

Gilmore & Bell, P.C.
November 15, 2012

[\$[Principal Amount]

CITY OF OVERLAND PARK, KANSAS

**SALES TAX SPECIAL OBLIGATION REVENUE SERIES 2012 BONDS
(PRAIRIEFIRE AT LIONSGATE PROJECT)
SERIES 2012**

December ____, 2012

PURCHASE CONTRACT

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

MC Prairiefire I, LLC
6240 West 135th Street
Overland Park, Kansas 66223

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “Purchaser”), hereby offers to purchase from the City of Overland Park, Kansas (the “Issuer”) \$[Principal Amount] aggregate principal amount of Sales Tax Special Obligation Revenue Bonds (Prairiefire at LionsGate Project), Series 2012 (the “Series 2012 Bonds”) to be issued by the Issuer under and pursuant to an ordinance adopted by the governing body of the Issuer on November 19, 2012 (the “Bond Ordinance”) and a Trust Indenture dated as of December 1, 2012 (the “Indenture”), by and between the Issuer and UMB Bank, N.A., Kansas City, Missouri, as trustee (the “Trustee”). *Capitalized words and terms used herein shall have the respective meanings ascribed to them in the Indenture and the Development Agreement, as defined below, unless some other meaning is plainly indicated.*

The Series 2012 Bonds are to be issued by the Issuer pursuant to and in accordance with the provisions of the Constitution and laws of the State of Kansas, including particularly K.S.A. 12-17,160 *et seq.*, as amended and supplemented from time to time (the “STAR Bonds Financing Act”). The Issuer and MC Prairiefire I, LLC, a Kansas limited liability company and MC Prairiefire II, LLC, a Kansas limited liability company (collectively, the “Developer”) have or will enter into various agreements, including a Development Agreement dated as of November 12, 2012 (the “Development Agreement”). The Series 2012 Bonds are being issued for the purpose of providing funds to (a) finance a portion of the Costs of the STAR Bond Improvements, (b) fund capitalized interest for the Series 2012 Bonds, (c) fund a debt service reserve for the Series 2012 Bonds, and (d) pay costs of issuance of the Series 2012 Bonds.

The Series 2012 Bonds and the interest thereon shall be special, limited obligations of the Issuer payable (except to the extent paid out of Series 2012 Bond proceeds or the income from the temporary investment thereof) solely out of the pledge of State and local sales and compensating use taxes generated within the Redevelopment Project Area which are collected by the State and available to pay STAR Bonds (individually, the “State Sales Tax Revenues” or the “Issuer Sales Tax Revenues,” as applicable, and collectively, the “Revenues”). The Series 2012 Bonds are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate described by the Indenture which includes a pledge of the Revenues (the “Trust Estate”) and in favor of the owners of the Series 2012 Bonds, as provided in this Indenture.

The Series 2012 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 Trust Estate. The issuance of the Series 2012 Bonds shall not, directly, indirectly or contingently, obligate the Issuer, 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 or interest on the Series 2012 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.

The Series 2012 Bonds shall mature and shall bear interest as set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Purchase Contract on or before ____:00 ____m., St. Louis time, on December [____], 2012. Upon your acceptance of the offer, the following agreement will be binding upon you and the Purchaser.

The words "Financing Documents" when used herein shall mean, individually and collectively, the following: the Series 2012 Bonds; the Bond Ordinance; the Indenture; the Tax Distribution Agreement; the Master Funding Agreement; the Continuing Disclosure Agreements; the Tax Compliance Agreement dated as of December 1, 2012, this Purchase Contract; the Preliminary Official Statement; the Official Statement; the Development Agreement; the Guaranty; the Museum Owner Agreement; and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; 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 party hereto, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. **Purchase of Series 2012 Bonds.** Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Purchaser, all (but not less than all) of the Series 2012 Bonds at a purchase price of \$[_____] (which is equal to the aggregate principal amount of the Series 2012 Bonds less original issue discount of \$[_____] and less an underwriting discount of \$[_____]), plus accrued interest, if any.

2. **Public Offering.** Subject to the provisions of the following paragraph, the Purchaser intends to make an initial bona fide public offering of all of the Series 2012 Bonds at the prices set forth in **Schedule I** but in any event not in excess of the principal amount of the Series 2012 Bonds; provided, however, that the Purchaser may subsequently change such offering price or prices. The Purchaser agrees to notify the Issuer of such changes, if such changes occur prior to Closing, but failure to so notify shall not invalidate such changes. The Purchaser may offer and sell the Series 2012 Bonds to certain dealers (including dealers depositing Series 2012 Bonds into investment trusts) at prices lower than the principal amount thereof.

The Purchaser agrees that the Series 2012 Bonds may only be sold to Approved Investors and Accredited Investors in Authorized Denominations. Until satisfaction of the 100% Release under the Escrow Release Conditions under the Indenture, each Individual Accredited Investor purchasing any

Series 2012 Bonds shall be required to execute and deliver to the Trustee an Accredited Investor Letter in substantially the form attached to the Indenture as Exhibit _.

3. ***Preliminary Official Statement; Official Statement.***

The Issuer consents to the use by the Purchaser (subject to the right of the Issuer to withdraw such consent for cause by written notice to the Purchaser) prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated November [____], 2012 (the “Preliminary Official Statement”), in connection with the proposed offering of the Series 2012 Bonds. The Issuer hereby deems the information contained in the Preliminary Official Statement under the captions “**INTRODUCTION – The Issuer,**” “**THE ISSUER,**” “**NO LITIGATION – The Issuer**” and **APPENDIX F** to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities and Exchange Commission, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Series 2012 Bonds depending on such matters.

The Issuer hereby agrees to deliver to the Purchaser, within seven Business Days after the date hereof, the Official Statement, dated the date hereof, relating to the Series 2012 Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Series 2012 Bonds are herein called the “Official Statement”) executed on behalf of the Issuer by a duly authorized officer in such quantity that the Purchaser may reasonably request to enable the Purchaser to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission.

NO TOMBSTONE OR OTHER ADVERTISEMENT BY THE PURCHASER OF THE SALE OF THE SERIES 2012 BONDS SHALL BE PUBLISHED UNLESS SUCH TOMBSTONE OR OTHER ADVERTISEMENT IS SUBMITTED FIRST TO THE ISSUER AND THE ISSUER APPROVES SUCH TOMBSTONE OR OTHER ADVERTISEMENT IN WRITING.

4. ***Issuer’s Representations and Warranties.*** The Issuer hereby represents and warrants to the Purchaser that:

(a) The Issuer is a city of the first class duly created, organized and existing under the constitution and laws of the State of Kansas and is authorized to execute and deliver this Purchase Contract and the Financing Documents to which it is a party and to issue, sell and deliver the Series 2012 Bonds pursuant to the laws of the State, including particularly the STAR Bonds Financing Act.

(b) The Issuer has complied with all provisions of the Constitution and laws of the State of Kansas, including particularly the STAR Bonds Financing Act, and has full power and authority to consummate all transactions contemplated by the Indenture and this Purchase Contract, and all other agreements relating thereto.

(c) The Issuer has, and as of the Closing Date will have, all necessary power and authority to (i) execute and deliver this Purchase Contract and the Financing Documents to which it is a party, (ii) issue the Series 2012 Bonds in the manner contemplated by the Bond Ordinance, this Purchase Contract and the Indenture, (iii) perform the obligations contained in the Series 2012 Bonds and the Financing Documents to which it is a party, and (iv) otherwise consummate the transactions contemplated by the Bond Ordinance, this Purchase Contract and the Financing Documents to which it is a party.

(d) At the time of its adoption, the Issuer had all necessary power and authority to adopt the Bond Ordinance.

(e) The Issuer has duly adopted the Bond Ordinance at a meeting duly called and held in accordance with applicable law and procedures of the Issuer, and since that time the Bond Ordinance has not been rescinded, amended or modified.

(f) Assuming the valid authorization, execution and delivery of this Purchase Contract and the Financing Documents to which it is a party by the other parties hereto and thereto and the authentication of the Series 2012 Bonds by the Trustee, this Purchase Contract is, and the Series 2012 Bonds and the other Financing Documents to which it is a party will be, the legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(g) All consents, approvals, orders or authorizations of, notices to, or filings, registrations or declarations with any court or governmental authority, board, agency, commission or body having jurisdiction which are required by or on behalf of the Issuer for the execution and delivery by the Issuer of this Purchase Contract, the Financing Documents to which it is a party or the Series 2012 Bonds, or the consummation by the Issuer of the transactions contemplated hereby or thereby, have been obtained or will be obtained prior to Closing, except for the completion and filing of the IRS Form 8038-G (which will be completed and filed after Closing).

(h) The execution and delivery by the Issuer of this Purchase Contract, the Series 2012 Bonds and the Financing Documents to which it is a party, and the consummation by the Issuer of the transactions contemplated hereby and thereby are not prohibited by, do not violate any provision of, and will not result in the breach of or default under (i) the STAR Bonds Financing Act or the Constitution of the State, (ii) any applicable law, rule, regulation, judgment, decree, order or other requirement applicable to the Issuer, or (iii) any contract, indenture, agreement, mortgage, lease, note, commitment or other obligation or instrument to which the Issuer is a party or by which the Issuer or its properties is bound.

(i) There is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending or threatened against or affecting the Issuer or its officers, in their respective capacities as such for which it has received service of process or other written notice, or, to the best knowledge of the Issuer, any basis therefor, (i) which would restrain or enjoin the issuance or delivery of the Series 2012 Bonds or the collection of revenues pledged under the Indenture, (ii) which would in any way contest or affect the organization or existence of the Issuer or the entitlement of any officers of the Issuer to their respective offices or (iii) which may reasonably be expected to contest or have a material and adverse effect upon (A) the due performance by the Issuer of this Purchase Contract or the Financing Documents to which it is a party or the transactions contemplated hereby or thereby, (B) the validity or enforceability of the Series 2012 Bonds, the Bond Ordinance, this Purchase Contract, the Financing Documents to which it is a party or any other agreement or instrument to which the Issuer is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby and thereby, or (C) the exclusion from gross income for federal income tax purposes of the interest on the Series 2012 Bonds. The Issuer is not subject to any judgment, decree or order entered in any lawsuit or proceeding brought against it that would have such an effect.

(j) When delivered to the Purchaser against payment therefor in accordance with the provisions of this Purchase Contract, the Series 2012 Bonds will be duly authorized, executed, issued and delivered and will constitute the Issuer's legal, valid and binding special, limited obligations, enforceable in accordance with their terms (except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity), and will be entitled to the benefit and security of the Bond Ordinance and the Indenture.

(k) Other than the Financing Documents to which it is a party, the Issuer has not entered into any contract or arrangement that might give rise to any lien or encumbrance on the revenues or other assets, properties, funds or interests pledged pursuant to the Indenture. The Issuer, as a conduit issuer, issues Series 2012 Bonds and notes as limited obligations payable solely from the revenues derived from the facilities financed by such issues. Some Series 2012 Bonds issued by the Issuer may have been in default, but the facilities financed and the revenues derived from such facilities pursuant to the defaulted bond issues are separate and distinct from the transactions contemplated by the Financing Documents to which it is a party.

(l) The Issuer has not taken or omitted to take on or prior to the date hereof any action, which taking or omission would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2012 Bonds.

(m) On the Closing Date, each of the representations and warranties of the Issuer contained herein and in the Financing Documents to which it is a party and all other documents executed by the Issuer in connection with the Series 2012 Bonds shall be true, correct and complete.

(n) The Issuer agrees to reasonably cooperate with the Purchaser in any endeavor to qualify the Series 2012 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2012 Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Purchaser in obtaining such qualifications, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Purchaser. The Purchaser shall pay all expenses and costs (including registration and filing fees and legal fees of disclosure counsel) incurred in connection therewith.

(o) The information contained in the Official Statement with respect to the Issuer under the captions "**INTRODUCTION – The Issuer,**" "**THE ISSUER,**" "**NO LITIGATION – The Issuer**" and **APPENDIX F** is and, as of the date of Closing, will be correct in all material respects and does not, and at the Closing, will not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading. Notwithstanding the foregoing, the Issuer makes no representation or warranty (express or implied) as to the accuracy or completeness of any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinion set forth in the Projections (as defined in the Official Statement) or as to any information contained in the Official Statement other than the information with respect to the Issuer under the captions "**INTRODUCTION – The Issuer,**" "**THE ISSUER,**" "**NO LITIGATION – The Issuer**" and **APPENDIX F**.

(p) Prior to the Closing, the Issuer shall have duly authorized all necessary action to be taken by it for: (i) the approval, execution, delivery and receipt by the Issuer of this Purchase Contract and the Financing Documents to which it is a party, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement; and (ii) the approval of the use of the Official Statement.

(q) At no time since July 3, 1995 has the Issuer failed to comply in any material respect with any of the informational reporting undertakings contained in Rule 15c2-12.

(r) Any certificate signed by an authorized officer of the Issuer and delivered to the Purchaser shall be deemed a representation and warranty by the Issuer to the Purchaser as to the statements made therein.

5. **Closing.** Prior to or at 12:00 noon, St. Louis, Missouri time, on December [_____], 2012 or at such other time or such other date as shall have been mutually agreed upon by the Issuer and the Purchaser (the "Closing Time"), the Issuer will deliver, or cause to be delivered, to the Purchaser, the Series 2012 Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the purchase price of the Series 2012 Bonds by delivery to the Issuer by wire transfer of funds immediately available in St. Louis, Missouri in an amount equal to the purchase price.

Payment and delivery of the Series 2012 Bonds as aforesaid shall be made in St. Louis, Missouri as more specifically described on **Schedule II** attached hereto and made a part hereof. Such payment and delivery is herein called the "Closing." The Series 2012 Bonds will be delivered in denominations as set forth in the Indenture as definitive Series 2012 Bonds in fully registered form, and in such amounts as the Purchaser may request not less than five Business Days prior to the Closing, and will be made available for checking and packaging by the Purchaser at such place as the Purchaser and the Trustee shall agree not less than 24 hours prior to the Closing.

It is anticipated that CUSIP identification numbers will be printed on the Series 2012 Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for any Series 2012 Bonds.

6. **Events Permitting Purchaser To Terminate.** (a) The Purchaser shall have the right to cancel its obligations to purchase the Series 2012 Bonds if between the date hereof and the date of the Closing:

(i)(A) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or (B) a decision by a Federal court of the United States or the United States Tax Court shall be rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made with respect to Federal taxation upon interest on the Series 2012 Bonds, or (C) other action or events shall have occurred or transpired, any of the foregoing of which has the purpose or effect, directly or indirectly, of adversely affecting the Federal income tax consequences of any of the transactions contemplated in connection herewith, or materially adversely affects the market for the Series 2012 Bonds or the ability of the

Purchaser to enforce contracts for the sale of the Series 2012 Bonds at the contemplated offering price, or

(ii) there shall exist any fact or any event shall have occurred which either (A) makes untrue or incorrect any statement of a material fact or material information contained in the Official Statement as then amended or supplemented or (B) is not reflected in the Official Statement as then amended or supplemented but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or

(iii) there shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States being such as would materially adversely affect the market for the Series 2012 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2012 Bonds at the contemplated offering prices (it being agreed by the Purchaser that there is no outbreak or escalation of hostilities or any such national or international calamity or crisis of such a character as of the date hereof), or

(iv) there shall be in force a general suspension of trading on the New York Stock Exchange or a general banking moratorium shall have been declared by Federal, Missouri or New York authorities, the effect of which on the financial markets of the United States is such as would materially adversely affect the market for the Series 2012 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2012 Bonds at the contemplated offering prices, or

(v) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States shall be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, the effect of which is that (A) the Series 2012 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, and as then in effect, or the Securities Exchange Act of 1934, as amended, and as then in effect, or (B) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended, and as then in effect, or

(vi) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Series 2012 Bonds, as contemplated herein or in the Preliminary Official Statement or the Official Statement, is in violation of any provision of the Securities Act of 1933, as amended, and as then in effect, the Securities Exchange Act of 1934, as amended, and as then in effect, or the Trust Indenture Act of 1939, as amended, and as then in effect, or

(vii) the Official Statement is not executed, approved and delivered in accordance with **Section 3** above.

(b) The Issuer shall have the right to terminate this Purchase Contract if the Series 2012 Bonds are not purchased by the Underwriter for any reason on or prior to the Closing Time or if any event described in **Section 6(a)(ii)(A)** or **(B)** occurs.

7. **Conditions to Closing.** The obligations hereunder of each party hereto shall be subject (i) to the performance by the other party of its obligations to be performed hereunder at and prior to the Closing Time, (ii) to the accuracy in all material respects of the representations and warranties herein of

the other party as of the date hereof and as of the Closing Time, and (iii) to the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Financing Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser and the Issuer, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Series 2012 Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Kutak Rock LLP, Kansas City, Missouri (herein called "Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, (iv) Developer shall have entered into a loan agreement with PNC Bank, n.a., (the "Lender") enabling Developer to borrow an amount not less than \$42,700,000, (v) the conditions set forth in Section 3.01 of the Development Agreement shall have been satisfied, and (vi) the Issuer shall have entered into that certain Continuing Disclosure Agreement dated as of December 1, 2012 between the Issuer and the Trustee.

(a) At or prior to the Closing Time, the Purchaser shall have received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:

(1) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the Issuer, the Trustee and the Purchaser, in form and substance satisfactory to the Purchaser.

(2) The supplemental opinion of Bond Counsel, dated the date of Closing, addressed to the Issuer, Bond Counsel and the Purchaser in form and substance satisfactory to the Purchaser.

(3) The opinion of counsel to the Issuer, dated the date of Closing, addressed to the Issuer, Bond Counsel and the Purchaser in form and substance satisfactory to the Purchaser.

(4) The opinion of counsel to the Developer, dated the date of Closing, addressed to the Issuer, Bond Counsel and the Purchaser in form and substance satisfactory to the Purchaser.

(5) The opinion of counsel to the Museum Owner, dated the date of Closing, addressed to the Issuer, Bond Counsel and the Purchaser in form and substance satisfactory to the Purchaser.

(6) The opinion of counsel to the Lender, dated the date of Closing, addressed to the Issuer, Bond Counsel and the Purchaser, in form and substance satisfactory to the Purchaser, to the effect that its loan agreement with Developer is a valid and binding obligation of Lender, enforceable in accordance with its terms, subject to customary exceptions relating to bankruptcy, insolvency, creditor's rights and equitable relief.

(7) A certificate of the Issuer, dated the date of Closing, signed by an officer of the Issuer, in form and substance satisfactory to the Purchaser.

(8) A certificate of the Developer, dated the date of Closing, signed by an official of the Developer, in form and substance satisfactory to the Purchaser.

(9) The Official Statement authorized and approved on behalf of the Issuer by duly authorized official thereof and on behalf of the Developer by duly authorized agent thereof.

(10) The Bond Ordinance, duly adopted by the Issuer.

(11) The Financing Documents, duly executed by the parties thereto.

(12) The ordinance, duly adopted by the Issuer, authorizing the execution and delivery of the Indenture, this Purchase Contract, the Tax Compliance Agreement, and the Issuer Continuing Disclosure Agreement.

(13) Other certificates listed on a closing agenda to be approved by counsel to the Issuer, Bond Counsel, and the Purchaser, including any certificates or representations of the Issuer and the Developer required in order for Bond Counsel to deliver the opinion referred to in **Section 7(b)(1)** of this Purchase Contract.

(14) A completed form 8038-G (Information Return for Tax-Exempt Governmental Obligations).

(15) A receipt of the Issuer for the purchase price of the Series 2012 Bonds.

(16) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Purchaser, counsel to the Issuer or counsel to the Issuer may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

Unless performance is waived by the party or parties for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Purchase Contract, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Purchase Contract and unless otherwise waived, this Purchase Contract shall terminate and none of the Purchaser, the Issuer nor the Issuer shall be under further obligation hereunder; except that the Purchaser's obligations to pay expenses, as provided in **Section 11** hereof, shall continue in full force and effect.

8. ***Conditions To Issuer's Obligations.*** The obligations of the Issuer hereunder are subject to the performance by the Purchaser of its obligations hereunder.

9. ***Survival of Representations, Warranties and Agreements.*** All representations, warranties and agreements of the Issuer, the Developer and the Purchaser, respectively, shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing.

10. **Indemnification; Contribution.** The Developer agrees to indemnify and hold harmless the Purchaser, any director, officer, employee or controlling person of the Purchaser within the meaning of Section 15 of the 1933 Act (collectively, the “Indemnified Parties”), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statements or misleading statement or allegedly misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided that such indemnification shall be limited solely to statements or omissions in the Official Statement: (a) prepared from information furnished by the Developer or its agents (including, without limitation, its attorneys, accountants, or consultants); (b) containing information about the Developer or the Developer’s intended plans for the Project; (c) appearing in or pertaining to material appearing in the following captions: “**SUMMARY OF THE PROJECT,**” “**PLAN OF FINANCE FOR THE PROJECT,**” “**THE PROJECT,**” “**NO LITIGATION – The Developer,**” or “**APPENDIX B – THE MUSEUM.**”

In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the Developer, the Indemnified Parties shall promptly notify the Developer in writing and the Developer shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Developer. The Developer shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Developer or if there be a final judgment for the plaintiff in any such action, in which the Developer was provided timely notice, against the Developer or any of the Indemnified Parties, with or without the consent of the Developer, the Developer agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

If a claim for indemnification under this Section is determined to be unenforceable by a final judgment of a court of competent jurisdiction, then the Developer shall contribute to the aggregate losses, claims, damages or liabilities to which the Purchaser or its officers, directors, agents, employees or controlling persons may be subject in such amount as is appropriate to reflect the relative benefits received by the Developer, on the one hand, and the Purchaser, on the other, and the relative faults of the Developer and the person seeking contribution. The provisions of this Section shall survive the delivery of the 2012 Bonds hereunder.

11. **Expenses.** If the Series 2012 Bonds are sold to the Purchaser by the Issuer on or prior to the Closing Time, the Issuer shall pay out of the proceeds of the Series 2012 Bonds the following expenses incident to the performance of its obligations hereunder: (i) the cost of the preparation, printing and distribution of the Financing Documents (for distribution on or subsequent to the date of execution of this Purchase Contract) and a reasonable number of copies of the Preliminary Official Statement; (ii) the cost of the preparation of the Official Statement, together with a reasonable number of copies thereof; (iii) the cost of preparation and printing of the definitive Series 2012 Bonds; and (iv) the fees and expenses of Bond Counsel and any other experts or consultants retained by the Issuer or the Purchaser.

If the Series 2012 Bonds are sold to the Purchaser by the Issuer on or prior to the Closing Time, the Issuer shall pay out of the proceeds of the Series 2012 Bonds the discount of the Purchaser or the purchase price paid for the Series 2012 Bonds shall reflect such discount.

The Purchaser shall pay: (i) the additional cost of printing copies of the Preliminary Official Statement and the Official Statement in excess of the costs of printing the number of copies set forth above in this **Section 11**; (ii) all advertising expenses in connection with the public offering of the Series 2012 Bonds; and (iii) all other expenses incurred by the Purchaser in connection with the public offering and distribution of the Series 2012 Bonds, including, but not limited to, the costs of Blue Sky registration.

12. **Amendments to Official Statement.** If, after the date of this Purchase Contract and until the earlier of (i) ninety (90) days after the “end of the underwriting period” (as defined in Rule 15c2-12) or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the Issuer shall occur as a result of which it is necessary, in the opinion of Bond Counsel or the Purchaser, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the Issuer will forthwith prepare and furnish to the Purchaser a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Purchaser) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer to the extent that there are insufficient moneys in the Cost of Issuance Account of the Project Fund held under the Indenture. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section the Issuer will furnish to the Purchaser such information with respect to the Issuer as the Purchaser may from time to time reasonably request.

13. **Third Party Beneficiary.** The Issuer and the Developer agree that the Purchaser is and shall be a third party beneficiary of any and all representations and warranties made by the Issuer or the Developer in the Financing Documents, to the same effect as if the Issuer or the Developer had made such representations and warranties to the Purchaser in this Purchase Contract.

14. **Notices.** Any notice or other communication to be given to the Issuer or the Developer under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Purchaser under this Purchase Contract may be given by delivering the same in writing to the Purchaser at the following address:

Stifel, Nicolaus & Company, Incorporated
501 North Broadway, 8th Floor
St. Louis, Missouri 63102
Attn: James J. Lahay

15. **Successors.** This Purchase Contract is made for the benefit of the Issuer, the Developer and the Purchaser (including the successors or assigns of the Purchaser) and no other person including any purchaser of the Series 2012 Bonds shall acquire or have any rights hereunder or by virtue hereof.

16. **No Pecuniary Liability; General Limitation on Issuer’s Obligations.**

(a) Notwithstanding the language or implication of any provision, representation, covenant or agreement to the contrary, no provision, representation, covenant or agreement contained in this Purchase Contract or in the Indenture, the Series 2012 Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability (except to the extent of any Revenues actually received by the Issuer and appropriated to the payment of the Series 2012 Bonds). No provision hereof shall be construed to impose a charge

against the general credit of the Issuer or any personal or pecuniary liability upon any director, officer, agent, councilmember or employee of the Issuer.

(b) ANY OTHER TERM OR PROVISION OF THIS PURCHASE CONTRACT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, NEITHER THE ISSUER NOR THE ISSUER SHALL BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

17. **Governing Law.** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of Kansas.

18. **Effectiveness.** This Purchase Contract shall become effective upon your acceptance hereof.

19. **Counterparts.** This Purchase Contract may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

20. **Electronic Transactions.** The parties 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.

21. **Captions.** The captions or headings in this Purchase Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Purchase Contract.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____
Authorized Officer

Accepted and agreed to:

CITY OF OVERLAND PARK, KANSAS

By: _____
Title: Mayor
Date: December ____, 2012 at _____ .m.

MC PRAIRIEFIRE I, LLC, a Kansas limited liability company

By: _____
Printed Name: _____
Date: December ____, 2012 at _____ .m.

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SCHEDULE I TO PURCHASE CONTRACT

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP</u>
12/15/2023				
12/15/2029				
12/15/2032				

SCHEDULE II TO PURCHASE CONTRACT

Pursuant to **Section 5** of the Purchase Contract, payment of the Series 2012 Bonds shall be made to the Trustee for the benefit of the Issuer by wire transfer of immediately available funds in St. Louis, Missouri, or such other mutually agreeable arrangement.