtedness secured by such Liens (not including Liens permitted under Limitation on Liens above) plus all Attributable Debt in respect of such Sale and Lease-Back Transactions entered into (not including Sale and Lease-Back Transactions permitted under Limitation on Sale and Lease-Back Transactions above), measured, in each case, at the time any such Lien is incurred or any such Sale and Lease-Back Transaction is entered into, by MGM MIRAGE and the Subsidiary Guarantors does not exceed 15% of Consolidated Net Tangible Assets, provided that the foregoing shall not apply to any Liens that may at any time secure any of the Existing Senior Notes.

Merger, Consolidation or Sale of Assets

Our indenture does not allow us to consolidate or merge with or into, or sell, assign, convey, transfer or lease our properties and assets, substantially in their entirety, as computed on a consolidated basis, to another corporation, person or entity unless:

either we are the surviving person, in the case of a merger or consolidation, or the successor or transferee is a corporation organized under the laws of the United States, or any state thereof or the District of Columbia and the successor or transferee corporation expressly assumes, by supplemental indenture, all of our obligations under the indenture, including under the notes; and

no default or event of default exists immediately after such transaction.

Additional Subsidiary Guarantees

In addition to the Subsidiary Guarantors named in the indenture on the closing date, the indenture will provide that any existing or future Subsidiary of MGM MIRAGE (other than an Excluded Subsidiary) shall become a Subsidiary Guarantor, on a senior basis, of MGM MIRAGE's payment Obligations under the new notes and the indenture, if such Subsidiary incurs any Indebtedness or if and for so long as such Subsidiary provides a guarantee in respect of any Indebtedness of MGM MIRAGE.

Events of Default

Events of default means any of the following:

default in the payment of any interest upon any new notes when it becomes due and payable, and continuance of such default for a period of 30 days;

default in the payment of principal of or premium, if any, on any new notes when due;

the acceleration of the maturity of any Indebtedness of MGM MIRAGE or any Subsidiary Guarantor (other than Non-recourse Indebtedness), at any one time, in an amount in excess of the greater of (a) \$25 million

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and (b) 5% of Consolidated Net Tangible Assets, if such acceleration is not annulled within 30 days after written notice as provided in the indenture;

entry of final judgments against MGM MIRAGE or any Subsidiary Guarantor which remain undischarged for a period of 60 days, provided that the aggregate of all such judgments exceeds \$25 million and judgments exceeding \$25 million remain undischarged for 60 days after notice as provided in the indenture;

default in the performance, or breach, of any covenants or warranties in the indenture if the default continues uncured for a period of 60 days after written notice to us by the trustee or to us and the trustee by the holders of at least 25% in principal amount of the outstanding notes (including new notes and old notes as a group) as provided in the indenture; and

certain events of bankruptcy, insolvency or reorganization.

If an event of default occurs and continues, then the trustee or the holders of not less than 25% in principal amount of the outstanding notes (including new notes and old notes as a group) may, by a notice in writing to us, and to the trustee if given by the holders, declare to be due and payable immediately the principal of the outstanding notes.

At any time after a declaration of acceleration with respect to old notes or new notes has been made, but before a judgment or decree for payment of the money due has been obtained by the trustee, the holders of a majority in principal amount of the outstanding notes (including new notes and old notes as a group) may, subject to our having paid or deposited with the trustee a sum sufficient to pay overdue interest and principal which has become due other than by acceleration and certain other conditions, rescind and annul such acceleration if all events of default, other than the non-payment of accelerated principal and premium, if any, with respect to the old notes or new notes, have been cured or waived as provided in the indenture. For information as to waiver of defaults see the discussion set forth below under Modification and Waiver.

The indenture provides that the trustee is not obligated to exercise any of its rights or powers under the indenture at the request of any holder of new notes, unless the trustee receives indemnity satisfactory to it against any loss, liability or expense. Subject to certain rights of the trustee and applicable law, the holders of a majority in principal amount of the outstanding notes (including new notes and old notes as a group) shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to such notes.

No holder of any new notes will have any right to institute any proceeding, judicial or otherwise with respect to the indenture or for the appointment of a receiver or trustee, or for any remedy under the indenture, unless such holder shall have previously given to the trustee written notice of a continuing event of default with respect to the new notes and the holders of at least 25% in principal amount of the outstanding notes (including new notes and old notes as a group) shall have made written request and offered reasonable indemnity to the trustee to institute such proceeding as trustee, and the trustee shall not have received from the holders of a majority in principal amount of the outstanding notes (including new notes and old notes as a group) direction inconsistent with such request and shall have failed to institute such proceeding within 60 days. However, the holder of any new notes will have an absolute and unconditional right to receive payment of the principal of, premium, if any, and any interest on such new notes on or after the due dates expressed in such new notes and to institute suit for the enforcement of any such payment.

We are required by the indenture, within 120 days after the end of each fiscal year, to furnish to the trustee a statement as to compliance with the indenture. The indenture provides that the trustee may withhold notice to the holders of notes of any default or event of default (except a default in payment on new notes) with respect to new notes if and so long as a committee of its trust officers, in good faith, determines that withholding such notice is in the interest of the

holders of new notes.

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Modification and Waiver

We and the trustee, at any time and from time to time, may modify the indenture without prior notice to or consent of any holder of the notes for any of the following purposes:

to permit a successor corporation to assume our covenants and obligations under the indenture and in the notes in accordance with the terms of the indenture;

to add to our covenants for the benefit of the holders of the new notes;

to surrender any of our rights or powers conferred in the indenture;

to add any additional events of default;

to supplement any of the provisions of the indenture to the extent needed to permit or facilitate the defeasance and discharge of the new notes in a manner that will not adversely affect the interests of the holders of the new notes in any material respect;

to provide for the acceptance of appointment by a successor trustee and to add to or change any of the provisions of the indenture as is necessary to provide for the administration of the trust by more than one trustee;

to comply with the requirements of the SEC in connection with qualification of the indenture under the Trust Indenture Act;

to cure any ambiguity;

to correct or supplement any provision in the indenture which may be defective or inconsistent with any other provision in the indenture;

to eliminate any conflict between the terms of the indenture and the new notes and the Trust Indenture Act; or

to make any other provisions with respect to matters or questions arising under the indenture which will not be inconsistent with any provision of the indenture as long as the new provisions do not adversely affect in any material respect the interests of the holders of the new notes.

We may also modify the indenture for any other purpose if we receive the written consent of the holders of not less than a majority in principal amount of the outstanding notes (including the new notes and old notes as a group). However, we may not, without the consent of the holder of each note effected thereby:

change the stated maturity or reduce the principal amount or the rate of interest, or extend the time for payment of interest of the new notes or any premium payable upon the redemption of the new notes, or impair the right to institute suit for the enforcement of any payment on or after the due date thereof (including, in the case of redemption, on or after the redemption date), or alter any redemption provisions in a manner adverse to the holders of the new notes or release any Subsidiary Guarantor under any Subsidiary Guarantee (except in accordance with the terms of the Indenture or the Subsidiary Guarantee) or collateral, if any, securing the new notes (except in accordance with the terms of the Indenture or the documents governing such collateral, if any);

reduce the percentage in principal amount of the new notes where the consent of the holder is required for any such amendment, supplemental indenture or waiver which is provided for in the indenture; or

modify any of the waiver provisions, except to increase any required percentage or to provide that certain other provisions of the indenture cannot be modified or waived without the consent of the holder of each outstanding new note which would be affected.

The indenture provides that the holders of not less than a majority in aggregate principal amount of the notes (including the new notes and old notes as a group), by notice to the trustee, may on behalf of the holders of the notes waive any default and its consequences under the indenture, except (1) a continuing default in the payment of interest on, premium, if any, or the principal of, any note held by a nonconsenting holder or (2) a default in respect of

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a covenant or provision hereof which cannot be modified or amended without the consent of the holder of each new note.

Defeasance of Notes or Certain Covenants in Certain Circumstances

Defeasance and Discharge. The indenture provides that we may be discharged from any and all obligations under the new notes other than:

certain obligations to pay additional amounts, if any, upon the occurrence of certain tax, assessment or governmental charge events regarding payments on the new notes;

to register the transfer or exchange of the new notes;

to replace stolen, lost or mutilated new notes; or

to maintain paying agencies and to hold money for payment in trust.

We may only defease and discharge all of our obligations under the new notes if:

we irrevocably deposit with the trustee, in trust, the amount, as certified by an officers certificate, of money and/or U.S. government obligations that, through the payment of interest and principal in respect thereof in accordance with their terms, will be sufficient to pay and discharge each installment of principal and premium, if any and any interest on, and any mandatory sinking fund payments in respect of, the new notes on the dates such payments are due; and

we deliver to the trustee an opinion of counsel or a ruling from the United States Internal Revenue Service, in either case to the effect that holders of the new notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such deposit, defeasance and discharge.

Defeasance of Certain Covenants. Upon compliance with certain conditions, we may omit to comply with certain restrictive covenants contained in the indenture. Any omission to comply with our obligations or covenants shall not constitute a default or event of default with respect to any new notes. In that event, you would lose the protection of these covenants, but would gain the protection of having money and/or U.S. government obligations set aside in trust to repay the new notes. We may only defease any covenants if, among other requirements:

we deposit with the trustee money and/or U.S. government obligations that, through the payment of interest and principal in respect to such obligations, in accordance with their terms, will provide money in an amount, as certified by an officers certificate, sufficient to pay principal, premium, if any, and any interest on and any mandatory sinking fund payments in respect of the new notes on the dates such payments are due; and

we deliver to the trustee an opinion of counsel or a ruling from the United States Internal Revenue Service to the effect that the holders of the new notes will not recognize income, gain or loss, for United States federal income tax purposes, as a result of the covenant defeasance.

Limited Liability of Certain Persons

The indenture provides that none of our past, present or future stockholders, incorporators, employees, officers or directors, or of any successor corporation or any of our affiliates shall have any personal liability in respect of our obligations under the indenture or the new notes by reason of his, her or its status as such stockholder, incorporator,

employee, officer or director.

Gaming Approvals

Restrictions on the transfer of the equity securities of the corporate and/or registered Subsidiaries of MGM MIRAGE licensed and/or registered in Nevada, and agreements not to encumber such equity securities, in each case in respect of the new notes, require the prior approval of the Chairman of the Nevada Gaming Control Board or of the Nevada Gaming Commission in order to be effective. On June 13, 2006, the Chairman of the Nevada Gaming Control Board approved the restrictions on transfers and agreements not to encumber the equity securities of the Nevada licensed or registered Subsidiaries. A waiver of similar approvals was obtained from the Mississippi

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Gaming Commission on May 18, 2006, with respect to the restrictions and agreements not to encumber the equity securities of the corporate Subsidiaries of MGM MIRAGE licensed in Mississippi. See Regulation and Licensing.

Compliance with Gaming Laws

Each holder of a new note, by accepting any new note, agrees to be bound by the requirements imposed on holders of debt securities of MGM MIRAGE by the gaming authority of any jurisdiction in which MGM MIRAGE or any of its Subsidiaries conducts or proposes to conduct gaming activities. For a description of the regulatory requirements applicable to MGM MIRAGE, see Regulation and Licensing herein.

Reports

So long as any new notes are outstanding, MGM MIRAGE will file with the trustee under the indenture the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 or Section 15(d) of the Exchange Act with respect to securities listed and registered on a national securities exchange as such rules and regulations may require.

Concerning the Trustee

If the trustee becomes a creditor of MGM MIRAGE, the indenture limits its right to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue or resign.

The holders of a majority in aggregate principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default shall occur and be continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of such notes, unless such holder shall have offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

Book-Entry; Delivery and Form

The new notes sold within the United States will initially be issued in the form of one or more global notes. The global notes will be deposited with, or on behalf of, The Depository Trust Company (DTC) and registered in the name of DTC or its nominee, which will be the global notes holder. Except as set forth below, the global notes may be transferred, in whole and not in part, only to DTC or another nominee of DTC. Investors may hold their beneficial interests in the global notes directly through DTC if they are participating organizations or participants in such system or indirectly through organizations that are participants in such system.

Depository Procedures

DTC has advised MGM MIRAGE that DTC is a limited-purpose trust company that was created to hold securities for its participants and to facilitate the clearance and settlement of transactions in such securities between participants through electronic book-entry changes in accounts of its participants. The participants include securities brokers and dealers, banks and trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies, which we refer to as indirect participants, that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Persons who are not participants may beneficially own securities held by or on behalf of DTC only through the participants or the indirect participants.

MGM MIRAGE expects that pursuant to procedures established by DTC:

(i) upon deposit of the global notes, DTC will credit the accounts of participants designated by the initial purchasers with portions of the principal amount of the global notes; and

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(ii) ownership of the new notes evidenced by the global notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the interests of the participants), the participants and the indirect participants.

Prospective purchasers are advised that the laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer new notes evidenced by the global notes will be limited to such extent.

So long as the global notes holder is the registered owner of any new notes, the global notes holder will be considered the sole holder under the indenture of any new notes evidenced by the global notes. Beneficial owners of new notes evidenced by the global notes will not be considered the owners or holders thereof under the indenture for any purpose, including with respect to the giving of any directions, instructions or approvals to the trustee thereunder. Neither MGM MIRAGE nor the trustee will have any responsibility or liability for any aspect of the records of DTC or for maintaining, supervising or reviewing any records of DTC relating to the new notes.

Payments in respect of the principal of, premium, if any, and interest on any new notes registered in the name of the global notes holder on the applicable record date will be payable by the trustee to or at the direction of the global notes holder in its capacity as the registered holder under the indenture. Under the terms of the indenture, MGM MIRAGE and the trustee may treat the persons in whose names new notes, including the global notes, are registered as the owners thereof for the purpose of receiving such payments. Consequently, neither MGM MIRAGE nor the trustee has or will have any responsibility or liability for the payment of such amounts to beneficial owners of new notes. MGM MIRAGE believes, however, that it is currently the policy of DTC to immediately credit the accounts of the relevant participants with such payments, in amounts proportionate to their respective holdings of beneficial interests in the relevant security as shown on the records of DTC. Payments by the participants and the indirect participants to the beneficial owners of new notes will be governed by standing instructions and customary practice and will be the responsibility of the participants or the indirect participants.

Investors may elect to hold their interests in the global notes outside the United States through the accounts maintained by Clearstream or Euroclear in DTC if they are participants in those systems, or indirectly through organizations which are participants in those systems. Clearstream and Euroclear will hold interests on behalf of their participants through customers' securities accounts in Clearstream's and Euroclear's names on the books of their respective depositaries which in turn will hold such positions in customers' accounts in the names of the nominees of the depositaries on the books of DTC. All securities in Clearstream or Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. Cross-market transfers between persons holding directly or indirectly through DTC participants on the one hand and Clearstream customers or Euroclear participants, on the other, will be effected in DTC in accordance with DTC's rules on behalf of the relevant European international clearing system by the U.S. depository for the system; however, those cross-market transactions will require delivery by the counterparty in the relevant European international clearing system of instructions to that system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to the U.S. depository for that system to take action to effect final settlement on its behalf by delivering or receiving interests in the global notes in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream customers and Euroclear participants may not deliver instructions directly to DTC. Because of the time-zone differences, credits of interests in the global notes received in Clearstream or Euroclear as a result of a transaction with a DTC participant will be made during subsequent securities settlement processing and will be credited the business day following the DTC settlement date. Those credits or any transactions in the global notes settled during that processing will be reported to the relevant Clearstream customers or Euroclear participants on that business day. Cash received in Clearstream or Euroclear as a result of sales of interests in global notes by or through a Clearstream customer or a Euroclear participant to a DTC participant will be received

with value on the DTC settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the business day following the settlement in DTC.

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The information in this section concerning DTC and its book-entry system and concerning Clearstream and Euroclear and the European clearing system has been obtained from sources that we believe to be reliable, but we do not take responsibility for its accuracy.

Certificated Securities

Subject to certain conditions, any person having a beneficial interest in a global note may, upon request to the trustee, exchange such beneficial interest for new notes in the form of certificated securities. Upon any such issuance, the trustee is required to register such certificated securities in the name of, and cause the same to be delivered to, such person or persons (or the nominee of any thereof). In addition, if:

- (i) MGM MIRAGE notifies the trustee in writing that DTC is no longer willing or able to act as a depository and MGM MIRAGE is unable to locate a qualified successor within 90 days; or
- (ii) MGM MIRAGE, at its option, notifies the trustee in writing that it elects to cause the issuance of new notes in the form of certificated securities under the indenture, then, upon surrender by the global notes holder of its global notes, new notes in such form will be issued to each person that the global notes holder and DTC identify as being the beneficial owner of the related new notes.

Neither MGM MIRAGE nor the trustee will be liable for any delay by the global notes holder or DTC in identifying the beneficial owners of new notes and MGM MIRAGE and the trustee may conclusively rely on, and will be protected in relying on, instructions from the global notes holder or DTC for all purposes.

Paying Agent and Registrar for the New Notes

The trustee will initially act as paying agent and registrar for the new notes. MGM MIRAGE may change the paying agent or registrar without prior notice to the holders of the new notes, and MGM MIRAGE or any of its Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange new notes in accordance with the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and MGM MIRAGE may require a holder to pay any taxes and fees required by law or permitted by the indenture. MGM MIRAGE is not required to transfer or exchange any note selected for redemption. Also, MGM MIRAGE is not required to transfer or exchange any note for a period of 15 days before a selection of new notes to be redeemed.

The registered holder of a new note will be treated as the owner of it for all purposes.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

Affiliate of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, control (including, with correlative meanings, the terms controlling, controlled by and under common control with) as used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by agreement or otherwise.

Attributable Debt with respect to any Sale and Lease-Back Transaction that is subject to the restrictions described under Additional Covenants of MGM MIRAGE Limitation on Sale and Lease-Back Transactions means the present value of the minimum rental payments called for during the terms of the lease (including any period for which such lease has been extended), determined in accordance with generally accepted accounting principles, discounted at a rate that, at the inception of the lease, the lessee would have incurred to borrow over a similar term the funds necessary to purchase the leased assets.

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Consolidated Net Tangible Assets means the total amount of assets (including investments in Joint Ventures) of MGM MIRAGE and its Subsidiaries (less applicable depreciation, amortization and other valuation reserves) after deducting therefrom (a) all current liabilities of MGM MIRAGE and its Subsidiaries (excluding (i) the current portion of long-term Indebtedness, (ii) intercompany liabilities and (iii) any liabilities which are by their terms renewable or extendible at the option of the obligor thereon to a time more than 12 months from the time as of which the amount thereof is being computed) and (b) all goodwill, trade names, trademarks, patents, unamortized debt discount and any other like intangibles, all as set forth on the consolidated balance sheet of MGM MIRAGE for the most recently completed fiscal quarter for which financial statements are available and computed in accordance with generally accepted accounting principles.

Credit Facility means the Fourth Amended and Restated Loan Agreement, dated as of November 22, 2004, among MGM MIRAGE, as Borrower and MGM Grand Detroit, LLC, as Co-Borrower, the Banks, Syndication Agent, Documentation Agents and Co-Documentation Agents therein named, and Bank of America, N.A., as Administrative Agent (and their successors and assigns from time to time party thereto), including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, in each case as amended, modified, renewed, extended, refunded, replaced or refinanced from time to time.

Excluded Subsidiary means MGM Grand Detroit, LLC and its Subsidiaries (including MGM Grand Detroit II, LLC), MGMM Insurance Company, Circus Circus Finance I, Circus Circus Finance II, Circus Circus New Jersey, Inc., Go Vegas, Gold Strike Resorts, Inc., Lakeview Gaming Partnerships Joint Venture, Mandalay Vacation Resorts, Inc., MBG Insurance, Inc., MGM MIRAGE Online, LLC, Pine Hills Development II, Revive Partners, LLC, M3 Nevada Insurance Company, other subsidiaries that may from time to time become Excluded Subsidiaries under the indenture (if, among other conditions, such other subsidiaries are not guarantors of our other indebtedness and are not subject to any covenants in, or liens securing, the Credit Facility or the Existing Senior Notes), and MGM MIRAGE's non-U.S. Subsidiaries whose only tangible assets are located in foreign nations and their U.S. holding companies, provided such holding companies have no other assets or operations and provided that, except for MGM Grand Detroit, LLC to the extent of any amounts of proceeds of borrowings under the Credit Facility made available to MGM Grand Detroit, LLC, if any Excluded Subsidiary becomes subject to the covenants in the Credit Facility applicable to the Subsidiary Guarantors or grants any Liens to secure the Credit Facility, or if any Excluded Subsidiary guarantees or grants any Liens to secure any of the Existing Senior Notes, such Excluded Subsidiary will thereafter not be an Excluded Subsidiary.

Existing Senior Notes means (i) MGM MIRAGE's 6% senior notes due 2009 in the original aggregate principal amount of \$1,050 million, (ii) MGM MIRAGE's 8.50% senior notes due 2010 in the original aggregate principal amount of \$850 million, (iii) MGM MIRAGE's 6.75% senior notes due 2012 in the original aggregate principal amount of \$550 million, (iv) MGM MIRAGE's 5.875% senior notes due 2014 in the original aggregate principal amount of \$525 million, (v) the Mandalay Senior Notes, and (vi) the Mirage Notes.

Funded Debt means all Indebtedness of MGM MIRAGE or any Subsidiary Guarantor which (i) matures by its terms on, or is renewable at the option of any obligor thereon to, a date more than one year after the date of original issuance of such Indebtedness and (ii) ranks at least pari passu with the notes or the applicable Subsidiary Guarantee.

Incur means, with respect to any Indebtedness, to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness; provided that the accrual of interest shall not be considered an Incurrence of Indebtedness.

Indebtedness of any Person means (i) any indebtedness of such Person, contingent or otherwise, in respect of borrowed money (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof), or evidenced by notes, bonds, debentures or similar instruments or letters of credit, or representing

the balance deferred and unpaid of the purchase price of any property, including any such indebtedness Incurred in connection with the acquisition by such Person or any of its Subsidiaries of any other business or entity, if and to the extent such indebtedness would appear as a liability upon a balance sheet of such Person prepared in accordance with generally accepted accounting principles, including for such purpose obligations under capital leases and (ii) any guarantee, endorsement (other than for collection or deposit in the ordinary course of business), discount

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with recourse, or any agreement (contingent or otherwise) to purchase, repurchase or otherwise acquire or to supply or advance funds with respect to, or to become liable with respect to (directly or indirectly) any indebtedness, obligation, liability or dividend of any Person, but shall not include indebtedness or amounts owed for compensation to employees, or for goods or materials purchased, or services utilized, in the ordinary course of business of such Person. For purposes of this definition of Indebtedness, a capitalized lease shall be deemed to mean a lease of real or personal property which, in accordance with generally accepted accounting principles, is required to be capitalized.

Joint Venture means any partnership, corporation or other entity, in which up to and including 50% of the partnership interests, outstanding voting stock or other equity interests is owned, directly or indirectly, by MGM MIRAGE and/or one or more of its Subsidiaries.

Lien means any mortgage, pledge, hypothecation, assignment, deposit, arrangement, encumbrance, security interest, lien (statutory or otherwise), or preference, priority or other security or similar agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing).

Mandalay Senior Notes means (i) Mandalay Resort Group's 6.375% Senior Notes due 2011 in the original aggregate principal amount of \$250 million; (ii) Mandalay Resort Group's 6.50% Senior Notes due 2009 in the original aggregate principal amount of \$250 million; (iii) Mandalay Resort Group's 9.50% Senior Notes due 2008 in the original aggregate principal amount of \$200 million; (iv) Mandalay Resort Group's Floating Rate Convertible Senior Debentures due 2033 in the aggregate principal amount of \$5.9 million; (v) Mandalay Resort Group's 7% Debentures due 2036 in the original aggregate principal amount of \$150 million; and (vi) Mandalay Resort Group's 6.7% Debentures due 2096 in the aggregate principal amount of \$4.3 million.

Mirage Notes means (i) Mirage Resorts, Incorporated's 7.25% notes due 2006 in the original aggregate principal amount of \$250 million, (ii) Mirage Resorts, Incorporated's 6.75% notes due 2007 in the original aggregate principal amount of \$200 million, (iii) Mirage Resorts, Incorporated's 6.75% notes due 2008 in the original aggregate principal amount of \$200 million, and (iv) Mirage Resorts, Incorporated's 7.25% debentures due 2017 in the original aggregate principal amount of \$100 million.

Non-recourse Indebtedness means Indebtedness the terms of which provide that the lender's claim for repayment of such Indebtedness is limited solely to a claim against the property which secures such Indebtedness.

Obligations means any principal, interest, premium, if any, penalties, fees, indemnifications, reimbursements, expenses, damages or other liabilities or amounts payable under the documentation governing or otherwise in respect of any Indebtedness.

Person means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, estate, unincorporated organization or government or any agency or political subdivision thereof or any other entity.

Principal Property means any real estate or other physical facility or depreciable asset or securities the net book value of which on the date of determination exceeds the greater of \$25 million and 2% of Consolidated Net Tangible Assets.

Sale and Lease-Back Transaction means any arrangement with a person (other than MGM MIRAGE or any of its Subsidiaries), or to which any such person is a party, providing for the leasing to MGM MIRAGE or any of its Subsidiaries for a period of more than three years of any Principal Property which has been or is to be sold or transferred by MGM MIRAGE or any of its Subsidiaries to such person, or to any other person (other than MGM MIRAGE or any of its Subsidiaries) to which funds have been or are to be advanced by such person on the security of

the leased property.

Subsidiary of any specified Person means any corporation, partnership or limited liability company of which at least a majority of the outstanding stock (or other equity interests) having by the terms thereof ordinary voting power for the election of directors (or the equivalent) of such Person (irrespective of whether or not at the time stock (or other equity interests) of any other class or classes of such Person shall have or might have voting

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power by reason of the happening of any contingency) is at the time directly or indirectly owned by such Person, or by one or more other Subsidiaries, or by such Person and one or more other Subsidiaries.

Treasury Securities mean any obligations issued or guaranteed by the United States government or any agency thereof.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following summary is a description of the material United States federal income tax consequences relating to the exchange for, and ownership and disposition of, the new notes to persons who receive such new notes from us in the exchange offer. The discussion is for general information only and does not consider all aspects of federal income taxation that may be relevant to the purchase, ownership and disposition of new notes by a holder in light of such holder's personal circumstances. In particular, this discussion does not address the federal income tax consequences of ownership of new notes by investors that do not hold new notes as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the Code), or the federal income tax consequences to holders subject to special treatment under the federal income tax laws, such as:

dealers in securities or foreign currency;

tax-exempt investors;

partnerships or other pass-through entities;

United States expatriates;

regulated investment companies, banks, thrifts, insurance companies or other financial institutions;

persons that hold the new notes as a position in a straddle or as part of a synthetic security or hedge, conversion transaction or other integrated investment;

persons that have a functional currency other than the U.S. dollar; or

except to the extent discussed under Non-U.S. Holders, beneficial owners of the new notes that are not U.S. holders.

Holders subject to the special circumstances described above may be subject to tax rules that differ significantly from those summarized below. As used in this discussion, you are a U.S. holder of a new note if you are a beneficial owner of new notes that is

a citizen or resident of the United States;

a corporation (or other entity treated as a corporation for United States federal income tax purposes) organized or created in the United States or under the laws of the United States or any political subdivision thereof;

an estate, the income of which is subject to federal income tax regardless of its source; or

a trust (i) with respect to which a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of the trust, or (ii) that has a valid election in place to be treated as a United States person.

The term "non-U.S. holder" means a beneficial owner of new notes that is not a U.S. holder. The treatment of a partner in a partnership (or other entity treated as a partnership for United States federal income tax purposes) that holds new notes generally will depend on the status of the partner and the activities of the partnership. Partners of partnerships considering the purchase of the new notes should consult their tax advisors.

This summary is based upon the Code, existing and proposed Treasury Regulations promulgated thereunder, administrative pronouncements and judicial decisions, all as in effect as of the date hereof, and all of which are subject to change, possibly on a retroactive basis, and any such change could affect the continuing validity of this discussion. This discussion does not address the effect of any applicable state, local or foreign tax laws.

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If you are considering the exchange for the new notes in the exchange offer, you should consult your own tax advisor regarding the application of United States federal income tax laws, as well as the laws of any state, local or foreign taxing jurisdiction, to your particular situation.

U.S. Holders

The discussion below assumes that the new notes will be treated as indebtedness for United States federal income tax purposes.

Stated Interest on the New Notes. Stated interest payable on the new notes should be includible in your gross income when accrued or received in accordance with your regular method of accounting for United States federal income tax purposes. We believe that stated interest on the new notes should represent adequate stated interest within the meaning of the original issue discount (OID) rules of the Code and thus should not be subject to the special imputation of interest rules for OID.

Exchange Offer. The exchange of an old note for an equal principal amount of a new note pursuant to the exchange offer should not constitute a taxable exchange for U.S. federal income tax purposes. Consequently, you should not recognize any gain or loss upon the receipt of a new note pursuant to the exchange offer and should be required to include interest on the new note in gross income for U.S. federal income tax purposes in the manner and to the extent described above. Your holding period for a new note will include the holding period for the old note exchanged in the exchange offer, and your initial basis in a new note will be the same as your adjusted basis in the old note as of the time of the exchange. The federal income tax consequences of holding and disposing of a new note generally should be the same as the federal income tax consequences of holding and disposing of an old note.

It is possible that the Internal Revenue Service (IRS) could assert that the additional interest payments we would be obligated to pay if we are not in compliance with certain of our obligations under the Registration Rights Agreement are contingent payments for federal income tax purposes. See *The Exchange Offer Purpose and Effect; Registration Rights*. If so treated, the old notes and/or new notes, as applicable, would be treated as contingent payment debt instruments, and the timing and amount of income inclusion and the character of income recognized may be different from the consequences discussed herein. However, the contingent payment debt regulations provide that, for purposes of determining whether a debt instrument is a contingent payment debt instrument, remote or incidental contingencies are ignored. We believe that the possibility of the payment of liquidated damages is remote and, accordingly, do not intend to treat the old notes or the new notes as contingent debt instruments. There can be no assurance, however, that the IRS will not successfully challenge this position.

Sale or Redemption of the New Notes. Upon the sale, redemption or retirement of a new note, you will recognize taxable gain or loss equal to the difference between the amount of cash or other property received (other than any amount attributable to accrued but unpaid interest, which will be taxable as such to the extent not already included in income) and your adjusted tax basis in the new note (subject to adjustment if the OID rules discussed above apply). Any gain or loss you recognize upon a sale or disposition of a new note generally will be capital gain or loss. This gain or loss will be long-term capital gain or loss if your holding period for the new note (including the holding period of the old note exchanged in the exchange offer) exceeds one year.

Non-U.S. Holders

Interest on the New Notes. Under present U.S. federal income tax law, and subject to the discussion below concerning backup withholding, the payment by us or our paying agent of principal or interest on a new note owned by a non-U.S. holder will not be subject to U.S. federal withholding tax, provided that:

you do not actually or constructively own 10% or more of the total combined voting power of all classes of our voting stock within the meaning of Section 871(h)(3) of the Code and the Treasury Regulations thereunder;

you are not a controlled foreign corporation that is related to us through stock ownership;

you are not a bank holding the notes as loans made in the ordinary course of business; and

you satisfy certain certification requirements (summarized below).

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In order to claim exemption from U.S. withholding tax on payments of interest on your new notes, current Treasury Regulations generally require that:

you (or your agent) must deliver to the withholding agent an IRS Form W-8BEN, signed by you or your agent on your behalf, claiming exemption from withholding or a reduced rate of withholding under an applicable tax treaty; or

if you hold your new notes through a securities clearing organization or certain other financial institutions, the organization or institution that holds your new notes must provide a signed statement to the withholding agent that is accompanied by an IRS Form W-8BEN provided by you to that same organization or institution.

Special rules apply to the certifications that must be provided by entities like partnerships, estates, trusts and intermediaries. You should consult your tax advisor regarding the application of the U.S. withholding tax rules to your particular circumstances.

In addition, interest on your new notes will not be subject to U.S. federal withholding tax, but will be subject to U.S. federal income tax, if:

you are engaged in the conduct of a trade or business in the United States;

interest income on your new notes is attributable to the conduct of your trade or business in the United States (and, if a permanent establishment clause in a tax treaty applies, is attributable to your permanent establishment in the United States); and

you have certified to the withholding agent (generally, we, or a financial institution acting as our agent, will be the withholding agent) on an IRS Form W-8ECI that you are exempt from withholding tax because the interest income on your new notes is effectively connected with the conduct of your trade or business in the United States (and, if a permanent establishment clause in a tax treaty applies, you have not claimed the benefit of such treaty to avoid having the interest be subject to U.S. federal income tax).

Sale of New Notes. If you sell or otherwise dispose of your new notes in a transaction that is treated as a sale or exchange for U.S. federal income tax purposes, you generally will not be subject to U.S. federal income tax on any gain you recognize on this transaction, unless:

the gain is effectively connected with the conduct of your U.S. trade or business in the United States, subject to an applicable treaty providing otherwise; or

you are an individual who holds your new notes as capital assets and are present in the U.S. for 183 days or more in the year in which you disposed of your new notes and certain other conditions are met.

Information Reporting and Backup Withholding

You may be subject under certain circumstances to backup withholding at a current rate of 28% (31% on payments made after 2010) with respect to payments on your new notes. Generally, backup withholding will apply only if:

you fail to provide your taxpayer identification number (TIN) (which for an individual is the individual's social security number) to the withholding agent, or, in the case of a non-U.S. holder, you fail to provide a required certification that you are not a United States person;

you provide an incorrect TIN;

you are notified by the IRS that you have failed to properly report payments of interest and dividends and the IRS has notified us that you are subject to backup withholding; or

you fail, under certain circumstances, to provide the withholding agent with a certified statement, signed under penalty of perjury, that the TIN you provided is your correct TIN and that you are not subject to backup withholding.

Certain taxpayers, including corporations, generally are exempt from backup withholding. In addition, payment of proceeds from a sale or other taxable disposition by a non-U.S. holder through a broker is not subject

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to backup withholding if the broker does not have certain connections with the United States as provided in the applicable Treasury Regulations. Backup withholding is not an additional tax. Any amount withheld from a payment to you under the backup withholding rules is allowable as a refund or credit against your U.S. federal income tax liability, provided that the required information is timely furnished to the IRS. You should consult your tax advisor regarding qualifications for exemption from backup withholding and the procedure for obtaining such an exemption.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE PARTICULAR U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF THE NOTES AND THE TAX CONSEQUENCES UNDER STATE, LOCAL, NON-U.S. AND OTHER U.S. FEDERAL TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN TAX LAWS.