

OP\HOTEL\

DRAFT OF JUNE 13, 2002
FOR DISCUSSION PURPOSES ONLY

SHARED TECHNOLOGY SERVICES DEVELOPMENT AGREEMENT

for

OVERLAND PARK CONVENTION CENTER

and

OVERLAND PARK CONVENTION CENTER HOTEL

By and Between

THE CITY OF
OVERLAND PARK, KANSAS

and the

OVERLAND PARK DEVELOPMENT CORPORATION

Dated as of June __, 2002

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SHARED TECHNOLOGY SERVICES DEVELOPMENT AGREEMENT

This Shared Technology Services Development Agreement (the "Agreement") is made and entered into as of June __, 2002, by and between the CITY OF OVERLAND PARK, KANSAS, a municipal corporation and city of the first class (the "City") and OVERLAND PARK DEVELOPMENT CORPORATION, a Kansas not-for-profit public benefit corporation formed by the City of Overland Park (the "Corporation"). City and Corporation are sometimes referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the City has fee simple title to certain real estate as described on Exhibit A attached hereto (the "Site"); and

WHEREAS, the Corporation is an instrumentality of the City within the meaning of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Corporation was formed for the specific and sole purpose to aid, assist and foster the planning, designing, development, supervision, construction, furnishing, equipping, management, operation and improvement of a convention center hotel in the City and to engage in such activities as may be necessary or advisable in connection therewith; and

WHEREAS, the City leased the Site to the Corporation, pursuant to a Ground Lease dated as of January 1, 2001 (the "Ground Lease") by and between the City and the Corporation, and

WHEREAS, pursuant to the Ground Lease, the City appointed the Corporation as its agent for the purpose of planning, designing, developing, supervising, constructing, furnishing, equipping and opening a convention center hotel (the "Hotel") to be located on the Site (together with the Site, the "Project," and upon completion of the Project, the "Hotel"); and

WHEREAS, the Corporation issued its \$62,535,000 First Tier Revenue Bonds, Series 2000A (Overland Park Convention Center Hotel Project) (the "Series 2000A Bonds"), its \$24,600,000 Second Tier Revenue Bonds, Series 2000B (Overland Park Convention Center Hotel Project) (the "Series 2000B Bonds" and together with the Series 2000A Bonds, the "Series 2000 Bonds"), and its \$5,000,991.15 Third Tier Subordinate Revenue Bonds, Series 2000C (Overland Park Convention Center Hotel Project) (the "Subordinate Series 2000C Bonds") to finance the Project, fund reserve funds and capitalized interest and pay costs of issuance; and

WHEREAS, the Series 2000 Bonds were issued pursuant to the terms of a Trust Indenture dated as of December 1, 2000 (the "Indenture"), by and between the Corporation

and Firststar Bank N.A. (now known as US Bank, N.A.), St. Louis, Missouri, as trustee (the "Trustee"); and

WHEREAS the Subordinate Series 2000C Bonds were issued pursuant to the terms of a Trust Indenture dated as of December 1, 2000 (the "Subordinate Indenture"), by and between the Corporation and Firststar Bank N.A.(now known as US Bank, N.A.), St. Louis, Missouri, as subordinate trustee (the "Subordinate Trustee"); and

WHEREAS, the Indenture provides for the issuance of Additional Bonds, Completion Bonds and Refunding Bonds, as defined therein; and

WHEREAS, the Series 2000 Bonds, the Additional Bonds, the Completion Bonds and the Refunding Bonds issued pursuant to the Indenture are herein collectively referred to as the "Bonds;" and

WHEREAS, the Subordinate Indenture provides for the issuance of Additional Subordinate Bonds, as defined therein; and

WHEREAS, the Subordinate Series 2000C Bonds and the Additional Subordinate Bonds issued pursuant to the Subordinate Indenture are herein collectively referred to as the "Subordinate Bonds;" and

WHEREAS, the Indenture and the Subordinate Indenture are herein collectively referred to as the "Indentures;" and

WHEREAS, the Corporation has retained Sheraton Operating Corporation (the "Hotel Operator") as the operator of the Hotel pursuant to the Hotel Operating Agreement dated as of December 1, 2000 (the "HOA"), by and between the Corporation and the Hotel Operator; and

WHEREAS, the Corporation has retained the Hotel Operator , as Pre-Opening Manager, to perform certain specified automation installation services with respect to the Hotel pursuant to the Automation Installation Agreement dated as of December 1, 2000 (the "Automation Agreement"); and

WHEREAS, concurrently with the construction of the Hotel, the City is constructing its Overland Park Convention Center (the "Convention Center") adjacent to the Hotel, on certain real estate as described on Exhibit B attached hereto (the "Convention Center Site"); and

WHEREAS, the City has retained Global Spectrum (the "Convention Center Operator") as the operator of the Convention Center pursuant to the Convention Center Operating Agreement dated as of November 20, 2001 (the "Convention Center Operating Agreement") by and between the City and the Convention Center Operator; and

WHEREAS, the City has retained Convention Center Operator, as Pre-Opening Convention Center Manager, to perform certain pre-opening services relating to the Convention Center pursuant to the Pre-Opening Services Agreement dated as of September 1, 2001 (the "Convention Center Pre-Opening Agreement") by and between the City and the Convention Center Operator; and

WHEREAS, the City and the Corporation have agreed that it is in the best interests of the Convention Center and the Hotel that these facilities share certain technology services (the "Shared Technology Services" as more fully defined herein) and that the City and the Corporation share the responsibility for development of these Shared Technology Services subject to and under the terms and conditions hereof; and

WHEREAS, the City proposes to enter into this Agreement with the Corporation to provide terms and conditions relating to the development of Shared Technology Services; and

WHEREAS, the City and the Corporation are also entering into the Shared Technology Services Operating Agreement dated as of June __, 2002 (the "Shared Technology Services Operating Agreement") to provide for the sharing of certain technology services and operation; and

WHEREAS, when in this Agreement and the Shared Technology Services Operating Agreement it is provided that a Party, or the "Hotel" or "Convention Center" will undertake any responsibility relating to Shared Technology Services, it is understood and agreed that such reference indicates that unless otherwise provided, the Hotel Operator or the Convention Center Operator, as applicable, will undertake such responsibility for the Party or for the "Hotel" or "Convention Center," as applicable; and

WHEREAS, the Corporation has entered into the Supplemental Hotel Automation Agreement dated as of June __, 2002 (the "Supplemental Hotel Automation Agreement") with the Hotel Operator pursuant to which the Hotel Operator has agreed to perform the services assigned to the Corporation, the Hotel and the Hotel Operator provided in this Agreement and the Shared Technology Services Operating Agreement on behalf of the Corporation, and the City has entered into the Supplemental Convention Center Automation Agreement dated as of June __, 2002 (the "Supplemental Convention Center Automation Agreement") pursuant to which the Convention Center Operator has agreed to perform the services assigned to the City, the Convention Center and the Convention Center Operator provided in this Agreement and the Shared Technology Services Operating Agreement on behalf of the City;

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. FUNDAMENTAL BUSINESS TERMS

1.1 Definitions. All capitalized terms used and defined in this Agreement shall have the meanings set forth on Exhibit C attached hereto and made a part hereof. All capitalized terms used without definition in this Agreement shall have the meanings assigned to such terms which are set forth in the document entitled "Master Definitions for Overland Park Development Corporation (Overland Park Convention Center Hotel Project) Revenue Bonds Series 2000", copies of the first and last pages of which are attached hereto identified as Exhibit D, with said document being incorporated herein by this reference.

1.2 Rules of Interpretation

1.2.1 Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

1.2.2 All references in this Shared Technology Services Development Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

1.3 Terms and Parties. The following are the basic terms on which this Agreement is based and the identity of the parties hereto.

1.3.1 Parties:

(a) City:

the CITY OF OVERLAND PARK, KANSAS,
a municipal corporation and city of the first class.

(i) City's notice address:

City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, Kansas 66212

Attn: City Clerk

with copies to:

McDowell, Rice, Smith & Gaar,
a Professional Corporation.
7100 College Blvd., Suite 200
Overland Park, Kansas 66210
Attn: Norman E. Gaar, Esq.
Fax 913.338.1033

(b) Corporation:

Overland Park Development Corporation,
a Kansas not-for-profit public benefit corporation

(i) Corporation's notice address:

c/o City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, Kansas 66212
Attn: City Clerk

with copies to:

McDowell, Rice, Smith & Gaar,
a Professional Corporation.
7100 College Blvd., Suite 200
Overland Park, Kansas 66210
Attn: Norman E. Gaar, Esq.
Fax 913.338.1033

(c) Hotel Operator:

(i) Hotel Operator's notice address:

c/o Starwood Hotels & Resorts Worldwide, Inc.
1111 Westchester Avenue
White Plains, New York 10604
Attn: General Counsel
Fax: 914.640.8260

(d) Convention Center Operator:

(i) Convention Center Operator's notice address:

Global Spectrum, LP
c/o Michael F. Sauers
5405 Cypress Center Drive #290
Tampa, Florida 33609

Philip I. Weinberg, Esquire
Comcast – Spectacor
3601 South Broad Street
Philadelphia , Pennsylvania 19148-5290

1.3.2 Opening Date: The date on which the Hotel and Convention Center are first opened for business to the general public is the Opening Date and is currently estimated to be December 1, 2002. The date set forth in the preceding sentence is an estimate only, and the Parties shall not be in breach of this Agreement if the Opening Date occurs after December 1, 2002.

1.3.3 Term: The period commencing on the date of approval of this Agreement by the Parties and expiring at the Opening Date or by the date of an agreement between the parties accepting the installed systems and subsystems, whichever is later. The Shared Technology Services Operating Agreement will automatically incorporate by reference the provisions of this Agreement upon acceptance of the installed systems and subsystems.

1.3.4 Extensions to Term: The Term of this Agreement may be extended upon the mutual consent of the Parties in writing.

2. PURPOSE OF SHARED TECHNOLOGY SERVICES

2.1 Purpose: The purpose of developing and providing Shared Technology Services is to provide a common communications infrastructure for both the Convention Center and the Hotel. It is anticipated that this arrangement will improve operational efficiency, provide the highest quality communications services to the patrons of both facilities, reduce the initial cost of access services and equipment and reduce overall operating and maintenance costs to the Parties.

2.2 Compatibility: The Shared Technology Services must be sufficiently compatible so as to be able to utilize the same telephone, Internet, CATV or other signal entering the facilities Convention Center and/or Hotel at their respective entrance

facilities. The Shared Technology Services must be sufficiently compatible to link meetings and other events taking place simultaneously in the Hotel and the Convention Center via telephone, Internet, CATV or other signal.

2.3 Severability Of Shared Services: Each of the Hotel and Convention Center is required to install the capacity necessary to receive and transmit telephone, Internet, CATV and other signals through independent connections from the street, so as to allow for the complete separation of these services at a future date. Each facility shall install independent cable infrastructures and facility interfaces, and shall provide access between the relevant Technology Service entrance or satellite facilities for establishing severable connections.

3. SHARED TECHNOLOGY SERVICE EQUIPMENT

3.1 Overview. This Article 3 sets forth an overview of the types of equipment and levels of service to be provided under this Agreement. A more detailed listing that specifies types of equipment and levels of services to be provided is included in Exhibit E. An estimated budget for the equipment to be initially installed is included in Exhibit F to this Agreement. The parties are required to procure, install, test, warranty, and otherwise make fully operational the equipment for which they are responsible in Exhibit E so as to achieve full operation of the Hotel and Convention Center on their respective opening dates regardless of the construction status or opening schedule of either facility.

3.2 Telephone Equipment. The following is a general overview of the types of equipment and levels of service expected to be provided hereunder, and is not intended to limit the Parties in the equipment ultimately selected.

3.2.1 Microprocessor-controlled digital switch with DS-1 interface, expansion cabinet; operator consoles, handsets, patch panels and cords. Switch shall be equipped with redundant processors and have an uninterruptible power source (UPS).

3.2.2 Features include integrated voice and data capability, voice mail, call accounting and billing software modules.

3.2.3 Level of service: the system platform will be wired and programmed for 2,300 combination line/station ports and shall be expandable to a minimum of 4,000 line/station ports. Each station will be provided with a Direct-In-Dial (DID) number, which requires no console intervention for incoming or outgoing calls.

3.3 Broadband (ISP) Equipment. It is not anticipated that Broadband (ISP) equipment and services will be provided under this Agreement as shared services. However, to permit the possibility of the sharing of services in the future, such equipment installed at each facility should meet the following general specifications:

3.3.1 Routers, hubs, switches, bridges, Web servers, modems, transceivers, equipment racks, patch panels and cords. Essential network equipment shall be equipped with an uninterruptible power source (UPS).

3.3.2 Level of service: minimum bandwidth or peak data throughput for the Hotel and Convention Center should meet or exceed 44.736 megabits per second (Burstable T-3) as of the Opening Date, or greater as agreed by the Parties subsequent to execution of this Agreement.

3.4 CATV and Satellite Equipment. It is not anticipated that CATV and Satellite equipment and services will be provided under this Agreement as shared services. However, to permit the possibility of the sharing of services in the future, such equipment installed at each facility should meet the following general specifications:

3.4.1 Amplifiers, signal splitters, signal generators, equipment racks, patch panels and cords.

4. DESIGN RESPONSIBILITIES

4.1 Design Responsibilities. The Parties are required to design and construct service spaces that are designated for communications applications, properly located, sufficiently sized for independent operation, with all of the required electrical, safety, security and environmental conditions, including required street to facility and interuits. These spaces shall contain all the connections necessary to provide access to house spaces, transmission lines and operate the required technology services equipment. This requirement includes those elements necessary to comply with Section 2.3 of this Agreement.

5. OPERATING AGREEMENT

5.1 Shared Technology Services Operating Agreement. The Shared Technology Services Operating Agreement between the City and the Corporation is by this reference made a part of this Agreement.

6. PROCUREMENT OF TECHNOLOGY SERVICES

6.1 Common Local Exchange Carrier: The City and the Corporation shall jointly select a common Local Exchange Carrier (LEC) based on proposals and other information received or developed by the City or its agents. The City shall be responsible for negotiating the terms and conditions of the Local Exchange Carrier (LEC) contract, and the City is authorized to enter into said contract upon the approval of the Corporation.

6.2 Long Distance Carrier: The City and the Corporation shall jointly select a common initial Long Distance Carrier based on proposals and other information

received or developed by the City or its agents. The Corporation shall be responsible for negotiating the terms and conditions of the initial Long Distance Carrier contract, and the Corporation is authorized to enter into said contract upon the approval of the City. Following the expiration of this initial contract, the parties will jointly agree on the process to be followed for the selection of subsequent Long Distance Carriers and the entering into contracts for such services.

6.3 Telephone Operator Services: The City and the Corporation shall jointly select a common initial Telephone Operator Service based on proposals and other information received or developed by the City or its agents. The City shall be responsible for negotiating the terms and conditions of the Telephone Operator Services contract and the City shall be authorized to enter into said contract upon the approval of the Corporation. Following the expiration of the initial contract, the parties will jointly agree on the process to be followed for the selection of subsequent Telephone Operator Service and the entering into contracts for such services.

6.4 CATV (Cable Television): If economically advantageous, the City and the Corporation may jointly select a common CATV provider based on proposals and other information received or developed by the Corporation or its agents. If selected on a joint basis, the Corporation shall be responsible for negotiating the terms and conditions of the CATV provider contract, and the Corporation shall be authorized to enter into said contract upon the approval of the City.

7. PROCUREMENT OF SHARED SERVICE EQUIPMENT

7.1 Telephone Equipment: The primary telephone switching system and peripheral subsystems including call accounting, billing and reporting software, expansion interface, operator consoles, handsets, jumper cables and other accessories required to provide common service to both facilities shall be consistent with the specifications and service criteria contained in Exhibit E of this Agreement. The City and the Corporation shall select a vendor for this equipment based on proposals and other information received by or developed by the Corporation or its agents. The City shall be responsible for negotiating the terms and conditions of the telephone switching system contract (and any amendments thereto or renewals thereof), and the City is authorized to enter into said contract upon the approval of the Corporation.

7.2 Local Area Network Equipment: Local Area Networks for the Hotel and Convention Center are to be independent from each other and the Parties shall each be responsible for the procurement of their respective equipment. However, should it become necessary and desirable to procure equipment to provide common service between the two facilities, the parties will consult and agree upon the process to be followed for the procurement of such equipment.

7.3 Joint Procurement of Individual Equipment: The technology services equipment required by the respective facilities for individual versus common use may be purchased by the Corporation or its agents, or by the City or its agents, for use in either facility based on the approval of the party requiring such equipment and the purchasing party.

8. FEES AND EXPENSES

8.1 Payment for Shared Services Equipment. The City agrees to reimburse the Corporation for any and all costs of the Shared Services Equipment allocable to the Convention Center which were paid by the Corporation. The Corporation agrees to reimburse the City for any and all costs of the Shared Services Equipment allocable to the Hotel which were paid by the City.

9. TERM AND TERMINATION

9.1 Term of This Agreement. Unless sooner terminated pursuant to the provisions of this Article 9, the term of this Agreement shall be the Term specified in Section 1.3.4 of this Agreement or as otherwise agreed to in writing by City and the Corporation.

9.2 Events of Default. Subject to the other provisions of this Agreement dealing with termination, if at any time during the Term any of the events set forth in this Section 9.2 (each an "Event of Default") occurs and continues beyond the applicable grace period, if any, the non-defaulting Party may, at its option, terminate this Agreement by giving written notice to the other Party specifying a date, not earlier than five (5) days after the giving of such notice, when the Agreement shall terminate. In addition to its right of termination, the non-defaulting Party shall be entitled to pursue all other remedies available to it under applicable law as a result of such Event of Default.

9.2.1 Any default in the payment of money by one Party to the other Party pursuant to this Agreement, that is not cured within ten (10) days following notice thereof by the non-defaulting Party;

9.2.2 A breach of any material term (other than a breach covered by Section 9.2.1. above) of this Agreement that is not cured within thirty (30) days following notice thereof from the non-defaulting Party; *provided however*, unless the breach or default if continued would expose the non-defaulting Party to an imminent and material risk of criminal liability or of material damage to its business reputation or otherwise, an Event of Default shall not exist if the breach or default is not susceptible of cure within such thirty (30) day period and the defaulting Party commences to cure the breach or default within the thirty-day period and thereafter proceeds diligently and in good faith to complete the cure within one hundred twenty (120) days;

9.2.3 Any action by a Party toward dissolution of its operations; a general assignment for the benefit of creditors; an arrangement or composition with its creditors by a Party; a judgment of insolvency against a Party; a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws or regulations; the appointment (or petition or application for appointment) of a receiver, custodian, trustee, conservator, or liquidator to oversee all or any substantial part of a Party's assets or the conduct of its business; an order for relief against a Party under applicable bankruptcy, insolvency, or similar debtor relief laws or regulations; a Party's failure generally to pay its debts as such debts become due; or notice to any governmental body of insolvency or pending insolvency or suspension of operations; or any other similar or analogous proceedings in any relevant jurisdiction; and

9.2.4 The issuance of a levy or an attachment against all or any portion of the Hotel resulting from a final judgment against a Party for which all appeal periods have expired and which is not fully covered by insurance.

9.3 Other Events of Termination. In addition to any termination right that City or Corporation may have in accordance with Section 9.2, the Parties shall have the right to terminate this Agreement in accordance with the applicable provisions described in Article 1 above and otherwise in accordance with the provisions of Section 9.4 below.

9.4 Actions To Be Taken on Termination. Upon termination of this Agreement for any reason, the following shall be applicable (in addition to and without limitation of, the rights of the non-defaulting Party to pursue all other remedies available to it under applicable law): Upon termination, each Party shall pay to the other all amounts owed under this Agreement. Reference is made to Section 10.1 hereof relating to the obligations of the parties with respect to the severing of shared technology services.

10. SEVERABILITY

10.1 Severance and Transition Matters. Shared technology services may be severed according to the terms and conditions contained in the Shared Technology Services Operating Agreement. That Agreement sets out provisions for the responsibilities, duties and rights of the Parties with regard to the severing of shared services and the need to bring each facility up to stand alone technology services equipment purchase and installation, and the source and dispersal of funds to achieve stand alone facility services.

11. MISCELLANEOUS

11.1 Interpretation

11.1.1 The Recitals set forth at the beginning of this Agreement and Exhibits A through F attached to this Agreement are hereby incorporated in and made a part of this Agreement.

11.1.2 Unless the language specifies or the context implies that a term of this Agreement is a condition, all of the terms of this Agreement shall be deemed and construed to be covenants to be performed by the designated Party.

11.1.3 The use of the terms "including," "include," and "includes" followed by one or more examples is intended to be illustrative and shall not be deemed or construed to limit the scope of the classification or category to the examples listed.

11.1.4 In this Agreement, any reference to a "Section" or an "Article" is a reference to a Section or Article of this Agreement, unless otherwise specified.

11.1.5 Unless expressly stated otherwise in this Agreement, whenever a matter is submitted to a Party for approval or consent in accordance with the terms of this Agreement, that Party has a duty to act reasonably and timely in rendering a decision on the matter.

11.1.6 This Agreement supersedes all prior agreements and understandings between the Parties with respect to the operation of technology services of the Hotel and Convention Center which are inconsistent with this Agreement. Without limiting the generality of the foregoing, as between City and Corporation, this Agreement shall supersede all prior agreements between City and Corporation's predecessors in interest with respect to the Site and/or Hotel pertaining to the development, operation and promotion of the Hotel which are inconsistent with this Agreement.

11.1.7 The Table of Contents and captions to the Articles and Sections of this Agreement are for convenience of reference only and in no way define, limit, describe, or affect the scope or intent of any part of this Agreement.

11.1.8 Whenever a provision in this Agreement specifies that an expenditure or an action shall be "consistent with" the Operating Plan and Budget or the Capital Budget, the determination of consistency shall be made in light of the level of detail set out in the Operating Plan and Budget and the Capital Budget, as applicable, with respect to the type of expenditure or action at issue.

11.2 Waiver of Personal Liability. All liabilities under this Agreement on the part of the City are solely liabilities of the City and, to the extent permitted by law, the Corporation hereby releases each and every officer, agent and employee of the City of and from any personal or individual liability under this Agreement. No officer, agent or employee of the City shall at any time or under any circumstances be individually or

personally liable under this Agreement for anything done or omitted to be done by the City hereunder.

All liabilities under this Agreement on the part of the Corporation are solely liabilities of the Corporation and, to the extent permitted by law, the City hereby releases each and every officer, agent and employee of the Corporation of and from any personal or individual liability under this Agreement. No officer, agent or employee of the Corporation shall at any time or under any circumstances be individually or personally liable under this Agreement for anything done or omitted to be done by the Corporation hereunder.

11.3 Amendment of Agreement. This Agreement can be amended by agreement of the Corporation and the City.

11.4 Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Agreement shall be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.5 Notices. All written notices to be given under this Agreement shall be given in the manner and to the Corporation, the City and to the Trustee at their addresses set forth in the Indenture, or at such address as they may provide to the other parties in writing from time to time.

11.6 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

11.7 Execution in Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. It is also agreed that separate counterparts of this Agreement may separately be executed by the City and the Corporation, all with the same force and effect as though the same counterpart had been executed by both the City and the Corporation.

11.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Corporation and the City and their respective successors and assigns.

11.9 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Shared Technology Services Development Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

THIS SHARED TECHNOLOGY SERVICES DEVELOPMENT AGREEMENT
is hereby executed as of the date first hereinabove written.

CITY OF OVERLAND PARK, KANSAS

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

THIS SHARED TECHNOLOGY SERVICES DEVELOPMENT AGREEMENT is hereby executed as of the date first hereinabove written.

OVERLAND PARK DEVELOPMENT CORPORATION

By: _____
President

(SEAL)

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of June, 2002, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ed Eilert, Mayor of the City of Overland Park, Kansas, a municipal corporation duly organized and validly existing under the laws of the State of Kansas, and Marion Cook, City Clerk of said City, who are personally known to me to be the same persons who executed the foregoing instrument of writing as such officials, and said Ed Eilert as Mayor of said City, duly acknowledged the execution of the same to be the act of the City; and Marion Cook, as City Clerk of said City, duly acknowledged the attestation of the same for and on behalf of said City, and affixed thereto the seal of the City.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of June, 2002, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Neil Sader, President of the Overland Park Development Corporation, a not-for-profit public benefit corporation duly organized and validly existing under the laws of the State of Kansas, and Jim Hix, Secretary of said corporation, who are personally known to me to be the same persons who executed the foregoing instrument of writing as such officers, and said Neil Sader, as President of said corporation, duly acknowledged the execution of the same to be the act of the corporation; and Jim Hix, as Secretary of said corporation, duly acknowledged the attestation of the same for and on behalf of said corporation and affixed thereto the seal of the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed by name and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF SITE

The following described real property situated in Johnson County, Kansas:

Lot 2, Convention Center Plaza, a subdivision of land in the City of Overland Park, Johnson County, Kansas.

EXHIBIT B

LEGAL DESCRIPTION OF CONVENTION CENTER SITE

EXHIBIT C

DEFINITIONS

EXHIBIT D

MASTER DEFINITIONS

[Attach first and last pages of Master Definitions]

EXHIBIT E

**TECHNOLOGY SERVICES SPECIFICATIONS
AND OPERATING SERVICES CRITERIA**

EXHIBIT F
INSTALLATION BUDGET