

FORM OF CITY'S CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement, dated as of May 1, 2010 (this "Continuing Disclosure Agreement"), is executed and delivered by and between the City of Overland Park, Kansas (the "City") and UMB Bank, N.A., as trustee and dissemination agent (the "Trustee" and "Dissemination Agent"), in connection with the issuance by the City of its Transportation Development District Sales Tax Revenue Bonds, Series 2010 (Oak Park Mall Project) (the "Bonds"). The Bonds are being issued pursuant to a Trust Indenture dated as of May 1, 2010 (the "Indenture"), by and between the City and the Trustee. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Indenture.

Section 1. Purpose of Agreement. This Continuing Disclosure Agreement is being executed and delivered by the City for the benefit of the Registered Owners of the Bonds (for such purpose beneficial owners of the Bonds shall also be considered Registered Owners of the Bonds) and to assist Oppenheimer & Co., Inc. (the "Underwriter") in complying with paragraph (b)(5) of Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12) (the "Rule").

Section 2. Defined Terms.

"EMMA" means the MSRB's Electronic Municipal Market Access System, with a portal at <http://emma.msrb.org>.

"MSRB" means the Municipal Securities Rulemaking Board. The current address of the MSRB is Suite 600, 1900 Duke Street, Alexandria, Virginia 22314; Facsimile: (703) 797 6700.

Section 3. Annual Financial Information and Operating Data. The City, as the "obligated person" for purposes of the Rule, hereby agrees to provide or cause to be provided at least annually to EMMA, or any other filing system approved by the Securities and Exchange Commission for transmission of continuing disclosure filings under the Rule, as of the end of each calendar year an update of the amount of TDD Sales Taxes remitted by the State of Kansas to the City. This information shall provide monthly totals of the TDD Sales Taxes received by the City and deposited with the Trustee.

The City shall also provide the Comprehensive Annual Financial Report of the City for the prior Fiscal Year, which contains financial information and data similar to the information contained in Appendix F of the Official Statement relating to the Bonds.

The Annual Report described above will be filed with the Dissemination Agent no later than 120 days after the end of the fiscal year of the City, beginning with the City's fiscal year ending December 31, 2010, and may be provided in one document or in multiple documents.

All or any portion of the Annual Report may be provided by way of cross reference to other documents previously provided to EMMA or any other filing system approved by the Securities and Exchange Commission, or filed with the U.S. Securities and Exchange Commission. If the cross referenced document is a final official statement within the meaning of the Rule, it shall be available from the MSRB.

Section 4. Failure To File Annual Report. The Dissemination Agent agrees to provide or cause to be provided, in a timely manner, (a) to EMMA or (b) any filing system approved by the Securities and Exchange Commission, notice of a failure by the City to provide the Report described in Section 3 above on or prior to the date specified in Section 3.

Section 5. Material Events. The City agrees to provide or cause to be provided, in a timely manner (provided that notice of clauses (h) and (i) need not be given prior to notice to the Registered Owners as provided in the Indenture), (i) to EMMA or (ii) any other filing system approved by the Securities and Exchange Commission, notice of the occurrence of any of the following events with respect to the Bonds, if material under applicable federal securities laws:

- (a) principal and interest payment delinquencies;
 - (b) nonpayment related defaults;
 - (c) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (d) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (e) substitution of credit or liquidity providers, or their failure to perform;
 - (f) adverse tax opinions or events affecting the tax exempt status of the Bonds;
 - (g) modifications to rights of the Registered Owners;
 - (h) Bond calls (other than mandatory sinking fund redemptions);
 - (i) defeasances;
 - (j) release, substitution, or sale of property securing repayment of the Bonds;
- and
- (k) rating changes.

Each material event notice shall be so captioned and shall prominently state the date, title and (to the extent less than all of the Bonds are affected by the related material event) CUSIP numbers of the Bonds.

The City may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, but the City does not undertake any commitment to provide such notice of any event except those events listed above.

Section 6. Dissemination Agent. The City has engaged the Trustee to assist the City in disseminating information hereunder (the “Dissemination Agent”). The City shall send the Annual Report required by Section 3 hereof, Event Notices required by Section 5 hereof, to the

Dissemination Agent, and notices of amendment or waiver required by Section 9 hereof. The Dissemination Agent shall, within 30 days of receipt of such Annual Financial Information, Operating Date and Event Notices, forward such information to (a) EMMA or any other filing system approved by the Securities and Exchange Commission, as appropriate; and (b) any Registered or Beneficial Owner of the Bonds who requests such information in writing to the Dissemination Agent or the City. The City agrees to pay any costs incurred as a result of disseminating information to any requesting Registered or Beneficial Owners of the Bonds. The City may discharge the Dissemination Agent or any successor Dissemination Agent with or without appointing a successor Dissemination Agent. The Dissemination Agent shall have no duty to review the materials described in this paragraph prior to disseminating such materials.

Section 7. Termination of Obligations. Pursuant to paragraph (b)(5)(iii) of the Rule, the City's obligation to provide the Annual Report and notice of material events, as set forth herein, shall terminate if and when the City no longer remains an obligated person with respect to the Bonds, which shall occur upon either payment of the Bonds in full or the legal defeasance of the Bonds in accordance with the Indenture.

Section 8. Enforceability and Remedies. This Continuing Disclosure Agreement is intended to be for the sole benefit of the Registered Owners of the Bonds (for such purpose beneficial owners of the Bonds shall also be considered Registered Owners of the Bonds) and the Underwriter and shall create no rights in any other person or entity.

This Continuing Disclosure Agreement shall be enforceable by or on behalf of any such Registered Owner of the Bonds; provided that the right of any Registered Owner to challenge the timely filing, failure to file or the adequacy of the information furnished pursuant to this Continuing Disclosure Agreement shall be limited to an action by or on behalf of Registered Owners representing at least 25% of the aggregate outstanding principal amount of the Bonds. This Continuing Disclosure Agreement is also enforceable on behalf of the Registered Owners of the Bonds by the Trustee, and the Trustee may, and upon the written direction of the Registered Owners of not less than 25% of the aggregate outstanding principal amount of the Bonds or the Underwriter shall, proceed to protect and enforce the rights of the Registered Owners of the Bonds pursuant to this Continuing Disclosure Agreement; provided that in all cases the Trustee shall be entitled to the indemnification and other provisions of the Indenture with regard to any actions, and prior to proceeding at the request or direction of the Underwriter the Trustee may require the same types of indemnification and related protections from the Underwriter to which the Trustee would otherwise be entitled under the Indenture if so requested or directed by the Registered Owners. Any failure by the City to comply with the provisions of this Continuing Disclosure Agreement shall not be an Event of Default under the Lease, the Agreement or the Indenture.

The Registered Owners' and the Trustee's rights to enforce the provisions of this Continuing Disclosure Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel the City to perform the City's obligations under this Continuing Disclosure Agreement and the City, its directors, officers and employees shall incur no liability under this Continuing Disclosure Agreement by reason of any act or failure to act hereunder. Without limiting the generality of the foregoing, neither the commencement nor the successful completion of an action to compel performance under this Section shall entitle the Trustee or any

other person to attorneys' fees, financial damages of any sort or any other relief other than an order or injunction compelling performance; provided that the Trustee shall nevertheless be entitled to attorneys' fees and such other rights and amounts as provided in the Indenture.

Section 9. Amendment. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Trustee may amend this Continuing Disclosure Agreement, and any provision of this Continuing Disclosure Agreement may be waived, without the consent of the Registered Owners but with the consent of the Trustee, under the following conditions:

(a) The amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City, or type of business conducted;

(b) This Continuing Disclosure Agreement, as amended or with the provision so waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interest of Registered Owners of the Bonds, as determined either by parties unaffiliated with the City (which shall include the Trustee or nationally recognized bond counsel, or any other party determined by any of them to be unaffiliated), or by approving vote of Registered Owners of the Bonds pursuant to the terms of the Indenture at the time of the amendment or waiver.

The City shall provide notice of each amendment or waiver to EMMA or any other filing system approved by the Securities and Exchange Commission. The initial annual financial or operating information provided by the City after the amendment or waiver shall explain, in narrative form, the reasons for the amendment or waiver and the effect of the change in the type of operating data or financial information being provided.

Section 10. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 11. Choice of Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Colorado; provided that to the extent this Continuing Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Continuing Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

THE CITY OF OVERLAND PARK, KANSAS

By: _____
Name: _____
Title: _____

UMB BANK, N.A.

By: _____
Name: _____
Title: _____

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