CERTIFICATE PURCHASE AGREEMENT

THIS CERTIFICATE PURCHASE AGREEMENT is dated January __, 2012 among SEDGWICK COUNTY UNIFIED SCHOOL DISTRICT NO. 261, HAYSVILLE, KANSAS (the "District"), SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, as trustee under the Declaration of Trust referred to herein (the "Trustee"), and ALL POINTS CAPITAL CORP., MELVILLE, NEW YORK, as purchaser (the "Purchaser").

A. At the request of the District, the Trustee is delivering the Certificates of Participation, Series 2012, evidencing Interests in Basic Rent Payments to be made by the District, pursuant to the Lease Purchase Agreement dated January __, 2012, between the Trustee and the District (the "Lease Purchase Agreement"), in the aggregate principal amount of $1,900,000 (the "Series 2012 Certificates").

B. The Series 2012 Certificates shall be executed and delivered pursuant to the Declaration of Trust dated January __, 2012 (the "Declaration of Trust") by the Trustee, as trustee thereunder. The Series 2012 Certificates represent proportionate interests in the Basic Rent Payments to be paid by the District under the Lease Purchase Agreement described herein.

C. Pursuant to the Lease Purchase Agreement, the proceeds of the Series 2012 Certificates together with other available funds of the District are to be applied (i) to acquire, construct and equip improvements to the existing District facilities, including HVAC, lighting, mechanical and plumbing upgrades, and (ii) to pay a portion of the costs of issuance of the Certificates in an amount not to exceed 2% of the principal amount of the 2012 Certificates. The improvements financed with the proceeds of the Series 2012 Certificates are hereinafter referred to as the "Improvements."

D. Pursuant to said Lease Purchase Agreement, the Trustee will lease the Improvements to the District. Under the Lease Purchase Agreement, the District is obligated to make payments to the Trustee (the "Basic Rent Payments"). The Declaration of Trust, the Lease Purchase Agreement and the documents and agreements to be executed and delivered in connection therewith are sometimes hereinafter collectively referred to as the "Certificate Documents."

E. The Series 2012 Certificates are payable solely from Basic Rent Payments made by the District under the Lease Purchase Agreement. The Series 2012 Certificates are further secured by the Improvements under the Lease Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained and intending to be legally bound, the District, the Trustee and the Purchaser hereby agree as follows:

Section 1. Definitions. Terms used and defined herein shall have the meanings set forth herein. Terms used and not defined herein shall have the respective meanings ascribed to such terms in the Declaration of Trust, unless different meanings clearly appear from the context.

Section 2. Purchase of Series 2012 Certificates. The Purchaser agrees to purchase all of the Series 2012 Certificates, payable in immediately available funds on the date of closing ("Closing") of the initial execution and delivery of the Series 2012 Certificates for the purchase price of $1,900,000.

The Closing shall occur on January __, 2012 or such other date as is mutually agreed upon by the District, the Trustee and the Purchaser. The Series 2012 Certificates shall be subject to the payment terms contained in ***Schedule 1*** attached hereto. The Purchaser agrees to create and deliver at closing a representation letter in the form of ***Exhibit A*** attached hereto.

Section 3. Representations of the District. In consideration of the foregoing, to induce the Trustee to issue and deliver the Series 2012 Certificates and to induce the Purchaser to purchase Series 2012 Certificates, the District hereby represents and warrants to the Trustee and the Purchaser that:

(a) The District is a unified school district duly organized and validly existing under the laws of the State of Kansas, with full power and authority pursuant to K.S.A. 72-8225 and K.S.A. 10-1101 *et seq.* to consummate all transactions contemplated by this Certificate Purchase Agreement, the Certificate Documents and any and all other agreements relating thereto, to execute, deliver and perform its obligations under the Certificate Documents to which it is a party, this Certificate Purchase Agreement and all other documents delivered by the District.

(b) The District has duly authorized the Certificate Documents to which it is a party, this Certificate Purchase Agreement and all other documents delivered by the District and all actions necessary and appropriate to carry out the same, and each such document, when executed and delivered by the District, will constitute the legal, valid and binding obligation of the District enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, or other similar laws or equitable principles affecting the enforcement of creditors' rights generally.

(c) The execution, delivery and performance by the District of the Certificate Documents to which it is a party, this Certificate Purchase Agreement or any other document delivered by the District in connection with the transactions contemplated thereunder will not violate or conflict with any provision of the Constitution of the State of Kansas or any statute or any rule, order, regulation, judgment or decree of any court, agency or other governmental or administrative board or body to which the District is subject, or conflict with or constitute a breach of or default under any provision of any indenture, mortgage, deed of trust, agreement or other instrument to which the District is a party or by which the District or any of its properties is bound.

(d) Except as otherwise contemplated in the Certificate Documents, no additional or further approval, consent, authorization or other action by any governmental or administrative board or body, not already obtained prior to the issuance of the Series 2012 Certificates, is required in connection with the execution, delivery or performance by the District of the Certificate Documents to which it is a party, this Certificate Purchase Agreement and all other documents delivered by the District.

(e) There is no action, suit, proceeding, investigation or inquiry, at law or in equity, by or before any court, agency or other governmental or administrative board or body, pending or, to the knowledge of the District, threatened against the District, wherein an unfavorable decision, ruling or finding would have a material adverse effect on (i) the financial condition of the District; (ii) the ability of the District to make the payments required under the Certificate Documents or to otherwise comply with the transactions contemplated by this Certificate Purchase Agreement, (iii) the validity or enforceability of the Certificate Documents, this Certificate Purchase Agreement or any other document delivered by the

District in connection with the transactions contemplated thereunder or (iv) the existence or powers of the District.

The foregoing representations and warranties shall survive Closing.

Section 4. Representations of Trustee. In consideration of the foregoing and to induce the Purchaser to purchase the Series 2012 Certificates, the Trustee hereby represents to the Purchaser that:

(a) The Trustee is a state banking corporation duly and legally organized under the laws of the State of Kansas having full power and authority to consummate all transactions contemplated by this Certificate Purchase Agreement, the Certificate Documents and any and all other agreements relating thereto, to execute, deliver and perform its obligations under the Certificate Documents to which it is a party and this Certificate Purchase Agreement and to issue and deliver the Series 2012 Certificates.

(b) The Trustee has duly authorized the Certificate Documents to which it is a party, this Certificate Purchase Agreement, the issuance and delivery of the Series 2012 Certificates and all actions necessary or appropriate to carry out the same, and each such document, when executed and delivered by the Trustee, will constitute the legal, valid and binding obligation of the Trustee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws or equitable principles affecting the enforcement of creditors' rights generally.

(c) The execution, delivery and performance by the Trustee of the Certificate Documents to which it is a party and this Certificate Purchase Agreement, and the issuance and delivery of the Series 2012 Certificates, will not violate or conflict with any provision of the articles of association or charter of the Trustee or any applicable statute (including the Act), or any rule, order, regulation, judgment or decree of any court, agency or other governmental or administrative board or body to which the Trustee is subject, or conflict with or constitute a breach of or a default under any provision of any indenture, mortgage, deed of trust, agreement or other instrument to which the Trustee is a party or by which it is bound.

(d) There is no action, suit, proceeding, investigation or inquiry by or before any court, agency or other governmental or administrative board or body pending or, to the knowledge of the Trustee, threatened challenging or contesting the powers of the Trustee, the authorization of any members, directors, commissioners or officers of the Trustee to act in their respective capacities, the issuance of the Series 2012 Certificates, the validity or enforceability of the Certificate Documents to which it is a party or this Certificate Purchase Agreement, or the performance by the Trustee of any of its obligations thereunder.

The foregoing representations shall survive Closing.

Section 5. Conditions of Closing.

(A) The purchase of the Series 2012 Certificates by the Purchaser is subject to fulfillment of the following conditions at or before Closing:

(a) The Trustee's and the District's representations hereunder shall be true on and as of the Closing Date and shall be confirmed by certificates at Closing, as provided below.

(b) Neither the Trustee nor the District shall have defaulted in any of the covenants hereunder.

(c) The Purchaser shall have received:

(i) original executed copies (or photocopies thereof) of the Certificate Documents in forms acceptable to the Purchaser, the Trustee and the District, and all other documents executed in connection therewith or delivered at Closing;

(ii) opinion of Special Tax Counsel, dated the date of Closing, in the form acceptable to Purchaser; and

(iii) opinion of District Counsel, dated the date of Closing, in the form acceptable to Purchaser.

(d) At Closing there shall not have been any material adverse change with respect to the transactions contemplated by this Certificate Purchase Agreement or in the operations, property or financial condition of the District, except as set forth in or contemplated by the Certificate Purchase Agreement, which, in the judgment of the Purchaser, is material and makes it inadvisable to proceed with the placement and sale of the Series 2012 Certificates; and the Purchaser shall have received certificates that no such material adverse change has occurred or, if such a change has occurred, full information with respect thereto.

(e) The Purchaser shall receive such documentation as it may reasonably request to evidence that the District has received all necessary approvals from applicable state and local governmental authorities required on the part of the District to be obtained in connection with the execution and delivery of the Certificate Documents and this Certificate Purchase Agreement and the District's consummation of the transactions contemplated thereby.

(f) The District shall have received an allocation of Qualified Zone Academy Bonds from the Kansas State Department of Education at least equal to the aggregate principal amount of the Series 2012 Certificates.

Section 6. Events Permitting Purchaser to Terminate. The Purchaser may terminate its obligation to purchase the Certificates at any time before Closing if any of the following occur:

(a) Legislative, executive or regulatory action or a court decision which casts sufficient doubt on the legality of obligations such as the Certificates, or the tax credit amount available to the Purchaser with respect to the Certificates so as to impair materially the marketability thereof;

(b) Any action by the Securities and Exchange Commission or a court which would require any registration under the Securities Act, in connection with the issuance, placement or sale of the Certificates, or qualification of the Declaration of Trust under the Trust Indenture Act of 1939, as amended;

(c) Any general suspension of trading in securities on the New York Stock Exchange or the establishment by the New York Stock Exchange, by the Securities and Exchange Commission, by any federal or state agency or by the decision of any court, of any limitation on prices for such trading, or any outbreak of hostilities or occurrence of any other national or international calamity or crisis, the effect of which on the financial markets of the

United States shall be such as to make it impracticable for the Purchaser to proceed with the placement of the Certificates;

(d) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(e) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which materially adversely affects the market price of the Certificates.

Section 7. Notices and Other Actions. All notices, demands and formal actions hereunder shall be in writing mailed, telegraphed or delivered to:

The Trustee:

Security Bank of Kansas City
Suite 206
701 Minnesota Avenue
Kansas City, KS 66101
Attention: Corporate Trust Dept.

The District:

Sedgwick County Unified School District No. 261
1745 West Grand
Haysville, KS 67060
Attention: Superintendent

The Purchaser:

All Points Capital Corp.
265 Broadhollow Road
Melville, New York 11747
Attention: Chief Executive Officer

Section 8. Governing Law. This Certificate Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 9. Trustee's Fees. The District, the Trustee and the Purchaser agree that the District will pay a set up fee for the Certificates to the Trustee. In addition, the Trustee will receive an annual fee to be paid by the District.

Section 10. Assignment; Successors and Assigns. The rights and obligations of the Purchaser hereunder shall not be assignable without the prior written consent of the District. This Certificate Purchase Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and will not confer any rights upon any other persons except that Purchasers of the Series 2012 Certificates shall be beneficiaries of the representations in ***Sections 5*** and ***6*** hereof.

Section 11. Counterparts. This Certificate Purchase Agreement may be executed in any number of counterparts, all of which taken together shall be one and the same instrument, and any parties hereto may execute this Certificate Purchase Agreement by signing any such counterpart.

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IN WITNESS WHEREOF, the District, the Trustee and the Purchaser have caused their duly authorized representatives to execute and deliver this Certificate Purchase Agreement as of the date first written above.

SEDGWICK COUNTY UNIFIED SCHOOL DISTRICT NO. 261, HAYSVILLE, KANSAS

(SEAL)

By: _____
Susan Walston
President of the Board of Education

ATTEST:

_____
Debra M. Coleman
Clerk of the Board of Education

IN WITNESS WHEREOF, the District, the Trustee and the Purchaser have caused their duly authorized representatives to execute and deliver this Certificate Purchase Agreement as of the date first written above.

SECURITY BANK OF KANSAS CITY,
as Trustee

By: _____
Pete Gardner
Assistant Vice President

(SEAL)

ATTEST:

By:_____
Name:_____
Title:_____

IN WITNESS WHEREOF, the District, the Trustee and the Purchaser have caused their duly authorized representatives to execute and deliver this Certificate Purchase Agreement as of the date first written above.

ALL POINTS CAPITAL CORP.
as Purchaser

By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

By: _____
Name: _____
Title: _____

SCHEDULE 1

SERIES 2012 CERTIFICATE MATURITY SCHEDULE

Payment Date	Principal Amount
January 15, 2022	$1,900,000

(a) *Optional Prepayment.* The Series 2012 Certificates are subject to prepayment in whole, in connection with the District's purchase of the Improvements pursuant to *Section 10.01(a)* of the Lease, on any Payment Date, at a prepayment price equal to (i) the Principal Portion of Basic Rent Payments called for prepayment, plus (ii) the Interest Portion of Basic Rent Payments (calculated at the Interest Rate) accrued to the prepayment date.

(b) *Extraordinary Optional Prepayment.* In the event of substantial damage to or destruction or condemnation (other than condemnation by the District or any entity controlled by or otherwise affiliated with the District) of, or loss of title to, substantially all of the Improvements, or if, as a result of changes in the Constitution of Kansas or legislative or administrative action by the State of Kansas or the United States, the Lease becomes unenforceable, and the Improvements is not repaired or replaced and the District purchases the Improvements pursuant to *Section 10.01(b)* of the Lease, the Series 2012 Certificates are subject to optional prepayment prior to their nominal maturity, in whole, on any date, at a Prepayment Price equal to (i) the Principal Portion of Basic Rent Payments called for prepayment, plus (ii) the Interest Portion of Basic Rent Payments (calculated at the Interest Rate) accrued to the prepayment date.

(c) *Extraordinary Mandatory Prepayment from Unexpended Certificate Proceeds***.** The Series 2012 Certificates are subject to extraordinary mandatory prepayment, in whole or in part, on a date that is not more than 90 days after the third anniversary of the Commencement Date of the Lease (the **"**Expenditure Period," except as described below), in Authorized Denominations, at the Prepayment Price of 100% (expressed as a percentage of the Principal Portion of Basic Rent) of the Certificates called for prepayment, in an amount equal to the unexpended proceeds of the Series 2012 Certificates held by the Trustee, if any. Under Section 54A of the Code, the District may apply to the IRS for an extension of the Expenditure Period. If the District requests an extension and the IRS approves the request, the Series 2012 Certificates will be subject to extraordinary mandatory prepayment, in whole or in part, on a date that is not more than 90 days after the end of the Extension Period, at the Prepayment Price and in the amount as described above.

In the event any of the Certificates are to be prepaid, notice thereof identifying the Certificates to be prepaid will be given by first class mail, postage prepaid, mailed not more than 60 days and not less than 30 days prior to the Prepayment Date to each registered Owner of Certificates to be prepaid. The failure of the registered Owner of any Certificate to be so prepaid to receive notice of prepayment mailed as herein provided will not affect or invalidate the prepayment of such Certificate. All Certificates for which notice of prepayment is given will cease to bear interest on the specified Prepayment Date, provided moneys or certain securities for their prepayment are on deposit at the place of payment at that time, will cease to be entitled to any benefit or security under the Declaration of Trust and will no longer be deemed to be outstanding under the Declaration of Trust.

Exhibit A
See Attached