

AGREEMENT FOR ADMINISTRATION SERVICES

MuniCap, Inc. shall provide administration services to pursuant to this Agreement, by and among MuniCap, Inc. ("Consultant"), the City of Overland Park, Kansas ("City") and Erickson Retirement Communities ("Erickson") related to the Transportation Development District Special Assessment Bonds, Series 2006 (Tallgrass Creek Project) (the "Bonds").

Section 1 The services to be provided are described in Exhibit A attached hereto. Consultant's compensation for these services shall be as provided for in Exhibit B attached hereto.

Section 2 This agreement shall become effective at the closing of the Bonds and will continue in effect until the bonds are repaid or terminated as provided in Section 4 below.

Section 3 Consultant agrees to perform the Administration Services in accordance with Exhibit A. Consultant will supply all tools and means required to perform the Administration Services under the Agreement. Consultant will determine the method, details and means of performing the Administration Services.

The City and Erickson agree to provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement.

Section 4 The City, Erickson or Consultant may terminate this agreement at their option upon the completion of the services for any year upon giving sixty days notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party at its option may terminate this Agreement by giving written notification to the defaulting party. Such termination shall be effective upon receipt by the defaulting party, provided that the defaulting party shall be allowed ten (10) days in which to cure any default following receipt of notice of same.

Section 5 Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail. Mailed notices shall be addressed to the parties at the addresses appearing in Section 7 of this Agreement, but each party may change the address by written notice. Notices will be deemed communicated as of confirmation of receipt.

Section 6 This Agreement and exhibits hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any exhibit hereto) will be effective if it is in writing and signed by the party against whom it is sought to be enforced.

Section 7 Any notice to be provided pursuant to this Agreement shall be in writing by

facsimile, hand delivery, a nationally recognized delivery service, or pre-paid certified mail (return receipt requested) addressed to the respective party at the appropriate addresses appearing below or such other address as may be hereafter given by written notice by the respective party given in compliance with this section and shall be effective upon confirmation of receipt.

To Consultant: Mr. Keenan Rice
MuniCap, Inc.
8340 Governor Ridgely Lane
Ellicott City, Maryland 21043

To City: City of Overland Park
8500 Santa Fe
Overland Park, KS 66212
Attention: Deputy City Manager

To Erickson: Erickson Retirement Communities
701 Maiden Choice Lane
Baltimore, MD 21228

Section 8 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

AGREED TO AND ACCEPTED THIS ____ DAY OF _____ 2006.

The City of Overland Park, Kansas

Erickson Retirement Communities

Signed: _____

Signed: _____

By: _____

By: _____

Its: _____

Its: _____

MuniCap, Inc.

Signed: _____

Keenan Rice
President

Exhibit A

Administration Services Scope of Work

Consultant shall provide administrative services to City and Erickson related to Bonds. The services to be provided by Consultant are as follows:

I. ADMINISTRATIVE AND MANAGEMENT SUPPORT SERVICES

Administrative and management support services are those services associated with the annual determination of the reallocation of assessments for any parcel subdivisions, calculation of the special assessments to be collected and calculation of investment earnings held in the Funds and Accounts as established under the Trust Indenture dated as of November 9, 2006, by and between the City of Overland Park, Kansas and Manufactures and Traders Trust, as Trustee.

A. Reallocation Assessments and Calculate the Special Assessment to be Collected Each Year

This task entails determining the special assessment to be collected from each parcel each year and includes the following sub-tasks:

1. Background Research

This task involves gathering and organizing the information required to form a database necessary to reallocate the special assessments to current parcels within the district and includes the following:

- a. Subdivision Research:** Identify any parcel subdivisions and any related information relevant to the collection of the special assessments.
- b. Assessor's Parcel Research:** Upon publication of secured property tax roll, review assessor parcel maps to compile a list of the assessor's parcels which will be valid for the coming fiscal year.
- c. Ownership/Exempt Property Research:** Research changes in ownership and dedication and offers of dedication of property to public agencies. Identify date property conveyed to or offered to exempt entities.
- d. Database Management:** Prepare database which will include all relevant property characteristics for every parcel in the district.

2. Reallocate Assessments

Based on the background research, Consultant shall update the assessment roll to reflect any parcel subdivisions or parcel consolidations and reallocate assessments as appropriate for

any new parcels.

3. Calculate the Special Assessment to be Collected From Each Parcel

This task involves calculating the amount of the special assessment to be collected from each parcel each year. The Trustee shall certify in each of the years 2007 through 2027 to the Administrator and the City the amount of funds available in the Debt Service Fund to pay interest on the Bonds. Based on Trustee's certification and pursuant to this agreement, the Administrator shall calculate annually on or before the last Tuesday of December for each of the years 2007 through 2027 the special assessments necessary to pay debt service on the bonds. The special assessment to be collected from each parcel shall be calculated based on the special assessments necessary to pay debt service on the Bonds and the allocation of the special assessments to be each parcel.

B. Administration of Bond Funds

This task involves the review and reconciliation of the account statements for funds maintained by the Trustee. The accounts and transactions are checked for accuracy and consistency with the Indenture. The information from these accounts is required for the determination of the annual special assessments and the continuing disclosure reports.

II. ARBITRAGE REBATE SERVICES

Arbitrage rebate services encompasses those activities associated with computing the rebate liability (if any) related to the bonds. The computations will be prepared as described in Section 148 (f) (2) of the Internal Revenue Code of 1986, as amended.

The specific activities and tasks associated with the determination of arbitrage rebate liability include the following:

A. Background Research

This task involves the review of documents, including the indenture, non-arbitrage certificate, IRS form 8038-G, trustee fund/account statements, and prior rebate reports, and consultations with bond counsel or special counsel, as needed. The funds subject to arbitrage rebate and any available exceptions will be identified. The flow of funds in the accounts with the Trustee will be identified as necessary to perform the arbitrage rebate calculations.

B. Calculation of Bond Yield

This task involves preparation of a debt service table and an independent calculation of the yield on each issue. The resulting yields will be verified with those stated on the non-arbitrage certificates.

C. Calculation of Rebate Liability

Based on the yields previously calculated, Consultant will compute the allowable

arbitrage earnings and compare the result to the actual investment earnings.

D. Preparation of Rebate Report

This task involves the preparation of a written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability for each issue. In addition to identifying any arbitrage liability, each report contains a separate investment yield comparison and analysis for each fund. Standard features also include the following items as defined by U.S. Treasury Regulations:

- Explanation of calculation methodology
- Overview of applicable rebate requirements and treasury regulations
- Summary of all pertinent dates
- Identification of major assumptions
- Review of sources and uses of funds
- Bond yield calculation
- Investment yield by fund with comparison to bond yield
- Rebate liability by fund
- Aggregate liability for the issue

E. Rebate Liability Discharge

Consultant will coordinate the filing of IRS Form 8038-T and provide instructions for installment payments as necessary.

F. Assistance with IRS Inquiries

Consultant will provide assistance in the event of an IRS inquiry related to any issue for which Consultant computed rebate liability. In the event of an audit, Consultant will provide supporting documentation used to prepare the calculations and will explain the calculations in a meeting with the IRS, if necessary.

III. CONTINUING DISCLOSURE SERVICES

Consultant shall provide the information and perform the duties relating to continuing disclosure as set forth below:

A. Prepare Annual Report

Consultant will prepare the annual report required pursuant to the continuing disclosure agreements.

B. Significant Event Notices

Upon notification by any responsible party or if Consultant independently becomes aware of such knowledge, Consultant will prepare notices of material events, if deemed to be material, covering the events enumerated in Rule 15c2-12(b) and the continuing disclosure agreement.

C. Dissemination

Consultant will disseminate the annual report, material event notices, and information provided by the developer and the City pursuant to the continuing disclosure agreements to each of the nationally recognized municipal information repositories (NRMSIR) or to the Municipal Securities Rulemaking Board (MSRB), the appropriate state information repository (SID), the Participating Underwriters, and the Beneficial Owners of the bonds. Consultant will also respond to requests for information from investors and other market participants.

Exhibit B

Administration Services Fee Schedule

I. ADMINISTRATIVE AND MANAGEMENT SUPPORT SERVICES

Administrative services, as set forth in Section I of Exhibit A, shall be provided on a time and material basis with annual estimated fee of \$10,000.

II. ARBITRAGE REBATE SERVICES

Annual arbitrage rebate is provided for a cost of \$1,250 per year plus an initial setup fee of \$500. Calculations provided each five years in-lieu of annual calculations are provided for a cost of \$4,000 plus an initial setup fee of \$500.

III. CONTINUING DISCLOSURE

Services related to continuing disclosure are included in the estimate provided above.

REIMBURSABLE EXPENSES

MuniCap shall have the right to be reimbursed for any out of pocket costs incurred in the performance of its services hereunder. Expenses are billed at actual costs without any mark up.

HOURLY RATES

Administrator's prevailing hourly rates are currently are as follows:

Title	Hourly Rate
President	\$200
Vice President	175
Manager	150
Senior Associate	125
Associate	110

Hourly rates are increased from time to time to reflect changes in the Consumer Price Index and the cost of labor.

Consultant shall send an invoice to Erickson with a copy to the City that lists the work performed, the day the work was performed, the time spent on the work, the person performing the work, and details of any reimbursable expenses. Erickson shall forward invoices correctly billed pursuant to this Agreement to the Trustee and instruct to the Trustee to pay such invoices within thirty days of the date the invoice is received by Erickson. In the event sufficient funds are not available for the Trustee to pay invoices, such invoices shall be paid by Erickson.

The City shall have no responsibility for the payment of the costs of services to MuniCap pursuant to this agreement. Should the City ever become responsible for the payment of services to MuniCap under this agreement, Erickson agrees to pay the costs of such services.