

TRUST INDENTURE

Dated as of December 1, 2012

Between

THE CITY OF OVERLAND PARK, KANSAS

and

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

Relating to:

**\$ _____
TAXABLE SALES TAX REVENUE BONDS
SERIES 2012A**

and

**\$ _____
SALES TAX REVENUE BONDS
SERIES 2012B**

(PRAIRIEFIRE COMMUNITY IMPROVEMENT DISTRICT NO. 1 PROJECT)

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TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”) made and entered into as of December 1, 2012, between the **CITY OF OVERLAND PARK, KANSAS**, a municipal corporation and political subdivision duly organized and existing under the laws of Kansas (the “Issuer”) and **UMB BANK, n.a.**, a national banking association duly organized and existing under the laws of the United States of America, having a principal corporate trust office located in Kansas City, Missouri, and being qualified to accept and administer the trusts hereby created, as trustee (the “Trustee”);

RECITALS

1. The City of Overland Park, Kansas (the “Issuer”), is a municipal corporation and a city of the first class, duly created, organized and existing under the laws of the State of Kansas.

2. The Issuer has the authority to create a community improvement district, impose a community improvement district sales tax and issue community improvement district sales tax revenue bonds for the purpose of financing projects within the community improvement district, pursuant to the Community Improvement District Act, K.S.A. 12–6a26 *et seq.*, as amended (the “CID Act”).

3. On October 22, 2012, the governing body of the Issuer passed Ordinance No. 2972 creating a community improvement district to be known as the Prairiefire Community Improvement District No. 1 (the “Prairiefire CID No. 1”) and imposing a community improvement district sales tax in the amount of one and one-half percent (1.5%) (the “CID Sales Tax”) for the purpose of financing certain improvements within the Prairiefire CID No. 1, as more particularly described in **Exhibit A** attached hereto (the “CID Improvements”).

4. The Issuer has determined that it is in the best interests of the Issuer to issue \$_____ principal amount of Taxable Sales Tax Revenue Bonds, Series 2012A (Prairiefire Community Improvement District No. 1 Project) (the “Series A Bonds”) and \$_____ principal amount of Sales Tax Revenue Bonds, Series 2012B (Prairiefire Community Improvement District No. 1 Project) (the “Series B Bonds”) (the Series A Bonds together with the Series B Bonds, collectively, the “Series 2012 Bonds” and, together with any Additional Bonds (as defined herein), the “Bonds”) to finance a portion of the CID Improvements, fund a debt service reserve fund, fund capitalized interest and to pay costs of issuance of the Series 2012 Bonds.

5. On November 19, 2012, the Governing Body of the Issuer passed an ordinance (the “Ordinance”), authorizing the issuance of the Series 2012 Bonds pursuant to this Indenture for the above purposes.

6. Pursuant to the Ordinance, the Issuer is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

GRANTING CLAUSES

To determine the terms and conditions upon which Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance of all the covenants, agreements and conditions contained in this Indenture and in the Bonds, and in consideration of the premises, the acceptance by the Trustee of the trusts created by this Indenture, the purchase and acceptance of the Bonds by the owners thereof, the Issuer hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a security interest to the Trustee in the property described in paragraphs (a), (b) and (c) below (said property referred to herein as the "Trust Estate"):

- (a) All CID Sales Tax Revenues as defined and identified herein; and
- (b) All moneys, investments and securities from time to time held by the Trustee under the terms of this Indenture (excluding amounts held in the Rebate Fund (as defined herein)); and
- (c) All other property of every name and nature, from time to time hereafter by delivery or by writing mortgaged, pledged, delivered or hypothecated as and for additional security under this Indenture by the Issuer or anyone on its behalf or with its written consent in favor of the Trustee.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and granted or agreed or intended so to be to the Trustee and its successors and assigns in trust;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the others;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that if the Issuer or its successors or assigns shall well and truly pay or cause to be paid the principal of and premium, if any, on such Bonds with interest, according to the provisions set forth in the Bonds, or shall provide for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment or redemption thereof when and as authorized by the provisions of **Article XII**, and shall also pay or cause to be paid all other sums payable hereunder by the Issuer, then these presents and the estate and rights hereby granted shall cease, terminate and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Issuer, shall duly execute, acknowledge and deliver to the Issuer such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the Issuer, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes, or any part thereof, not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Indenture, the following capitalized words and terms as used in this Indenture shall have the following meanings:

“**Accounts**” means the accounts created pursuant to **Section 401** hereof.

“**Accredited Investor**” means an accredited investor as defined in Rule 501(a) of Regulation D promulgated by the Securities Exchange Commission under the Securities Act of 1933.

“**Additional Bonds**” means any additional bonds issued by the Issuer pursuant to **Section 203** of this Indenture on a parity with the Series 2012 Bonds.

“**Additional Improvements**” means community improvement district improvements to be financed with proceeds of Additional Bonds.

“**Administrative Office**” means (a) with respect to the initial Trustee, for notice and administration purposes, initially, 1010 Grand Boulevard, 4th Floor, Kansas City, MO 64106, Attention: Corporate Trust Department, and (b) with respect to any successor Trustee, its office for notice and administration purposes designated as such by the successor Trustee.

“**Anchor**” means the Museum.

“**Approved Investor**” means any investor that is a Qualified Institutional Buyer or an Accredited Investor.

“**Authorized Denominations**” means as to the Series 2012 Bonds, the original denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof, subject to transfer rights by a beneficial owner of Series 2012 Bonds which have been reduced to a lower principal amount as provided in **Section 205** hereof, and means, as to any Additional Bonds, the authorized denomination set forth in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

“**Authorized Developer Representative**” means the individual designated as such to act on behalf of the Developer as evidenced to the Trustee by a certificate, bearing such authorized officer’s signature and signed by an authorized officer of the Developer.

“**Authorized Issuer Representative**” means the Mayor, the City Manager or the Deputy City Manager, or such other person at the time designated to act on behalf of the Issuer as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor, City Manager or Deputy City Manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Issuer Representative.

“**Beneficial Owner**” of Bonds includes any Bondowner or any other person who, directly or indirectly, has the investment power with respect to any such Bonds.

“**Bond Counsel**” means Kutak Rock LLP, or other firm of nationally recognized bond counsel.

“**Bond Issuance Date**” means the date of initial delivery of each series of Bonds. The Bond Issuance Date for the Series 2012 Bonds is December __, 2012.

“**Bond Obligation**” means, as of any date, the sum of the Outstanding principal amount of the Bonds.

“**Bond Purchase Agreement**” means, with respect to a series of Bonds, the Bond Purchase Agreement by and among the Issuer, the Developer and the Original Purchaser with respect to such series of Bonds.

“**Bond Register**” means the books for the registration, transfer and exchange of the Bonds kept at the office of the Trustee.

“**Bond Registrar**” means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated pursuant to this Indenture or any Supplemental Indenture as bond registrar for any series of Bonds at which the principal of, redemption premium, if any, and interest on such Bonds shall be payable.

“**Bonds**” means the Series 2012 Bonds and any Additional Bonds issued under this Indenture.

“**Business Day**” means a day which is not (a) a Saturday or Sunday, (b) any other day on which banking institutions in New York, New York, or the city or cities in which the Administrative Office of the Trustee is located, are required or authorized to close or (c) a day on which the New York Stock Exchange or Federal Reserve Banks are closed.

“**Capitalized Interest Fund**” means the fund by that name created by **Section 401** hereof.

“**Cede & Co.**” means Cede & Co., as nominee of The Depository Trust Company, New York, New York, or any successor nominee of the Securities Depository with respect to the Bonds.

“**Certification of Expenditures**” means the requisition for CID Improvements Costs related to the CID Improvements within the Prairiefire CID No. 1 executed by the Authorized Developer Representative and approved by the Issuer and executed by the Authorized Issuer Representative.

“**CID Act**” means the Kansas Community Improvement District Act, K.S.A. 12-6a26 *et seq.*, as amended.

“**CID Improvements**” means the facilities and costs eligible to be paid under the CID Act, to be financed with the proceeds of the Bonds issued under the CID Act, including constructing, equipping and furnishing of buildings, structures and facilities, land acquisition and site development costs, transportation improvements, construction and installation of utility systems and service lines, surface parking, structured parking, parking security and monitoring systems, tenant and project signage, parks, plazas and landscaping of buildings and common areas, promotion of business activity, development and retention and the recruitment of businesses, architectural and engineering costs, promotion of tourism and special events, zoning and legal fees, costs of financing (including all costs associated with bond issuance) and marketing and advertising.

“**CID Improvements Costs**” means costs permitted under the CID Act to be paid out of proceeds of the Bonds with respect to the CID Improvements, including the Issuer Administrative Fee.

“**CID Sales Tax**” means the community improvement district sales tax in the amount of one and one-half of one percent (1.5%) imposed on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas Retailer’s Sales Tax Act within the Prairiefire CID No. 1.

“**CID Sales Tax Revenues**” means the revenues derived, received and collected within the Prairiefire CID No. 1 from the CID Sales Tax.

“**City**” means the City of Overland Park, Kansas, and any successors or assigns.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“**Completion Certificate**” means a certificate of the Authorized Issuer Representative and the Authorized Developer Representative that the construction of the CID Improvements has been fully completed, in substantially the form of **Exhibit E**, to be delivered pursuant to **Section 403(c)**.

“**Completion Date**” means the date the construction of the CID Improvements has been fully completed as designated by the Authorized Issuer Representative and the Authorized Developer Representative pursuant to the Completion Certificate.

“**Consultant**” means an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by this Indenture.

“**Continuing Disclosure Agreements**” means collectively, the Developer Continuing Disclosure Agreement, the Issuer Continuing Disclosure Agreement and the Museum Continuing Disclosure Agreement.

“**Costs of Issuance**” means issuance costs with respect to the Bonds described in the Internal Revenue Code and any regulations thereunder, including but not limited to the following:

- (a) Original Purchaser’s spread, discount or fees;
- (b) counsel fees (including bond counsel, underwriter’s counsel, Issuer’s counsel, as well as any other specialized counsel fees incurred in connection with the borrowing);
- (c) financial advisor fees of any financial advisor to the Issuer incurred in connection with the issuance of the Bonds;
- (d) trustee, escrow agent and paying agent fees;
- (e) accountant fees, feasibility consultant fees and other expenses related to issuance of the Bonds;
- (f) printing costs (for the Bonds and of the preliminary and final official statement relating to the Bonds); and
- (g) fees and expenses of the Issuer incurred in connection with the issuance of the Bonds.

“**Costs of Issuance Fund**” means the fund by that name created by **Section 401** hereof.

“**Debt Service Fund**” means the fund by that name created by **Section 401** hereof.

“**Debt Service Requirements**” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) or as to Bonds for which there are no scheduled principal payments or mandatory sinking fund payments, the base case projected principal redemptions, and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Trustee or other commercial bank or trust company located in the State and having full trust powers. **Exhibit H** sets forth the Projected Case 1 Redemption Schedule that constitutes the Debt Service Requirements for the Series 2012 Bonds. The base case projected principal redemptions set forth on the Projected Case 1 Redemption Schedule for the Series 2012 Bonds, and interest payments thereon, were calculated by the Original Purchaser based on the projected retail sales receipts within the Prairiefire CID

No. 1 for each applicable year derived from the Retail Sales Tax Report described in **Section 202(e)(ix)** hereof.

“Debt Service Reserve Fund” means the fund by that name created by **Section 401** hereof.

“Debt Service Reserve Requirement” means, (a) with respect to the Series A Bonds, the amount of \$_____, (b) with respect to the Series B Bonds, the amount of \$_____, representing the lesser of (i) Maximum Annual Debt Service on the Series B Bonds, (ii) 125% of average annual debt service on the Series B Bonds, and (iii) 10% of the original principal amount of the Series B Bonds; and (b) with respect to any Additional Bonds that are entitled to the benefit of the Debt Service Reserve Fund, the lesser of (i) Maximum Annual Debt Service on such Additional Bonds, (ii) 125% of average annual debt service on such Additional Bonds, and (iii) 10% of the original principal amount of such Additional Bonds.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Default Rate” means the interest rate announced from time to time by the Trustee (or a banking affiliate of the Trustee) as its prime rate or base rate on commercial loans (which rate fluctuates as and when said prime rate or base rate changes) plus 2.0%.

“Developer” means collectively, MCP I and MCP II, their respective successors and assigns, as provided in the Development Agreement; provided that, as indicated in the Development Agreement, it is understood and agreed that MCP I shall be the developer of record for Phase 1 of the Project and MCP II shall be the developer of record for Phase 2 of the Project. Accordingly, MCP I is the Developer with respect to the 2012 CID Improvements located within Prairiefire CID No 1.

“Developer Continuing Disclosure Agreement” means the Continuing Disclosure Agreement dated as of December 1, 2012, between the Developer and the Dissemination Agent.

“Development Agreement” means the Development Agreement dated November 12, 2012, by and among the Issuer, the Developer and MC Prairiefire II, a Kansas limited liability company, as amended and supplemented from time to time.

“Dissemination Agent” means UMB Bank, n.a., Kansas City, Missouri, as dissemination agent under the Continuing Disclosure Agreements, and its successors and assigns.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“**Escrow Release Conditions**” means as follows:

(a) 100% Release requires (1) the Anchor is open and fully operational, (2) the Junior Anchors are open for business with aggregate retail space (fully stocked) of at least 150,000 sq. ft. and (3) at least 50,000 square footage of the Other Retailers are open for business.

(b) 75% Release requires (1) the Anchor is open and fully operational, (2) the Junior Anchors are open for business with aggregate retail space (fully stocked) of at least 150,000 sq. ft. and (3) at least 35,000 square footage of the Other Retailers are open for business.

(c) 50% Release requires (1) the Anchor is open and fully operational, (2) the Junior Anchors are open for business with aggregate retail space (fully stocked) of at least 150,000 sq. ft. and (3) at least 30,000 square footage of the Other Retailers are open for business.

“**Escrowed CID Improvements Costs Fund**” means the fund by that name created by **Section 401** hereof.

“**Escrowed CID Improvements Costs Requirement**” means as to the Series A Bonds \$ _____ and as to the Series B Bonds \$ _____.

“**Event of Default**” shall have the meaning set forth in **Section 901** hereof.

“**Final Escrow Release Date**” means May 15, 2014.

“**Financing Documents**” means this Indenture, the Bonds, the Development Agreement, the Continuing Disclosure Agreements, the Bond Purchase Agreement, the Master Funding Agreement, the Tax Compliance Agreement, and any and all other documents or instruments that evidence or are a part of the transactions referred to in this Indenture, the Development Agreement or contemplated by this Indenture, Development Agreement or the Official Statement; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Financing Documents” are used in the context of the authorization, execution, delivery, approval or performance of Financing Documents by a particular party, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

“**Fiscal Year**” means the twelve month period ending on December 31.

“**Funds**” means the funds created by **Section 401** hereof.

“**Government Obligations**” means the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and

(b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

“**Indenture**” means this Trust Indenture 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 this Indenture.

“**Individual Accredited Investor**” means an Accredited Investor that is defined in Rule 501(a)(5) or (6) under the Securities Act of 1933.

“**Interest Payment Date**” means (a) with respect to the Series 2012 Bonds, June 15 and December 15, of each year, commencing June 15, 2013; and (b) with respect to Additional Bonds, such interest payment dates as specified in the Supplemental Indenture authorizing the issuance of such Additional 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 created pursuant to the laws of the State, and its successors and assigns or any body, agency or instrumentality succeeding to or charged with the powers, duties and functions of the Issuer.

“**Issuer Administrative Fee**” means one percent (1%) of the par amount of the Series 2012 Bonds to be paid from the proceeds of the Series 2012 Bonds on the Bond Issuance Date and an annual administrative fee thereafter of \$10,000, which is payable from Revenues to the extent they are available.

“**Issuer Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement dated as of December 1, 2012, between the Issuer and the Dissemination Agent.

“**Junior Anchors**” means REI, Fresh Market, Pinstripes and Cinetopia (as described in the Retail Sales Tax Report) or substitute comparable retailers approved by the Issuer, provided that (A) the square footage of any retailer proposed as a substitute for a Junior Anchor shall be comparable to the square footage of the previously identified Junior Anchor, and (B) the Issuer shall have received a supplement to the Retail Sales Tax Report from Development Strategies as the Consultant, or from another Consultant acceptable to the Issuer, to the effect that the projected Revenues to be received from the proposed substitute retailer are not less than the projected Revenues identified in the Retail Sales Tax Report to be received from the previously identified Junior Anchor.

“**Letter of Representations**” means, collectively, the blanket letters from the Issuer and the Trustee to the Securities Depository representing the matters necessary to qualify the Bonds pursuant to **Section 208**.

“**Master Funding Agreement**” means, as to Phase 1 of the Project, the Master Funding Agreement among the Trustee, the Developer, the construction lender to the Developer named therein and the escrow agent named therein that describes procedures for the disbursement of the various funding sources for Phase 1 of the Project and the 2012 CID Improvements located within Prairiefire CID No. 1.

“**Maximum Annual Debt Service**” means, for purposes of the calculation of the Debt Service Reserve Requirement for a series of Bonds and as otherwise may be provided in the Indenture and any Supplemental Indenture, with respect to each series of Bonds the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final stated maturity of any series of Bonds shall be reduced by the Value of cash and Permitted Investments on deposit in the applicable account of the Debt Service Reserve Fund, so long as the Debt Service Reserve Fund is maintained at the Debt Service Reserve Requirement for each series of Bonds. Reference is made to the definition of Debt Service Requirements for an explanation of the calculation of the Debt Service Requirements for the Series 2012 Bonds and any Additional Bonds.

“**Maturity**” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or at a call for redemption or otherwise.

“**MCP I**” means MC Prairiefire I, LLC, a Kansas limited liability company, its successors and assigns, as Developer of Phase 1 of the Project and the 2012 CID Improvements.

“**MCP II**” means MC Prairiefire II, LLC, a Kansas limited liability company, its successors and assigns, as Developer of Phase 2 of the Project.

“**Moody’s**” means Moody’s Investors Service, and its successors and assigns, and, if such firm shall be dissolved or liquidated or shall no longer perform the functions of a securities rating service, Moody’s shall be deemed to refer to any other nationally recognized securities rating agency which shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exclusion from federal gross income of interest on such obligations.

“**Museum**” means the approximately 41,000 square foot Museum of Prairiefire (or such other name as is given to the Museum upon completion) owned by the Museum Owner which will, among other things, host on-going exhibits from The American Museum of Natural History (“AMNH”) during such period of time as the Museum Owner and AMNH shall agree.

“**Museum Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement dated as of December 1, 2012, between the Museum Owner and the Dissemination Agent.

“**Museum Owner**” means Museum of Prairiefire Foundation, a 501(c)(3) corporation, its successors and assigns.

“**Officer’s Certificate**” means a written certificate of the Developer, substantially in the form described in **Section 1401** hereof signed by the Authorized Developer Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the Developer with respect to matters set forth therein, and which certificate in each instance, including the scope, form, substance and other aspects thereof, is acceptable to the Trustee.

“**Opinion of Bond Counsel**” means a written opinion of Kutak Rock LLP or any legal counsel acceptable to the Issuer and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers.

“**Opinion of Counsel**” means a written opinion in the form described in **Section 1401** hereof of legal counsel addressed to the Issuer and the Trustee, for the benefit of the Issuer, the Trustee and the Owners of the Bonds, who is acceptable to the Issuer, the Developer and the Trustee.

“**Ordinance**” means Ordinance No. _____ of the Issuer authorizing the issuance of the Series 2012 Bonds.

“**Original Purchaser**” means, with respect to the Series 2012 Bonds, Stifel, Nicolaus & Company, Inc., St. Louis, Missouri, as the original purchaser of the Series 2012 Bonds.

“**Other Retailers**” means tenants, other than the Anchor and the Junior Anchors, that have signed leases with the Developer as of the date of the Bond Purchase Agreement for the Series 2012 Bonds, including Rock & Brews, [Bar Louie], [The Club], [the Paradise Diner], [Newport Grill], [The Pub], [Wasabi Sushi Bar], [Coco Bolos KC, LLC] and [Trendz, LLC] [LIST ANY OTHERS] or comparable retailers that have signed leases with the Developer and the Issuer and the Trustee have received a certificate in the form of **Exhibit E** from Development Strategies as the Consultant, or from another Consultant acceptable to the Issuer, to the effect that the projected Revenues to be received from the proposed substitute comparable retailer is not less than the projected Revenues identified in the Retail Sales Tax Report to be received from the previously identified tenant or spec space as shown in the Retail Sales Tax Report.

“**Outstanding**” means, when used with respect to Bonds, as of any particular date, the Bonds theretofore issued and delivered under this Indenture, except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1201** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

(d) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in **Section 207** of this Indenture.

“**Participants**” means those financial institutions for whom the Securities Depository effects book–entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“**Paying Agent**” means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated pursuant to this Indenture or any Supplemental Indenture as paying agent for any series of Bonds at which the principal of, redemption premium, if any, and interest on such Bonds shall be payable.

“**Permitted Investments**” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the Issuer’s moneys held in the funds and accounts referred to in **Section 601** and **Section 602** hereof:

(a) Government Obligations;

(b) bonds or other obligations of the State of Kansas, or any political subdivision of the State of Kansas, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state (including the Trustee and its affiliates), that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the Issuer;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or non–negotiable, issued by any bank or trust company organized under the laws of the United States or any state (including the Trustee and its affiliates), provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d), which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds that are registered with the Securities and Exchange Commission meeting the requirements of Rule 2a–7 under the Investment

Company Act of 1940 and which invest in securities as are described above in (a), (b) or (d); and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Kansas.

“Person” means any natural person, firm, association, corporation, partnership, limited liability company, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

“Phase 1 of the Project” means that portion of the Project identified in the Development Agreement as Phase 1 of the Project.

“Phase 2 of the Project” means that portion of the Project identified in the Development Agreement as Phase 2 of the Project.

“Prairiefire CID No. 1” means Prairiefire Community Improvement District No. 1 created by Ordinance No. 2972 of the Issuer.

“Principal Payment Date” means the maturity date or redemption date of any Bond.

“Project” means the design, construction and operation of an integrated urban village to be located in the general vicinity of 135th Street between Lamar Avenue and Nall Avenue in the City of Overland Park, Kansas, 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.

“Project Fund” means the fund by that name created by **Section 401** hereof.

“Qualified Institutional Buyer” means a qualified institutional buyer as defined in Rule 144A promulgated by the Securities Exchange Commission under the Securities Act of 1933.

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

“Rebate Fund” means the fund by that name created by **Section 401** hereof.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Account” means the accounts by that name created within the Debt Service Fund.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Indenture.

“**Redemption Price**” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Indenture, including the applicable redemption premium, if any, but excluding installments of interest whose maturity is on or before the Redemption Date.

“**Registered Bondowner**” or “**Bondowner**” when used with respect to any Bond means the person in whose name such Bond is registered on the Bond Register.

“**Replacement Bonds**” means, if the Issuer determines not to use the book–entry system of the Securities Depository pursuant to **Section 203**, one or more Bond certificates in principal amounts corresponding to the identifiable beneficial owners’ interests in the Bonds pursuant to the records of the Securities Depository.

“**Responsible Officer**” means, with respect to the Trustee, any officer or authorized representative in its corporate trust office or similar group administering the trusts hereunder or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers to whom a particular matter is referred by the Trustee because of such officer’s or authorized representative’s knowledge of and familiarity with the particular subject.

“**Retail Sales Tax Report**” means, as to the Series 2012 Bonds, the Sales Tax CID Bond Revenue Study for the Proposed Prairiefire at LionsGate Development, dated ____, 2012, prepared by Development Strategies, St. Louis, Missouri as the Consultant with respect thereto.

“**Revenue Fund**” means the fund by that name created by **Section 401** hereof.

“**Revenues**” means the CID Sales Tax Revenues.

“**Securities Depository**” means The Depository Trust Company, New York, New York, or any successor Securities Depository appointed pursuant to **Section 209**.

“**Series 2012 Bonds**” means collectively, the Series A Bonds and the Series B Bonds.

“**Series A Bonds**” means the \$_____ principal amount of Taxable Sales Tax Revenue Bonds, Series 2012A (Prairiefire Community Improvement District No. 1 Project), issued pursuant to this Indenture.

“**Series B Bonds**” means the \$_____ principal amount of Sales Tax Revenue Bonds, Series 2012B (Prairiefire Community Improvement District No. 1 Project), issued pursuant to this Indenture.

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

“**Supplemental Indenture**” means any indenture supplemental or amendatory to this Indenture entered into by the Issuer and the Trustee pursuant to **Article XI** of this Indenture.

“Tax Compliance Agreement” means the Tax Compliance Agreement of even date herewith, among the Issuer, the Developer and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Tax-Exempt Bonds” means the Series B Bonds and any Additional Bonds the interest on which is exempt from taxation for federal income tax purposes.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means UMB Bank, n.a., Kansas City, Missouri, and its successors 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 this Indenture.

“Value” as of any particular time of determination, means, (a) with respect to cash the face value thereof and (b) with respect to any investments, the lower of the cost of the investment or the market price of the investment on the date of valuation.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles generally accepted in the United States of America.

(d) 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.

(e) 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.

(f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

(g) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Authorization, Amount and Title of Bonds. The Issuer may issue Bonds in one or more series from time to time under this Indenture, but subject to the provisions of this Indenture and any Supplemental Indenture authorizing a series of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of Bonds that may be issued under this Indenture is limited to \$16,000,000. The several series of Bonds may differ as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the Supplemental Indenture authorizing such series. The general title of all series of Bonds authorized to be issued under this Indenture shall be “Sales Tax Revenue Bonds (Prairiefire Community Improvement District No. 1 Project),” with such appropriate series designation added to or incorporated in such title for the Bonds of any particular series as the Issuer may determine. The Bonds of each series shall consist of fully registered bonds without coupons in Authorized Denominations, and shall be numbered from R-1 upward. The Bonds of each series shall be dated the applicable Bond Issuance Date.

Section 202. Authorization of Series 2012 Bonds. (a) There shall be issued under and secured by this Indenture two initial series of Bonds designated as: (1) “Taxable Sales Tax Revenue Bonds, Series 2012A (Prairiefire Community Improvement District No. 1 Project)” in the principal amount of \$ _____ (the “Series A Bonds”); and (2) “Sales Tax Revenue Bonds, Series 2012B (Prairiefire Community Improvement District No. 1 Project)” in the principal amount of \$ _____ (the “Series B Bonds”); for the purpose providing funds to finance a portion of the CID Improvements Costs, fund the initial deposit to the Debt Service Reserve Fund, fund the Capitalized Interest Fund and pay certain Costs of Issuance of the Series 2012 Bonds.

The Series 2012 Bonds shall be dated the Bond Issuance Date, shall become due on December 15 in the amounts and in the years (subject to redemption and payment prior to their maturities as provided in **Article III** hereof) and shall bear interest at the rates per annum specified below (computed on the basis of a 360-day year of twelve 30-day months) as follows:

Series A Bonds

| | | |
|--|--------------------------------|-----------------------------|
| Maturity <u>December 15</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|--|--------------------------------|-----------------------------|

Series B Bonds

| | | |
|--|--------------------------------|-----------------------------|
| Maturity <u>December 15</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|--|--------------------------------|-----------------------------|

The 2012 Bonds shall bear interest at the above specified rates from the later of the Bond Issuance Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 202** hereof, payable semiannually on June 15 and December 15 in each year, beginning on June 15, 2013.

The Series 2012 Bonds shall be executed in the manner set forth herein and delivered to the Trustee for authentication but, prior to or simultaneously with the authentication and delivery of the Series 2012 Bonds by the Trustee there shall be filed with the Trustee the following:

(a) An original or copy, certified as true and correct by the City Clerk of the Issuer, of the Ordinance passed by the Governing Body of the Issuer authorizing the issuance of the Series 2012 Bonds and the execution of the Financing Documents;

(b) A copy, certified by the Authorized Developer Representative, of the resolutions adopted by the Developer authorizing the execution and delivery of the Financing Documents to which it is a party, and approving this Indenture and the issuance and sale of the Series 2012 Bonds;

(c) An original executed counterpart of the Financing Documents;

(d) An Opinion of Bond Counsel dated the Bond Issuance Date;

(e) An Opinion of Counsel to the Issuer dated the Bond Issuance Date;

(f) An Opinion of Counsel to the Developer dated the Bond Issuance Date;

(g) The Retail Sales Tax Report of Development Strategies relating to the Series 2012 Bonds;

(h) A request and authorization to the Trustee on behalf of the Issuer, executed by an Authorized Issuer Representative, to authenticate the Series 2012 Bonds and deliver said Series 2012 Bonds to, or on the order of, the Original Purchaser upon payment to the Trustee, for the account of the Issuer, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amount of such purchase price;

(i) As to any purchaser that is an Individual Accredited Investor, an Investor Letter, substantially in the form attached hereto as **Exhibit F**, as required by **Section 205** hereof; and

(j) Such other certificates, statements, receipts and documents as shall reasonably be required by the Financing Documents for the delivery of the Series 2012 Bonds, or as shall be reasonably required by the Trustee or Bond Counsel.

When the documents specified above shall have been filed with the Trustee, and when the Series 2012 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2012 Bonds to or upon the order of the Original Purchaser, but only upon payment to the Trustee of the purchase price of the Series 2012 Bonds as set forth

in the request and authorization of the Issuer. The proceeds of the sale of the Series 2012 Bonds, including premium thereon, if any, shall be immediately paid over and applied as provided in this Indenture.

Section 203. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity (except as otherwise provided in this Section) with the Series 2012 Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in this Section and in the Development Agreement, for any of the following purposes to the extent authorized under the CID Act:

(i) financing any additional CID Improvements costs;

(ii) obtaining funds for the refunding of all or a portion of any series of Bonds at the time Outstanding, regardless of whether such Bonds may be prepaid, including the payment of redemption premium, if any, thereof and interest due at the designated Redemption Date; or

(iii) any other purpose permitted under the CID Act.

(b) Notwithstanding anything to the contrary, and not prior to twelve (12) months following substantial completion of Phase 1 of the Project in accordance with the Development Agreement, and following either (x) substantial completion of the CID Improvements as evidenced by an Officer's Certificate of the Developer required by **Section 403** hereof and application of any remaining funds in the accounts of the Project Fund as provided in **Section 403**, or (y) if an event described in **Section 403** hereof has occurred, provided that the costs of the CID Improvements not paid from proceeds of the Series 2012 Bonds have been paid from other sources, and application of any remaining funds in the Accounts of the Project Fund as provided in **Section 403**, Additional Bonds may be issued on a parity with the Series 2012 Bonds and any Additional Bonds then Outstanding but only upon delivery to the Trustee of the following:

(i) a certificate of the Issuer, as of the date of issuance of such Additional Bonds, demonstrating that (A) the cumulative redemptions of the Series 2012 Bonds are not less than the cumulative redemptions as of such date as shown on the Projected Case 1 Redemption Schedule set forth on **Exhibit G** hereto and (B) the cumulative redemptions of any Additional Bonds then Outstanding are not less than the applicable projected cumulative redemptions for such then Outstanding Additional Bonds, as set forth in the Supplemental Indenture authorizing the issuance of such then Outstanding Additional Bonds;

(ii) a certificate of the Original Purchaser or the original purchaser of such Additional Bonds, based on revenue projections (the "Revised Projected Revenues") approved by the Issuer and prepared by a Consultant acceptable to the Issuer, the Developer and the Original Purchaser or the original purchaser of such Additional Bonds, that includes a calculation showing that if not more than 100% of the projected revenues and assuming application of moneys (excluding any

interest income thereon) in the Debt Service Reserve Fund (with moneys in each subaccount to be applied to the applicable series of the Bonds) to the final payment of the Series 2012 Bonds, Additional Bonds Outstanding and such Additional Bonds, the Series 2012 Bonds, Additional Bonds Outstanding and such Additional Bonds will be repaid in accordance with their terms, and the Series 2012 Bonds will be repaid on or before the dates shown on the Projected Case 1 Redemption Schedule set forth **Exhibit G** hereto; and

(iii) evidence satisfactory to the Trustee that the principal and interest payment dates on such Additional Bonds are the same as for the Series 2012 Bonds and that no Additional Bonds shall mature prior to the final maturity date of any Outstanding Series 2012 Bonds or be subject to mandatory sinking fund redemption while any Series 2012 Bonds are Outstanding.

Except as provided in above, the Issuer will not otherwise issue any Bonds or any other obligations on a parity with the Series 2012 Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Series 2012 Bonds. However, the Issuer shall make no payments of either principal or interest on said subordinate and junior obligations until the Series 2012 Bonds are redeemed and paid in full.

(c) Before any Additional Bonds are issued under the provisions of this Section, in addition to the requirements set forth in **Section 203(b)** above, the following requirements shall be satisfied:

(i) The Issuer shall pass an ordinance (A) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, which shall be to finance improvements or additions to the CID Improvements; (B) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series; and (C) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Issuer, are not prejudicial to the Issuer or the owners of the Bonds previously issued.

(ii) There shall be deposited in the Debt Service Reserve Fund such additional sums as shall be necessary to bring the Debt Service Reserve Fund to the Debt Service Reserve Requirement simultaneously with the issuance of such Additional Bonds.

(d) Additional Bonds issued hereunder shall have the same general title as the Series 2012 Bonds, except for an identifying series letter or date, and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III** of this Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the

provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2012 Bonds and any other Additional Bonds.

(e) Such Additional Bonds shall be executed in the manner set forth in **Section 206** hereof and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(i) A copy, certified by the City Clerk of the Issuer, of the ordinance passed by the Issuer authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture, additional Financing Documents and supplements to any other Financing Documents as may be necessary.

(ii) A copy, certified by the Authorized Developer Representative of the resolutions adopted by the Developer authorizing the execution and delivery of additional Financing Documents and supplements to any other Financing Documents required for such issuance and further approving such Supplemental Indenture and the issuance and sale of the Additional Bonds.

(iii) An original executed counterpart of the Supplemental Indenture, executed by the Issuer and the Trustee, authorizing the issuance of the Additional Bonds, specifying, among other things, the terms thereof, pledging and providing for the disposition of the proceeds of such Additional Bonds.

(iv) An original executed counterpart of any additional Financing Documents and supplements to any other Financing Documents executed by the parties thereto.

(v) An Officer's Certificate (A) stating that no event of default under the Development Agreement has occurred and is continuing and that no event has occurred and is continuing which with the lapse of time or giving of notice, or both, would constitute such an event of default; and (B) stating the purpose or purposes for which such Additional Bonds are being issued.

(vi) A request and authorization to the Trustee, on behalf of the Issuer, executed by an Issuer Representative, to authenticate the Additional Bonds and deliver said Additional Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the Issuer, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(vii) An Opinion of Bond Counsel to the effect that all requirements for the issuance of such Additional Bonds have been met and the issuance of such Additional Bonds will not result in the interest on any CID Bonds then Outstanding becoming subject to federal income taxes then in effect.

(viii) Written approval of the Additional Bonds by the Secretary of Commerce of the State, as required by the CID Act.

(ix) The Consultant's report required by **Section 202(g)** hereof.

(x) Such other certificates, statements, receipts, opinions and documents required by any of the Financing Documents or as the Issuer or the Trustee shall reasonably require in connection with the issuance and delivery of the Additional Bonds.

When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article IV** hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds and payable from the Revenues.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal of, Redemption Price or interest payable on each Bond on any Interest Payment Date or maturity shall be paid to the Bondowner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Trustee to the address of such Bondowner shown on the Bond Register or at such other address as is furnished to the Trustee in writing by such Bondowner or (b) in the case of any payment to the Securities Depository or any Bondowner of \$1,000,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Bondowner upon written notice given to the Trustee by such Bondowner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Bondowner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Bondowner of such Bond on the relevant Record Date and shall be payable to the Bondowner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Trustee) and shall deposit with the Trustee at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such

Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment. Following receipt of such funds the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Bondowner of a Bond entitled to such notice at the address of such Bondowner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Trustee shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Registration, Transfer and Exchange of Bonds. The Trustee shall cause to be kept at its principal corporate trust office the Bond Register in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds as herein provided. The Trustee is hereby appointed “Bond Registrar” for the purpose of registering Bonds and transfers of Bonds as herein provided.

The Bonds shall be sold and subsequently transferred only to purchasers who constitute Approved Investors.

In addition, until such time as the conditions for release of moneys from the Escrowed CID Improvements Costs Fund to the Project Fund have been satisfied in full, any Individual Accredited Investor purchasing any Series 2012 Bonds must deliver, or cause to be delivered to the Trustee, a duly executed investor’s letter substantially in the form set forth in **Exhibit F** to this Indenture. The Trustee shall be entitled to rely, without any further inquiry, on any investor’s letter delivered to it and shall be fully protected in registering any sale of the Bonds or transfer or exchanges of any Bonds in reliance on any such investor’s letter which appears on its face to be correct and of which a Responsible Officer of the Trustee has no actual knowledge otherwise.

After the Escrow Release Conditions - 100% Release have been satisfied in full, no investor letter shall be required from any Individual Accredited Investor purchasing a Series 2012 Bond. The Issuer will advise the Trustee and the Original Purchaser when the Escrow Release Conditions – 100% Release have been satisfied. In addition, the Issuer has agreed, pursuant to the Issuer Continuing Disclosure Agreement, to cause notice to be given as provided therein at such time as the Escrow Release Conditions – 100% Release have been satisfied and that investor letters are no longer required from any Individual Accredited Investor purchasing a Series 2012 Bond.

Bonds may be transferred or exchanged only upon the Bond Register maintained by the Trustee as provided in this Section. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same maturity, of any authorized denominations and of a like aggregate principal

amount. Provided, however, that a Bond may be transferred or exchanged in a principal amount lower than an Authorized Denomination provided that such Bond was originally in an Authorized Denomination, the principal amount of such Bond was reduced to a principal amount lower than an Authorized Denomination because of special mandatory redemptions pursuant to **Section 303(b)** hereof, and the transferee acquires the full principal amount of the Outstanding Bond.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal corporate trust office of the Trustee, the Trustee shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Trustee, duly executed by the Bondowner thereof or by the Bondowner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Trustee, are the responsibility of the Bondowners of the Bonds. In the event any Bondowner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may make a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondowner hereunder or under the Bonds.

The Issuer and the Trustee shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Trustee pursuant to **Section 305** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 205** hereof.

The Issuer and the Trustee may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Bondowner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Bondowner or upon the Bondowner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Bondowners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated

representative of such Bondowners whose authority is evidenced to the satisfaction of the Trustee.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed thereto or imprinted thereon. The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Trustee for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit B** hereof, which shall be manually executed by an authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Indenture or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Trustee. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. Upon authentication, the Trustee shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Trustee or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Trustee such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Bondowner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Indenture equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Trustee, either at or before maturity, shall be cancelled by the Trustee immediately upon the payment, redemption and surrender thereof to the Trustee and subsequently destroyed in accordance with the customary practices of the Trustee.

Section 209. Book-Entry System.

(a) The Bonds will initially be registered on the Bond Register maintained by the Trustee in the name of Cede & Co., and beneficial owners will not receive certificates representing their respective interests in the Bonds, except if the Trustee issues Replacement Bonds as provided below. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among the participants in the Securities Depository (the “DTC Participants”) and receive and transmit notices with respect to, and payments of principal of and interest on, the Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the beneficial owners as described below.

(b) The Trustee agrees to give the various written notices to the Securities Depository in accordance with the Letter of Representations, including, without limitation, on or prior to each Interest Payment Date a notice to the Securities Depository specifying the amounts of each payment on such Interest Payment Date allocable to interest and to principal.

(c) If the Securities Depository determines to discontinue providing its services with respect to the Bonds and the Issuer cannot obtain a qualified successor Securities Depository, or if DTC Participants holding a majority interest in the Bonds determine not to use the book-entry system of the Securities Depository, the Issuer shall execute and the Trustee shall authenticate and deliver one or more Replacement Bonds to the DTC Participants in principal amounts corresponding to the identifiable beneficial owners’ interests in the Bonds. The Trustee may conclusively rely on information provided by the Securities Depository as to the identities and addresses of the DTC Participants and the beneficial owners and their interests in the Bonds. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository, or the Trustee as agent of the Securities Depository, has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be

deemed to be imposed upon and performed by the Trustee, to the extent applicable, with respect to such Replacement Bonds.

(d) If the Securities Depository resigns, is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the Issuer, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any successor Securities Depository must be a securities depository that is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository will surrender the Bonds, together with assignments duly executed in accordance with the provisions of **Section 208**, to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein and as directed by the successor Securities Depository.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2012 Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in this **Article III**. Additional Bonds shall be subject to redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and as may be specified in such Additional Bonds and the Supplemental Indenture authorizing such Additional Bonds.

Section 302. Optional Redemption of Series 2012 Bonds. The Series 2012 Bonds are subject to redemption and payment prior to maturity, at the option of the Issuer, on and after _____15, 20_____, in whole or in part (selection of maturities and the amount of Series 2012 Bonds to be redeemed to be determined by the Issuer in such equitable manner as it may determine) on any date in Authorized Denominations, at a Redemption Price of 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium.

Any provision in this Indenture to the contrary notwithstanding, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice, the notice of redemption pursuant to this **Section 302** shall state that it is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds, and such notice and optional redemption shall be of no effect if by no later than the scheduled redemption date, sufficient moneys to redeem the Bonds are not on deposit with and available to the Trustee.

Section 303. Special Mandatory Redemption of Series 2012 Bonds.

(a) The Series 2012 Bonds are subject to special mandatory redemption by the Issuer on any Interest Payment Date, commencing December 15, 2014, in order of maturity, at the Redemption Price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which is on deposit in the Redemption Accounts of the Debt Service Fund forty (40) days prior to such Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) from CID Sales Tax Revenues and other receipts exclusive of transfers from the Project Accounts of the Project Fund or the Accounts within the Escrowed CID Improvements Costs Fund. Notwithstanding anything herein to the contrary, all of the Series A Bonds shall be redeemed in full prior to the special mandatory redemption of the Series B Bonds pursuant to this **Section 303**.

(b) Each series of the Series 2012 Bonds shall be subject to special mandatory redemption and payment prior to Stated Maturity on the earliest practicable date(s), at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date thereof from funds transferred to the appropriate Redemption Account of the Debt Service Fund from the Project Fund pursuant to **Section 403(c)** or **Section 403(d)** hereof or from funds transferred to the Redemption Account of the Debt Service Fund from the Escrowed CID Improvements Costs Fund pursuant to **Section 409(d)** hereof.

(c) The Series 2012 Bonds are subject to special mandatory redemption by the Issuer, in whole but not in part, on any date in the event that moneys in the Debt Service Accounts and the Redemption Accounts of the Debt Service Fund and the Debt Service Reserve Accounts of the Debt Service Reserve Fund are sufficient to redeem all of the Series 2012 Bonds, at a Redemption Price of 100% of the Series 2012 Bonds Outstanding, together with accrued interest thereon to the date fixed for redemption.

Upon the full redemption of the Series 2012 Bonds, any Additional Bonds may be redeemed pursuant to the terms of any applicable Supplemental Indenture.

Section 304. Selection by Trustee of Bonds to be Redeemed. The Bonds may be redeemed only in Authorized Denominations or, with respect to any Additional Bonds, in such other principal amount as shall be specified in the Supplemental Indenture authorizing such Additional Bonds; provided that the Bonds to be redeemed pursuant to **Section 303(b)** hereof shall be redeemed in increments of \$5,000.

At all times that Series 2012 Bonds and Additional Bonds are Outstanding, for any optional redemption pursuant to **Section 302** hereof and comparable optional redemption provisions of the applicable Supplemental Indenture, and for any special mandatory redemption on any Interest Payment Date pursuant to **Section 303(b)(1)** hereof and comparable special mandatory redemption provisions of the applicable Supplemental Indenture, the Series A Bonds shall be redeemed in full prior to any redemption of the Series B Bonds and the Series B Bonds shall be redeemed in full prior to any redemption of any Additional Bonds.

If less than all the Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to minimum Authorized Denominations (or other authorized redemption amount for the Bonds of such series); provided that Bonds to be redeemed pursuant to **Section 303(b)** hereof shall be redeemed in increments of \$5,000.

Nothing contained herein shall prohibit the reduction of the principal amount of a Bond to a principal amount less than an Authorized Denomination as a result of mandatory redemptions pursuant to **Section 303(b)** hereof provided that the original principal amount of such Bond was in an Authorized Denomination.

The Trustee shall promptly notify the Issuer in writing of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 305. Notice and Effect of Call for Redemption. If the Issuer shall call any Bonds for redemption and payment prior to the maturity thereof, pursuant to **Section 303(a)** hereof the Issuer shall cause the Trustee to give written notice of redemption to the Bondowners of said Bonds. Each of said written notices shall be deposited in the United States first-class mail not less than 30 days and not more than 60 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date;
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Trustee; and
- (f) in the event there will be an application of credits against mandatory sinking fund installments as a result of the redemption, the effective schedule of sinking fund installments after the application of such credits.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the

Trustee receives written notice from the Issuer that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

The failure of any Bondowner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Trustee an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Trustee. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Bondowner a new Bond or Bonds of the same maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Trustee as provided herein and shall not be reissued.

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 401. Creation of Funds and Accounts. There are hereby created and ordered to be established with the Trustee the following separate funds and accounts, which funds and accounts shall be held in the custody of the Trustee pursuant to this Indenture:

(a) City of Overland Park, Kansas – Prairiefire CID No. 1 Revenue Fund (the “Revenue Fund”) and within such fund separate accounts with respect to the Series 2012 Bonds and any series of Additional Bonds.

(b) City of Overland Park, Kansas – Prairiefire CID No. 1 Project Fund (the “Project Fund”), and within such fund separate accounts with respect to the Series 2012 Bonds and any series of Additional Bonds. On the date hereof, there is created in the Project Fund a Series 2012A Project Account and a Series 2012B Project Account.

(c) City of Overland Park, Kansas – Prairiefire CID No. 1 Capitalized Interest Fund (the “Capitalized Interest Fund”), and within such fund separate accounts with respect to the Series 2012 Bonds and any series of Additional Bonds. On the date hereof,

there is created in the Capitalized Interest Fund a Series 2012A Capitalized Interest Account and a Series 2012B Capitalized Interest Account.

(d) City of Overland Park, Kansas – Prairiefire CID No. 1 Debt Service Fund (the “Debt Service Fund”) and within such fund separate accounts with respect to the Series 2012 Bonds and any series of Additional Bonds. On the date hereof, there is created in the Debt Service Fund a Series 2012A Debt Service Account and a Series 2012B Debt Service Account, a Series 2012A Redemption Account and a Series 2012B Redemption Account.

(e) City of Overland Park, Kansas – Prairiefire CID No. 1 Debt Service Reserve Fund (the “Debt Service Reserve Fund”), and within such fund separate accounts with respect to the Series 2012 Bonds and any series of Additional Bonds. On the date hereof, there is created in the Debt Service Reserve Fund a Series 2012A Debt Service Reserve Account and a Series 2012B Debt Service Reserve Account.

(f) City of Overland Park, Kansas – Prairiefire CID No. 1 Escrowed CID Improvements Costs Fund (the “Escrowed CID Improvements Costs Fund”), and within such fund separate accounts with respect to the Series 2012 Bonds. On the date hereof, there is a created in the Escrowed CID Improvements Costs Fund a Series 2012A Escrowed CID Improvements Costs Account and a Series 2012B Escrowed CID Improvements Costs Account.

(g) City of Overland Park, Kansas – Prairiefire CID No. 1 Costs of Issuance Fund (the “Costs of Issuance Fund”), and within such fund separate accounts with respect to the Series 2012 Bonds and any series of Additional Bonds. On the date hereof, there is created in the Costs of Issuance Fund a Series 2012A Costs of Issuance Account and Series 2012B Costs of Issuance Account.

(h) City of Overland Park, Kansas – Prairiefire CID No. 1 Rebate Fund (the “Rebate Fund”) and within such fund separate accounts with respect to the Series 2012 Bonds and any series of Additional Bonds. On the date hereof, there is created in the Rebate Fund a Series 2012B Rebate Account.

Said funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Trustee and shall not be commingled with any other moneys, revenues, funds and accounts of the Trustee. The funds and accounts referred to above shall be maintained and administered in the manner provided in this Indenture so long as any of the Bonds remain Outstanding hereunder.

Section 402. Deposit of Bond Proceeds.

(a) The net proceeds received from the sale of the Series A Bonds shall be deposited simultaneously with the delivery of the Series A Bonds as follows:

(1) Accrued interest, if any, received from the sale of the Series A Bonds shall be deposited in the Series 2012A Debt Service Account of the Debt Service Fund;

(2) The sum of \$_____ shall be deposited in the Series 2012A Account of the Costs of Issuance Fund;

(3) A sum equal to the Debt Service Reserve Requirement for the Series A Bonds shall be deposited in the Series 2012A Account of the Debt Service Reserve Fund;

(4) The sum of \$_____ shall be deposited in the Series 2012A Capitalized Interest Account;

(5) The sum of \$_____ shall be deposited in the Series 2012A Escrowed CID Improvements Costs Account; and

(6) The sum of \$_____ shall be deposited in the Series 2012A Project Account of the Project Fund.

(b) The net proceeds received from the sale of the Series B Bonds shall be deposited simultaneously with the delivery of the Series B Bonds as follows:

(1) Accrued interest, if any, received from the sale of the Series B Bonds shall be deposited in the Series 2012B Debt Service Account of the Debt Service Fund;

(2) The sum of \$_____ shall be deposited in the Series 2012B Account of the Costs of Issuance Fund;

(3) A sum equal to the Debt Service Reserve Requirement for the Series B Bonds shall be deposited in the Series 2012B Account of the Debt Service Reserve Fund;

(4) The sum of \$_____ shall be deposited in the Series 2012B Capitalized Interest;

(5) The sum of \$_____ shall be deposited in the Series 2012B Escrowed CID Improvements Costs Account; and

(6) The sum of \$_____ shall be deposited in the Series 2012B Project Account of the Project Fund.

Section 403. Application of Moneys in the Project Fund.

(a) *Deposits.* The Trustee shall deposit and credit to the accounts with the Project Fund, as and when received:

(1) the amounts required to be deposited therein under **Section 402** hereof;

(2) interest earnings and other income on Permitted Investments required to be deposited in the Project Fund pursuant to **Section 602** hereof;

(3) any amount required to be transferred to the Series 2012A Project Account and Series 2012B Project Account from the Escrowed CID Improvements Costs Fund pursuant to **Section 409** hereof; and

(4) any amounts required by a Supplemental Indenture authorizing the issuance of Additional Bonds to be deposited in the Project Fund, as specified in such Supplemental Indenture.

(b) ***Disbursements.*** Moneys in the Project Fund shall be used solely for the purpose of paying the CID Improvements Costs as herein provided, in accordance with the plans and specifications therefor, including any alterations in or amendments to said plans and specifications approved in accordance with the Development Agreement.

The Trustee shall disburse moneys on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for the CID Improvements Costs (other than Costs of Issuance), in each case within three Business Days after receipt by the Trustee of written disbursement requests of the Developer properly completed in all respects and in substantially the form of **Exhibit D** hereto, signed by the Authorized Developer Representative and approved by the Authorized Issuer Representative, following satisfaction of all requirements of the Development Agreement and the Master Funding Agreement for disbursal. All moneys disbursed from the Project Fund shall be applied as provided in the Development Agreement and the Master Funding Agreement.

In making payments pursuant to this Section, the Trustee may rely upon such written requests and accompanying certificates and statements and shall not be required to make any independent investigation in connection therewith. If for any reason the Issuer or the Developer should decide prior to the mailing or release of payment by the Trustee of any item not to pay such item, it shall give written notice of such decision to the Trustee and thereupon the Trustee shall not make such payment. If the Issuer so requests, a copy of each written disbursement request submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall file periodic statements of activity regarding the Project Fund with the Issuer and the Developer.

(c) ***Completion of the CID Improvements or Applicable Portion Thereof.*** The Developer, upon completion of the CID Improvements (or the applicable portion of the CID Improvements being financed with the proceeds of the applicable series of Bonds from amounts on deposit in the Project Fund), shall deliver to the Trustee, the Issuer and the Original Purchaser within 90 days thereafter a written certificate of the Authorized Developer Representative:

(1) stating that the CID Improvements (or the portion of the CID Improvements being financed with the proceeds of the applicable series of Bonds from amounts on deposit in the Project Fund) has been fully completed substantially in accordance with the plans and specifications for the CID Improvements or applicable portion thereof, and the date of completion of the CID Improvements or applicable portion thereof; and

(2) stating that he or she has made such investigation of such sources of information as are deemed by him to be necessary, including pertinent records of the Developer, and that the CID Improvements Costs or applicable portion thereof have been fully paid for and no claim or claims exist against the Issuer or the Developer or against the CID Improvements or applicable portion thereof out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Developer intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, that it shall be stated that moneys are on deposit in the Project Fund or are available through enumerated bank loans (including letters of credit) or other sources sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims; and

(3) stating if any item was added to, deleted from or substituted for the CID Improvements or applicable portion thereof and providing any documentation, certificates or opinions required by the Development Agreement and the Master Funding Agreement.

If after payment by the Trustee of all disbursement requests theretofore tendered to the Trustee under the provisions of this Section and after receipt by the Trustee of the Officer's certificate of the Authorized Developer Representative required by the preceding paragraph of this Section and after all rebatable earnings have been transferred to the Rebate Fund pursuant to **Section 405** hereof, there shall remain any moneys in the in the applicable account of the Project Fund with respect to a series of Bonds, such moneys shall be deposited and applied in the following order of priority: (a) in the Debt Service Reserve Fund to the extent necessary to attain the amount required to be on deposit therein as of the date of such deposit; (b) in the Redemption Account of the Debt Service Fund and used to redeem the applicable series of Bonds at the earliest permissible date under **Section 303** of this Indenture and if all Series 2012 Bonds have been satisfied, then to any Outstanding Additional Bonds, or, in the discretion of the Issuer, shall be applied for any other purpose that, based on an Opinion of Bond Counsel, will not cause the interest on the Series B Bonds to be includible in gross income for federal income tax purposes.

(d) ***Loss of Entitlement to Distribution of Bond Proceeds.*** If an Authorized Issuer Representative certifies to the Trustee that an event has occurred or a condition exists under the Development Agreement or the Master Funding Agreement, for which the Developer has had at least 60 days' notice which (if able to be cured) has not been

cured in accordance with the applicable provisions thereof, and which event or condition has as a consequence that the Developer is no longer entitled to the distribution of proceeds of a series of Bonds to be applied to the payment of CID Improvements Costs, all subject to any rights which the Developer may have under the applicable agreement, any balance remaining in the applicable account Project Fund, other than amounts required to be transferred to the Rebate Fund pursuant to **Section 405** hereof, and any balance remaining in the Escrowed CID Improvements Costs Fund, shall be transferred to the applicable Redemption Account of the Debt Service Fund and used to redeem the applicable series of Bonds at the earliest permissible date under **Section 303** of this Indenture, or, in the discretion of the Issuer, shall be applied for any other purpose that, based on an Opinion of Bond Counsel, will not cause the interest on any Series B Bonds to be includible in gross income for federal income tax purposes.

Section 404. Debt Service Fund.

(a) The Trustee shall make deposits and credits to the applicable account of the Debt Service Fund, as and when received, as follows:

- (1) the amounts required to be deposited therein by **Sections 402**;
- (2) any amount required to be transferred from the Debt Service Reserve Fund pursuant to **Section 407** hereof;
- (3) any amount required to be transferred from the Project Fund to the applicable Redemption Account of the Debt Service Fund upon completion of the CID Improvements or applicable portion thereof pursuant to **Section 403** hereof, and any amount required to be transferred from the Escrowed CID Improvements Costs Fund to the Redemption Accounts of the Debt Service Fund pursuant to **Section 409** hereof;
- (4) the amounts to be transferred thereto from the Capitalized Interest Fund pursuant to **Section 408** hereof;
- (5) if after payment by the Trustee of all disbursement requests theretofore tendered to the Trustee under the provisions of this Section and after receipt by the Trustee of the Completion's Certificate required by this Section and after all rebatable earnings have been transferred to the Rebate Fund pursuant to **Section 405** hereof, there shall remain any moneys in the Project Fund, such moneys shall be deposited to the appropriate Account within the following Funds and applied in the following order of priority: (a) in the Debt Service Reserve Fund to the extent necessary to attain the amount required to be on deposit therein as of the date of such deposit; (b) in the Debt Service Fund to pay the next successive principal payment on the Bonds to become due; (c) in the Debt Service Fund and used to redeem Bonds at the earliest permissible date under **Section 301** of this Indenture, or, in the discretion of the Issuer, shall be applied for any other purpose that, based on an

Opinion of Bond Counsel, will not cause the interest on the Bonds to be includible in gross income for federal income tax purposes;

(6) interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to **Section 602** hereof;

(7) any amounts required by a Supplemental Indenture authorizing the issuance of Additional Bonds to be deposited in the Debt Service Fund, as specified in such Supplemental Indenture; and

(8) all other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture, or the Financing Agreement or any other Financing Document, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

(b) The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of this Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided herein or in the Tax Compliance Agreement, moneys in the Debt Service Fund shall be expended solely as follows: (a) to pay interest on the Bonds as the same becomes due; (b) to pay principal of the Bonds as the same mature or become due and upon mandatory redemption thereof; and (c) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption prior to maturity.

(c) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

(d) The Trustee shall make any transfers from the Series A Debt Service Fund to the Rebate Fund to the extent required to do so by the Tax Compliance Agreement.

(e) The Trustee, upon the written instructions from the Issuer, shall use excess moneys in the separate accounts of the Debt Service Fund to redeem all or part of the corresponding series of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Issuer, in accordance with the provisions of **Article III** hereof, and to the extent said moneys are in excess of the amount required for payment of such series of Bonds theretofore matured or called for redemption. The Issuer may cause such excess money in the Debt Service Fund or such part thereof to be applied by the Trustee on a best efforts basis to the extent practical for the purchase of Bonds in the

open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

(f) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in this Bond Indenture), all arbitrage rebate to the United States and the fees, charges and expenses of the Trustee, any Paying Agent and the Issuer, and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the Issuer to be used in accordance with the Act.

Section 405. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Tax Compliance Agreement), for payment to the United States of America, and neither the Issuer nor the Bondowner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Tax Compliance Agreement.

(b) The Issuer shall cause the amount of any arbitrage rebate under Section 148(f) of the Code in accordance with the Tax Compliance Agreement to be determined, and the Trustee shall make payments to the United States of America at the times and in the amounts determined under the Tax Compliance Agreement. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Tax-Exempt Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Indenture, including in particular **Article XII** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Tax-Exempt Bonds.

Section 406. Application of Moneys in the Costs of Issuance Fund. Moneys in the Series A and the Series B accounts within the Costs of Issuance Fund shall be used to pay the Costs of Issuance of the appropriate series of Bonds after receipt by the Trustee of written disbursement requests signed by the Authorized Developer Representative in substantially the form of **Exhibit C** hereto. Any funds remaining in each of the accounts within the Costs of Issuance Fund, after payment of all Costs of Issuance, but not later than six (6) months after issuance of the Series 2012 Bonds, shall be transferred to the appropriate accounts within the Project Fund for such Series A Bonds or Series B Bond, as applicable.

Section 407. Application of Moneys in the Debt Service Reserve Fund. The Debt Service Reserve Fund shall be maintained in an amount equal to the Debt Service Reserve Requirement for each series of the Bonds. The Trustee shall deposit and credit to the Debt Service Reserve Fund, as and when received, as follows:

- (a) the deposit required by **Section 402** hereof;
- (b) any amounts required by a Supplemental Indenture authorizing the issuance of Additional Bonds to be deposited in the Debt Service Reserve Fund, as specified in such Supplemental Indenture; and
- (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing Documents, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Reserve Fund.

Except as otherwise provided herein, moneys in the Debt Service Reserve Fund shall be disbursed and expended by the Trustee solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds if sufficient moneys therefor are not available, first, in the Debt Service Fund, second (with respect to interest only), in the Capitalized Interest Fund, and, third, in the Escrowed CID Improvements Costs Fund. In the event the balance of moneys in the Debt Service Fund, Capitalized Interest Fund (with respect to interest only) and Escrowed CID Improvements Costs Fund are insufficient to pay principal of, interest on the appropriate series of Bonds when due and payable, moneys in the Debt Service Reserve Fund shall be transferred into the Debt Service Fund in an amount sufficient to make up such deficiency. The Trustee may use moneys in the Debt Service Reserve Fund for such purpose whether or not the amount in the Debt Service Reserve Fund at that time equals the Debt Service Reserve Requirement. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal. Moneys on deposit in the Debt Service Reserve Fund may be used to pay the final Debt Service Requirements on the Tax-Exempt Bonds at maturity, and when no Bonds remain Outstanding shall be paid to the Issuer.

The Trustee shall determine the Value of cash and Permitted Investments in the Debt Service Reserve Fund each Interest Payment Date and at the time of any withdrawal from the Debt Service Reserve Fund and at such other times as the Trustee deems appropriate. If at any time of valuation, the Value of cash and Permitted Investments on deposit in the Debt Service Reserve Fund is in excess of the Debt Service Reserve Requirement the amount of such excess shall be transferred to the Debt Service Fund. The Debt Service Reserve Requirement may be satisfied by deposits in cash or Permitted Investments.

The Trustee shall provide written notice of any drawing on the Debt Service Reserve Fund to the Issuer and the Developer within five days of such drawing.

Section 408. Capitalized Interest Fund. Moneys in the applicable account of Capitalized Interest Fund shall be transferred to the Debt Service Fund to pay interest on the corresponding series of Series 2012 Bonds during the period of construction of the CID Improvements. Any moneys remaining on deposit in the Capitalized Interest Fund after the completion of construction of the CID Improvements and receipt by the Trustee of the Completion Certificate described in **Section 403** hereof shall be transferred to the appropriate accounts of the Debt Service Fund.

Section 409. Escrowed CID Improvements Costs Fund.

(a) Moneys in the Escrowed CID Improvements Cost Fund will be available to pay debt service on the Bonds, prior to any transfer of such moneys to the Project Fund or any application of such moneys to the mandatory redemption of Bonds as described below, as follows: If on the Business Day immediately preceding an Interest Payment Date for Outstanding Bonds, or any other date on which the principal or interest on Bonds is due, the amount in the accounts within the Debt Service Fund available for such payment is less than the principal amount or interest on the applicable series of Series 2012 Bonds due on such date, after taking into account any moneys in the applicable accounts within the Capitalized Interest Fund available for such payment, the Trustee shall apply amounts from the appropriate accounts of the Escrowed CID Improvements Costs Fund to the extent necessary to make good the deficiency. The Trustee shall provide written notice of any drawing on the Escrowed CID Improvements Costs Fund for such payment within five days of such drawing. There shall be no obligation to replenish the amounts in the Escrowed CID Improvements Costs Fund after any such drawing.

(b) Moneys shall be eligible for release to the Project Fund from the Escrowed CID Improvements Costs Fund prior to the Final Escrow Release Date as follows:

(1) On or about the first Business Day of the month following the month in which the Trustee receives a certificate substantially in the form attached hereto as **Exhibit H** executed by the Authorized Developer Representative and approved by the Authorized Issuer Representative to the effect that the Escrow Release Conditions – 50% Release have been satisfied, an amount equal to 50% of the amount on deposit in the Escrowed CID Improvements Costs Fund shall be transferred from the Escrowed CID Improvements Costs Fund to the Project Fund;

(2) On or about the first Business Day of the month following the month in which the Trustee receives a certificate substantially in the form attached hereto as **Exhibit H** executed by the Authorized Developer Representative and approved by the Authorized Issuer Representative to the effect that the Escrow Release Conditions – 75% Release have been satisfied, an amount equal to (A) in the event that there has been a prior transfer of funds to the Project Fund pursuant to subsection (i) above, 50% of the remaining amount on deposit in the Escrowed CID Improvements Costs Fund or (B) in the event that there has not been a prior transfer of funds to the Project Fund pursuant to subsection (i) above, 75% of the amount on deposit in the Escrowed CID Improvements Costs Fund, shall be transferred from the Escrowed CID Improvements Costs Fund to the Project Fund; and

(3) On or about the first Business Day of the month following the month in which the Trustee receives a certificate substantially in the form attached hereto as **Exhibit H** executed by the Authorized Developer Representative and approved by the Authorized Issuer Representative to the

effect that the Escrow Release Conditions – 100% Release have been satisfied, all amounts remaining in the Escrowed CID Improvements Costs Fund shall be transferred to the appropriate accounts of the Project Fund. In addition, on the Final Escrow Release Date, provided that the Trustee has received such certificate as to satisfaction of the Escrow Release Conditions – 100% Release, all amounts remaining in the Escrowed CID Improvements Costs Fund shall be transferred to the 2012 Project Account of the Project Fund.

(c) Any amounts remaining in the Escrowed CID Improvements Costs Fund on the Final Escrow Release Date shall be transferred to the Redemption Accounts of the Debt Service Fund and applied to the redemption of the Series 2012 Bonds as provided in **Section 303(b)**.

Section 410. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at maturity, if funds sufficient to pay such Bond have been made available to the Trustee all liability of the Issuer to the Bondowner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Bondowner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within five years following the date when such Bond becomes due at maturity, the Trustee shall repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Bondowner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Trustee, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE V

COLLECTION AND APPLICATION OF REVENUES

Section 501. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the CID Sales Tax Revenues derived and collected from the Prairiefire CID No. 1 shall as and when received be paid and deposited into the Revenue Fund held by the Trustee under the Indenture. CID Sales Tax Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Issuer and shall not be commingled with any other moneys, revenues, funds and accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in **Section 502**.

Section 502. Application of Moneys in the Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will cause the Trustee on the 40th day preceding each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day)

to administer and allocate all of the moneys then held in the Revenue Fund in the following order of priority:

(a) **Rebate Fund.** There shall be deposited by the Trustee and credited to the Rebate Fund, when necessary, an amount sufficient to pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the Issuer in accordance with the Tax Compliance Agreement.

(b) **Annual Fees.** On each June 15 and December 15, the Trustee shall, from Revenues and any investment earnings thereon on deposit in the Revenue Fund pay the following Annual Fees to the extent due and payable:

(1) *first*, pay to itself, as Trustee, the sum of (i) the Trustee's semiannual fees and expenses due on such date, 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;

(2) *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;

(3) *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; and

(4) *fourth*, pay to the Issuer, the sum of (i) the annual Issuer Administrative Fee and (ii) any due and unpaid Issuer Administrative Fee.

(c) **Debt Service Fund – Interest.** There shall next be deposited by the Trustee, taking into account moneys on deposit in the Capitalized Interest Fund, an amount equal to the interest becoming due on the Bonds on the next Interest Payment Date; provided, that any amounts deposited in the Debt Service Fund as accrued interest in accordance with **Section 402** shall be credited against the amount required to be deposited therein.

(d) **Debt Service Fund – Principal.** There shall next be deposited by the Trustee to the Debt Service Fund, an amount equal to the principal, if any, becoming due on the Bonds on the next Principal Payment Date.

(e) **Debt Service Reserve Fund.** There shall next be deposited by the Trustee to the applicable account in the Debt Service Reserve Fund, if the amount on deposit is less than the Debt Service Reserve Requirement for a series of Bonds, such

amounts as are necessary to restore any deficiency in the applicable account to the Debt Service Reserve Fund.

(f) **Redemption Account.** The Trustee shall next deposit all remaining moneys held in the Revenue Fund to the Series 2012A Redemption Account of the Debt Service Fund to redeem Series A Bonds pursuant to the Special Mandatory Redemption provisions of **Section 303** of this Indenture in Authorized Denominations which shall be applied to the payment of principal of and accrued interest on all Series A Bonds which are subject to redemption on the next succeeding Interest Payment Date. Upon payment in full of the Series A Bonds, the Trustee shall deposit all remaining moneys held in the Revenue Fund to the Series 2012B Redemption Account to redeem Series B Bonds pursuant to the Special Mandatory Redemption provisions of **Section 303** of this Indenture in Authorized Denominations which shall be applied to the payment of principal of and accrued interest on all Series B Bonds which are subject to redemption on the next succeeding Interest Payment Date. Upon payment in full of the Series B Bonds, the Trustee shall deposit all remaining moneys held in the Revenue Fund to the Series B Redemption Account for any Additional Bonds to redeem the Additional Bonds pursuant to the Special Mandatory Redemption provisions of **Section 303** of this Indenture in Authorized Denominations which shall be applied to the payment of principal of and accrued interest on all Additional Bonds which are subject to redemption on the next succeeding Interest Payment Date.

Section 503. Payments Due on Saturdays, Sundays and Holidays. In any case where an Interest Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Interest Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date, and no interest shall accrue for the period after such Interest Payment Date.

ARTICLE VI

DEPOSIT AND INVESTMENT OF MONEYS

Section 601. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the funds and accounts held under this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture, and, until used or applied as herein provided, shall (except for moneys in the Rebate Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the Issuer or the Developer except as provided under **Section 602** hereof for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except to the extent such moneys are invested in Permitted Investments.

Section 602. Investment of Moneys. Moneys held in each of the funds and accounts under this Indenture shall, pursuant to written directions of the Authorized Issuer Representative, or in the absence of such direction at the discretion of the Trustee, be invested and reinvested by the Trustee in accordance with the provisions of this Indenture and the Tax Compliance

Agreement in Permitted Investments which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be needed. 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, except moneys held in any fund or account that are required to be yield restricted in accordance with the Tax Compliance Agreement, which shall be invested separately. 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 fund or account in which such moneys are originally held.

The interest accruing on each fund or account and any profit realized from such Permitted Investments (other than any amounts required to be deposited in the Rebate Fund pursuant to **Section 405** hereof) shall be credited to such fund or account, and any loss resulting from such Permitted Investments shall be charged to such fund or account; provided, that interest accruing on amounts on deposit in the Escrowed CID Improvements Costs Fund shall be credited to the Project Fund, and interest accruing on amounts on deposit in the Debt Service Reserve Fund and the Capitalized Interest Fund and shall be credited to the Debt Service Fund. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund or account for the purposes of such fund or account and the Trustee shall not be liable for any loss resulting from such investments.

ARTICLE VII

REFUNDING BONDS

Section 701. Refunding Bonds. The Issuer shall have the right to refund all of the Bonds under the provisions of any law then available. The Issuer shall have the right to refund any portion of the Bonds, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds that are not refunded, if any, upon the funds and accounts pledged under this Indenture.

ARTICLE VIII

PARTICULAR COVENANTS AND PROVISIONS

Section 801. Authority to Issue Bonds and Execute Indenture. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Kansas to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 802. Limited Obligations. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable (except to the extent paid out of Bond proceeds or the

income from the temporary investment thereof and proceeds) solely out of the CID Sales Tax Revenues, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the Issuer, the State or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any political subdivision thereof; but shall be payable solely from the CID Sales Tax Revenues and the funds provided for in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State, the Issuer or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

Section 803. Instruments of Further Assurance. The Issuer will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described. An executed counterpart of the Tax Compliance Agreement and all other documents or instruments required by the Trustee shall be delivered to and held by the Trustee.

Section 804. Performance of Covenants. The Issuer shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds, the Financing Documents to which it is a party and in all proceedings pertaining thereto.

Section 805. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Development Agreement, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Development Agreement, and the transactions relating thereto shall be open to inspection by the Issuer during business hours upon reasonable notice.

Section 806. Enforcement of Rights. The Issuer agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture in its name or in the name of the Issuer may enforce all rights of the Issuer and the Trustee and all obligations of the Developer under and pursuant to the Development Agreement and any other Financing Documents for and on behalf of the bondowners, whether or not the Issuer is in default hereunder. The Development Agreement and all other Financing Documents shall be delivered to and held by the Trustee.

Section 807. Tax Covenants.

(a) The Issuer (to the extent within its power or direction) shall not use or permit the use of any proceeds of the Tax-Exempt Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would adversely affect the exclusion of the interest on any Tax-Exempt Bond from gross income for federal income tax purposes.

(b) The Issuer agrees that so long as any of the Tax-Exempt Bonds remain Outstanding, it will comply with the provisions of the Tax Compliance Agreement applicable to the Issuer.

(c) The Trustee agrees to comply with the provisions of the Tax Compliance Agreement, and upon receipt of the Tax Compliance Agreement and any Opinion of Bond Counsel which sets forth such requirements, to comply with any statute, regulation or ruling that may apply to it as Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Tax-Exempt Bonds. The Trustee from time to time may cause a firm of attorneys, consultants or independent accountants or an investment banking firm to supply the Trustee, on behalf of the Issuer, with such information as the Trustee, on behalf of the Issuer, may request in order to determine in a manner reasonably satisfactory to the Trustee, on behalf of the Issuer, all matters relating to (a) the actuarial yields on the Tax-Exempt Bonds as the same may relate to any data or conclusions necessary to verify that the Tax-Exempt Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with rebate requirements of Section 148(f) of the Internal Revenue Code. The costs and expenses incurred by the Trustee in connection with supplying the foregoing information shall be paid as provided in **Section 1004**.

(d) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article XII** of this Indenture or any other provision of this Indenture, until the final maturity date of all Bonds Outstanding and payment thereof.

Section 808. Continuing Disclosure. Under the Continuing Disclosure Agreements, the Issuer, the Developer, the Museum Owner and the Dissemination Agent have undertaken all responsibility for compliance with continuing disclosure requirements under S.E.C. Rule 15c2-12, and the Issuer shall have no liability to the owners of the Bonds or any other person with respect to S.E.C. Rule 15c2-12. Notwithstanding any other provision of this Indenture, failure of the Issuer, the Developer, the Museum Owner or the Dissemination Agent to comply with the Continuing Disclosure Agreements shall not be considered an Event of Default under this Indenture, and the sole remedy in the event of such failure shall be such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Developer, the Museum Owner or the Dissemination Agent, as applicable, to comply with its obligations under the applicable Continuing Disclosure Agreement.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. The term “event of default,” wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Bond when such interest becomes due and payable; or

(b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or

(c) default in the performance, or breach, of any covenant or agreement of the Issuer in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of 60 days after there has been given to the Issuer and the Developer by the Trustee or to the Issuer, the Developer and the Trustee by the owners of at least 10% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Issuer shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) The filing by the Issuer of a voluntary petition in bankruptcy, or failure by the Issuer to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Issuer to carry on its operation, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of creditors, or the entry by the Issuer into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

Anything herein contained to the contrary notwithstanding, nothing herein contained shall require the Issuer to expend any funds of the Issuer to remedy any default other than CID Sales Tax Revenues pledged to the payment of the Bonds.

With regard to any alleged default concerning which notice is given to the Developer under the provisions of this Section, the Developer hereby grants the Issuer full authority for the account of the Developer to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Developer, with full

power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts in order to remedy such default.

Section 902. Exercise of Remedies by the Trustee. Upon the occurrence and continuance of any event of default under this Indenture, unless the same is waived or cured as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

(a) **Right to Bring Suit, etc.** The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Indenture, to realize on or to foreclose any of its interests or liens under this Indenture or any other Financing Document, to enforce and compel the performance of the duties and obligations of the Issuer as set forth in this Indenture and to enforce or preserve any other rights or interests of the Trustee under this Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) **Exercise of Remedies at Direction of Bondowners.** If requested in writing to do so by the owners of not less than a majority in principal amount of Bonds Outstanding and if indemnified as provided in **Section 1002(e)** of this Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Trustee shall deem most expedient in the interests of the bondowners.

(c) **Appointment of Receiver.** Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) **Suits to Protect the Trust Estate.** The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under this Indenture or be prejudicial to the interests of the bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the bondowners in any judicial proceeding to which the Issuer or the Developer is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the bondowners.

(e) **Enforcement Without Possession of Bonds.** All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other

proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 907** hereof, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) **Restoration of Positions.** If the Trustee or any bondowner has instituted any proceeding to enforce any right or remedy under this Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such bondowner, then and in every case the Issuer, the Developer, the Trustee and the bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Indenture, and thereafter all rights and remedies of the Trustee and the bondowners shall continue as though no such proceeding had been instituted.

Section 903. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the bondowners allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each bondowner to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the bondowners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under **Section 1004**.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any bondowner any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any owner thereof, or to authorize the Trustee to vote in respect of the claim of any bondowner in any such proceeding.

Section 904. Limitation on Suits by Bondowners. No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

- (a) such owner has previously given written notice to the Trustee of a continuing event of default;
- (b) the owners of not less than a majority in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee under this Indenture;
- (c) such owner or owners have offered to the Trustee indemnity as provided in **Section 1002(e)**, **Section 1002(k)** and **Section 1004** of this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other owners of Bonds, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in this Indenture, however, the owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Section 905. Control of Proceedings by Bondowners. The owners of a majority in principal amount of the Bonds Outstanding shall have the right, during the continuance of an event of default, provided indemnity has been provided to the Trustee in accordance with **Section 1002(e)**, **Section 1002(k)** and **Section 1004**:

- (a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, or otherwise; and

(b) 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 upon the Trustee under this Indenture, provided that:

(1) such direction shall not be in conflict with any rule of law or this Indenture;

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction; and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

Section 906. Application of Moneys Collected. Any moneys collected by the Trustee pursuant to this Article (after the deductions for payment of reasonable costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment of all undeducted amounts due the Trustee under **Section 1004** of this Indenture;

(b) **Second:** To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal (and premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal (and premium, if any) and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due; and

(c) **Third:** To the payment of the remainder, if any, to the Issuer or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make

payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 907. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 908. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondowners, as the case may be.

Section 909. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the Issuer, on behalf of the owners of all the Bonds waive any past default hereunder and its consequences, except a default:

(a) in the payment of the principal of (or premium, if any) or interest on any Bond; or

(b) in respect of a covenant or provision hereof which under **Article XI** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any event of default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of Trusts; Certain Duties and Responsibilities. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the following terms and conditions:

(a) Except during the continuance of an event of default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

(b) If an event of default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of its own affairs.

(c) No provision of this Indenture 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

(1) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(2) 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;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture 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.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or conveying insights and duties or affording protection to the Trustee, whether in its capacity as Trustee, Paying Agent, bond registrar or any other capacity, shall be subject to the provisions of this **Article X**.

Section 1002. Certain Rights of Trustee. Except as otherwise provided in **Section 1001** of this Indenture:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice,

request, direction, consent, order, bond, debenture, 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 shall be entitled to rely upon an Officer's Certificate as to the sufficiency of any request or direction of the Developer mentioned herein, the existence or nonexistence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been adopted by the Developer has been duly adopted, and is in full force and effect.

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate.

(d) 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.

(e) Notwithstanding anything in this Indenture to the contrary, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture whether at the request or direction of any of the bondowners pursuant to this Indenture or otherwise, unless such bondowners or other party shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the fees, advances, costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct) which might be incurred by it in connection with such rights or powers.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, 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, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee makes no representations to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Issuer or the Developer of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Issuer or the Developer under any provision of this Indenture.

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

(i) 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 Indenture. 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 602** of this Indenture.

(j) The Trustee may execute any of the trusts or powers hereunder or 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.

(k) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action.

(l) The Trustee may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the Bondowners if in the opinion of the Trustee such direction may result in environmental liability to the Trustee, in its individual capacity for which the Trustee has not received indemnity pursuant to **Section 1002** and **Section 1004** hereof from the Bondowners, and the Trustee may rely upon an Opinion of Counsel addressed to the Issuer and the Trustee in determining whether any action directed by the bondowners may result in such liability.

(m) The Trustee may inform the bondowners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists, which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to **Section 1002** and **Section 1004** hereof.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or its willful misconduct.

(o) The Trustee shall not be required to give any bond or security in respect of the execution of the said trusts and powers or otherwise in respect to the premises.

Section 1003. Notice of Defaults. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, unless the Trustee shall be specifically notified in writing of such default by the Issuer, the Developer, or the owners of at least 10% in principal

amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within 30 days after the Trustee has received notice of any default or the occurrence of any default hereunder of which the Trustee is deemed to have notice, the Trustee shall give written notice of such default by first-class mail to all owners of Bonds as shown on the bond register maintained by the Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond, the Trustee shall be protected in withholding such notice to the bondholders if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the bondowners. For the purpose of this Section, the term “default” means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 1004. Compensation and Reimbursement. The Trustee shall be entitled to payment or reimbursement:

(a) from time to time for reasonable compensation for all services (including extraordinary services if required) rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(b) except as otherwise expressly provided herein, upon its request, for all reasonable expenses, disbursements and advances reasonably incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel, as well as extraordinary costs and expenses), except any such expense, disbursement or advance as may be attributable to the Trustee’s negligence or bad faith; and

(c) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any action, suit, demand, judgment, claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

As security for the payment of such compensation, expenses, reimbursements and indemnity under this Section, the Trustee shall be secured under this Indenture by a first lien prior to the Bonds, and shall have the right to use and apply any trust moneys held by it under **Article IV** hereof.

Section 1005. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least \$50,000,000. If such entity publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such entity shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be

eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 1006. Resignation and Removal of Trustee.

(a) The Trustee may resign at any time by giving written notice thereof to the Issuer, the Developer, the Original Purchaser and each owner of Bonds Outstanding as shown by the list of bondowners required by this Indenture to be kept at the office of the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) If the Trustee has or shall acquire any conflicting interest, it shall, within 90 days after ascertaining that it has a conflicting interest, or within 30 days after receiving written notice from the Issuer that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in subsection (a).

(c) The Trustee may be removed at any time by the Issuer or by an instrument or concurrent instruments in writing delivered to the Issuer and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds.

(d) The Trustee shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the registered owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee and to the Original Purchaser. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

(e) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under **Section 1008**.

Section 1007. Appointment of Successor Trustee. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuer, or the owners of a majority in principal amount of Bonds Outstanding (if an event of default hereunder has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the Issuer and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Issuer or the bondowners. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall

have been so appointed and accepted appointment in the manner herein provided, any bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

Section 1008. Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee and the duties and obligations of the retiring Trustee shall cease and terminate; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

Section 1009. Merger, Consolidation and Succession to Business. Any bank or association into which the Trustee may be merged or with which it may be consolidated, or any bank or association resulting from any merger or consolidation to which the Trustee shall be a party, or any bank or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such bank or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 1010. Co-Trustees and Separate Trustees. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least 25% in principal amount of

the Bonds Outstanding, the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, protection, immunity, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the Issuer does not join in such appointment within 15 days after the receipt by it of a request so to do, or in case an event of default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the Issuer be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Issuer.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee.

(b) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.

(c) The Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Issuer evidenced by a resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an event of default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the written request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section.

(d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other such trustee hereunder.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other act of bondowners delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

Section 1011. Designation of Paying Agents. The Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect to the Bonds. The Issuer may, in its discretion, cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Bonds of any series, or at the principal corporate trust office of said alternate Paying Agents. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the Issuer in connection with the appointment of any successor Trustee.

Section 1012. 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 CID Bonds or any subsequent owner of Series 2012 CID Bonds requesting the same, by first class mail or electronic mail, a report containing the following information: (a) the amount of CID Sales Tax Revenues remitted to the Trustee during the semi-annual period ending on such June 15 and December 15; (b) the principal and interest on the Series 2012 CID Bonds paid during the semi-annual period ending on such June 15 and December 15; (c) the outstanding principal amount of Series 2012 CID Bonds as of the close of business on such June 15 and December 15; and (d) the then current schedule for payment of principal and interest on the Series 2012 CID Bonds.

Section 1013. Annual 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 Series 2012 CID Bonds, replenishment of any debt service reserve funds and payment of any fees of the Trustee, the Dissemination Agent, any third-party monitor engaged by the Dissemination Agent and the Rebate Analyst. (Similar reporting requirements are contained in the Issuer Continuing Disclosure Agreement.) 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 CID Sales Tax Revenues remitted by the Kansas Department of Revenue during the preceding month.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Without Consent of Bondowners. Without the consent of the owners of any Bonds, the Issuer and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or

(c) to evidence the appointment of a separate trustee or the succession of a new trustee under this Indenture; or

(d) to add to the covenants of the Issuer or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power herein conferred upon the Issuer; or

(e) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in **Section 203**; or

(f) to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in this Indenture; or

(g) to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as theretofore in effect; or

(h) to make such modifications or changes herein that are not materially adverse, in the discretion of the Trustee, to the interests of bondholders.

Section 1102. Supplemental Indentures with Consent of Bondowners. With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the Issuer and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the owners of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby:

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences; or

(c) modify the obligation of the Issuer to make payment on or provide funds for the payment of any Bond; or

(d) modify or alter the provisions of the proviso to the definition of the term “Outstanding”; or

(e) modify any of the provisions of this Section or **Section 909**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(f) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Indenture.

It shall not be necessary for the required percentage of owners of Bonds under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such act shall approve the substance thereof.

Section 1103. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the Issuer shall be entitled to receive, and, subject to **Article X**, shall be fully protected in relying upon, an Opinion of Bond Counsel addressed and delivered to the Trustee and the Issuer stating that the execution of such Supplemental Indenture is authorized and permitted by and in compliance with the terms of this Indenture and the CID Act and the delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Tax-Exempt Bonds. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise.

Section 1104. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes;

and every owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 1105. Reference in Bonds to Supplemental Indentures. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee, shall bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Issuer, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE XII

SATISFACTION AND DISCHARGE

Section 1201. Payment, Discharge and Defeasance of Bonds. Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the Issuer shall pay or provide for the payment of such Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;
- (b) by delivering such Bonds to the Trustee for cancellation; or
- (c) by depositing in trust with the Trustee or other Paying Agent Government Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with Government Obligations pursuant to subsection (c) above, subject to receipt by the Trustee of (1) a verification report in form and substance satisfactory to the Trustee prepared by independent certified public accountants, or other verification agent, satisfactory to the Trustee, and (2) an Opinion of Counsel addressed and delivered to the Trustee in form and substance satisfactory to the Trustee to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Bonds then Outstanding and any and all other amounts required to be paid under the provisions of this Indenture has been provided for in the manner set forth in this Indenture.

The foregoing notwithstanding, the liability of the Issuer in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Government Obligations deposited with the Trustee as aforesaid.

Moneys and Government Obligations so deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Government Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Government Obligations have been deposited with the Trustee.

Section 1202. Satisfaction and Discharge of Indenture. This Indenture and the lien, rights and interests created by this Indenture shall cease, determine and become null and void (except as to any surviving rights of transfer or exchange of Bonds herein provided for) if the following conditions are met:

- (a) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1201**; and
- (b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment.

Thereupon, the Trustee shall execute and deliver to the Issuer a termination statement and such instruments of satisfaction and discharge of this Indenture as may be necessary and shall pay, assign, transfer and deliver to the Issuer, or other Persons entitled thereto, all moneys, securities and other property then held by it under this Indenture as a part of the Trust Estate, other than moneys or Government Obligations held in trust by the Trustee as herein provided for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 1203. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Indenture, the rights of the Trustee under **Section 1004** shall survive, and the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of, redemption premium, if any, or interest on any Bond remaining unclaimed for six years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be deposited in the Issuer's general fund to be expended in accordance with the Act, and all liability of the Trustee or any Paying Agent or the Issuer with respect to such moneys shall thereupon cease.

ARTICLE XIII

TAX COVENANTS

Section 1301. General Covenants.

(a) The Issuer covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Tax-Exempt Bonds and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the Issuer, will not take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Tax-Exempt Bonds. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Tax-Exempt Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

(b) The Issuer covenants and agrees that (1) it will make the proceeds of the Bonds available as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Issuer in any manner, or take or omit to take any action, that would cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The Issuer covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Tax-Exempt Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or to make or finance a loan to any Person other than the State or a political subdivision thereof.

Section 1302. Rebate Covenants. The Issuer covenants and agrees that it will pay or provide for the payment from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and the Tax Compliance Agreement. This covenant shall survive payment in full or defeasance of the Bonds. The Tax Compliance Agreement may be amended or replaced if in the opinion of Bond Counsel such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Compliance Certificates and Opinions. Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Trustee an Officer’s Certificate stating that all conditions precedent, if any,

provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel, paid for by the Developer, stating that in the Opinion of Counsel rendering such opinion all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(a) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of each such individual, has made such examination or investigation as is necessary to enable such individual to express an informed opinion as to whether or not such condition or covenant has been complied with; and

(d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1402. Notices, Consents and Other Instruments by Registered Bondowners.

Any notice, consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Bondowners other than the assignment of the Bond ownership of the Bonds, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Issuer and the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Bonds, the amount or amounts, numbers and other identification of the Bonds, and the date of holding the same shall be proved by the Bond Register of the Issuer maintained by the Trustee.

In determining whether the Registered Bondowners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds registered in the name of the Issuer shall be disregarded and

deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1403. Further Authority. The officers of the Issuer, including the Mayor, City Manager, Deputy City Manager and the City Clerk, are hereby authorized and directed to execute all documents, including without limitation an agreement with the Trustee, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Indenture and to make any changes or additions in this Indenture and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Issuer's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 1404. Immunity of Officers, Directors, Members, Employees and Agents of Issuer. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture against any past, present or future officer, director, member, employee or agent of the Issuer, or of any successor public corporation, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of Bonds.

Section 1405. Limitation on Issuer Obligations. Any other term or provision in this Indenture or in any other Financing Documents or elsewhere to the contrary notwithstanding:

(a) Any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Issuer or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Indenture or any of the other Financing Documents or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively the "Obligations"), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted:

- (1) Bond proceeds and investments therefrom; and
- (2) revenues derived from the Bonds, this Indenture (including the Trust Estate to the extent provided in this Indenture);

the above provisions (1) and (2) being collectively referred to as the "exclusive sources of the Obligations".

(b) The Obligations shall not be deemed to constitute a debt or liability of the Issuer within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, but shall be payable solely from and out of the exclusive sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon the Issuer or any charge upon their general credit or taxing power.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the Issuer, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.

(d) In no event shall this Indenture be construed as:

(1) depriving the Issuer of any right or privilege; or

(2) requiring the Issuer or any member, officer, agent, employee, representative or advisor of the Issuer to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else;

which deprivation or requirement would violate or result in the Issuer's being in violation of the Act or any other applicable state or federal law.

Section 1406. Benefit of Indenture. This Indenture shall inure to the benefit of and shall be binding upon the Issuer 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 Indenture, nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed under **Section 1010** and the owners of Outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Indenture

Section 1407. Severability. If any section or other part of this Indenture, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Indenture.

Section 1408. Governing Law. This Indenture shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 1409. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1410. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following persons, upon receipt by such person if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, at the following addresses:

to Issuer: City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, KS 66208
Telephone: (913) 895-6000
Facsimile: (913) 895-5095
Attention: City Manager

to Trustee: UMB Bank, n.a., as Trustee
1010 Grand Boulevard, 4th Floor
Kansas City, MO 64106
Telephone: (816) 860-3017
Facsimile: (816) 860-3029
Attention: Corporate Trust Department

to Developer: MC Prairiefire I, LLC
c/o Merrill Companies
6240 West 135th Street
Overland Park, KS 66223
Telephone: (913) 338-3100
Facsimile: (913) 338-3103
Attention: Fred L. Merrill, Jr.

to Original Purchaser: Stifel, Nicolaus & Company Incorporated
One Financial Plaza
501 North Broadway
St. Louis, MO 63102
Telephone: (314) 342-4002
Facsimile: (314) 342-2179
Attention: James Lahay

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Notices to Bondowners shall be given by first-class mail at the address of each Bondowner as shown on the Bond Register maintained by the Trustee. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Bondowner shall affect the sufficiency of such notice with respect to the other Bondowners.

Section 1411. Electronic Storage. The parties hereto agree that 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 the Page Intentionally Left Blank

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Trust Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By: _____
Carl R. Gerlach, Mayor

(Seal)

ATTEST:

By: _____
Marian Cook
City Clerk

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Trust Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

UMB BANK, N.A.,
as Trustee

By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A
CID IMPROVEMENTS

EXHIBIT A
CID IMPROVEMENTS

Constructing, equipping and furnishing of buildings, structures, and facilities:

Vertical/Building construction of Retail and Office Facilities
Furnishings including Permanent Content for the Lobby and Discovery Room for the Museum of Prairiefire
Costs related to the American Museum of Natural History Exhibitions
Tenant Improvements

Land Acquisition & Site development costs:

Land acquisition
Grading
Excavation & Fill
Landscape & Hardscape
Wetlands / bike hike trail
Sculpture, Art, and Other Site Amenities

Transportation improvements:

Access roads
Internal drives
137th Street Construction
137th Street Traffic Signals
135th Street Improvement Costs and turn lanes

Construction and installation of utility systems and service lines:

Electric
Cable TV / telephone / data
Storm Sewer
Sanitary Sewer
Water
Underground Gas

Surface parking

Structured parking

Parking security and monitoring systems

Tenant and project signage

Parks, plazas, and landscaping of buildings and common areas

Promotion of business activity, development and retention and the recruitment of businesses:

Costs to secure tenancy
Commissions & fees for leasing, management and attractions

Architectural & engineering costs

Promotion of tourism and special events:

Media & events related to promotion of The Museum of Prairiefire and/or the American Museum of Natural History Exhibitions

Other fees and expenses:

Zoning & legal fees
Cost of financing (including all costs associated with bond issuance)
Marketing and advertising

EXHIBIT B
FORM OF BOND

EXHIBIT C

FORM OF WRITTEN REQUEST – CERTIFICATION OF EXPENDITURE

(COSTS OF ISSUANCE FUND)

Request No:

Date:

WRITTEN REQUEST

(Section 406 - COSTS OF ISSUANCE FUND)

To: UMB Bank, n.a., as Trustee
Kansas City, Missouri

Re: [\$_____ City of Overland Park, Kansas Taxable Sales Tax Revenue Bonds,
Series 2012A (Prairiefire Community Improvement District No. 1 Project)]

[\$_____ City of Overland Park, Kansas Sales Tax Revenue Bonds,
Series 2012B (Prairiefire Community Improvement District No. 1 Project)]

You are hereby requested and directed as Bond Trustee under the Trust Indenture dated as of December 1, 2012 (the “Bond Indenture”), between the City of Overland Park, Kansas and you, as Bond Trustee, to pay from moneys in the Costs of Issuance Fund, pursuant to **Section 406** of the Indenture, to the following payees the following amounts for the following Costs of Issuance (as defined in the Indenture):

| <u>Payee</u> | <u>Amount</u> | <u>Description of Costs of Issuance</u> |
|--------------|---------------|---|
|--------------|---------------|---|

The undersigned Authorized Developer Representative hereby states and certifies that each item listed above is a proper Costs of Issuance (as defined in the Indenture) that was incurred in connection with the issuance of the above-referenced Bonds, and the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

MC PRAIRIEFIRE I, LLC

By: _____
Title: Authorized Developer Representative

CITY OF OVERLAND PARK, KANSAS

By: _____
Title: Authorized City Representative

EXHIBIT D

FORM OF WRITTEN REQUEST – CERTIFICATION OF EXPENDITURE

(PROJECT FUND)

WRITTEN REQUEST

**(Section 403 – PROJECT FUND)
CERTIFICATION OF EXPENDITURE**

To: UMB Bank, n.a., as Trustee
Kansas City, Missouri

Re: [\$_____ City of Overland Park, Kansas Taxable Sales Tax Revenue Bonds,
Series 2012A (Prairiefire Community Improvement District No. 1 Project)]

[\$_____ City of Overland Park, Kansas Sales Tax Revenue Bonds,
Series 2012B (Prairiefire Community Improvement District No. 1 Project)]

You are hereby requested and directed as Bond Trustee under the Trust Indenture dated as of December 1, 2012 (the “Indenture”), between the City of Overland Park, Kansas and you, as Bond Trustee, to pay from moneys in the Project Fund, pursuant to **Section 403** of the Bond Indenture, to the Developer for payment to the following payees the following amounts for the following Transportation Project Costs (as defined in the Indenture):

| <u>Payee</u> | <u>Amount</u> | <u>Description of Transportation Project Costs</u> |
|--------------|---------------|--|
|--------------|---------------|--|

The undersigned Authorized Developer Representative hereby states and certifies that:

1. The amount to be paid is \$_____.
2. The obligation to be paid under this Written Request was properly incurred and is a proper Transportation Project Cost payable from the Project Fund.
3. With respect to items covered by this Requisition, there are no vendors’, mechanics’, or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned herein are made, or which will not be discharged before the payments requisitioned herein are made, or which will not be discharged by such payment.
4. The amount remaining in the Project Fund after the payment of this Written Request, together with other amounts reasonably expected to be available therefor, will be sufficient to pay all remaining Transportation Project Costs to be sought for reimbursement.

5. No Event of Default has occurred and is continuing and no event or condition has occurred which, with notice or passage of time or both, would constitute an Event of Default.

6. Attached hereto is a summary statement setting forth, with respect to each budget category of Transportation Project Costs in question, the then current estimate of costs relating thereto and the total amount heretofore disbursed with respect to such budget category (exclusive of the amount being requisitioned hereby).

7. Each item listed above is a valid cost under the Kansas Transportation Development District Act and a proper Transportation Project Cost (as defined in the Indenture) that was incurred in the acquisition, construction, renovation, remodeling, expansion, completion or equipping of portions of the Transportation Project in accordance with the Plans and Specifications, if required.

8. Each item listed above has not previously been paid or reimbursed from moneys in the Project Fund and no part thereof has been included in any other Written Request previously filed with the Bond Trustee under the provisions of the Indenture or reimbursed to the Developer from Bond proceeds.

MC PRAIRIEFIRE I, LLC

By: _____
Title: Authorized Developer Representative

APPROVED:

CITY OF OVERLAND PARK, KANSAS

By: _____
Title: Authorized City Representative

EXHIBIT E

FORM OF COMPLETION CERTIFICATE

To: UMB Bank, n.a., as Trustee
Attention: Corporate Trust Department
Kansas City, Missouri

Re: [\$ _____ City of Overland Park, Kansas Taxable Sales Tax Revenue Bonds,
Series 2012A (Prairiefire Community Improvement District No. 1 Project)]

[\$ _____ City of Overland Park, Kansas Sales Tax Revenue Bonds,
Series 2012B (Prairiefire Community Improvement District No. 1 Project)]

The undersigned, being an Authorized Developer Representative, in connection with the Issuer's [Taxable Sales Tax Revenue Bonds (Prairiefire Community Improvement District No. 1 Project) Series 2012A (the "Series 2012A Bonds")] [Sales Tax Revenue Bonds (Prairiefire Community Improvement District No. 1 Project) Series 2012B (the "Series 2012B Bonds")] issued pursuant to a certain Trust Indenture dated as of December 1, 2012 (the "Indenture") hereby certifies as of this __ day of _____, 2012:

1. The CID Improvements have been fully completed substantially in accordance with the plans and specifications for such CID Improvements, as such may have been amended.
2. There are no mechanic's materialmen's liens or other statutory liens on file encumbering the CID Improvements; all CID Improvements Costs (as defined in the Indenture) relating to the CID Improvements have been fully paid, and no claim or claims exist against the Issuer or the CID Improvements which could form the basis of a mechanic's, materialmen's or other statutory lien against the Project and within the past four months no such labor or materials have been furnished which have not been paid for.
3. All moneys remaining in the Project Fund being held by the Trustee under the Indenture should be transferred to the Debt Service Fund being held by the Trustee under the Indenture as required by **Section 404** of the Indenture, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Developer Representative has signed this certificate, and states, under penalty of perjury, that the statements of fact made in this certificate are true and correct.

MC PRAIRIEFIRE I, LLC

By: _____
Title: Authorized Developer Representative

EXHIBIT F

FORM OF INDIVIDUAL ACCREDITED INVESTOR LETTER

City of Overland Park, Kansas
Taxable Sales Tax Revenue Bonds
Series 2012A
(Prairiefire Community Improvement District No. 1 Project)

OR

City of Overland Park, Kansas
Sales Tax Revenue Bonds
Series 2012B
(Prairiefire Community Improvement District No. 1 Project)

_____, 20__

City of Overland Park, Kansas
Overland Park, Kansas

Stifel, Nicolaus & Company, Inc.
St. Louis, Missouri

Ladies and Gentlemen:

In connection with the purchase by the undersigned (the "Purchaser") of \$_____ in principal amount of the above-described Bonds (the "Series 2012 CID Bonds") of the City of Overland Park, Kansas (the "Issuer"), the Purchaser hereby represents and agrees to the terms of this Investment Letter. The Series 2012 CID Bonds are authorized and issued under the Trust Indenture dated as of December 1, 2012 (the "Indenture"), by and between the Issuer and UMB Bank, n.a. (the "Trustee"). The undersigned acknowledges receipt and review of the Official Statement dated _____, 2012 (the "Official Statement") relating to the Series 2012 CID Bonds. The undersigned hereby certifies in conjunction with its purchase of the Series 2012 CID Bonds that:

1. The Purchaser is an Individual Accredited Investor (as defined in Rule 501(A)(5) or (6) under the Securities Act of 1933, as follows (check the applicable box(es)):

- A natural person whose individual net worth as of the date hereof (including the net worth of the Purchaser's spouse if the Purchaser is married) exceeds \$1,000,000. For purposes of this document, the term "net worth" shall not include the value of, or the amount of indebtedness secured by, the primary residence of the Purchaser; provided, however, if the primary residence is secured by indebtedness in an amount in excess of

the value of such residence, such excess indebtedness shall be deducted from the Purchaser's net worth.

- A natural person who had an individual income that exceeded \$200,000 or joint income with his or her spouse in excess of \$300,000 in each of the two most recent years and reasonably expects that in the current year his or her or their income will reach the same level. For purposes of this document, the term "income" shall mean adjusted gross income, as reported or to be reported for Federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) amounts contributed to an Individual Retirement Account (as defined by the Internal Revenue Code (the "Code")) or Keough retirement plan, (ii) any deductions for depletion (pursuant to Section 611 et seq. of the Code), (iii) the amount of any tax-exempt interest (pursuant to Section 103 of the Code) received, (iv) any losses claimed as a limited partner of a limited partnership (as reported in Schedule E of Form 1040); (v) alimony paid, and (vi) any elective contributions to a cash or deferred arrangement under Section 401(k) of the Code.

2. The Purchaser understands and acknowledges that the Series 2012 CID Bonds may be sold, transferred or otherwise disposed of only to an entity that is a "Qualified Institutional Buyer" (as defined in Rule 144A of the Securities Act of 1933 or an "Accredited Investor" as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933. Purchaser further understands and acknowledges that until such time as the conditions for release of moneys from the Escrowed CID Improvements Costs Fund to the Project Fund set forth under the definition of Escrow Release Conditions – 100% Release have been satisfied in full, any Individual Accredited Investor purchasing any Series 2012 CID Bond must deliver, or cause to be delivered by the Underwriter, to the Trustee an investor letter substantially in the form of this Investment Letter.

3. The Purchaser understands and acknowledges that the Series 2012 CID Bonds have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other applicable securities law, are being offered for sale in transactions not requiring registration under the Securities Act, and may not be offered, sold, pledged or otherwise transferred except in compliance with terms of the Indenture and the registration requirements of the Securities Act or any other applicable securities laws or pursuant to an exemption therefrom.

4. The Purchaser understands that no credit rating has been sought or obtained with respect to the Series 2012 CID Bonds, and the Purchaser acknowledges that the Series 2012 CID Bonds are a speculative investment and that there is a high degree of risk in such investment.

5. The Purchaser has been provided with such information concerning the Project and the Developer (as such terms are defined in the Official Statement) as it has requested and that it deems necessary in its decision to purchase the Series 2012 CID Bonds. The Purchaser has reviewed the Official Statement. The Purchaser has had an opportunity to make inquiries of

such officers, employees, agents and attorneys of the Developer and the Issuer as it considers appropriate in connection with its purchase of the Series 2012 CID Bonds.

6. The Purchaser understands that the Series 2012 CID Bonds are secured only by the Revenues, as described in the Indenture, that the Series 2012 CID Bonds will never constitute a general obligation of the Issuer, the State of Kansas or any political subdivision thereof, and that no right exists to have taxes levied by the Issuer, the State of Kansas or any political subdivision thereof for the payment of principal of or interest on the Series 2012 CID Bonds. The Series 2012 CID Bonds are special, limited obligations of the Issuer payable (except to the extent paid out of CID Bond proceeds or the income from the temporary investment thereof) solely out of the Trust Estate including, with respect to the CID Bonds, the Revenues, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the CID Bonds, as provided in the Indenture.

7. The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of prospective investments. In reaching the conclusion that it desires to acquire the Series 2012 CID Bonds, the Purchaser has carefully evaluated all risks associated with this purchase and acknowledges that it is able to bear the economic risk of this purchase.

8. The Purchaser understands that it may need to bear the risks of this investment for an indefinite time since any sale prior to the maturity of the Series 2012 CID Bonds may not be possible or may be at a price below that which the Purchaser is paying for the Series 2012 CID Bonds.

9. The Series 2012 CID Bonds have been purchased for the Purchaser's own account for investment and not with a view to the distribution, transfer or resale thereof, provided that the disposition of the Series 2012 CID Bonds shall at all times be within the Purchaser's sole control.

10. The Purchaser acknowledges that the Issuer, Bond Counsel, the Underwriter and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

11. This Investment Letter will constitute an agreement with respect to the matters herein contained as of the date hereof.

The foregoing representations shall survive the execution and delivery of the Series 2012 CID Bonds to the Purchaser and the instruments and documents contemplated thereby.

Sincerely yours,

[INVESTOR]

Name _____

EXHIBIT G

PROJECTED CASE 1 REDEMPTION SCHEDULE

EXHIBIT G

PROJECTED CASE 1 REDEMPTION SCHEDULE

| Projected Case 1 Redemption Schedule* | | | | | | | | | | | |
|---------------------------------------|----------------------|--------------------------------|---------------------------|------------------------------|--------------------------------|---------------------------|----------------------|--------------------------------|---------------------------|---------------------------|-------------------|
| Series 2012A Bonds Maturing: | | | December 15, 2022 | Series 2012B Bonds Maturing: | | | December 15, 2028 | Series 2012B Bonds Maturing: | | | December 15, 2034 |
| Redemptions | | | | | | | | | | | |
| As of | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | Cumulative Redemptions | |
| 15-Jun-13 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-13 | - | - | - | - | - | - | - | - | - | - | |
| 15-Jun-14 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-14 | 320,000 | - | 320,000 | - | - | - | - | - | - | - | |
| 15-Jun-15 | 185,000 | - | 505,000 | - | - | - | - | - | - | - | |
| 15-Dec-15 | 325,000 | - | 830,000 | - | - | - | - | - | - | - | |
| 15-Jun-16 | 325,000 | - | 1,155,000 | - | - | - | - | - | - | - | |
| 15-Dec-16 | 365,000 | - | 1,520,000 | - | - | - | - | - | - | - | |
| 15-Jun-17 | 380,000 | - | 1,900,000 | - | - | - | - | - | - | - | |
| 15-Dec-17 | 350,000 | - | 2,250,000 | 60,000 | - | 60,000 | - | - | - | - | |
| 15-Jun-18 | - | - | - | 420,000 | - | 480,000 | - | - | - | - | |
| 15-Dec-18 | - | - | - | 445,000 | - | 925,000 | - | - | - | - | |
| 15-Jun-19 | - | - | - | 450,000 | - | 1,375,000 | - | - | - | - | |
| 15-Dec-19 | - | - | - | 475,000 | - | 1,850,000 | - | - | - | - | |
| 15-Jun-20 | - | - | - | 495,000 | - | 2,345,000 | - | - | - | - | |
| 15-Dec-20 | - | - | - | 515,000 | - | 2,860,000 | - | - | - | - | |
| 15-Jun-21 | - | - | - | 530,000 | - | 3,390,000 | - | - | - | - | |
| 15-Dec-21 | - | - | - | 210,000 | - | 3,600,000 | 350,000 | - | 350,000 | - | |
| 15-Jun-22 | - | - | - | - | - | - | 580,000 | - | 930,000 | - | |
| 15-Dec-22 | - | - | - | - | - | - | 610,000 | - | 1,540,000 | - | |
| 15-Jun-23 | - | - | - | - | - | - | 635,000 | - | 2,175,000 | - | |
| 15-Dec-23 | - | - | - | - | - | - | 665,000 | - | 2,840,000 | - | |
| 15-Jun-24 | - | - | - | - | - | - | 680,000 | - | 3,520,000 | - | |
| 15-Dec-24 | - | - | - | - | - | - | 715,000 | - | 4,235,000 | - | |
| 15-Jun-25 | - | - | - | - | - | - | 740,000 | - | 4,975,000 | - | |
| 15-Dec-25 | - | - | - | - | - | - | 775,000 | - | 5,750,000 | - | |
| 15-Jun-26 | - | - | - | - | - | - | 805,000 | - | 6,555,000 | - | |
| 15-Dec-26 | - | - | - | - | - | - | 1,825,000 | - | 8,380,000 | - | |
| 15-Jun-27 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-27 | - | - | - | - | - | - | - | - | - | - | |
| 15-Jun-28 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-28 | - | - | - | - | - | - | - | - | - | - | |
| 15-Jun-29 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-29 | - | - | - | - | - | - | - | - | - | - | |
| 15-Jun-30 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-30 | - | - | - | - | - | - | - | - | - | - | |
| 15-Jun-31 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-31 | - | - | - | - | - | - | - | - | - | - | |
| 15-Jun-32 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-32 | - | - | - | - | - | - | - | - | - | - | |
| 15-Jun-33 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-33 | - | - | - | - | - | - | - | - | - | - | |
| 15-Jun-34 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-34 | - | - | - | - | - | - | - | - | - | - | |
| Average Life | 3.599 | yrs | | 7.138 | yrs | | 12.022 | yrs | | | |

* Preliminary; Subject to Change

| Projected Case II Redemption Schedule* | | | | | | | | | | | |
|--|-------------------|-----------------------------|------------------------|------------------------------|-----------------------------|------------------------|-------------------|------------------------------|------------------------|---|-------------------|
| Series 2012A Bonds Maturing: | | | December 15, 2022 | Series 2012B Bonds Maturing: | | | December 15, 2028 | Series 2012B Bonds Maturing: | | | December 15, 2034 |
| Redemptions | | | | Redemptions | | | | Redemptions | | | |
| As of | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | | |
| 15-Jun-13 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-13 | - | - | - | - | - | - | - | - | - | - | |
| 15-Jun-14 | - | - | - | - | - | - | - | - | - | - | |
| 15-Dec-14 | 100,000 | - | 100,000 | - | - | - | - | - | - | - | |
| 15-Jun-15 | 5,000 | - | 105,000 | - | - | - | - | - | - | - | |
| 15-Dec-15 | 110,000 | - | 215,000 | - | - | - | - | - | - | - | |
| 15-Jun-16 | 95,000 | - | 310,000 | - | - | - | - | - | - | - | |
| 15-Dec-16 | 125,000 | - | 435,000 | - | - | - | - | - | - | - | |
| 15-Jun-17 | 135,000 | - | 570,000 | - | - | - | - | - | - | - | |
| 15-Dec-17 | 150,000 | - | 720,000 | - | - | - | - | - | - | - | |
| 15-Jun-18 | 155,000 | - | 875,000 | - | - | - | - | - | - | - | |
| 15-Dec-18 | 165,000 | - | 1,040,000 | - | - | - | - | - | - | - | |
| 15-Jun-19 | 170,000 | - | 1,210,000 | - | - | - | - | - | - | - | |
| 15-Dec-19 | 180,000 | - | 1,390,000 | - | - | - | - | - | - | - | |
| 15-Jun-20 | 190,000 | - | 1,580,000 | - | - | - | - | - | - | - | |
| 15-Dec-20 | 200,000 | - | 1,780,000 | - | - | - | - | - | - | - | |
| 15-Jun-21 | 210,000 | - | 1,990,000 | - | - | - | - | - | - | - | |
| 15-Dec-21 | 230,000 | - | 2,220,000 | - | - | - | - | - | - | - | |
| 15-Jun-22 | 30,000 | - | 2,250,000 | 200,000 | - | 200,000 | - | - | - | - | |
| 15-Dec-22 | - | - | - | 250,000 | - | 450,000 | - | - | - | - | |
| 15-Jun-23 | - | - | - | 260,000 | - | 710,000 | - | - | - | - | |
| 15-Dec-23 | - | - | - | 275,000 | - | 985,000 | - | - | - | - | |
| 15-Jun-24 | - | - | - | 280,000 | - | 1,265,000 | - | - | - | - | |
| 15-Dec-24 | - | - | - | 295,000 | - | 1,560,000 | - | - | - | - | |
| 15-Jun-25 | - | - | - | 305,000 | - | 1,865,000 | - | - | - | - | |
| 15-Dec-25 | - | - | - | 325,000 | - | 2,190,000 | - | - | - | - | |
| 15-Jun-26 | - | - | - | 335,000 | - | 2,525,000 | - | - | - | - | |
| 15-Dec-26 | - | - | - | 355,000 | - | 2,880,000 | - | - | - | - | |
| 15-Jun-27 | - | - | - | 365,000 | - | 3,245,000 | - | - | - | - | |
| 15-Dec-27 | - | - | - | 355,000 | - | 3,600,000 | 30,000 | - | 30,000 | - | |
| 15-Jun-28 | - | - | - | - | - | - | 400,000 | - | 430,000 | - | |
| 15-Dec-28 | - | - | - | - | - | - | 420,000 | - | 850,000 | - | |
| 15-Jun-29 | - | - | - | - | - | - | 425,000 | - | 1,275,000 | - | |
| 15-Dec-29 | - | - | - | - | - | - | 445,000 | - | 1,720,000 | - | |
| 15-Jun-30 | - | - | - | - | - | - | 465,000 | - | 2,185,000 | - | |
| 15-Dec-30 | - | - | - | - | - | - | 490,000 | - | 2,675,000 | - | |
| 15-Jun-31 | - | - | - | - | - | - | 505,000 | - | 3,180,000 | - | |
| 15-Dec-31 | - | - | - | - | - | - | 530,000 | - | 3,710,000 | - | |
| 15-Jun-32 | - | - | - | - | - | - | 550,000 | - | 4,260,000 | - | |
| 15-Dec-32 | - | - | - | - | - | - | 580,000 | - | 4,840,000 | - | |
| 15-Jun-33 | - | - | - | - | - | - | 600,000 | - | 5,440,000 | - | |
| 15-Dec-33 | - | - | - | - | - | - | 630,000 | - | 6,070,000 | - | |
| 15-Jun-34 | - | - | - | - | - | - | 650,000 | - | 6,720,000 | - | |
| 15-Dec-34 | - | - | - | - | - | - | 1,660,000 | - | 8,380,000 | - | |
| Average Life | 6.252 | yrs | | 12.501 | yrs | | 19.395 | yrs | | | |

* Preliminary, Subject to Change

| Projected Case III Redemption Schedule* | | | | | | | | | | | |
|---|-------------------|-----------------------------|------------------------|------------------------------|-----------------------------|------------------------|-------------------|------------------------------|------------------------|--|-------------------|
| Series 2012A Bonds Maturing: | | | December 15, 2022 | Series 2012B Bonds Maturing: | | | December 15, 2028 | Series 2012B Bonds Maturing: | | | December 15, 2034 |
| As of | Redemptions | | | Redemptions | | | Redemptions | | | | |
| | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | | |
| 15-Jun-13 | - | - | - | - | - | - | - | - | - | | |
| 15-Dec-13 | - | - | - | - | - | - | - | - | - | | |
| 15-Jun-14 | - | 65,000 | 65,000 | - | 355,000 | 355,000 | - | - | - | | |
| 15-Dec-14 | - | - | 65,000 | - | - | 355,000 | - | - | - | | |
| 15-Jun-15 | - | - | 65,000 | - | - | 355,000 | - | - | - | | |
| 15-Dec-15 | - | - | 65,000 | - | - | 355,000 | - | - | - | | |
| 15-Jun-16 | 40,000 | - | 105,000 | - | - | 355,000 | - | - | - | | |
| 15-Dec-16 | 120,000 | - | 225,000 | - | - | 355,000 | - | - | - | | |
| 15-Jun-17 | 135,000 | - | 360,000 | - | - | 355,000 | - | - | - | | |
| 15-Dec-17 | 145,000 | - | 505,000 | - | - | 355,000 | - | - | - | | |
| 15-Jun-18 | 150,000 | - | 655,000 | - | - | 355,000 | - | - | - | | |
| 15-Dec-18 | 165,000 | - | 820,000 | - | - | 355,000 | - | - | - | | |
| 15-Jun-19 | 165,000 | - | 985,000 | - | - | 355,000 | - | - | - | | |
| 15-Dec-19 | 180,000 | - | 1,165,000 | - | - | 355,000 | - | - | - | | |
| 15-Jun-20 | 185,000 | - | 1,350,000 | - | - | 355,000 | - | - | - | | |
| 15-Dec-20 | 200,000 | - | 1,550,000 | - | - | 355,000 | - | - | - | | |
| 15-Jun-21 | 205,000 | - | 1,755,000 | - | - | 355,000 | - | - | - | | |
| 15-Dec-21 | 225,000 | - | 1,980,000 | - | - | 355,000 | - | - | - | | |
| 15-Jun-22 | 230,000 | - | 2,210,000 | - | - | 355,000 | - | - | - | | |
| 15-Dec-22 | 40,000 | - | 2,250,000 | 205,000 | - | 560,000 | - | - | - | | |
| 15-Jun-23 | - | - | - | 255,000 | - | 815,000 | - | - | - | | |
| 15-Dec-23 | - | - | - | 270,000 | - | 1,085,000 | - | - | - | | |
| 15-Jun-24 | - | - | - | 275,000 | - | 1,360,000 | - | - | - | | |
| 15-Dec-24 | - | - | - | 295,000 | - | 1,655,000 | - | - | - | | |
| 15-Jun-25 | - | - | - | 300,000 | - | 1,955,000 | - | - | - | | |
| 15-Dec-25 | - | - | - | 320,000 | - | 2,275,000 | - | - | - | | |
| 15-Jun-26 | - | - | - | 325,000 | - | 2,600,000 | - | - | - | | |
| 15-Dec-26 | - | - | - | 350,000 | - | 2,950,000 | - | - | - | | |
| 15-Jun-27 | - | - | - | 360,000 | - | 3,310,000 | - | - | - | | |
| 15-Dec-27 | - | - | - | 290,000 | - | 3,600,000 | 90,000 | - | 90,000 | | |
| 15-Jun-28 | - | - | - | - | - | - | 395,000 | - | 485,000 | | |
| 15-Dec-28 | - | - | - | - | - | - | 415,000 | - | 900,000 | | |
| 15-Jun-29 | - | - | - | - | - | - | 420,000 | - | 1,320,000 | | |
| 15-Dec-29 | - | - | - | - | - | - | 440,000 | - | 1,760,000 | | |
| 15-Jun-30 | - | - | - | - | - | - | 455,000 | - | 2,215,000 | | |
| 15-Dec-30 | - | - | - | - | - | - | 480,000 | - | 2,695,000 | | |
| 15-Jun-31 | - | - | - | - | - | - | 500,000 | - | 3,195,000 | | |
| 15-Dec-31 | - | - | - | - | - | - | 525,000 | - | 3,720,000 | | |
| 15-Jun-32 | - | - | - | - | - | - | 545,000 | - | 4,265,000 | | |
| 15-Dec-32 | - | - | - | - | - | - | 570,000 | - | 4,835,000 | | |
| 15-Jun-33 | - | - | - | - | - | - | 590,000 | - | 5,425,000 | | |
| 15-Dec-33 | - | - | - | - | - | - | 620,000 | - | 6,045,000 | | |
| 15-Jun-34 | - | - | - | - | - | - | 645,000 | - | 6,690,000 | | |
| 15-Dec-34 | - | - | - | - | - | - | 1,690,000 | - | 8,380,000 | | |
| Average Life | 6.889 | yrs | | 11.567 | yrs | | 19.380 | rs | | | |

* Preliminary; Subject to Change

| Projected Case IV Redemption Schedule* | | | | | | | | | | | |
|--|-------------------|-----------------------------|------------------------|------------------------------|-----------------------------|------------------------|-------------------|------------------------------|------------------------|--|-------------------|
| Series 2012A Bonds Maturing: | | | December 15, 2022 | Series 2012B Bonds Maturing: | | | December 15, 2028 | Series 2012B Bonds Maturing: | | | December 15, 2034 |
| As of | Redemptions | | | Redemptions | | | Redemptions | | | | |
| | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | Special Mandatory | Project Fund or Escrow Fund | Cumulative Redemptions | | |
| 15-Jun-13 | - | - | - | - | - | - | - | - | - | | |
| 15-Dec-13 | - | - | - | - | - | - | - | - | - | | |
| 15-Jun-14 | - | 130,000 | 130,000 | - | 715,000 | 715,000 | - | - | - | | |
| 15-Dec-14 | - | - | 130,000 | - | - | 715,000 | - | - | - | | |
| 15-Jun-15 | - | - | 130,000 | - | - | 715,000 | - | - | - | | |
| 15-Dec-15 | - | - | 130,000 | - | - | 715,000 | - | - | - | | |
| 15-Jun-16 | 30,000 | - | 160,000 | - | - | 715,000 | - | - | - | | |
| 15-Dec-16 | 120,000 | - | 280,000 | - | - | 715,000 | - | - | - | | |
| 15-Jun-17 | 125,000 | - | 405,000 | - | - | 715,000 | - | - | - | | |
| 15-Dec-17 | 140,000 | - | 545,000 | - | - | 715,000 | - | - | - | | |
| 15-Jun-18 | 145,000 | - | 690,000 | - | - | 715,000 | - | - | - | | |
| 15-Dec-18 | 160,000 | - | 850,000 | - | - | 715,000 | - | - | - | | |
| 15-Jun-19 | 155,000 | - | 1,005,000 | - | - | 715,000 | - | - | - | | |
| 15-Dec-19 | 170,000 | - | 1,175,000 | - | - | 715,000 | - | - | - | | |
| 15-Jun-20 | 180,000 | - | 1,355,000 | - | - | 715,000 | - | - | - | | |
| 15-Dec-20 | 190,000 | - | 1,545,000 | - | - | 715,000 | - | - | - | | |
| 15-Jun-21 | 195,000 | - | 1,740,000 | - | - | 715,000 | - | - | - | | |
| 15-Dec-21 | 215,000 | - | 1,955,000 | - | - | 715,000 | - | - | - | | |
| 15-Jun-22 | 220,000 | - | 2,175,000 | - | - | 715,000 | - | - | - | | |
| 15-Dec-22 | 75,000 | - | 2,250,000 | 165,000 | - | 880,000 | - | - | - | | |
| 15-Jun-23 | - | - | - | 240,000 | - | 1,120,000 | - | - | - | | |
| 15-Dec-23 | - | - | - | 260,000 | - | 1,380,000 | - | - | - | | |
| 15-Jun-24 | - | - | - | 265,000 | - | 1,645,000 | - | - | - | | |
| 15-Dec-24 | - | - | - | 280,000 | - | 1,925,000 | - | - | - | | |
| 15-Jun-25 | - | - | - | 290,000 | - | 2,215,000 | - | - | - | | |
| 15-Dec-25 | - | - | - | 305,000 | - | 2,520,000 | - | - | - | | |
| 15-Jun-26 | - | - | - | 315,000 | - | 2,835,000 | - | - | - | | |
| 15-Dec-26 | - | - | - | 335,000 | - | 3,170,000 | - | - | - | | |
| 15-Jun-27 | - | - | - | 345,000 | - | 3,515,000 | - | - | - | | |
| 15-Dec-27 | - | - | - | 85,000 | - | 3,600,000 | 280,000 | - | 280,000 | | |
| 15-Jun-28 | - | - | - | - | - | - | 380,000 | - | 660,000 | | |
| 15-Dec-28 | - | - | - | - | - | - | 400,000 | - | 1,060,000 | | |
| 15-Jun-29 | - | - | - | - | - | - | 400,000 | - | 1,460,000 | | |
| 15-Dec-29 | - | - | - | - | - | - | 425,000 | - | 1,885,000 | | |
| 15-Jun-30 | - | - | - | - | - | - | 440,000 | - | 2,325,000 | | |
| 15-Dec-30 | - | - | - | - | - | - | 465,000 | - | 2,790,000 | | |
| 15-Jun-31 | - | - | - | - | - | - | 480,000 | - | 3,270,000 | | |
| 15-Dec-31 | - | - | - | - | - | - | 505,000 | - | 3,775,000 | | |
| 15-Jun-32 | - | - | - | - | - | - | 520,000 | - | 4,295,000 | | |
| 15-Dec-32 | - | - | - | - | - | - | 555,000 | - | 4,850,000 | | |
| 15-Jun-33 | - | - | - | - | - | - | 565,000 | - | 5,415,000 | | |
| 15-Dec-33 | - | - | - | - | - | - | 600,000 | - | 6,015,000 | | |
| 15-Jun-34 | - | - | - | - | - | - | 620,000 | - | 6,635,000 | | |
| 15-Dec-34 | - | - | - | - | - | - | 1,745,000 | - | 8,380,000 | | |
| Average Life | 6.783 | yrs | | 10.350 | yrs | | 19.315 | yrs | | | |

* Preliminary; Subject to Change

EXHIBIT H

CERTIFICATE AS TO SATISFACTION OF ESCROW RELEASE CONDITIONS