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**CITY OF OVERLAND PARK, KANSAS  
TRANSPORTATION DEVELOPMENT DISTRICT  
SALES TAX REVENUE BONDS  
(OAK PARK MALL PROJECT)  
SERIES 2010**

\_\_\_\_\_, 2010

**BOND PURCHASE AGREEMENT**

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

Ladies and Gentlemen:

The undersigned, Oppenheimer & Co. Inc. (the “**Purchaser**”), hereby offers to purchase from the City of Overland Park, Kansas (the “**City**”), a municipal corporation and city of the first class duly created, organized and existing under the laws of the State of Kansas, \$\_\_\_\_\_ aggregate principal amount of Transportation Development District Sales Tax Revenue Bonds (Oak Park Mall Project) Series 2010 (the “**Series 2010 Bonds**”) to be issued by the City under and pursuant to a Trust Indenture, dated as of May 1, 2010 (the “**Bond Indenture**”) between the City and UMB Bank, N.A., as trustee (the “**Bond Trustee**”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Bond Indenture, unless a different meaning clearly appears from the context.

The Series 2010 Bonds are to be issued by the City pursuant to and in full compliance with the Constitution and statutes of the State of Kansas, for the purpose of providing funds for the costs of (i) the Transportation Project (as defined in the Bond Indenture), (ii) certain costs of issuance of the Series 2010 Bonds, and (iii) funding a Debt Service Reserve Fund for the Series 2010 Bonds. The Series 2010 Bonds and the interest thereon shall be special, limited obligations of the City payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof) solely out of a pledge and lien upon the revenues derived, received and collected by the City from a transportation district sales tax in the amount of 0.5% (the “**TDD Sales Tax**”) imposed on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers Sales Tax Act within the boundaries of the Oak Park Mall Transportation Development District (the “**Transportation District**”) in the City and moneys in the funds and accounts held by the Bond Trustee under the Bond Indenture. The Series 2010 Bonds are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate described by the Bond Indenture which includes a pledge of the TDD Sales Tax revenues (the “**Trust Estate**”) to the Bond Trustee and in favor of the owners of the Series 2010 Bonds.

The Series 2010 Bonds shall mature on the dates, in the years and in the amounts and shall bear interest at the rates per annum set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement (the “**Purchase Agreement**”) on or before 5:00 p.m. (central time) on the date hereof. Upon your acceptance of the offer, the following agreement will be binding upon you and the Purchaser.

The words “**Transaction Documents**” when used herein shall mean, individually and collectively, the following: the Bond Indenture, the Development Agreement (as defined in the Bond Indenture), the Series 2010 Bonds, this Purchase Agreement, the Continuing Disclosure Agreement (as defined in the Bond Indenture), the Tax Compliance Agreement (as defined in the Bond Indenture), the Preliminary Official Statement (as defined herein), the Official Statement (as defined herein), 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 “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

**Section 1. Purchase of Bonds.** Upon the terms and conditions and in reliance upon the respective representations, warranties, covenants and agreements of the City hereinafter set forth, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser, all (but not less than all) of the Series 2010 Bonds at a purchase price of \$\_\_\_\_\_ (which is equal to the aggregate principal amount of the Series 2010 Bonds, plus original issue premium of \$\_\_\_\_\_ less original issue discount of \$\_\_\_\_\_ and less an underwriting discount of \$\_\_\_\_\_).

**Section 2. Public Offering.** The Purchaser intends to make an initial bona fide public offering of all of the Series 2010 Bonds at not in excess of the public offering price or prices set forth on **Schedule I** hereto. The Purchaser may subsequently change such offering price or prices. The Purchaser agrees to notify the City of such changes, if such changes occur prior to the Closing (as defined below), but failure to so notify shall not invalidate such changes. The Purchaser may offer and sell the Series 2010 Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering prices stated in **Schedule I** hereto.

**Section 3. Closing.** Prior to or at 12:00 noon (central time) on \_\_\_\_\_, 2010, or at such other time or such other date as shall have been mutually agreed upon by the City and the Purchaser (the “**Closing Date**”), the City will deliver, or cause to be delivered, to the Purchaser, the Series 2010 Bonds, in definitive form duly executed and authenticated by the Bond Trustee together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the purchase price of the Series 2010 Bonds in an amount equal to each purchase price set forth in Section 1 hereof.

Payment and delivery of the Series 2010 Bonds shall be made in Overland Park, Kansas and is herein called the “**Closing**.” Payment for the Series 2010 Bonds shall be made to the City in immediately available funds or such other arrangement as shall be mutually agreeable on or before the Closing. The Series 2010 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully registered Bond certificate for each maturity of the Series 2010 Bonds in the principal amount of such maturity of the Series 2010 Bonds (as set forth in **Schedule I**) will be deposited with DTC, or delivered to and held by the Bond Trustee pursuant to the “FAST” procedures of DTC for the benefit of DTC, not less than one business day prior to the Closing. The Series 2010 Bonds shall be available for delivery in New York, New York, at DTC, in accordance with DTC’s settlement procedures, or delivered to and held by the Bond Trustee for the benefit of DTC, at the Closing.

It is anticipated that CUSIP identification numbers will be printed on the Series 2010 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 Bonds.

**Section 4. Preliminary Official Statement and Official Statement.** The City 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 2010 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 2010 Bonds are

herein called the “**Official Statement**”) executed on behalf of the City by a duly authorized officer thereof in such quantity that the Purchaser may 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. The City hereby deems the information contained in the Official Statement to be “final” as of its date.

The City has previously provided the Purchaser with copies of the Preliminary Official Statement (defined below). The City hereby deems the information contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12 (the “**Rule**”) 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 2010 Bonds depending on such matters.

The City consents to the use by the Purchaser (subject to the right of the City 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 April 1, 2010 (the “**Preliminary Official Statement**”).

**Section 5. City’s Representations and Warranties.** The City hereby represents and warrants to the Purchaser that:

(a) Status. The City is and will be at Closing a municipal corporation and a city of the first class duly created, organized and existing under the laws of the State of Kansas, with the power and authority (i) to issue, sell, and deliver the Series 2010 Bonds for the purposes set forth herein and in the Bond Indenture, (ii) to execute and deliver this Purchase Agreement and the other Transaction Documents to which it is a party, and (iii) to carry out and consummate the transactions contemplated by this Purchase Agreement and the other Transaction Documents.

(b) Authorization by Law. The City is authorized by the laws of the State of Kansas (i) to approve the issuance, sale and delivery of the Series 2010 Bonds by the City for the purposes set forth herein and in the Bond Indenture, and (ii) to enter into and perform its obligations under this Purchase Agreement and the Transaction Documents to which it is a party.

(c) Power and Authority. The City has full power and authority to consummate the transactions contemplated by this Purchase Agreement, the Official Statement and the other Transaction Documents to which it is a party and has duly authorized and approved the execution and delivery of this Purchase Agreement.

(d) Official Action. By official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized or ratified the distribution of the Preliminary Official Statement and the execution and distribution of the Official Statement and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the Transaction Documents to which it is a party. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the approval of the issuance and sale of the Series 2010 Bonds upon the terms set forth herein and in the Official Statement; and (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents, and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(e) Enforceable Obligations. The Series 2010 Bonds when executed, issued, authenticated, delivered, and paid for as herein and in the Bond Indenture provided and the Transaction Documents to which the City is a party when executed will have been duly authorized

and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(f) No Conflict or Breach. The City is not in material breach of or default under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents to which the City is a party, or the consummation of the transactions contemplated thereby, the fulfillment of or compliance with the terms and conditions thereof, nor the approval of the use of the Official Statement, nor the pledge of the City's interest in the Trust Estate to the Bond Trustee conflicts with or constitutes a breach of or default under (i) any applicable law, administrative regulation, judgment or decree or (ii) the terms of any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject.

(g) No Litigation. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, governmental agency, public board or body, pending or, to the City's knowledge, threatened against the City affecting the existence of the City or the titles of its officers to their respective offices or in any way contesting or affecting the validity or enforceability of the Transaction Documents to which it is a party, or contesting the powers of the City to execute and deliver or to consummate the transactions contemplated in such documents or the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any amendment or supplement thereto (nor, to the best knowledge of the City, is there any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of any of the Transaction Documents or would have a material and adverse effect on the financial condition of the City or the operation by the City of its property.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information regarding the City contained in the Preliminary Official Statement and the Official Statement are, and with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at all times subsequent to their respective dates to and including the date of the Closing shall be, true and correct and do not and will not contain an untrue statement of a material fact as of their respective dates and at all times subsequent to their respective dates to and including the date of Closing and will not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading. Notwithstanding the foregoing, the City 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 Official Statement other than the information with respect to the City.

(i) Tax Status of Bonds. The City represents and warrants that the proceeds of the Series 2010 Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Series 2010 Bonds being applied in a manner other than as provided in the Transaction Documents to which it is a party and as described in the Preliminary Official Statement and the Official Statement.

(j) No Default Under Transaction Documents. No event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents to which it is a party and no event of default under the Transaction Documents will exist on the date of Closing.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Purchaser and its counsel in any endeavor to qualify the Series 2010 Bonds for offering and sale or in connection with any application for exemption from such qualification under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Purchaser may request; provided, however, that the City will not be required with respect to the offer or sale of the Series 2010 Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City 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 qualification or exception, subject to the right of the City to withdraw such consent for cause by written notice to the Purchaser.

(l) City Certificates. Any certificate signed by an authorized officer or agent of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

(m) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to subsection (n) of this Section 5, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in subsection (h) of this Section 5 as so supplemented or amended shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) Subsequent Events. If between the date of the Official Statement and the Closing the City has knowledge of any event which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Purchaser thereof, and if in the opinion of the Purchaser, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at its expense, supplement or amend the Official Statement in a form and in a manner approved by the Purchaser.

(o) Continuing Disclosure. The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain information in compliance with the Rule. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

(p) City Representations. To the City’s knowledge, each of the City’s representations and warranties in the Bond Indenture are true and correct as of the day hereof, and at the time of Closing, will be true and correct.

(q) Establishment of Transportation Development District and Imposition of the TDD Sales Tax. The City has taken all actions required to create the Transportation Development District pursuant to K.S.A. 12-17,140, et seq., as amended, and to impose the TDD Sales Tax within the Transportation Development District pursuant to the Kansas Retailers Sales Tax Act. The TDD Sales Tax became effective January 1, 2008 and will be collected through April 1, 2032.

**Section 6. Events Permitting Purchaser To Terminate.** The Purchaser shall have the right to cancel its obligations to purchase the Series 2010 Bonds without liability to the Purchaser if between the date hereof and the date of the Closing:

(a) (i) 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 (ii) 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 2010 Bonds or securities of the general character of the Series 2010 Bonds, or (iii) other action or events shall have occurred or transpired, any 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 that securities of the general character of the Series 2010 Bonds shall not be exempt from registration under the Securities Act of 1933, as amended, or that the Bond Indenture shall not be exempt from qualification under the Trust Indenture Act of 1939, as amended, and as a consequence, in the opinion of the Purchaser, materially adversely affects the market for the Series 2010 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2010 Bonds at the contemplated offering prices; or

(b) there shall exist any fact or any event shall have occurred which either (i) makes untrue or incorrect any statement of a material fact or material information contained in the Official Statement as then amended or supplemented or (ii) 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

(c) the formal declaration of war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Purchaser to be unable to carry on its regular business or the effect of which on the financial markets of the United States would, in the opinion of the Purchaser, materially adversely affect the market for the Series 2010 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2010 Bonds at the contemplated offering prices, or the occurrence of any other national emergency or calamity, including natural disasters, which would cause the effective operation of the government of the United States to cease or which would cause the Purchaser to be unable to carry on its regular business or the effect of which on the financial markets of the United States would, in the opinion of the Purchaser, materially adversely affect the market for the Series 2010 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2010 Bonds at the contemplated offering prices; or

(d) 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, Kansas or New York authorities, the effect of which on the financial markets of the United States is such as would, in the opinion of the Purchaser, materially adversely affect the market for the Series 2010 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2010 Bonds at the contemplated offering prices; or

(e) the imposition by the New York Stock Exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series 2010 Bonds or obligations of the general character of the Series 2010 Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters; or

(f) an order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2010 Bonds or the issuance, offering or sale of the Series 2010 Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities law as amended and then in effect; or

(g) the Official Statement is not executed, approved and delivered in accordance with **Section 4** above; or

(h) any representation of the City contained in this Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect or there shall have occurred any material adverse change in the affairs or financial condition of the City, not otherwise disclosed to the Purchaser or in the Official Statement; or

(i) litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Series 2010 Bonds or the payment, collection or application of the proceeds of the Series 2010 Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents; (ii) the validity of the Series 2010 Bonds or the excludability from gross income for federal income tax purposes of the interest on the Series 2010 Bonds; (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing; (iv) the City's creation, organization or existence or the titles to office of any members of the City Council or the power of the City to engage in any of the transactions contemplated by the Transaction Documents; (v) the organization or existence of the City; or (vi) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by this Purchase Agreement.

**Section 7. Conditions to Closing.** The obligations hereunder of each party hereto shall be subject to (a) the performance by the other parties of their respective obligations to be performed hereunder at and prior to the Closing Date, (b) the accuracy in all material respects of the representations and warranties herein of the other parties as of the date hereof and as of the Closing Date, and (c) the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(i) At the Closing Date, (A) the Transaction 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 City, the Closing in all events, however, to be deemed such approval, (B) the proceeds of the sale of the Series 2010 Bonds shall have been deposited and applied as described in the Bond Indenture and the Official Statement, (C) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Kutak Rock LLP, Overland Park, Kansas (the "**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby, and (D) the City and the Bond Trustee shall have undertaken, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notice of certain events, as applicable.

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

(a) Bond Counsel Opinion. The unconditional approving opinion of Bond Counsel, dated the Closing Date, addressed to the City, the Bond Trustee, and the Purchaser relating to the due authorization, execution and delivery of the Series 2010 Bonds, and the supplemental opinion of Bond Counsel, each in form and substance acceptable to the City and the Purchaser.

(b) City's Closing Certificate. A certificate of the City dated the Closing Date and signed by an official of the City in form and substance acceptable to Bond Counsel and the Purchaser.

(c) Official Statement. The Official Statement executed and approved on behalf of the City by a duly authorized official of the City.

(d) Bond Ordinance. The Bond Ordinance authorizing and approving the issuance of the Series 2010 Bonds and the execution and delivery of the Bond Indenture and any of Transaction Documents to which the City is a party, together with a certificate of an authorized official of the City dated the date of Closing to the effect that the Bond Ordinance has not been amended, modified or repealed.

(e) Indenture. The Bond Indenture, duly executed by the parties thereto.

(f) Continuing Disclosure Agreement. The Continuing Disclosure Agreement duly executed by the parties thereto.

(g) Ratings. A Rating Letter from Standard & Poor's assigning its rating of BBB to the Series 2010 Bonds.

(h) Establishment of Transportation Development District. Documentation satisfactory to the Purchaser that the Transportation Development District has been duly established and that the TDD Sales Tax has been duly imposed.

(i) Other Certificates. Other certificates listed on a closing agenda to be approved by counsel to the City, Bond Counsel, and the Purchaser, including any certificates or representations of the City required in order for Bond Counsel to deliver the opinion referred to in Section 7(ii)(A) of this Purchase Agreement.

(j) Specimen Bond. A specimen of the Series 2010 Bonds.

(k) Letter of Representation. The Letter of Representation between the City and DTC with respect to the Series 2010 Bonds.

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

(m) Receipt for Purchase Price. A receipt of the City for the purchase price of the Series 2010 Bonds.

(n) Trustee's Certificate. A certificate of the Bond Trustee to the effect that it possesses all necessary powers and it has duly authorized and accepts its appointment to act as Trustee for the Series 2010 Bonds.

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

The documents to be delivered to the Purchaser pursuant to this Purchase Agreement shall be deemed to be in compliance with the conditions of this Purchase Agreement if, but only if, in the reasonable judgment of the Purchaser, they are satisfactory in form and substance. No condition contained in this section shall be deemed to have been waived by the Purchaser, unless the performance of such condition is expressly waived in a writing signed by the Purchaser.

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 Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Purchase Agreement and unless otherwise waived, this Purchase Agreement shall terminate and neither the Purchaser nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 9 hereof, shall continue in full force and effect.

**Section 8. Survival of Representations, Warranties and Agreements.** All representations, warranties and agreements of the City 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. The obligations of the City and the Purchaser under **Sections 10** and **11** hereof shall survive any termination of this Purchase Agreement.

**Section 9. Expenses.** Whether or not the Series 2010 Bonds are sold to the Purchaser by the City (unless such sale shall be prevented at the Closing by the Purchaser's default), the Purchaser shall be under no obligation to pay any expenses incident to the performance of the City's obligations under this Purchase Agreement. If the proceeds of the Series 2010 Bonds are delivered to the City by the Purchaser, the City shall pay, but solely out of the proceeds of the Series 2010 Bonds, the following expenses: (a) the cost of the preparation, printing and distribution of the Transaction Documents (for distribution on or subsequent to the date of execution of this Purchase Agreement) and a reasonable number of copies of the Preliminary Official Statement and the Official Statement; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of Bond Counsel, the Bond Trustee and any other experts or consultants retained by the City; and (d) the fees in connection with "Blue Sky" compliance and registration of the Series 2010 Bonds, including filing fees associated therewith. The costs identified above shall be paid by wire transfer of immediately available funds on the Closing Date upon submission of a requisition therefor by the City to the Bond Trustee.

If the Series 2010 Bonds are sold to the Purchaser by the City, the City shall pay out of the proceeds of the Series 2010 Bonds the discount or compensation of the Purchaser or the purchase price paid for the Series 2010 Bonds shall reflect such discount or compensation.

The Purchaser shall pay: (a) all advertising expenses in connection with the public offering of the Series 2010 Bonds; and (b) all other expenses incurred by it in connection with its public offering and distribution of the Series 2010 Bonds not described above, including fees and expenses of counsel to the Purchaser.

**Section 10. Indemnification.**

(a) City. To the extent permitted by law, the City agrees to indemnify and hold harmless the Purchaser and its officers, directors, governing members, officials, attorneys, employees and agents and each person, if any, who controls the Purchaser (within the meaning of Section 15 of the Securities Act of 1933) against any and all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation) caused by any untrue statement or alleged untrue statement of a material fact made by the City with respect to information regarding the City contained in the Official Statement, or in any amendment or supplement thereto made by the City, caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Notwithstanding anything in this Section 10 to the contrary, any financial obligation of the City is subject to the appropriation of adequate funds by the City Council for the purpose of such financial obligation.

(b) Survival. The covenants and agreements of the City contained in this Section shall survive the delivery of the Series 2010 Bonds.

**Section 11. Amendments to Official Statement.** If, after the date of this Purchase Agreement and until the earlier of (a) ninety (90) days after the “end of the underwriting period” (as defined in the Rule) or (b) 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 City 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 City 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 City. 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 City will furnish to the Purchaser such information with respect to the City as the Purchaser may from time to time reasonably request.

**Section 12. Third Party Beneficiaries.** The City agrees that the Purchaser is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Purchaser in this Purchase Agreement.

**Section 13. Notices.** Any notice or other communication to be given to the City under this Purchase Agreement 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 Agreement may be given by delivering the same in writing to the Purchaser at the following address:

Oppenheimer & Co. Inc  
4717 Grand Avenue  
Suite 800  
Kansas City, Missouri 64112  
Attention: Matthew Webster

**Section 14. Successors.** This Purchase Agreement is made for the benefit of the City and the Purchaser (including the successors or assigns of the Purchaser and the Indemnified Parties and their successors and assigns) and no other person including any purchaser of the Series 2010 Bonds shall acquire or have any rights hereunder or by virtue hereof.

**Section 15. Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

**Section 16. Effectiveness.** This Purchase Agreement shall become effective upon your acceptance hereof.

**Section 17. Counterparts.** This Purchase Agreement 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.

**Section 18. Captions.** The captions or headings in this Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Purchase Agreement.

(Remainder of this page intentionally left blank)

**IN WITNESS WHEREOF**, the parties have executed this Bond Purchase Agreement as of the date set forth above.

**OPPENHEIMER & CO. INC.**, as Purchaser

By: \_\_\_\_\_

Accepted and agreed to as of  
the date first above written:

**CITY OF OVERLAND PARK, KANSAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE I  
TO PURCHASE AGREEMENT**

\$ \_\_\_\_\_  
**CITY OF OVERLAND PARK, KANSAS  
TRANSPORTATION DEVELOPMENT DISTRICT  
SALES TAX REVENUE BONDS  
(OAK PARK MALL PROJECT)  
SERIES 2010**

Maturity Schedule

<u>Maturity Date</u> <u>(April 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield</u> <sup>1</sup>	<u>CUSIP</u> <u>Numbers</u> <sup>2</sup>
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2020<sup>3</sup>  
2032<sup>3</sup>

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<sup>1</sup> Yield calculated to the first optional call date (\_\_\_\_\_, 20\_\_).

<sup>2</sup> CUSIP Numbers have been assigned to this issue by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are included solely for the convenience of the Bondowners. Neither the City nor the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers set forth above.

<sup>3</sup> Term Bond subject to mandatory sinking fund redemption.