
REDEVELOPMENT DISTRICT TAX DISTRIBUTION AGREEMENT

Dated as of December 1, 2012

Among

CITY OF OVERLAND PARK, KANSAS

**UMB BANK, N.A.,
as Trustee**

and

TREASURER OF THE STATE OF KANSAS

Relating to:

**Sales Tax Special Obligation Revenue Bonds
(Prairiefire at LionsGate Project)**

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REDEVELOPMENT DISTRICT TAX DISTRIBUTION AGREEMENT

This **REDEVELOPMENT DISTRICT TAX DISTRIBUTION AGREEMENT** (the “Tax Distribution Agreement”), entered into as of December 1, 2012, among **CITY OF OVERLAND PARK, KANSAS**, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas (the “Issuer”), **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as trustee under the herein described Indenture (the “Trustee”), and the **TREASURER OF THE STATE OF KANSAS** (the “State Treasurer”).

RECITALS

1. The Issuer is a first class city organized and existing under the constitution and laws of the State of Kansas.

2. The Issuer created the Prairiefire at LionsGate Redevelopment District (the “Redevelopment District”) pursuant to the K.S.A. 12-17,160 et seq., as amended (the “STAR Bond Act”) and Ordinance No. SB-2786 adopted by the governing body of the Issuer on December 1, 2008 and published December 10, 2008.

3. On November 13, 2008, the Kansas Department of Commerce determined that the Redevelopment District constitutes a major commercial entertainment and tourism area and is therefore an “eligible area” under the STAR Bond Act.

4. The Issuer prepared the herein-defined Redevelopment Plan for that portion of the Redevelopment District that constitutes the Prairiefire at LionsGate Redevelopment Project Area (the “Redevelopment Project Area”) in consultation with the Issuer’s Planning Commission.

5. The Issuer adopted the Redevelopment Plan for the Redevelopment Project Area within the Redevelopment District by Ordinance No. SB-2976 passed on October 22, 2012 and published November 6, 2012.

6. On November __, 2012, the Kansas Department of Commerce approved and designated the Redevelopment District as a “special bond project” within the meaning of the STAR Bond Act and approved financing of certain costs of the Redevelopment Plan with STAR bond financing.

7. The Issuer is authorized under the STAR Bond Act to issue special obligation bonds for the purpose of implementing the Redevelopment Plan.

8. The Prairiefire at LionsGate Project (the “Project”) described in the Redevelopment Plan and in the Development Agreement dated November 12, 2012 (the “Development Agreement”) between the Issuer and MC Prairiefire I, LLC (“MCP I”) and MC Prairiefire II, LLC (“MCP II” and with MCP I, the “Developer”) envisions the development of approximately 61.5 acres located in the general vicinity of 135th Street between Lamar Avenue and Nall Avenue in the City of Overland Park, Kansas, as an integrated urban village featuring a mix of retail, museum, office, hotel and residential uses, a native wetlands, a park for music and events, and a hiking/biking trail. The Project has been designed to be completed in two separate phases, “Phase 1 of the Project” and “Phase 2 of the Project,” with Phase 1 of the Project to be developed by MCP I and Phase 2 of the Project to be developed by MCP II.

9. Certain costs of the Project are eligible to be paid under the STAR Bond Act (the “Costs of the STAR Bond Improvements”).

10. Pursuant to the STAR Bond Act, the Issuer has determined to issue the first series of STAR Bonds under the herein-defined Indenture in the aggregate principal amount of \$[Principal Amount] to be designated “Sales Tax Special Obligation Revenue Bonds (Prairiefire at LionsGate Project), Series 2012” (the “Series 2012 STAR Bonds”) for the purpose of providing funds to (a) finance a portion of the Costs of the STAR Bond Improvements (as defined in the Indenture), (b) fund a deposit to the hereinafter-defined Debt Service Reserve Fund, (c) fund capitalized interest and (d) pay certain costs related to the issuance of Series 2012 STAR Bonds.

11. The Indenture provides for the issuance of Additional STAR Bonds from time to time equally and ratably secured by the Indenture on a parity with the Series 2012 STAR Bonds (the Series 2012 STAR Bonds and the Additional STAR Bonds, collectively, the “STAR Bonds”), subject to the terms and conditions provided for therein.

12. The Issuer, the Trustee and the State Treasurer now desire to enter into this Tax Distribution Agreement to provide for certain distributions of tax revenues for the benefit of the STAR Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth in this Tax Distribution Agreement, the Issuer, the Trustee and the State Treasurer covenant and agree, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. For all purposes of this Tax Distribution Agreement, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Tax Distribution Agreement shall have the meanings set forth in this **Section 1.01**. Capitalized terms used herein which are not otherwise defined shall have the same meanings as set forth in the Indenture:

“**Additional STAR Bonds**” means any additional parity STAR Bonds issued by the Issuer pursuant to **Section 2.03** of the Indenture that stand on a parity under the Indenture with the Series 2012 STAR Bonds.

“**Bond Year**” means each one-year period (or shorter period for the first Bond Year) ending December 1.

“**Business Day**” means a day on which both the State Treasurer and the Trustee shall be scheduled in the normal course of their respective operations to be open for the conduct of regular business.

“**City Bond Finance Fund**” means the account relating to the Redevelopment Project Area created within the City Bond Finance Fund created by K.S.A. 79-3620b, as amended, and established with the State Treasurer.

“**Debt Service**” means, on the date for which the calculation is being made, the principal of, and interest due on the STAR Bonds.

“**Debt Service Fund**” shall have the meaning given such term in the Indenture.

“**Debt Service Reserve Fund**” shall have the meaning given such term in the Indenture.

“**Debt Service Reserve Requirement**” shall have the meaning given such term in the Indenture.

“**Department**” means the Department of Revenue of the State of Kansas.

“**Indenture**” means the Trust Indenture, dated as of December 1, 2012, as originally executed by the Issuer and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Indenture.

“**Interest Payment Date**” means (1) with respect to the Series 2012 STAR Bonds, June 15 and December 15, of each year, commencing June 15, 2013, and (2) with respect to Additional STAR Bonds, such dates as specified in the Supplemental Indenture authorizing the issuance of such Additional STAR Bonds.

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“**Issuer**” means the City of Overland Park, Kansas, a municipal corporation and political subdivision duly organized and existing under the laws of the State, its successors and assigns or any body, agency or instrumentality succeeding to or charged with the powers, duties and functions of the Issuer.

“**Issuer Representative**” means the Mayor, City Manager or Deputy City Manager of the Issuer, and any other duly authorized officer of the Issuer whose authority to execute any particular instrument or take a particular action under this Tax Distribution Agreement shall be evidenced to the satisfaction of the Trustee.

“**Issuer Sales Tax Revenues**” means gross receipts of the Issuer received through the last day of October 2032 under K.S.A. 12-187 et seq., as amended, from (i) the city retail sales tax (currently 1.0%) and (ii) the Issuer’s share of the countywide retail sales tax, in each case with respect to retail sales within the Redevelopment Project Area and in each case excluding sales taxes committed to special purposes and therefore not available under the STAR Bond Act.

“**Rebate Analyst**” means any firm engaged by the Issuer to compute arbitrage rebate on the STAR Bonds.

“**Redevelopment District**” means the Prairiefire at LionsGate Redevelopment District created by the Issuer pursuant to the STAR Bond Act.

“**Redevelopment Plan**” means the Prairiefire at LionsGate STAR Bond Redevelopment Project Plan dated November 6, 2012, approved by the Issuer pursuant to the STAR Bond Act.

“**Redevelopment Project Area**” means the Redevelopment Project Area described in the Redevelopment Plan, which Redevelopment Project Area includes that portion of the property within the Redevelopment District as described therein and on **Exhibit A** hereto.

“**Revenues**” means the State Sales Tax Revenues and the Issuer Sales Tax Revenues.

“**Series 2012 STAR Bonds**” means the series of Sales Tax Special Obligation Revenue Bonds (Prairiefire at LionsGate Project), Series 2012, aggregating the principal amount of \$[Principal Amount], issued pursuant to **Section 2.02** of the Indenture.

“**STAR Bond**” or “**STAR Bonds**” means the Series 2012 STAR Bonds and any Additional STAR Bonds issued pursuant to **Section 2.03** of the Indenture.

“**STAR Bond Act**” means K.S.A. 12-17,160 et seq., as amended and supplemented from time to time.

“**State**” means the State of Kansas.

“**State Percentage**” means the percentage produced by the following formula:

$$SP = \frac{y}{x + y}$$

where

SP = State Percentage

x = funds deposited by the Trustee in the Escrow Fund derived from Issuer Sales Tax Revenues; and

y = funds deposited by the Trustee in the Escrow Fund derived from State Sales Tax Revenues.

“**State Sales Tax Revenues**” means receipts of the State received through the last day of October 2032 and credited to the City Bond Finance Fund by the State Treasurer in accordance with K.S.A. 79-3620(d), as amended, from the taxes imposed by K.S.A. 79-3603, as amended and K.S.A. 79-3703, as amended, with respect to sales and compensating use within the Redevelopment Project Area portion of the Redevelopment District.

“**State Transfer Amount**” shall mean, as of two Business Days prior to each Interest Payment Date, the amount on deposit in the City Bond Finance Fund.

“**State Treasurer**” means the State Treasurer of the State or, if the functions and duties of the State Treasurer under K.S.A. 79-3620, K.S.A. 79-3620b and K.S.A. 79-3710d shall be given by law to any other person or entity, such person or entity.

“**Supplemental Indenture**” means any indenture supplemental or amendatory to the Indenture entered into by the Issuer and the Trustee pursuant to **Article X** of the Indenture, including, but not limited to Supplemental Indentures pursuant to which Additional STAR Bonds are issued.

“**Tax Distribution Agreement**” means this Redevelopment District Tax Distribution Agreement dated as of December 1, 2012, among the Issuer, the Trustee and the State Treasurer, relating to the collection and distribution of Issuer Sales Tax Revenues and States Sales Tax Revenues, as amended and supplemented from time to time.

“**Revenues**” means, collectively, the State Sales Tax Revenues and the Issuer Sales Tax Revenues.

“**Trustee**” means UMB Bank, n.a., a national banking association organized and existing under the laws of the United States of America, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

Section 1.02. Rules of Construction. For all purposes of this Tax Distribution Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Tax Distribution Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (c) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.
- (d) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

ARTICLE II

COLLECTION OF REVENUES; REPORTING REQUIREMENTS

Section 2.01. Collection of Issuer Sales Tax Revenues. The Department, pursuant to K.S.A. 12-187 et seq., as amended, is required to administer, enforce and collect all Issuer Sales Tax Revenues from taxpayers doing business within the Redevelopment Project Area portion of the Redevelopment District and to cause such Issuer Sales Tax Revenues to be credited to the appropriate funds established with the State Treasurer in accordance with K.S.A. 12-189, as amended. The State Treasurer shall request that the Department advise the State Treasurer and the Trustee in writing not later than the last Business Day of each calendar month of the total amount of Issuer Sales Tax Revenues collected by the Department during the preceding calendar month.

Section 2.02. Reporting of Issuer Sales Tax Revenues. Pursuant to K.S.A. 12-189, each retailer that does business within the Redevelopment Project Area is required to submit to the Department, at the times specified in such statute, (i) Issuer Sales Tax Revenues collected by such taxpayer and (ii) returns detailing the collection of such Issuer Sales Tax Revenues.

Section 2.03. Collection of State Sales Tax Revenues. The Department, pursuant to K.S.A. 79-3601 et seq., as amended, and K.S.A. 79-3701 et seq., is required to administer, enforce and collect all State Sales Tax Revenues from taxpayers doing business within the Redevelopment Project Area and to cause such State Sales Tax Revenues to be credited to the City Bond Finance Fund pursuant to K.S.A. 79-3620(d), as amended, until the date upon which the aggregate amount deposited therein is equal to an amount sufficient to retire the principal of and interest on the STAR Bonds. The State Treasurer shall request that the Department advise the State Treasurer and the Trustee in writing not later than the last Business Day of each calendar month of the total amount of State Sales Tax Revenues collected by the Department during the preceding calendar month and the balance in the City Bond Finance Fund at the

close of business on the last day of the preceding calendar month. Within 30 days after the date of the issuance of each series of Additional STAR Bonds, the Trustee shall certify in writing to the State Treasurer the total scheduled payments of principal, and interest on such series of Additional STAR Bonds.

Section 2.04. Reporting of State Sales Tax Revenues. Pursuant to K.S.A. 79-3607 and 79-3706, each retailer that does business within the Redevelopment Project Area is required to submit to the Department, at the times specified in such statutes, (i) State Sales Tax Revenues collected by such taxpayer and (ii) returns detailing the collection of such State Sales Tax Revenues.

Section 2.05. Notices Regarding Tax Rates. The State Treasurer shall request that the Department promptly advise the State Treasurer, the Trustee and the Issuer of any adjustments in State or local retail sales or use tax rates applicable with respect to retail sales within the Redevelopment Project Area and any adjustments to the Issuer's share of the retail sales and use tax of Johnson County, Kansas; provided, that until the Trustee is advised regarding any such adjustments, it shall continue to apply the most recent respective percentages for which it has received advice in determining the State Percentage.

Section 2.06. Semi-Annual Reports to Bondowners. Within 30 days after each June 15 and December 15, the Trustee shall prepare and send to the Original Purchaser of the STAR Bonds or any subsequent owner of STAR Bonds requesting the same, by first class mail or electronic mail, a report containing the following information:

- (a) the amount of State Sales Tax Revenues and Issuer Sales Tax Revenues remitted to the Trustee during the semi-annual period ending on such June 15 or December 15 pursuant to this Tax Distribution Agreement;
- (b) the principal and interest on the STAR Bonds paid during the semi-annual period ending on such June 15 or December 15; and
- (c) the outstanding principal amount of STAR Bonds as of the close of business on such June 15 or December 15.

Section 2.07. Reports to Issuer. Not later than 30 days after each June 15 and December 15, the Trustee shall provide to the Issuer a report stating the application of Revenues to the payment of principal and interest on the STAR Bonds, replenishment of any debt service reserve funds and payment of any fees of the Trustee, the Dissemination Agent, any third-party monitor retained by the Dissemination Agent and the Rebate Analyst.

Not later than the 30th day of each month other than June and December, the Trustee shall provide a monthly report to the Issuer stating the amount of Issuer Sales Tax Revenues remitted by the State Treasurer pursuant to **Section 3.02** during the preceding month and the amount of State Sales Tax Revenues that the State has indicated is on deposit in the City Bond Finance Fund during the preceding month pursuant to **Section 2.03**.

Not less often than quarterly, (i) the Issuer shall compare the amount of State Sales Tax Revenues and Issuer Sales Tax Revenues received by the Trustee as set forth in such report with the copies of tax returns detailing the collection of State Sales Tax Revenues and Issuer Sales Tax Revenues received by the Issuer from businesses operating within the Redevelopment Project Area during the same period, and (ii) if any discrepancies exist, the Issuer shall contact the Trustee or the Department, as appropriate, to reconcile such discrepancies and ensure that all State Sales Tax Revenues and Issuer Sales Tax Revenues received by the Department were properly applied and credited.

Section 2.08. Confidentiality of Tax Information. The Trustee hereby agrees that it shall not use or communicate, publish or disclose to any third party any sales or use tax information of any individual taxpayer or group of less than five taxpayers obtained by the Trustee pursuant to this **Article II**, for any purpose other than carrying out the Trustee's obligations under this Tax Distribution Agreement, without the prior written consent of the individual taxpayer that submitted such tax information to the Department; provided, however, that such restriction on use and disclosure shall not apply to information that, in the opinion of counsel to the Trustee, is required to be disclosed by applicable law, court order or other governmental authority.

ARTICLE III

CREATION OF THE ESCROW FUND; REMITTANCE OF REVENUES TO TRUSTEE

Section 3.01. Establishment of Escrow Fund. The Trustee shall establish a special and irrevocable separate trust fund to be held in the custody of the Trustee and designated as the "Sales Tax Revenues Escrow Fund – Prairiefire at LionsGate Redevelopment District" (the "Escrow Fund"). Moneys in the Escrow Fund shall be held in trust by the Trustee and applied solely in accordance with the provisions of this Tax Distribution Agreement.

Section 3.02. Remittance of Issuer Sales Tax Revenues to Trustee; Deposit Into Escrow Fund. The Issuer hereby directs, and the State Treasurer hereby covenants and agrees, that all Issuer Sales Tax Revenues collected and credited to the appropriate funds pursuant to **Section 2.01** shall be remitted monthly by not later than the last Business Day of each calendar month directly to the Trustee for deposit in the Escrow Fund.

Section 3.03. Application of Moneys in City Bond Finance Fund.

(a) Moneys credited to the City Bond Finance Fund pursuant to K.S.A. 79-3620(d), as amended, shall be available for transfer biannually to the Trustee for deposit in the Escrow Fund to pay debt service on the STAR Bonds in accordance with this Tax Distribution Agreement. Specifically, moneys in the City Bond Finance Fund may be used to pay principal of and interest on any series of STAR Bonds or replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement. Moneys in the City Bond Finance Fund shall not be used to pay the fees and expenses of the Trustee, the Dissemination Agent, the Issuer or the Rebate Analyst. Interest earnings on amounts on deposit in the City Bond Finance Fund shall be transferred to the State general fund.

(b) Not less than two (2) Business Days prior to each Interest Payment Date:

(i) The State Treasurer shall: (A) advise the Trustee of the amount then on deposit in the City Bond Finance Fund and (B) transfer the State Transfer Amount to the Trustee for deposit in the Escrow Fund.

(ii) The Trustee shall make a determination of the allocation and distribution of the Revenues on deposit in the Escrow Fund on the upcoming Interest Payment Date pursuant to the provisions of **Article IV**. The Trustee shall in turn give notice of any redemption of STAR Bonds issued pursuant to the Indenture as required by the provisions of the Indenture.

Section 3.04. Allocation of State Sales Tax Revenues and Issuer Sales Tax Revenues. In making distributions of State Sales Tax Revenues and Issuer Sales Tax Revenues pursuant to **Article IV**:

(a) *first*, all State Sales Tax Revenues shall be allocated (i) *first*, to pay scheduled principal and interest on the STAR Bonds, (ii) *second*, to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement, and (iii) *third*, to pay principal and interest on the STAR Bonds on the redemption thereof.

(b) *second*, the Issuer Sales Tax Revenues and any investment earnings thereon shall be allocated (i) *first*, to pay the fees and expenses of the Trustee, the Dissemination Agent and any third-party monitor retained by the Dissemination Agent, and the Rebate Analyst, and to reimburse the Issuer for the payment of any of such costs, and (ii) *second*, to pay principal and interest on the STAR Bonds.

Section 3.05. Investment of Moneys. Moneys held in the Escrow Fund shall, pursuant to written directions of the Issuer Representative, or in the absence of such direction at the discretion of the Trustee, be invested and reinvested by the Trustee in Permitted Investments (as defined in the Indenture) which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be used or transferred as provided in this Tax Distribution Agreement. The Trustee may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department or that of any affiliate of the Trustee and may pool moneys for investment purposes. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the account in which such moneys are originally held.

The interest accruing on the Escrow Fund and any profit realized from such Permitted Investments shall be credited to such fund and any loss from such Permitted Investment shall be charged to such fund. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of Permitted Investments whenever it shall be necessary to use or transfer moneys in any account pursuant to the provisions of this Tax Distribution Agreement and the Trustee shall not be liable for any loss resulting from such investments.

ARTICLE IV

APPLICATION OF MONEYS ON DEPOSIT IN ESCROW FUND

Section 4.01. Application of Revenues in Escrow Fund Prior to Each Interest Payment Date. Subject to **Section 4.06**, not less than one (1) Business Day prior to each Interest Payment Date, the Trustee shall allocate and distribute Revenues with respect to such Interest Payment Date on deposit in the Escrow Fund in the following order of priority:

(a) *Past Due Debt Service on STAR Bonds.* The Trustee shall transfer to the Debt Service Fund established under the Indenture an amount equal to the amount of any due and unpaid principal of and interest on the STAR Bonds.

(b) *Current Debt Service on STAR Bonds.* If and to the extent there are moneys remaining in the Escrow Fund after the transfer required under subsection (a) of this **Section 4.01** has been made, the Trustee shall transfer to the Debt Service Fund established under the Indenture the amount of principal and interest becoming due on the upcoming Interest Payment Date on the STAR Bonds, less any amounts then on deposit in the Debt Service Fund and available for payment of such amount in accordance with the provisions of the Indenture.

(c) *Replenish Debt Service Reserve Fund.* If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a) and (b) of this **Section 4.01** have been made, the Trustee shall transfer to the Debt Service Reserve Fund an

amount necessary to cause the aggregate amount on deposit in the Debt Service Reserve Fund to equal the Debt Service Reserve Requirement.

(d) **Redemption of STAR Bonds.** If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a) through (c) of this **Section 4.01** have been made, in which case provision for payment of all of the STAR Bonds shall have been made, the Trustee shall transfer to the Debt Service Fund established under the Indenture an amount sufficient to redeem the outstanding STAR Bonds on the upcoming Interest Payment Date pursuant to the terms of the Indenture.

(e) **Payments to State Treasurer and Issuer.** If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a) through (d) of this **Section 4.01** have been made, in which case no STAR Bonds will be outstanding at the close of business on the upcoming Interest Payment Date, the Trustee shall (i) transfer to the State Treasurer, for deposit in the State general fund, an amount equal to the State Percentage of such remaining moneys and (ii) transfer to the Issuer the balance of such remaining moneys.

Section 4.02. Application of Issuer Sales Tax Revenues to Payment of Certain Fees. On each June 1 and December 1, the Trustee shall, from Issuer Sales Tax Revenues and any investment earnings thereon on deposit in the Escrow Fund:

(a) **first**, pay to itself, as Trustee, the sum of (i) the Trustee's semiannual fees and expenses due on such date, as provided in the Indenture, and (ii) any due and unpaid fees and expenses of the Trustee, and if applicable reimburse the Issuer for payment of any such fees and expenses; and

(b) **second**, pay to the Dissemination Agent, the sum of (i) the Dissemination Agent's fees and expenses due on such date, as provided in the Continuing Disclosure Agreements, and (ii) any due and unpaid fees and expenses of the Dissemination Agent, and pay to any third party monitor engaged by the Dissemination Agent to provide the reports required by the Continuing Disclosure Agreements, any fees and expenses due to any such third party monitor, and if applicable reimburse the Issuer for payment of any such fees and expenses; and

(c) **third**, pay to the Rebate Analyst the sum of (i) the Rebate Analyst's fees and expenses due on such date, if any, and (ii) any due and unpaid fees and expenses of the Rebate Analyst, and if applicable reimburse the Issuer for payment of any such fees and expenses.

The amount to be paid for such fees is not expected to exceed \$10,500 annually. The Issuer has agreed pursuant to the Issuer Continuing Disclosure Agreement to disclose any payment of annual fees in an amount exceeding \$10,500.

ARTICLE V

THE TRUSTEE

Section 5.01. Duties of Trustee Under Tax Distribution Agreement. The Trustee agrees to perform the duties imposed upon it by this Tax Distribution Agreement, but only upon the following terms and conditions:

(a) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Tax Distribution Agreement, and no implied covenants or obligations shall be read into this Tax Distribution Agreement against the Trustee.

(b) No provision of this Tax Distribution Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(ii) no provision of this Tax Distribution Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 5.02. Certain Rights of Trustee.

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

(c) The Trustee shall not be bound to make any investigation into the facts or matters stated in any certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(d) The Trustee, in its individual or any other capacity, may become the owner or pledgee of STAR Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

(e) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Tax Distribution Agreement. The Trustee shall be under no liability for interest on any money received by it hereunder except as to investments authorized and directed pursuant to **Section 3.05** of this Tax Distribution Agreement. The liability of the Trustee to make the payments required by this Tax Distribution Agreement shall be limited to the money and Permitted Investments within the Escrow Fund.

(f) The Trustee may perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 5.03. Representations of the Trustee. The Trustee hereby represents and warrants to the Issuer and the State Treasurer as follows:

(a) The Trustee is a national banking association duly organized and existing under the laws of the United States of America, is authorized and empowered to execute and deliver the Indenture and this Tax Distribution Agreement and has full power and authority to act as Trustee as provided in the Indenture and this Tax Distribution Agreement.

(b) This Tax Distribution Agreement has been duly executed and delivered on behalf of the Trustee by the duly authorized officer of the Trustee. The execution and delivery by the Trustee of this Tax Distribution Agreement and the performance by the Trustee of its express duties under this Tax Distribution Agreement has been duly authorized by all necessary action on the part of the Trustee. This Tax Distribution Agreement constitutes the valid and binding obligation of the Trustee, enforceable in accordance with its terms.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, or by facsimile transmission, addressed as follows:

(a) To the Issuer at:

City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, Kansas 66212
Attention: City Manager

(b) To the Trustee at:

UMB Bank, n.a.
1010 Grand Blvd., 4th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department

(c) To the State Treasurer at:

State Treasurer of Kansas
Suite 201
900 S.W. Jackson
Topeka, Kansas 66612
Attention: State Treasurer

(d) To the Department at:

Director of Taxation
Department of Revenue
915 S.W. Harrison
Topeka, Kansas 66625
Attention: Director of Taxation_

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer, the Trustee or the State Treasurer to any other shall also be given to the Department. The Issuer, the Trustee and the State Treasurer may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices, certificates or other communications shall be sent.

Section 6.02. Amendments. This Tax Distribution Agreement may be amended or otherwise modified by a written instrument executed by all parties hereto; provided, however, that in the event that any modification or amendment to this Tax Distribution Agreement would have a material adverse effect on the interests of the owners of the STAR Bonds, then this Tax Distribution Agreement may not be amended without the prior written consent of the owners of 100% of the outstanding STAR Bonds.

Section 6.03. Governing Law. This Tax Distribution Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 6.04. Severability. If for any reason any provision of this Tax Distribution Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 6.05. Binding Effect; Benefit of Tax Distribution Agreement. This Tax Distribution Agreement shall inure to the benefit of and shall be binding upon the Issuer, the State Treasurer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Tax Distribution Agreement, nothing in this Tax Distribution Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder and the owners of outstanding STAR Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Distribution Agreement.

Section 6.06. Execution in Counterparts. This Tax Distribution Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.07. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Tax Distribution Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

CITY OF OVERLAND PARK, KANSAS

(SEAL)

Carl Gerlach, Mayor

ATTEST:

Marion Cook, City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Tax Distribution Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

UMB BANK, N.A., as Trustee

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Tax Distribution Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

TREASURER OF THE STATE OF KANSAS

(SEAL)

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PRAIRIEFIRE AT LIONSGATE REDEVELOPMENT PROJECT AREA

All of Tract A and all that part of 137th Street right of way, Prairiefire, First Plat, together with an unplatted portion of land, all lying in the Northeast Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence North 87 degrees 50 minutes 31 seconds East along the North line of the Northeast Quarter of said Section 32 a distance of 47.63 feet to a point; thence South 2 degrees 09 minutes 29 seconds East a distance of 100.00 feet to the Northwest corner of Tract A, Prairiefire, First Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, the POINT OF BEGINNING; thence North 87 degrees 50 minutes 31 seconds East along the North line of said Tract A and the South right of way line of 135th Street a distance of 2535.97 feet to a point on the West right of way line of Nall Avenue; thence South 2 degrees 05 minutes 12 seconds East along the West right of way line of Nall Avenue a distance of 1308.78 feet to a point on the South right of way line of 137th Street as established by the final plat of said Prairiefire, First Plat; thence South 87 degrees 54 minutes 43 seconds West along the South right of way line of said 137th Street a distance of 118.86 feet to a point of curvature; thence in a Northwesterly direction along the South right of way line of said 137th Street and along a curve to the right, having a radius of 513.00 feet, through a central angle of 25 degrees 21 minutes 59 seconds, an arc distance of 227.12 feet to a point; thence North 66 degrees 43 minutes 18 seconds West along the South right of way line of said 137th Street and its Northwesterly prolongation a distance of 705.17 feet to a point of curvature; thence in a Northwesterly direction along a curve to the left, having a radius of 1160.00 feet, through a central angle of 2 degrees 01 minutes 19 seconds, an arc distance of 40.93 feet to a point; thence North 19 degrees 16 minutes 43 seconds East a distance of 177.80 feet to a point of curvature on the South right of way line of said 137th Street; thence in a Northwesterly direction along the South right of way line of said 137th Street and along a curve to the left whose initial tangent bears North 56 degrees 44 minutes 38 seconds West, having a radius of 560.00 feet, through a central angle of 35 degrees 24 minutes 49 seconds, an arc distance of 346.13 feet to a point; thence South 87 degrees 50 minutes 33 seconds West along the South right of way line of said 137th Street a distance of 432.94 feet to a point of curvature; thence in a Southwesterly direction along the South right of way line of said 137th Street and along a curve to the left, having a radius of 560.00 feet, through a central angle of 57 degrees 19 minutes 04 seconds, an arc distance of 560.22 feet to a point; thence South 30 degrees 31 minutes 29 seconds West along the South right of way line of said 137th Street a distance of 109.88 feet to a point of curvature; thence in a Southwesterly direction along the South right of way line of said 137th Street and along a curve to the right, having a radius of 640.00 feet, through a central angle of 27 degrees 29 minutes 57 seconds, an arc distance of 307.17 feet to a point on the East right of way line of Lamar Avenue; thence North 31 degrees 58 minutes 45 seconds West along the East right of way line of Lamar Avenue a distance of 80.00 feet to a point of curvature; thence in a Southwesterly, Westerly and Northwesterly direction along the East right of way line of Lamar Avenue and along a curve to the right whose initial tangent bears South 58 degrees 01 minutes 15 seconds West, having a radius of 20.00 feet, through a central angle of 93 degrees 33 minutes 38 seconds, an arc distance of 32.66 feet to a point of compound curvature; thence in a Northeasterly direction along the East right of way line of Lamar Avenue and along a curve to the right, having a radius of 810.00 feet, through a central angle of 34 degrees 21 minutes 55 seconds, an arc distance of 485.83 feet to a point; thence North 5 degrees 56 minutes 48 seconds East along the East right of way line of Lamar Avenue a distance of 215.17 feet to a point of curvature; thence in a Northeasterly direction along the East right of way line of Lamar Avenue and along a curve to the left, having a radius of 2640.00 feet, through a central angle of 5 degrees 04 minutes 22 seconds, an arc distance of 233.74 feet to a point; thence North 5 degrees 27 minutes 38 seconds East along the East right

of way line of Lamar Avenue a distance of 37.20 feet to a point; thence North 3 degrees 52 minutes 30 seconds East along the East right of way line of Lamar Avenue a distance of 63.11 feet to a point; thence North 1 degree 56 minutes 41 seconds West along the East right of way line of Lamar Avenue and the West line of said Tract A, a distance of 134.06 feet to the POINT OF BEGINNING and containing 2,437,559 Square Feet or 55.959 Acres, more or less.