RESOLUTION

OF

CITY OF TOPEKA, KANSAS

PASSED

MAY 9, 2000

$6,850,000
GENERAL OBLIGATION BONDS
SERIES 2000-A
RESOLUTION

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Page

00050 Section 101. Definitions of Words and Terms.............. 1

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

00056 Section 201. Authorization of the Bonds..................... 7
00057 Section 202. Description of the Bonds...................... 8
00058 Section 203. Designation of Paying Agent and Bond Registrar........................................... 8
00059

00060 Section 204. Method and Place of Payment of the Bonds... 9
00061 Section 205. Registration, Transfer and Exchange of Bonds 10
00062 Section 206. Execution, Registration, Authentication and Delivery of Bonds................................ 11
00063

00064 Section 207. Mutilated, Lost, Stolen or Destroyed Bonds 12
00065 Section 208. Cancellation and Destruction of Bonds upon Payment.................................................. 13
00066

00067 Section 209. Preliminary and Final Official Statement... 13
00068 Section 210. Sale of the Bonds................................ 13
00069 Section 211. Book-Entry Bonds; Securities Depository.... 14

ARTICLE III

REDEMPTION OF BONDS

00070
00071
00072
00073
00074
00075 Section 301. Optional Redemption by the City.............. 15
00076 Section 302. Selection of Bonds to be Redeemed............ 16
00077 Section 303. Notice and Effect of Call for Redemption... 16

00078
00079
00080
00081
00082
00083 Section 401. Security for the Bonds.......................... 18
00084 Section 402. Levy and Collection of Annual Tax........... 18

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

00085
00086
00087
00088
00089
00090

00091 Section 501. Establishment of Funds and Account.......... 19
00092 Section 502. Disposition of Bond Proceeds.................. 19
00093 Section 503. Withdrawals from the Project Account........ 19
00094 Section 504. Surplus in the Project Account............... 19
00095 Section 505. Application of Moneys in Principal
ARTICLE VI
DEFAULT AND REMEDIES

ARTICLE VII
DEFEASANCE

ARTICLE VIII
TAX COVENANTS

ARTICLE IX
CONTINUING DISCLOSURE REQUIREMENTS

ARTICLE X
MISCELLANEOUS PROVISIONS

00134  Section 1004.  Further Authority.........................  28
00135  Section 1005.  Severability..............................  28
00136  Section 1006.  Governing Law............................  28
00137  Section 1007.  Effective Date............................  28
00138  Section 1008.  Effective Date............................  28
00139  Passage..................................................  29
00140  Signatures and Seal........................................  29
00141  Exhibit A:  Form of Bond
00142  Exhibit B:  Letter of Representations
RESOLUTION NO. 7059

A RESOLUTION INTRODUCED BY MAYOR JOAN WAGNON PRESCRIBING THE FORM AND DETAILS OF THE GENERAL OBLIGATION BONDS, SERIES 2000-A OF THE CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF $6,850,000 THE ISSUANCE OF WHICH WAS AUTHORIZED BY THE CITY PURSUANT TO ITS ORDINANCE NO. 17499 PASSED AND APPROVED MAY 9, 2000; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the Governing Body of the City of Topeka, Kansas, (the "City") has caused certain internal improvements (the "Improvements") to be made in the City under the authority of K.S.A. 12-110c, K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., all as amended, the home rule authority granted to the cities of the State of Kansas by Section 5 of Article 12 of the Kansas Constitution, Charter Ordinance No. 68 of the City of Topeka, Kansas, (the "City") (Section A12-1 of the Code of the City), Home Rule Ordinance No. 17366 of the City and other provisions of the laws of the State of Kansas applicable thereto; and

WHEREAS, the City has by its Ordinance No. 17499 passed and approved May 9, 2000, (the "Ordinance") authorized the issuance of its General Obligation Bonds, Series 2000-A in the aggregate principal amount of $6,850,000 (the "Bonds") under the authority of K.S.A. 12-110c, K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., all as amended, the home rule authority granted to the cities of the State of Kansas by Section 5 of Article 12 of the Kansas Constitution, Charter Ordinance No. 68 of the City of Topeka, Kansas, (Sections A12-1 of the Code of the City) Home Rule Ordinance No. 17366 and other provisions of the laws of the State of Kansas applicable thereto for the purpose of providing funds to pay the cost of making the Improvements; and

WHEREAS, in accordance with the City’s notice of the sale of the Bonds published in accordance with the requirements of law the Bonds have been sold to and purchased by Prudential Securities Incorporated, Dallas, Texas; and

WHEREAS, in accordance with the terms and conditions of the Ordinance, the City hereby intends to both prescribe the form and details of the Bonds and authorize certain other documents and actions in connection with the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

"Arbitrage Instructions" means the Arbitrage Instructions attached to the City's Federal Tax Certificate dated as of the date of issuance and delivery of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Counsel" means the firm of Nichols and Wolfe Chartered, or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing as selected by the City.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Bonds" means the General Obligation Bonds, Series 2000-A, authorized and issued by the City pursuant to the Ordinance.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.


"City" means the City of Topeka, Kansas, the issuer of the Bonds.

"Clerk" means the duly appointed and/or elected Clerk of the City or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the City.


"Costs of Issuance" means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code and with the Disclosure Certificate, all expenses,
if any, incurred in connection with receiving ratings on the Bonds.

"Dated Date" means May 15, 2000.

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

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the City of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent.

"Disclosure Certificate" means the Continuing Disclosure Certificate attached to the City’s Final Certificate as Exhibit D and included in the transcript of proceedings pertaining to the issuance of the Bonds.

"Event of Default" means each of the following occurrences or events:
"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of Section 701 hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

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

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" means: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the City's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks located in the county or counties in which the City is located; (f) obligations of the federal national mortgage association, federal home loan banks or the federal home loan mortgage corporation; (g) repurchase agreements for securities described in (c) or (f); 

(h) investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's, Inc. or Standard & Poor's; (i) investments in shares or units of a money market fund or trust the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the States as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f). No Permitted Investment shall include any derivative investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency,
futures contract, including futures, options and collateralized mortgage obligations.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Principal and Interest Account" means the Principal and Interest Account for the City of Topeka, Kansas, General Obligation Bonds, Series 2000-A, created herein within the City’s Bond and Interest Fund.

"Project Account" means the Project Account in the treasury of the City, created herein.

"Purchase Price" means the purchase price of the Bonds as set forth in the Bid Proposal for Purchase of Series 2000-A Bonds as submitted by the Purchaser and accepted by the City, plus accrued interest to the date of delivery.

"Purchaser" means Prudential Securities Incorporated, Dallas, Texas, the original purchaser of the Bonds.

"Rebate Fund" means the Rebate Fund for the City of Topeka, Kansas, General Obligation Bonds, Series 2000A, created herein.

"Record Dates" for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of each month of such Interest Payment Date.

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

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

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with Section 211 hereof.

"Representation Letter" means the Representation Letter from the City and the Paying Agent to the Securities Depository with respect to the Bonds, substantially in the form attached to this Resolution as Exhibit B.

"Resolution" means this resolution relating to the Bonds.

"Special Record Date" means the date fixed by the Paying Agent pursuant to Section 204 hereof for the payment of Defaulted Interest.


"State" means the State of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State of Kansas.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Treasurer" means the duly appointed and/or elected Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities consisting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in the future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation).

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2000-A, of the City in the aggregate principal amount of $6,850,000 for the purpose of providing funds to pay the costs of the Improvements as described in the Bond Ordinance, in accordance with K.S.A. 12-110c, K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., Article 1 of Chapter 10, Kansas Statutes Annotated, all as amended, the home rule authority granted to the cities of the State of Kansas by Section 5 of Article 12 of the Kansas Constitution, Charter Ordinance No. 68 of the City (Section A12-1 of the Code of the City), Home Rule Ordinance No. 17366 of the City and other provisions of the laws of the State of Kansas applicable thereto.
Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in the denominations of $5,000 or any integral multiple thereof and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated May 15, 2000, shall become due in the amounts on the Stated Maturities (subject to redemption and payment prior to their Stated Maturities as provided in Article III hereof), and shall bear interest at the rates per annum as follows:

<table>
<thead>
<tr>
<th>MATURITY (August 15)</th>
<th>PRINCIPAL</th>
<th>INTEREST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AMOUNT</td>
<td>RATE</td>
</tr>
<tr>
<td>2001</td>
<td>$185,000</td>
<td>4.70%</td>
</tr>
<tr>
<td>2002</td>
<td>205,000</td>
<td>4.90</td>
</tr>
<tr>
<td>2003</td>
<td>225,000</td>
<td>4.90</td>
</tr>
<tr>
<td>2004</td>
<td>255,000</td>
<td>5.05</td>
</tr>
<tr>
<td>2005</td>
<td>210,000</td>
<td>5.15</td>
</tr>
<tr>
<td>2006</td>
<td>230,000</td>
<td>5.20</td>
</tr>
<tr>
<td>2007</td>
<td>265,000</td>
<td>5.25</td>
</tr>
<tr>
<td>2008</td>
<td>290,000</td>
<td>5.30</td>
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<tr>
<td>2009</td>
<td>305,000</td>
<td>5.35</td>
</tr>
<tr>
<td>2010</td>
<td>320,000</td>
<td>5.40</td>
</tr>
<tr>
<td>2011</td>
<td>340,000</td>
<td>5.45</td>
</tr>
<tr>
<td>2012</td>
<td>355,000</td>
<td>5.50</td>
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<tr>
<td>2013</td>
<td>375,000</td>
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<tr>
<td>2014</td>
<td>395,000</td>
<td>5.60</td>
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<tr>
<td>2015</td>
<td>420,000</td>
<td>5.65</td>
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<tr>
<td>2016</td>
<td>440,000</td>
<td>5.75</td>
</tr>
<tr>
<td>2017</td>
<td>465,000</td>
<td>5.75</td>
</tr>
<tr>
<td>2018</td>
<td>495,000</td>
<td>5.80</td>
</tr>
<tr>
<td>2019</td>
<td>520,000</td>
<td>5.85</td>
</tr>
<tr>
<td>2020</td>
<td>555,000</td>
<td>5.90</td>
</tr>
</tbody>
</table>

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid, payable on the Interest Payment Dates in the manner set forth in Section 204 hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be typed or printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as Exhibit A or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 et seq.

Section 203. Designation of Paying Agent and Bond Registrar. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor and Clerk of the City are hereby authorized and empowered to
execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds.

The City will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent or Bond Registrar by (1) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (2) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 et seq. and K.S.A. 10-620 et seq., respectively.

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

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal corporate trust office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States) ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph.
The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

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

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

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional
costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The City and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 303 hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Inter-
est pursuant to Section 204 hereof.

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

At reasonable times and under reasonable regulations estab-
lished by the Bond Registrar, the Bond Register may be inspected and copied by the Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

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

The Bonds shall have endorsed thereon a certificate of
authentication substantially in the form attached hereto as
Exhibit A hereof, which shall be manually executed by an author-
ized officer or employee of the Bond Registrar, but it shall not
be necessary that the same officer or employee sign the certifi-
cate of authentication on all of the Bonds that may be issued
hereunder at any one time. No Bond shall be entitled to any
security or benefit under this Resolution or be valid or obliga-
tory for any purpose unless and until such certificate of authen-
tication has been duly executed by the Bond Registrar. Such
executed certificate of authentication upon any Bond shall be
conclusive evidence that such Bond has been duly authenticated
and delivered under this Resolution. Upon authentication, the
Bond Registrar shall deliver the Bonds to the Purchaser upon
instructions of the City or its representative.

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

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

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

Every new Bond issued pursuant to this Section shall consti-
tute a replacement of the prior obligation of the City, and
shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Preliminary and Final Official Statement. The Preliminary Official Statement dated April 27, 2000, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City 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(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the passage of this Resolution, upon payment of the Purchase Price.
Section 211. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Bond Registrar, may select a successor securities depository in accordance with Section 211(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with Section 211(c) hereof, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information...
from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Bond Registrar and the City receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) The execution and delivery of the Representation Letter to DTC by the Mayor of the City in the form attached hereto as Exhibit B with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby authorized, and execution of the Representation Letter by the Mayor shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by Registered Owners of the Bonds and beneficial Owners and payments on the Bonds. The Paying Agent shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption by City. The Bonds maturing on or prior to August 15, 2005, shall become due without the option of prior payment. The Bonds maturing on or after August 15, 2006, may be called for redemption and payment prior to maturity on August 15, 2005, and thereafter in whole or in part on any date (Bonds of less than a single maturity to be selected by lot in multiples of $5,000 principal amount by the Paying Agent and Bond Registrar in such equitable manner as they shall designate), at the redemption price equal to the principal amount thereof with a premium of one percent of the principal amount redeemed, such premium to decline one-quarter of one percent (1/4 of 1%) each Interest Payment Date thereafter, plus accrued interest thereon to the date fixed for redemption and payment.
Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the Bonds of the same maturity are to be redeemed and paid prior to their Stated Maturity, the Bonds to be redeemed shall be selected by the Bond Registrar in $5,000 units of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Owner or the Owner’s duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent the $5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the City desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by it of the City’s written notice at least 45 days prior to the Redemption Date. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in Section 303 are met.

Unless waived by any Owner of Bonds to be redeemed, the Bond Registrar shall give written notice of the redemption of said Bonds on a specified date, the same being described by maturity, said notice to be mailed by United States first class mail addressed to the Owners of said Bonds to be redeemed and to the Original Purchaser of the Bonds, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such addition-
al notice as may be required by Kansas law or regulations of the
Securities and Exchange Commission in effect as of the date of
such notice.

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

(a) the Redemption Date;
(b) the Redemption Price;
(c) if less than all Outstanding Bonds are to be
redeemed, the identification (and, in the case of partial
redemption of any Bonds, the respective principal amounts)
of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Re-
demption Price will become due and payable upon each such
Bond or portion thereof called for redemption and that
interest thereon shall cease to accrue from and after the
Redemption Date; and

(e) the place where such Bonds are to be surrendered
for payment of the Redemption Price, which shall be the
principal office of the Paying Agent.

The failure of any Owner to receive notice given as hereto-
fore provided or an immaterial defect therein shall not invali-
date any redemption.

Prior to any Redemption Date, the City shall deposit with
the Paying Agent an amount of money sufficient to pay the Redemp-
tion Price of all the Bonds or portions of Bonds that are to be
redeemed on such Redemption Date.

Official notice of redemption having been given as afore-
said, the Bonds or portions of Bonds to be redeemed shall become
due and payable on the Redemption Date, at the Redemption Price
therein specified, and from and after the Redemption Date (un-
less the City defaults in the payment of the Redemption Price)
such Bonds or portion of Bonds shall cease to bear interest.
Upon surrender of such Bonds for redemption in accordance with
such notice, the Redemption Price shall be payable as herein
provided for payment of interest. Upon surrender for any par-
tial redemption of any Bond, there shall be prepared for the
Owner a new Bond or Bonds of the same Stated Maturity in the
amount of the unpaid principal as provided herein. All Bonds
that have been surrendered for redemption shall be cancelled and
destroyed by the Paying Agent as provided herein and shall not
be reissued.

The Paying Agent is also directed to comply with any manda-
tory or voluntary standards then in effect for processing redemp-
tions of municipal securities established by the State or the
Securities Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon specially benefited property and, if not so paid, from ad valorem taxes which may be levied without limitation upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal of and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary assessments and taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Principal and Interest Account, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same become due, taking into account the fees and expenses of the Bond Registrar and Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.
ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

(a) In the treasury of the City, the "Project Account";

(b) In the City's Bond and Interest Fund, the Principal and Interest Account for the City of Topeka, Kansas, General Obligation Bonds, Series 2000-A (Internal Improvement Bonds) (the "Principal and Interest Account"); and

(c) Rebate Fund for the City of Topeka, Kansas, General Obligation Bonds, Series 2000-A (Internal Improvement Bonds) (the "Rebate Fund").

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

Section 502. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery thereof, shall be deposited as follows:

(a) In the Principal and Interest Account, a sum equal to the accrued interest paid on the Bonds.

(b) In the Project Account, the balance of the proceeds of the Bonds.

Section 503. Withdrawals from the Project Account. The Treasurer shall make withdrawals from the Project Account solely for the purpose of paying costs and expenses of the Improvements and paying the Costs of Issuance for the Bonds. Such withdrawals shall be made only on due authorization by the governing body of the City.

Section 504. Surplus in the Project Account. All moneys remaining in the Project Account after the completion of the Improvements, as determined by the governing body of the City, shall be transferred immediately to the Principal and Interest Account and applied to the next installment of principal due on the series of Bond from which surplus moneys remain.

Section 505. Application of Moneys in Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the
usual and customary fees and expenses of the Bond Registrar and
Paying Agent. The Treasurer is authorized and directed to
withdraw from the Principal and Interest Account sums sufficient
to pay both principal or Redemption Price of and interest on the
Bonds and the fees and expenses of the Bond Registrar and Paying
Agent as and when the same become due, and to forward such sums
to the Paying Agent in a manner which ensures that the Paying
Agent will receive immediately available funds in such amounts
on or before the Business Day immediately preceding the dates
when such principal, interest and fees of the Bond Registrar and
Paying Agent will become due. If, through the lapse of time or
otherwise, the Owners of Bonds are no longer entitled to enforce
payment of the Bonds or the interest thereon, the Paying Agent
shall return said funds to the City. All moneys deposited with
the Paying Agent shall be deemed to be deposited in accordance
with and subject to all of the provisions contained in this
Resolution and shall be held in trust by the Paying Agent for
the benefit of the Owners of the Bonds and entitled to payment
from such moneys.

Any moneys or investments remaining in the Principal and
Interest Account after the retirement of the indebtedness for
which the Bonds were issued shall be transferred and paid into
the Bond and Interest Fund of the City.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such
amounts as are required to be deposited therein pursuant to the
Arbitrage Instructions. All money at any time deposited in the
Rebate Fund shall be held in trust, to the extent required to
pay rebatable arbitrage to the United States of America, and
neither the City nor the Owner of any Bonds shall have any
rights in or claim to such money. All amounts deposited into or
on deposit in the Rebate Fund shall be governed by this Section
and the Arbitrage Instructions.

(b) The City shall periodically determine the rebatable
arbitrage, if any, under Section 148(f) of the Code in accor-
dance with the Arbitrage Instructions, and the City shall make
payments to the United States of America at the times and in the
amounts determined under the Arbitrage Instructions. Any moneys
remaining in the Rebate Fund after redemption and payment of all
of the Bonds and payment and satisfaction of any rebatable arbi-
trage, or provision made therefor, shall be deposited into the
Principal and Interest Account of the City.

(c) Notwithstanding any other provision of this Resolu-
tion, including in particular Article VII hereof, the obligation
to pay rebatable arbitrage to the United States of America and
to comply with all other requirements of this Section and the
Arbitrage Instructions shall survive the defeasance or payment
in full of the Bonds.
if, in the opinion of Bond Counsel, such amendment or replace-
ment will not adversely affect the exclusion from gross income
for federal income tax purposes of interest on the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in
each of the Funds and Account shall be invested in accordance
with the requirements of K.S.A. 10-131, as amended. All such
investment constituting deposits shall be continuously and ade-
quately secured by the financial institutions holding such
deposits as provided by the laws of the State. All moneys held
in the Funds and Accounts shall be kept separate and apart from
all other funds of the City so that there shall be no comming-
gling of such funds with any other funds of the City.

Moneys held in the funds and accounts herein created or
established in conjunction with the issuance of the Bonds may be
invested by the City in Permitted Investments or in other invest-
ments allowed by Kansas law in such amounts and maturing at such
times as shall reasonably provide for moneys to be available
when required in said accounts or funds; provided, however, that
no such investment shall be made for a period extending longer
than to the date when the moneys invested may be needed for the
purpose for which such fund or account was created. All inter-
est on any Permitted Investment held in any fund or account
(except amounts required to be deposited in the Rebate Fund in
accordance with the Arbitrage Instructions) shall accrue to and
become a part of such fund or account; provided, however, that
interest earned on investments of moneys held in the Project
Account may, at the direction of the governing body of the City,
be paid and credited to the Principal and Interest Account and
used to pay interest on the Bonds. In determining the amount
held in any fund or account under the provisions of the Resolu-
tion, Permitted Investments shall be valued at their par value
or at their then current redemption value, whichever is lower.

Section 508. Nonpresentment of Bonds. If any Bond is not
presented for payment when the principal thereof becomes due at
Maturity, if funds sufficient to pay such Bond have been made
available to the Paying Agent all liability of the City to the
Owner thereof for the payment of such Bond shall forthwith
cease, determine and be completely discharged, and thereupon it
shall be the duty of the Paying Agent to hold such funds, with-
out liability for interest thereon, for the benefit of the Owner
of such Bond, who shall thereafter be restricted exclusively to
such funds for any claim of whatever nature on his part under
this Resolution or on, or with respect to, said Bond. If such
funds shall have remained unclaimed for five (5) years after
such principal or interest has become due and payable, such
funds shall be paid to the City; and all liability of the Paying
Agent to the owner thereof for the payment of such Bond shall
forthwith cease, terminate and be completely discharged. The
obligations of the Paying Agent under this Section to pay any
such funds to the City shall be subject to any provisions of law
applicable to the Paying Agent or to such funds providing other requirements for disposition of unclaimed property.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be equal in rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No
waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with Section 303 of this Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company...
in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

ARTICLE VIII
TAX COVENANTS

Section 801. General Covenants.

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

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

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code.

Section 802. Rebate Covenant. The City covenants and agrees that it will pay or provide for the payment from time to time all amounts required to be rebated to the United States pursuant to Section 149(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.
Section 803. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article VII hereof or any other provision of this Resolution until the final maturity date of all Bonds Outstanding.

Section 804. Qualified Tax-exempt Obligations. The Bonds are not designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code.

ARTICLE IX
CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The City hereby covenants with the Purchaser and the Beneficial Owners (as defined in the Disclosure Certificate) to provide and disseminate such information as is required by Rule 15c81-2 (as defined in the Disclosure Certificate) and is further set forth in the Disclosure Certificate. Such covenant shall be for the benefit of and enforceable by the Purchaser and such Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any such Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any such Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy as the Purchaser and/or any such Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its Funds and Accounts for the preceding Fiscal Year by a certified public accountant or firm of certified public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours of the City be open to the examination and inspection by any taxpayer, any Owner of the Bonds or by anyone acting for or on behalf
of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Resolution, the City shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the City and the Owners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the City with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the City is required to pay as principal or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the City may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file
in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be signed in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Resolution, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice,
consent or waiver, only Bonds which the Owners know to be so
owned shall be so disregarded. Notwithstanding the foregoing,
Bonds so owned which have been pledged in good faith shall not
be disregarded as aforesaid if the pledgee establishes to the
satisfaction of the Owners the pledgee's rights so to act with
respect to such Bonds and that the pledgee is not the City.

Section 1004. Further Authority. The officers and official
of the City, including the Mayor and Clerk, are hereby
authorized and directed to execute all documents and take such
actions as they may deem necessary or advisable in order to
carry out and perform the purposes of this Resolution and to
make ministerial alterations, changes or additions in the forego-
ing agreements, statements, instruments and other documents
herein approved, authorized and confirmed which they may ap-
prove, and the execution or taking of such action shall be con-
cclusive evidence of such necessity or advisability.

Section 1005. Severability. If any section or other part
of this Resolution is for any reason held invalid, the invalidi-
y thereof shall not affect the validity of the other provisions
of this Resolution.

Section 1006. Governing Law. This Resolution shall be
governed exclusively by and construed in accordance with the
applicable laws of the State.

Section 1007. Effective Date. This Resolution shall take
effect and be in full force from and after its passage by the
Council of the City.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)
PASSED and approved by the Council of the City of Topeka, Kansas on May 9, 2000.

CITY OF TOPEKA, KANSAS

Joan Wagoner, Mayor

ATTEST:

Iris E. Walker, City Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Council of the City of Topeka, Kansas, adopted by the Council at a regularly scheduled meeting held on May 9, 2000, as the same appears of record in my office, and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: May 9, 2000.

Iris E. Walker, City Clerk

APPROVED AS TO FORM & LEGALITY
MAY - 9 2000
CITY ATTORNEY'S OFFICE
EXHIBIT A
(FORM OF BOND)

01661 Unless this certificate is presented by an authorized representa-
01662 tive of The Depository Trust Company to the issuer or its agent
01663 for registration of transfer, exchange or payment, and any
01664 certificate issued is registered in the name of Cede & Co. or
01665 such other name as requested by an authorized representative of
01666 The Depository Trust Company and any payment is made to Cede &
01667 Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR
01668 OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered
01669 owner hereof, Cede & Co., has an interest herein.

01670

01671 UNITED STATES OF AMERICA
01672 STATE OF KANSAS
01673 COUNTY OF SHAWNEE
01674 CITY OF TOPEKA
01675

GENERAL OBLIGATION BOND
SERIES 2000-A

01676 No. R-_____

01677 $_______

01678 Rate of Maturity Dated CUSIP ______

01679 Interest: Date: May 15, 2000

01682 Registered Owner:

01683

PRINCIPAL AMOUNT

01684

01685

01686

01687 The City of Topeka, in the County of Shawnee, State of

01688 Kansas, (the "City") for value received acknowledges itself to

01689 be indebted to and promises to pay, but solely from the sources

01690 hereinafter pledged, to the registered owner identified above,

01691 or registered assigns as hereinafter provided, on the maturity

01692 date identified above, the principal amount identified above,

01693 and in like manner to pay, as of the Record Dates as hereinafter

01694 provided, interest on such principal amount from the date of

01695 this Bond or from the most recent interest payment date to which

01696 interest has been paid prior to the registration date set forth

01697 below at the rate of interest per annum set forth above semiannu-

01698 ally on February 15 and August 15 of each year (the "Interest

01699 Payment Dates") commencing February 15, 2001, until said princi-

01700 pal amount is paid.

01701

01702 The principal of and premium, if any, on this Bond shall be

01703 payable in lawful money of the United States of America at the

01704 office of Treasurer of the State of Kansas, Topeka, Kansas, (the

01705 "Paying Agent" and "Bond Registrar") upon presentation of this

01706 Bond for payment and cancellation. The interest on this Bond

01707 shall be payable in lawful money of the United States of America

01708 by check or draft of the Paying Agent by mailing to the regis-

01709 tered owner thereof at the address appearing on the registration

01710 books of the City maintained by the Bond Registrar or at such

01711 other address as is furnished in writing by such registered

A-1
owner to the Bond Registrar at the close of business on the 1st day of February or August of the applicable interest payment date (the "Record Dates"). The full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

It is hereby certified and declared that all acts, conditions and things required to be done and to exist precedent to, and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and Laws of the State of Kansas, and that the total indebtedness of said City, including this series of bonds, does not exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IN WITNESS WHEREOF, the said City of Topeka, in the State of Kansas, by its governing body, has caused this Bond to be executed by its Mayor and attested by its City Clerk by their manual or facsimile signatures with its corporate seal to be affixed or imprinted hereon, all as of the 15th day of May, 2000.
CITY OF TOPEKA, KANSAS

(manual or facsimile) Mayor

ATTEST: (manual or facsimile) City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the City of Topeka, Kansas, General Obligation Bonds, Series 2000-A described in the within mentioned Resolution.

Registration Date: __________________________

OFFICE OF THE STATE TREASURER
Topeka, Kansas,
as Bond Registrar and Paying Agent

By __________________________

I.D.#: __________________________
FURTHER TERMS AND PROVISIONS

This Bond is one of a duly authorized series of Bonds of the City aggregating the principal amount of $6,850,000 (the "Bonds") issued for the purposes set forth in Ordinance No. 17499 of the City (the "ordinance"). This Bond and the series of Bonds of which it is a part are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and Laws of the State of Kansas, including the home rule authority granted to the cities of the State of Kansas by Section 5 of Article 12 of the Kansas Constitution, K.S.A. 10-101 to 125, inclusive, as amended, K.S.A. 12-110c, K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., Charter Ordinance No. 68 of the City, Home Rule Ordinance No. 17366 of the City and all amendments thereof, acts supplemental thereto, the Ordinance, Resolution No. 7059 of the City (the "Resolution") and all other provisions of the laws of the State of Kansas applicable thereto.

The Bonds are issued in fully registered form in the denomination of $5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms set forth in the authorizing Ordinance and the Resolution.

At the option of the City, the Bonds maturing on or after August 15, 2005, may be called for redemption and payment prior to maturity on August 15, 2005, and thereafter in whole or in part on any date (Bonds of less than a single maturity to be selected by lot in multiples of $5,000 principal amount by the Paying Agent and Bond Registrar in such equitable manner as they shall designate), at the redemption price equal to the principal amount thereof with a premium of one percent of the principal amount redeemed, such premium to decline one-quarter of one percent (1/4 of 1%) each interest payment date thereafter, plus accrued interest thereon to the date fixed for redemption and payment.

Bonds will be redeemed in integral multiples of $5,000. If less than all Bonds are called for redemption, the Bond Registrar will, in the case of Bonds in denominations greater than $5,000, treat each $5,000 of face value as though it were a separate Bond.

In the event of any such redemption, the Paying Agent shall give notice of such call by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date of such redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar. Failure to give such notice by mailing to the registered owner of any Bond, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Bonds. Any no-
tice mailed as provided herein shall be conclusively presumed to
have been duly given, whether or not the owner of such Bonds
received the notice.

The City and the Bond Registrar may deem and treat the
person in whose name this Bond is registered as the absolute
owner hereof for the purpose of receiving payment of, or on
account of, the principal hereof, or redemption price hereof and
interest due hereof and for all other purposes.

This Bond is transferable by the registered owner hereof in
person or by his attorney duly authorized in writing at the
principal office of the Bond Registrar, but only in the manner,
subject to the limitations and upon payment of the charges pro-
vided in the Ordinance, and upon surrender and cancellation of
this Bond. The City shall pay out of the proceeds of the Bonds
or from other funds all costs incurred in connection with the
issuance, transfer, exchange, registration, redemption or pay-
ment of the Bonds except (a) the reasonable fees and expenses in
connection with the replacement of a Bond or Bonds mutilated,
stolen, lost or destroyed or (b) any tax or other governmental
charge imposed in relation to the transfer, exchange, registra-
tion, redemption or payment of the Bonds. Upon such transfer a
replacement Bond or Bonds of authorized denominations of the
same maturity and for the same aggregate principal amount will
be issued to the transferee in exchange therefor.

*******************************************************************************
BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does (do) hereby sell,
assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identifying No.)

the Bond to which this assignment is affixed in the outstanding
principal amount of $_________ standing in the name of the
undersigned on the books of the Treasurer of the State of Kansas
(the "Bond Registrar"). The undersigned does (do) hereby irrevo-
cably constitute and appoint ____________ as
attorney to transfer said Bond on the books of said Bond Regis-
trar with full power of substitution in the premises.

Dated ________________

Name

Social Security or Taxpayer
Identifying No.
Signature (Sign Here Exactly as Name(s) Appear on Face of Certificate)

Signature guaranty:

By

CERTIFICATE OF CITY CLERK

I, the undersigned, City Clerk of the City of Topeka, Kansas, do hereby certify that this Bond has been duly registered in my office according to law as of May 15, 2000.

WITNESS my hand and official seal.

(manual)

City Clerk

(SEAL)

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, TIM SHALLENGER, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of this Bond has been filed in my office and that this Bond was registered in my office according to law this ________________.

WITNESS my hand and official seal.

TIM SHALLENGER
TREASURER OF THE STATE OF KANSAS

By

Assistant State Treasurer

(SEAL)
EXHIBIT B

[Image]

Book-Entry-Only Municipal Bonds

Letter of Representations
[To be Completed by Issuer and Agent]

City of Topeka, Kansas
[Name of Issuer]

Kansas State Treasurer
[Name of Agent]

May 9, 2000
[Date]

Attention: Underwriting Department
The Depository Trust Company
55 Water Street 19th Floor
New York, NY 10041-0099

Re: $6,850,000 General Obligation Bonds, Series 2000-A

dated May 15, 2000

[Issue description (the "Securities")]

Ladies and Gentlemen:

This letter sets forth our understanding with respect to certain matters relating to the Securities. Agent shall act as trustee, paying agent, fiscal agent, or other agent of Issuer with respect to the Securities. The Securities have been issued pursuant to a trust indenture, bond resolution, or other such document authorizing the issuance of the Securities dated May 15, 2000 (the "Document"). ["Underwriter"] is distributing the Securities through The Depository Trust Company ("DTC").

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with its Rules with respect to the Securities, Issuer and Agent, if any, make the following
representations to DTC:

1. Prior to closing on the Securities on **May 31, 2000**, there shall be deposited with DTC one or more Security certificates registered in the name of DTC's nominee, Cede & Co., for each stated maturity of the Securities in the face amounts set forth on Schedule A hereto, the total of which represents 100% of the principal amount of such Securities. If, however, the aggregate principal amount of any maturity exceeds $400 million, one certificate shall be issued with respect to each $400 million of principal amount and an additional certificate shall be issued with respect to any remaining principal amount. Each Security certificate shall bear the following legend:

   Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Issuer represents: [**Note: Issuer must represent one of the following, and shall cross out the other.**]

[The Security certificate(s) shall remain in Agent's custody as a "Balance Certificate" subject to the provisions of the Balance Certificate Agreement between Agent and DTC currently in effect.

On each day on which Agent is open for business and on which it receives an instruction originated by a DTC participant ("Participant") through DTC's Deposit/Withdrawal at Custodian ("DWAC") system to increase the Participant's account by a specified number of Securities (a "Deposit Instruction"), Agent shall, no later than 6:30 p.m. (Eastern Time) that day, either approve or cancel the Deposit Instruction through the DWAC system.

On each day on which Agent is open for business and on which it receives an instruction originated by a Participant through the DWAC system to decrease the Participant's account by a specified number of Securities (a "Withdrawal Instruction"), Agent shall, no later than 6:30 p.m. (Eastern Time) that day, either approve or cancel the Withdrawal Instruction through the DWAC system.

Agent agrees that its approval of a Deposit or Withdrawal Instruction shall be deemed to be the receipt by DTC of a new reissued or reregistered certificated Security on registration of transfer to the name of Cede & Co. for the quantity of Securities evidenced by the Balance Certificate after the Deposit or Withdrawal Instruction is effected.]

[The Security certificate(s) shall be custodied with DTC.]
an interest in the Securities shall be deemed to have notice of the provisions of the Security certificate(s) by virtue of submission of such certificate(s) to DTC.

3. In the event of any solicitation of consents from or voting by holders of the Securities, Issuer or Agent shall establish a record date for such purposes (with no provision for revocation of consents or votes by subsequent holders) and shall send notice of such record date to DTC no fewer than 15 calendar days in advance of such record date. Notices to DTC pursuant to this Paragraph by telecopy shall be directed to DTC’s Reorganization Department, Proxy Unit at (212) 855-5181 or (212) 855-5182. If the party sending the notice does not receive a telecopy receipt from DTC confirming that the notice has been received, such party shall telephone (212) 855-5187. Notices pursuant to this Paragraph, by mail or by any other means, shall be sent to:

Supervisor, Proxy Unit
Reorganization Department
The Depository Trust Company
55 Water Street 50th Floor
New York, NY 10041-0099

4. In the event of a full or partial redemption or an advance refunding of part of the outstanding Securities, Issuer or Agent shall send a notice to DTC specifying: (a) the amount of the redemption or refunding; (b) in the case of a refunding, the maturity date(s) established under the refunding; and (c) the date such notice is to be mailed to beneficial owners or published (the “Publication Date”). Such notice shall be sent to DTC by a secure means (e.g., legible telecopy, registered or certified mail, overnight delivery) and in a timely manner designed to assure that such notice is in DTC’s possession no later than the close of business on the business day before or, if possible, two business days before the Publication Date. Issuer or Agent shall forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers (if applicable) which includes a manifest or list of each CUSIP submitted in that transmission. (The party sending such notice shall have a method to verify subsequently the use of such means and the timeliness of such notice.) The Publication Date shall be no fewer than 30 days nor more than 60 days prior to the redemption date or, in the case of an advance refunding, the date that the proceeds are deposited in escrow. Notices to DTC pursuant to this Paragraph by telecopy shall be directed to DTC’s Call Notification Department at (516) 227-4164 or (516) 227-4190. If the party sending the notice does not receive a telecopy receipt from DTC confirming that the notice has been received, such party shall telephone (516) 227-4070. Notices to DTC pursuant to this Paragraph, by mail or by any other means, shall be sent to:

Call Notification Department
The Depository Trust Company
711 Stewart Avenue
Garden City, NY 11530-4719

5. In the event of an invitation to tender the Securities, notice by Issuer or Agent to Security holders specifying the terms of the tender and the Publication Date of such notice shall be sent to DTC by a secure means (e.g., legible telecopy, registered or certified mail, overnight delivery) in a timely manner designed to assure that such notice is in DTC’s possession no later than the close of business on the business day before or, if possible, two business days before the Publication Date. Issuer or Agent shall forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers (if applicable) which includes a
manifest or list of each CUSIP number submitted in that transmission. (The party sending such notice shall have a method to verify subsequently the use and timeliness of such notice.) Notices to DTC pursuant to this Paragraph and notices of other actions (including mandatory tenders, exchanges, and capital changes) by teletypewriter shall be directed to DTC's Reorganization Department at (212) 855-5488. If the party sending the notice does not receive a teletypewriter receipt from DTC confirming that the notice has been received, such party shall telephone (212) 855-5135. Notices to DTC pursuant to this Paragraph, by mail or by any other means, shall be sent to:

Manager, Reorganization Department
Reorganization Window
The Depository Trust Company
55 Water Street 50th Floor
New York, NY 10041-0099

6. All notices and payment advices sent to DTC shall contain the CUSIP number of the Securities.

7. In the event of a change in the interest rate, Agent shall send notice to DTC of such change and Agent shall indicate the stated coupon rate. Such notice, which shall include Agent contact's name and telephone number, by teletypewriter shall be directed to DTC's Dividend Department at (212) 855-4555. If the party sending the notice does not receive a teletypewriter receipt from DTC confirming that the notice has been received, such party shall telephone (212) 855-4550. Notices to DTC pursuant to this Paragraph, by mail or by any other means, shall be sent to:

Manager, Announcements
Dividend Department
The Depository Trust Company
55 Water Street 25th Floor
New York, NY 10041-0099

8. Issuer or Agent shall provide a written notice of interest payment information, including stated coupon rate information, to DTC as soon as the information is available. Issuer or Agent shall provide this information directly to DTC electronically, as previously arranged by Issuer or Agent and DTC. If electronic transmission has not been arranged, absent any other arrangements between Issuer or Agent and DTC, such information shall be sent by teletypewriter to DTC's Dividend Department at (212) 855-4555 or (212) 855-4556. If the party sending the notice does not receive a teletypewriter receipt from DTC confirming that the notice has been received, such party shall telephone (212) 855-4550. Notices to DTC pursuant to this Paragraph, by mail or by any other means, shall be sent to:

Manager, Announcements
Dividend Department
The Depository Trust Company
55 Water Street 25th Floor
New York, NY 10041-0099

9. Interest payments and principal payments that are part of periodic principal-and-interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Issuer shall remit by
1:00 p.m. (Eastern Time) on the payment date all such interest payments due Agent, or at such earlier time as required by Agent to guarantee that DTC shall receive payment in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Absent any other arrangements between Issuer or Agent and DTC, such funds shall be wired to the Dividend Deposit Account number that will be stamped on the signature page hereof at the time DTC executes this Letter of Representations.

10. Agent shall provide DTC's Dividend Department, no later than 12:00 noon (Eastern Time) on the payment date, automated notification of CUSIP-level detail. If circumstances prevent the funds paid to Cede & Co., as nominee of DTC, by 2:30 p.m. (Eastern Time) from equaling the dollar amount associated with the detail payments by 12:00 noon (Eastern Time), Issuer or Agent must provide CUSIP-level reconciliation to DTC no later than 2:30 p.m. (Eastern Time). Reconciliation must be provided by either automated means or written format. Such reconciliation notice, if sent by telecopy, shall be directed to DTC's Dividend Department at (212) 855-4633, and receipt of such reconciliation notice shall be confirmed by telephoning (212) 855-4430.

11. Maturity and redemption payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns, in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Issuer shall remit by 1:00 p.m. (Eastern Time) on the payment date, all maturity and redemption payments due Agent, or at such earlier time as required by Agent to guarantee that DTC shall receive payment in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Absent any other arrangements between Issuer or Agent and DTC, such funds shall be wired to the Redemption Deposit Account number that will be stamped on the signature page hereof at the time DTC executes this Letter of Representations.

12. Principal payments (plus accrued interest, if any) as a result of optional tenders for purchase effected by means of DTC's Repayment Option Procedures shall be received by Cede & Co., as nominee of DTC, or its registered assigns, in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Issuer shall remit by 1:00 p.m. (Eastern Time) on the payment date all such reorganization payments due Agent, or at such earlier time as required by Agent to guarantee that DTC shall receive payment in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Absent any other arrangements between Issuer or Agent and DTC, such funds shall be wired to the Reorganization Deposit Account number that will be stamped on the signature page hereof at the time DTC executes this Letter of Representations.

13. DTC may direct Issuer or Agent to use any other telephone number or address as the number or address to which notices or payments may be sent.

14. In the event of a redemption, acceleration, or any other similar transaction (e.g., tender made and accepted in response to Issuer's or Agent's invitation) necessitating a reduction in the aggregate principal amount of Securities outstanding or an advance refunding of part of the Securities outstanding, DTC, in its discretion: (a) may request Issuer or Agent to issue and authenticate a new Bond certificate, or (b) may make an appropriate notation on the Bond certificate indicating the date and amount of such reduction in principal except in the case of final maturity, in which case the certificate will be presented to Issuer or Agent prior to payment if required.

15. In the event that Issuer determines that beneficial owners of Securities shall be able to obtain certificated Securities, Issuer or Agent shall notify DTC of the availability of Security certificates. In such event, Issuer or Agent shall issue, transfer, and exchange Security certificates in appropriate amounts, as required by DTC and others.
16. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent (at which time DTC will confirm with Issuer or Agent the aggregate principal amount of Securities outstanding). Under such circumstances, at DTC’s request, Issuer and Agent shall cooperate fully with DTC by taking appropriate action to make available one or more separate certificates evidencing Securities to any Participant having Securities credited to its DTC accounts.

17. Nothing herein shall be deemed to require Agent to advance funds on behalf of Issuer.

18. This Letter of Representations may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

19. This Letter of Representations shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to principles of conflicts of law.

20. The sender of each notice delivered to DTC pursuant to this Letter of Representations is responsible for confirming that such notice was properly received by DTC.

21. Issuer recognizes that DTC does not in any way undertake to, and shall not have any responsibility to, monitor or ascertain the compliance of any transactions in the Securities with the following, as amended from time to time: (a) any exemptions from registration under the Securities Act of 1933; (b) the Investment Company Act of 1940; (c) the Employee Retirement Income Security Act of 1974; (d) the Internal Revenue Code of 1986; (e) any rules of any self-regulatory organizations (as defined under the Securities Exchange Act of 1934); or (f) any other local, state, or federal laws or regulations thereunder.

22. Issuer hereby authorizes DTC to provide to Agent listings of Participants’ holdings, known as Security Position Listings (“SPLs”) with respect to the Securities from time to time at the request of the Agent. DTC charges a fee for such SPLs. This authorization, unless revoked by Issuer, shall continue with respect to the Securities while any Securities are on deposit at DTC, until and unless Agent shall no longer be acting. In such event, Issuer shall provide DTC with similar evidence; satisfactory to DTC, of the authorization of any successor thereto so to act. Requests for SPLs shall be sent by telecopy to the Proxy Unit of DTC’s Reorganization Department at (212) 855-5181 or (212) 855-5182. Receipt of such requests shall be confirmed by telephoning (212) 855-5202. Requests for SPLs sent by mail or by any other means shall be directed to the address indicated in Paragraph 3.

23. Issuer and Agent shall comply with the applicable requirements stated in DTC’s Operational Arrangements, as they may be amended from time to time. DTC’s Operational Arrangements are posted on DTC’s website at “www.DTC.org.”

-6-

mbnd1319-7/99
24. The following riders, attached hereto, are hereby incorporated into this Letter of Representations:

NONE
Notes:

A. If there is an Agent (as defined in this Letter of Representations), Agent, as well as Issuer, must sign this Letter. If there is no Agent, in signing this Letter Issuer itself undertakes to perform all of the obligations set forth herein.

B. Under the Rules of the Municipal Securities Rulemaking Board relating to "good delivery", a municipal securities dealer must be able to determine the date that a notice of a partial call or of an advance refunding of a part of an issue is distributed or published (the "Publication Date"). The establishment of such a Publication Date is addressed in Paragraph 3 of the Letter.

C. Schedule B contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

CITY OF TOPEKA, KANSAS

[Issuer]

By: ____________________________
[Authorized Officer's Signature]

KANSAS STATE TREASURER

[Agent]

By: ____________________________
[Authorized Officer's Signature]

Received and Accepted:
THE DEPOSITORY TRUST COMPANY

cc: Underwriter
    Underwriter's Counsel
**SCHEDULE A**

$6,850,000 City of Topeka, Kansas, General Obligation


(Describe Issue Including Issuer’s Name)

<table>
<thead>
<tr>
<th>CUSIP Number</th>
<th>Principal Amount</th>
<th>Maturity Date</th>
<th>Interest Rate</th>
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<td>8905674L1</td>
<td>$185,000</td>
<td>08/15/2001</td>
<td>4.70%</td>
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SCHEDULE B

SAMPLE OFFICIAL STATEMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE
(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any issue exceeds $400 million, one certificate will be issued with respect to each $400 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Direct Participants") deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Direct Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Direct and Indirect Participants are on file with the Securities and Exchange Commission.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

-10-

mbnd1319-7/99
4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Securities. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividends to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.
[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or
tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such
Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on
DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities
in connection with an optional tender or a mandatory purchase will be deemed satisfied when the
ownership rights in the Securities are transferred by Direct Participants on DTC's records and
followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC
account.]

10. DTC may discontinue providing its services as securities depository with respect to
the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances,
in the event that a successor securities depository is not obtained, Security certificates are required
to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry transfers through
DTC (or a successor securities depository). In that event, Security certificates will be printed and
delivered.

12. The information in this section concerning DTC and DTC's book-entry system has
been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for
the accuracy thereof.