
RESOLUTION

OF

CITY OF TOPEKA, KANSAS

ADOPTED

MARCH 7, 2006

\$10,405,000
FULL FAITH AND CREDIT STAR BONDS
SERIES 2006-A (HEARTLAND PARK)

42 RESOLUTION

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RESOLUTION NO. 7762

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**A RESOLUTION INTRODUCED BY CITY MANAGER NEIL DOBLER
PRESCRIBING THE FORM AND DETAILS OF THE FULL FAITH AND
CREDIT STAR BONDS, SERIES 2006-A (HEARTLAND PARK) OF THE
CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL
AMOUNT OF \$10,405,000 THE ISSUANCE OF WHICH WERE AUTHOR-
IZED BY THE ISSUER PURSUANT TO ITS ORDINANCE NO. 18580
ADOPTED AND APPROVED MARCH 7, 2006; AND AUTHORIZING
CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION
WITH THE ISSUANCE OF THE BONDS.**

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WHEREAS, the governing body of the City of Topeka, Kansas, (the "Issuer") is
authorized pursuant to K.S.A. 12-1770 to and including 12-1780d, as amended and
supplemented, (the "Act") including K.S.A. 12-1780b, as amended, to establish one or more
major motorsports complexes (as defined in K.S.A. 12-1770a(uu), as amended) in any area either
within or outside the boundaries of the Issuer; and

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WHEREAS, in accordance with the requirements of K.S.A. 12-1780c, as amended, the
Issuer has both proposed to undertake the construction and completion of certain improvements
in the Heartland Park Redevelopment District established by the Issuer within its boundaries in
accordance with the requirements of the Act (the "Project") and prepared a project plan therefore
together with all things required to be included therewith (the "Project Plan"); and

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WHEREAS, a copy of the Project Plan has been delivered to the board of county
commissioners of Shawnee County, Kansas, and the board of education of Unified School
District No. 450; and

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WHEREAS, the planning commission of the Issuer did find at its meeting held August
22, 2005, that the Project Plan is consistent with the intent of the comprehensive plan for the
development of the Issuer; and

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WHEREAS, the governing body of the Issuer has adopted its Resolution No. 7677,
passed and approved August 23, 2005, as amended by its Resolution No. 7688, passed and
approved September 27, 2005, stating that the Issuer is considering adopting the Project Plan;
and

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WHEREAS, the Issuer did in accordance with the requirements of applicable law give
notice of the date, hour and place of a public hearing to consider its adoption of the Project Plan;
and

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WHEREAS, the Issuer did hold such public hearing December 6, 2005, (the "Hearing")
in accordance with notice thereof duly given as aforesaid, to consider the adoption of the Project
Plan and, following such hearing, the governing body of the Issuer did adopt the Project Plan by
its Ordinance No. 18541, passed upon a 2/3 vote of the members of the governing body,
December 6, 2005, and published as required by law; and

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WHEREAS, the estimated cost of completing the Project in accordance with the Project
Plan is \$22,000,000 of which the Issuer has proposed, in accordance with K.S.A. 12-1780b(a), as
amended, to finance not more than fifty percent (50%) of such redevelopment project costs from
its full faith and credit STAR bonds payable from revenues described by subsection (a)(1)(D),
(a)(1)(F) and (a)(1)(G) of K.S.A. 12-1774, as amended, and from a pledge of the Issuer's full
faith and credit to use its ad valorem taxing authority for repayment thereof in the event all other
authorized sources of revenue are not sufficient (the "Bonds"); and

204
205 **WHEREAS**, the Board of County Commissioners of Shawnee County, Kansas, has
206 pledged all of the revenues received by Shawnee County from any transient guest, local sales and
207 use taxes which are collected from taxpayers doing business in the Redevelopment District to the
208 payment of the principal of and interest on the Bonds the issuance of which is authorized by
209 Ordinance No. 18580 of the Issuer adopted and approved March 7, 2006 (the "Ordinance"); and
210

211 **WHEREAS**, the Board of Regents of Washburn University has pledged all of the
212 revenues received by Washburn University from the retailer's sales tax imposed by the
213 University within Shawnee County, Kansas, pursuant to K.S.A 13-13a38 which are collected
214 from taxpayers doing business in the Redevelopment District to the payment of the principal of
215 and interest on the Bonds the issuance of which is authorized by the Ordinance; and
216

217 **WHEREAS**, the Secretary of Commerce of the State of Kansas did approve January 30,
218 2006, the Project and the issuance of the Bonds in an amount not exceeding the lesser of 50% of
219 the Project costs or \$10,460,000; and
220

221 **WHEREAS**, a sufficient protest (i.e., 3% or more of the qualified voters of the Issuer)
222 was not filed with the City Clerk within sixty (60) days following the date of the Hearing on the
223 proposed Project Plan; and
224

225 **WHEREAS**, in accordance with K.S.A. 12-1780b(b), as amended, the maximum
226 maturity of the Bonds to finance major motorsports complexes shall not exceed 20 years; and
227

228 **WHEREAS**, all legal requirements pertaining to the Project have been complied with
229 and the Issuer has by the Ordinance authorized the issuance of its Full Faith and Credit STAR
230 Bonds, Series 2006-A (Heartland Park) in the aggregate principal amount of \$10,405,000 (the
231 "Bonds") under the authority of the Act, K.S.A. 10-101 to 125, inclusive, all as amended, and
232 other provisions of the laws of the State of Kansas applicable thereto for the purpose of
233 providing funds to pay part of the cost of the Project; and
234

235 **WHEREAS**, in accordance with the terms and conditions of the Ordinance, the Issuer
236 hereby intends to both prescribe the form and details of the Bonds and authorize certain other
237 documents and actions in connection with the issuance of the Bonds.
238

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

241
242 **ARTICLE I**

243 **DEFINITIONS**
244

245
246 **Section 101. Definitions of Words and Terms.** In addition to words and terms
247 identified elsewhere herein, the following words and terms as used in this Resolution shall have
248 the following meanings:
249

250 **"Arbitrage Instructions"** means the Arbitrage Instructions attached to the Tax
251 Compliance Agreement dated as of the date of issuance and delivery of the Bonds, as the same
252 may be amended or supplemented in accordance with the provisions thereof.
253

254 **"Act"** means K.S.A. 12-1770 to and including K.S.A. 12-1780d, all as amended and
255 supplemented from time to time.
256

257 **"Bond Counsel"** means the firm of Nichols and Wolfe Chartered, or any other attorney
258 or firm of attorneys with a nationally recognized standing in the field of municipal bond financ-
259 ing as selected by the Issuer.

260
261 **"Bond Payment Date"** means any date on which principal of or interest on any Bond is
262 payable.

263
264 **"Bond Register"** means the books for the registration, transfer and exchange of Bonds
265 kept at the office of the Bond Registrar.

266
267 **"Bond Registrar"** means the Treasurer of the State of Kansas, Topeka, Kansas, and any
268 successors and assigns thereto to the duties and responsibilities described in this Resolution and
269 in the related agreement between the Issuer and the State Treasurer.

270
271 **"Bonds"** means the Full Faith and Credit STAR Bonds, Series 2006-A (Heartland Park),
272 authorized and issued by the Issuer pursuant to the Ordinance.

273
274 **"Business Day"** means a day other than a Saturday, Sunday or holiday on which the
275 Paying Agent is scheduled in the normal course of its operations to be open to the public for
276 conduct of its operations.

277
278 **"City Bond Finance Fund"** means the City Bond Finance Fund created by K.S.A. 79-
279 3620b, as amended, and established by the State Treasurer.

280
281 **"Cede & Co."** means Cede & Co., as nominee name of The Depository Trust Company,
282 New York, New York and any successors or assigns thereto.

283
284 **"Clerk"** means the duly appointed and/or elected Clerk of the Issuer or, in the Clerk's
285 absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

286
287 **"Costs of Issuance"** means all costs of issuing the Bonds, including all publication,
288 printing, signing and mailing expenses in connection therewith, registration fees, financial
289 advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses
290 incurred in connection with compliance with the Disclosure Certificate and all expenses, if any,
291 incurred in connection with receiving ratings on the Bonds.

292
293 **"County"** means Shawnee County, Kansas.

294
295 **"Dated Date"** means March 30, 2006.

296
297 **"Debt Service Fund"** means the Debt Service Fund for the City of Topeka, Kansas, Full
298 Faith and Credit STAR Bonds, Series 2006-A (Heartland Park), created by **Section 501** of this
299 Resolution.

300
301 **"Defaulted Interest"** means interest on any Bond which is payable but not paid on any
302 Interest Payment Date.

303
304 **"Defeasance Obligations"** means any of the following obligations:

305
306 (a) United States Government Obligations that are not subject to redemption in
307 advance of their maturity dates; or
308

(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 wherein the issuer 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, redemption premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations, together with cash in any escrow fund related thereto 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 therefor.

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

"Event of Default" means any of the following occurrences or events:

(a) Payment of the principal or the Redemption Price of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

(b) Payment of any installment of interest on any of the Bonds shall not be made on the Interest Payment Date when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed (other than relating to Rule 15c2-12 as defined in the Disclosure Certificate), and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created or referred to in **Section 501** hereof.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be February 15 and August 15 of each year, commencing August 15, 2006.

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

363
364 **"Issuer Sales Tax Revenues"** means gross receipts of the Issuer under K.S.A. 12-187 et
365 seq., as amended, and K.S.A. 12-198, as amended, from (i) the city retail sales and compensating
366 use taxes, (ii) the Issuer's share of the countywide retail sales and compensating use taxes, (iii)
367 the sales tax revenues pledged by the County and University, respectively and (iv) any successor
368 taxes to the taxes described in clauses (i), (ii) and (iii), in each case with respect to retail sales
369 within the Redevelopment District.
370

371 **"Issuer Tax Revenues"** means, collectively, Issuer Sales Tax Revenues and Issuer
372 Transient Guest Tax Revenues.
373

374 **"Issuer Tax Revenues Account"** means the Issuer Tax Revenues Account of the
375 Revenue Fund created by **Section 501** of this Resolution.
376

377 **"Issuer Transient Guest Tax Revenues"** means gross receipts of the Issuer, if any,
378 under K.S.A. 12-1696 et seq., as amended, from transient guest tax receipts within the
379 Redevelopment Project Area portion of the Redevelopment District.
380

381 **"Maturity"** when used with respect to any Bond means the date on which the principal
382 of such Bond becomes due and payable as therein and herein provided, whether at the Stated
383 Maturity thereof or upon on call for redemption or otherwise.
384

385 **"Mayor"** means the duly appointed and/or elected Mayor of the Issuer or, in the Mayor's
386 absence, the duly appointed Deputy Mayor or Acting Mayor of the Issuer.
387

388 **"Moody's"** means Moody's Investors Service, Inc., New York, New York, and any
389 successors or assigns to the Bond rating functions thereof which is deemed acceptable by the
390 Issuer and Bond Counsel.
391

392 **"Original Purchaser"** means, with respect to the Bonds, Prager, Sealy & Co., New
393 York, New York.
394

395 **"Ordinance"** means Ordinance No. 18580 adopted and approved March 7, 2006, and
396 published as required by law, pursuant to which the issuance of the Bonds has been authorized.
397

398 **"Outstanding"** means, when used with reference to the Bonds, as of a particular date of
399 determination, all Bonds theretofore authenticated and delivered, except the following Bonds:
400

401 (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent
402 for cancellation;
403

404 (b) Bonds deemed to be paid in accordance with the provisions of **Section 701**
405 hereof; and
406

407 (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated
408 and delivered hereunder.
409

410 **"Owner"** when used with respect to any Bond means the Person in whose name such
411 Bond is registered on the Bond Register.
412

413 **"Participants"** means those financial institutions for whom the Securities Depository
414 effects book-entry transfers and pledges of securities deposited with the Securities Depository, as
415 such listing of Participants exists at the time of such reference.
416

417 **"Paying Agent"** means the State Treasurer, and any successors and assigns thereof to the
418 duties and responsibilities described in this Resolution and in the related agreement between the
419 Issuer and the State Treasurer.
420

421 **"Permitted Investments"** means: (a) investments authorized by K.S.A. 12-1675 and
422 amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a,
423 and amendments thereto; (c) direct obligations of the United States Government or any agency
424 thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments
425 thereto; (e) interest-bearing time deposits in commercial banks located in the county or counties
426 in which the Issuer is located; (f) obligations of the federal national mortgage association, federal
427 home loan banks or the federal home loan mortgage corporation; (g) repurchase agreements for
428 securities described in (c) or (f); (h) investment agreements with or other obligations of a finan-
429 cial institution the obligations of which at the time of investment are rated in either of the three
430 highest rating categories by Moody's, Inc. or Standard & Poor's; (i) investments in shares or units
431 of a money market fund or trust the portfolio of which is comprised entirely of securities
432 described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof
433 described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the
434 State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the
435 same; or (l) bonds of any municipality of the States as defined in K.S.A. 10-1101 which have
436 been refunded in advance of their maturity and are fully secured as to payment of principal and
437 interest thereon by deposit in trust, under escrow agreement with a bank, of securities described
438 in (c) or (f). No Permitted Investment shall include any derivative investment instrument whose
439 market price is derived from the fluctuating value of an underlying asset, index, currency, futures
440 contract, including futures, options and collateralized mortgage obligations.
441

442 **"Person"** means any natural person, as well as any corporation, partnership, joint
443 venture, association, firm, joint-stock company, trust, unincorporated organization, or
444 government or any agency or political subdivision thereof or other public body.
445

446 **"Project"** means the renovation of the racetrack, and certain paddock and pit area and
447 construction of buildings located at Heartland Park of Topeka, together with all things necessary
448 and incidental thereto.
449

450 **"Project Fund"** means the Project Fund in the treasury of the Issuer, created in **Section**
451 **501** hereof.
452

453 **"Purchase Price"** means the purchase price of the Bonds as set forth in the *Bid Proposal*
454 *for Purchase of Series 2006-A Bonds* as submitted by the Original Purchaser and accepted by the
455 Issuer, plus accrued interest to the date of delivery.
456

457 **"Rebate Fund"** means the Rebate Fund in the treasury of the Issuer, created in **Section**
458 **501** hereof.
459

460 **"Record Dates"** means, for the interest payable on any Interest Payment Date, the first
461 day (whether or not a Business Day) of each month of such Interest Payment Date.
462

463 **"Redemption Date"** means when used with respect to any Bond to be redeemed, the
464 date fixed for the redemption of such Bond pursuant to the terms of this Resolution.
465

466 **"Redemption Price"** means when used with respect to any Bond to be redeemed the
467 price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including
468 the applicable redemption premium, if any, but excluding installments of interest whose Stated
469 Maturity is on or before the Redemption Date.
470

471 **"Redevelopment District"** means the Heartland Park Redevelopment District created by
472 the Issuer pursuant to the Act.
473

474 **"Redevelopment District Tax Distribution Agreement"** means the Tax Distribution
475 Agreement dated as of March 30, 2006, among the Issuer, the County, the University and the
476 State Treasurer relating to the disbursement of State Sales Tax Revenues and Issuer, the County,
477 and the University Tax Revenues.
478

479 **"Redevelopment Plan"** means the Heartland Park Redevelopment Project Area Tax
480 Increment Financing Redevelopment Plan approved by the Issuer pursuant to the Act.
481

482 **"Replacement Bonds"** means Bonds issued to the beneficial owners of the Bonds in
483 accordance with **Section 211** hereof.
484

485 **"Representation Letter"** means the Blanket Issuer Letter of Representations from the
486 Issuer to the Securities Depository with respect to the Bonds, substantially in the form attached
487 to this Resolution as *Exhibit B*.
488

489 **"Resolution"** means this resolution relating to the Bonds, and any Supplemental
490 Resolution.
491

492 **"Revenue Fund"** means the fund by that name created by **Section 501** hereof.
493

494 **"Revenues"** means the State Sales Tax Revenues and the Issuer Tax Revenues.
495

496 **"Securities Depository"** means, initially, The Depository Trust Company, New York,
497 New York, and any successors and assigns.
498

499 **"Special Record Date"** means the date fixed by the Paying Agent pursuant to **Section**
500 **204** hereof for the payment of Defaulted Interest.
501

502 **"Standard & Poor's"** means Standard & Poor's Ratings Services, a Division of The
503 McGraw Hill Companies, Inc., New York, New York and any successors or assigns to the Bond
504 rating functions thereof which is deemed acceptable by the Issuer and Bond Counsel.
505

506 **"State"** means the State of Kansas.
507

508 **"State Sales Tax Revenue Account"** means the account by that name in the Revenue
509 Fund created by **Section 501** hereof.
510

511 **"State Sales Tax Revenues"** means receipts of the State deposited into the City Bond
512 Finance Fund by the State Treasurer in accordance with K.S.A. 79-3620(d), as amended, from
513 the tax imposed by K.S.A. 79-3603, as amended, with respect to sales and compensating use
514 within the Redevelopment District, to the extent available to pay debt service on the Bonds in
515 accordance with the Redevelopment District Tax Distribution Agreement.
516

517 **"State Treasurer"** means the duly elected Treasurer or, in the Treasurer's absence, the
518 duly appointed Deputy Treasurer or acting Treasurer of the State of Kansas and any successors
519 or assigns.
520

521 **"Stated Maturity"** means (i) with respect to any Bond principal payment, the date on
522 which payment of principal is due and payable on any Bond, as specified on that Bond and in
523 this Resolution, and (ii) with respect to any Interest Payment, each February 15 and August 15 of
524 the year in which any Bond is Outstanding, beginning August 15, 2006.

525
526 **"Surplus Issuer Tax Revenues Fund"** means the fund by that name created by **Section**
527 **501** hereof.
528

529 **"Tax Compliance Agreement"** means the Tax Compliance Agreement, dated as of
530 March 30, 2006, with respect to the Bonds, as from time to time amended in accordance with the
531 provisions thereof.
532

533 **"Treasurer"** means the duly appointed and/or elected Treasurer of the Issuer or, in the
534 Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.
535

536 **"United States Government Obligations"** means bonds, notes, certificates of
537 indebtedness, U.S. Treasury or other securities consisting of direct obligations of, or obligations
538 the principal of and interest on which are fully and unconditionally guaranteed as to full and
539 timely payment by, the United States of America, including evidences of a direct ownership
540 interest in the future interest or principal payment on obligations issued by the United States of
541 America (including the interest component of obligations of the Resolution Funding
542 Corporation).
543

544 **"University"** means Washburn University located in Topeka, Kansas.
545

546 ARTICLE II

547 AUTHORIZATION AND DETAILS OF THE BONDS

548
549
550 **Section 201. Authorization of the Bonds.** There shall be issued and hereby are
551 authorized and directed to be issued the Full Faith and Credit STAR Bonds, Series 2006-A
552 (Heartland Park), of the Issuer in the aggregate principal amount of \$10,405,000 for the purpose
553 of providing funds to pay the costs of the Project as described in the Bond Ordinance, in
554 accordance with the Act and K.S.A. 10-101 to 125, inclusive, all as amended, and other
555 provisions of the laws of the State of Kansas applicable thereto.
556

557 **Section 202. Description of the Bonds.** The Bonds shall consist of fully registered
558 bonds in the denominations of \$5,000 or any integral multiple thereof and shall be numbered in
559 such manner as the Bond Registrar shall determine. All of the Bonds shall be dated March 30,
560 2006, shall become due in the amounts on the Stated Maturities (subject to redemption and
561 payment prior to their Stated Maturities as provided in Article III hereof), and shall bear interest
562 at the rates per annum as follows:
563

564
565 (REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

MATURITY (August 15)	PRINCIPAL AMOUNT	INTEREST RATE
2009	\$250,000	5.500%
2010	265,000	5.500
2011	280,000	5.500
2012	295,000	4.000
2013	305,000	4.000
2014	315,000	4.000
2015	330,000	4.000
2016	730,000	4.000
2017	760,000	4.200
2018	790,000	4.250
2019	825,000	4.375
2020	860,000	4.375
2021	900,000	4.400
2022	940,000	4.500
2023	980,000	4.500
2024	1,025,000	4.500
2025	555,000	4.500

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 as Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor and Clerk of the Issuer are hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer 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 Issuer 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 Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore 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 Issuer.

Section 205. Registration, Transfer and Exchange of Bonds. The Issuer 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 Issuer 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 Issuer 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 Bond Registrar 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 Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The Issuer 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 Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established 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 Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer 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 signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted 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 officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

727 The Bonds shall have endorsed thereon a *Certificate of Authentication* substantially in the
728 form attached hereto as *Exhibit A* hereof, which shall be manually executed by an authorized
729 officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or
730 employee sign the *Certificate of Authentication* on all of the Bonds that may be issued hereunder
731 at any one time. No Bond shall be entitled to any security or benefit under this Resolution or be
732 valid or obligatory for any purpose unless and until such *Certificate of Authentication* has been
733 duly executed by the Bond Registrar. Such executed *Certificate of Authentication* upon any
734 Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered
735 under this Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the
736 Original Purchaser upon instructions of the Issuer or its representative.
737

738 **Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is
739 surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of
740 the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond
741 Registrar such security or indemnity as may be required by each of them, then, in the absence of
742 notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide
743 purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall
744 authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or
745 stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.
746

747 If any such mutilated, destroyed, lost or stolen Bond has become or is about to become
748 due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.
749

750 Upon the issuance of any new Bond under this Section, the Issuer may require the
751 payment by the Owner of a sum sufficient to cover any tax or other governmental charge that
752 may be imposed in relation thereto and any other expenses (including the fees and expenses of
753 the Bond Registrar) connected therewith.
754

755 Every new Bond issued pursuant to this Section shall constitute a replacement of the prior
756 obligation of the Issuer, and shall be entitled to all the benefits of this Resolution equally and
757 ratably with all other Outstanding Bonds.
758

759 **Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that
760 have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either
761 at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment,
762 redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance
763 with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate
764 in duplicate describing the Bonds so cancelled and destroyed and shall file an executed
765 counterpart of such certificate with the Issuer.
766

767 **Section 209. Preliminary and Final Official Statement.** The *Preliminary Official*
768 *Statement* dated February 27, 2006, is hereby ratified and approved. For the purpose of enabling
769 the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities
770 and Exchange Commission, the Issuer hereby deems the information regarding the Issuer
771 contained in the *Preliminary Official Statement* to be "final" as of its date, except for the
772 omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers
773 of the Issuer are hereby authorized, if requested, to provide the Original Purchaser a letter or
774 certification to such effect and to take such other actions or execute such other documents as
775 such officers in their reasonable judgment deem necessary to enable the Original Purchaser to
776 comply with the requirement of such Rule.
777

778 The final *Official Statement* is hereby authorized to be prepared by supplementing,
779 amending and completing the *Preliminary Official Statement*, with such changes and additions
780 thereto as are necessary to conform to and describe the transaction. The Mayor is hereby

781 authorized to execute the final *Official Statement* as so supplemented, amended and completed,
782 and the use and public distribution of the final *Official Statement* by the Original Purchaser in
783 connection with the reoffering of the Bonds is hereby authorized. The proper officials of the
784 Issuer are hereby authorized to execute and deliver a certificate pertaining to such *Official*
785 *Statement* as prescribed therein, dated as of the date of payment for and delivery of the Bonds.
786

787 The Issuer agrees to provide to the Original Purchaser within seven business days of the
788 date of the sale of Bonds sufficient copies of the final *Official Statement* to enable the Original
789 Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange
790 Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking
791 Board.
792

793 **Section 210. Sale of the Bonds.** The sale of the Bonds to the Original Purchaser is
794 hereby ratified and confirmed. Delivery of the Bonds shall be made to the Original Purchaser as
795 soon as practicable after the passage of this Resolution, upon payment of the Purchase Price.
796

797 **Section 211. Book-Entry Bonds; Securities Depository.**
798

799 (a) The Bonds shall initially be registered to Cede & Co., the nominee for the
800 Securities Depository, and no beneficial owner will receive certificates representing its
801 respective interests in the Bonds, except in the event the Bond Registrar issues Replacement
802 Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds,
803 the Securities Depository will make book-entry transfers among its Participants and receive and
804 transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants
805 until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the
806 beneficial owners as described in subsection (b).
807

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

(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 Issuer may appoint a successor Securities Depository provided the Bond Registrar and the Issuer 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 Issuer 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 Issuer. The Bonds maturing prior to August 15, 2012, shall become due without the option of prior payment. The Bonds maturing on or after August 15, 2012, may be called for redemption and payment prior to maturity on August 15, 2011, 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 redemption premium of one percent of the principal amount redeemed, such redemption 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 Issuer 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 Issuer'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 Issuer 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 Issuer 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 Issuer and Bond Registrar shall also give such additional 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 Redemption 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 heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption 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 aforesaid, 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 (unless the Issuer 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 partial 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 mandatory or voluntary standards then in effect for processing redemptions 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 and the interest thereon shall be payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) first from the Revenues and are also secured by a pledge of the Issuer's full faith and credit to use its ad valorem taxing authority for payment thereof in the event the Revenues are not sufficient. In accordance with the Issuer's pledge of its full faith and credit to the payment of the Bonds, the Issuer hereby covenants and agrees to levy ad valorem taxes, which may be levied without limitation upon all the taxable property, real and personal, within the territorial limits of the Issuer, as necessary to pay the principal of and interest on the Bonds as the same become due at maturity or upon earlier redemption. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Kansas, within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Kansas, but shall be payable solely from the Revenues and, to the extent required, the Issuer's pledge of its full faith and credit. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State of Kansas to levy any form of taxation therefor or to make any appropriation for their payment. The State of Kansas shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Kansas or any charge upon its general credit or against its taxing power.

Section 402. Payment of Bonds. The Issuer shall duly and punctually pay the principal of, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Resolution.

Section 403. Performance of Covenants. The Issuer shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, in the Bonds and in all proceedings pertaining thereto.

Section 404. Authorization of Redevelopment District Tax Distribution Agreement. The Redevelopment District Tax Distribution Agreement which provides for the collection and distribution of certain Issuer Tax Revenues and State Sales Tax Revenues pledged to the

997 payment of the principal of, redemption premium, if any, and interest on the Bonds is hereby
998 authorized and the Mayor and City Clerk, respectively, are hereby authorized and directed to
999 execute the same on behalf of the City.

1000
1001
1002 ARTICLE V
1003

1004 ESTABLISHMENT OF FUNDS AND ACCOUNTS
1005 DEPOSIT AND APPLICATION OF MONEYS
1006

1007 **Section 501. Establishment of Funds and Accounts.** Simultaneously with the issuance
1008 of the Bonds, there shall be created within the treasury of the Issuer the following funds and
1009 accounts:
1010

- 1011 (a) "The City of Topeka, Kansas – Heartland Park Redevelopment Project Fund" (the
1012 "Project Fund");
1013
1014 (b) "The City of Topeka, Kansas – Heartland Park Revenue Fund" (the "Revenue
1015 Fund"), including therein the Issuer Tax Revenues Account and the State Sales Tax
1016 Revenues Account;
1017
1018 (c) "The City of Topeka, Kansas – Heartland Park Debt Service Fund" (the "Debt
1019 Service Fund");
1020
1021 (d) "The City of Topeka, Kansas – Heartland Park Capitalized Interest Fund" (the
1022 "Capitalized Interest Fund");
1023
1024 (e) "The City of Topeka, Kansas – Heartland Park Surplus Issuer Tax Revenues Fund"
1025 (the "Surplus Issuer Tax Revenues Fund"); and
1026
1027 (f) "The City of Topeka, Kansas – Heartland Park Rebate Fund" (the "Rebate Fund").
1028

1029 The Funds and Accounts established herein shall be administered in accordance with the
1030 provisions of this Resolution so long as the Bonds are Outstanding.
1031

1032 **Section 502. Disposition of Bond Proceeds.** The proceeds of the Bonds in the amount
1033 of \$395,126.78 shall be deposited in the Capitalized Interest Fund. Proceeds of \$3,049,309.33
1034 shall be deposited with the Kansas State Treasurer for the redemption and payment of the City's
1035 Taxable Temporary Notes, Series 2005-B (Heartland Park). The balance of the proceeds of the
1036 Bonds in the amount of \$6,962,959.99 shall be deposited in the Project Fund upon issuance and
1037 delivery thereof.
1038

1039 **Section 503. Withdrawals from the Project Fund.** The Treasurer shall make
1040 withdrawals from the Project Fund solely for the purpose of paying costs and expenses of the
1041 Project, and paying the Costs of Issuance for the Bonds. With the exception of the payment of
1042 the Costs of Issuance of the Bonds, such withdrawals shall be made only on due authorization by
1043 the governing body of the Issuer.
1044

1045 **Section 504. Surplus in the Project Fund.** All moneys remaining in the Project Fund
1046 after the completion of the Project, as determined by the governing body of the Issuer, shall be
1047 transferred immediately to the Debt Service Fund and applied to the next installment of principal
1048 due on the series of Bonds from which such surplus moneys remain.
1049

Section 505. Debt Service Fund. The Issuer shall deposit and credit to the Debt Service Fund, as and when received, as follows:

- (a) The amounts required to be transferred to the Debt Service Fund from the Revenue Fund pursuant to **Section 506** hereof.
- (b) The amounts required to be transferred to the Debt Service Fund from the Issuer Surplus Tax Revenues Fund pursuant to **Section 507** hereof.
- (c) The amount required to be transferred to the Debt Service Fund from the Capitalized Interest Fund pursuant to **Section 508** hereof.
- (d) Any amount required to be transferred to the Debt Service Fund from the Project Fund upon completion of the Project pursuant to **Section 504** hereof or upon redemption of Bonds pursuant to **Section 301** hereof.
- (e) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to **Section 510** hereof.
- (f) Any amounts required by a Supplemental Resolution authorizing the issuance of Additional Bonds to be deposited in the Debt Service Fund, as specified in such Supplemental Resolution.
- (g) All other moneys received by the Issuer under and pursuant to any of the provisions of this Resolution are to be paid into the Debt Service Fund.

The moneys in the Debt Service Fund shall be applied solely in accordance with the provisions of this Resolution to pay the principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided herein, moneys in the Debt Service Fund shall be expended solely as follows: (a) to pay interest on the Bonds as the same becomes due; (b) to pay principal of the Bonds as the same mature or become due and upon mandatory sinking fund redemption thereof; and (c) to pay principal of, redemption premium, if any, on the Bonds as the same become due upon redemption (other than mandatory sinking fund redemption) prior to maturity.

Sufficient funds shall be withdrawn from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and said funds so withdrawn shall be made available to the Paying Agent for the purpose of paying said principal of, redemption premium, if any, and interest on the Bonds.

Any excess moneys in the Debt Service Fund shall be used to redeem all or part of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Issuer, in accordance with the provision of **Article III** hereof, and to the extent said moneys are in excess of the amount required for payment of Bonds therefore matured or called for redemption. The Issuer may cause such excess money in the Debt Service Fund or such part thereof to be applied on a best efforts basis to the extent practical for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purpose.

1104
1105 After payment in full of the principal of, redemption premium, if any, and interest
1106 on the Bonds (or after provision has been made for the payment thereof as
1107 provided in this Resolution), and the reasonable fees, charges and expenses of the
1108 Issuer and any Paying Agents and any other amounts required to be paid under
1109 this Resolution, all amounts remaining in the Debt Service Fund shall be retained
1110 by the Issuer.
1111

1112 **Section 506. Revenue Fund.** The Issuer covenants and agrees that from and after the
1113 delivery of the Bonds, and continuing as long as any of the Bonds remain outstanding hereunder,
1114 all of the State Sales Tax Revenues shall be deposited in the State Sales Tax Revenues Account
1115 and all of the Issuer Tax Revenues shall be deposited in the Issuer Tax Revenues Account. The
1116 moneys on deposit in each of such accounts shall be segregated and kept separate and apart from
1117 all other moneys, revenues funds and accounts of the Issuer and shall not be commingled with
1118 any other moneys, revenues, funds and accounts of the Issuer. The Revenue Fund shall be
1119 administered and applied solely for the purposes and in the manner provided in this Resolution
1120 and the Redevelopment District Tax Distribution Agreement.
1121

1122 The Issuer covenants and agrees that from and after the delivery of the Bonds and
1123 continuing so long as any of the Bonds shall remain Outstanding, it will not less than five (5)
1124 Business Days preceding each date on which the principal of, and interest on the Bonds shall
1125 become due, allocate all moneys in the Revenue Fund, as follows:
1126

1127 (a) Debt Service Fund.
1128

1129 (1) There shall first be paid and credited to the Debt Service Fund, an
1130 amount equal to the amount of interest becoming due on the Bonds on the next
1131 interest payment date; provided, that any amounts deposited in the Debt Service
1132 Fund as accrued interest in accordance with **Section 502** or capitalized interest in
1133 accordance with **Section 508** shall be credited against the amount required to be
1134 deposited therein; and
1135

1136 (2) To the extent available, there shall next be paid and credited to the
1137 Debt Service Fund from State Sales Tax Revenues, an amount equal to the
1138 interest becoming due on the Bonds on the next Interest Payment Date;
1139

1140 (3) To the extent available, there shall next be paid and credited to the
1141 Debt Service Fund from State Sales Tax Revenues, an amount equal to the
1142 amount of principal becoming due on the Bonds on the next Principal Payment
1143 Date;
1144

1145 (4) To the extent available, there shall next be paid and credited to the
1146 Debt Service Fund from Issuer Tax Revenues, an amount equal to the remaining
1147 interest, not paid in (2), becoming due on the Bonds on the next Interest Payment
1148 Date;
1149

1150 (5) To the extent available, there shall next be paid and credited to the
1151 Debt Service Fund from Issuer Tax Revenues, an amount equal to the remaining
1152 principal, not paid in (3), becoming due on the Bonds on the next Principal
1153 Payment Date;
1154

1155 (6) To the extent available, there shall next be paid and credited to the
1156 Debt Service Fund from Issuer Tax Revenues, an amount equal to the fees and
1157 expenses of the Rebate Analysts, if any;

(7) To the extent available, there shall next be paid and credited to the Debt Service Fund from Issuer Tax Revenues, an amount equal to pay any premium payable on any Bonds upon the redemption or purchase thereof; and

(8) To the extent available, there shall next be paid and credited to the Debt Service Fund from Issuer Tax Revenues, an amount equal to any fees or other transaction costs relating to the redemption, purchase or defeasance of any Bonds.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the Issuer solely for the purposes described in this paragraph (a).

(b) Surplus Issuer Tax Revenues Fund. After all payments and credits required at the time to be made under the provisions of paragraph (a) of this Section have been made, all moneys remaining in the Revenue Fund and Surplus Issuer Tax Revenues Fund shall be paid and credited to the Surplus Issuer Tax Revenues Fund. Moneys in the Surplus Issuer Tax Revenues Fund may be expended and used for the purposes specified in **Section 507** hereof.

(c) Should the amount on deposit in the Revenue Fund be less than the amount required to make such debt service payment, the Issuer shall draw from its general bond and interest fund, and if that be insufficient, from any other legally available source sufficient moneys which, together with the amount in the Revenue Fund, will be sufficient to pay debt service on the Bonds.

Section 507. Surplus Issuer Tax Revenues Fund. Amounts on deposit in the Surplus Issuer Tax Revenues Fund, including interest earnings on all moneys deposited therein, shall be transferred to the Debt Service Fund and be applied to the payment of principal of, and interest on the Bonds to the extent that sufficient moneys are not available in the Debt Service Fund. Moneys in the Surplus Issuer Tax Revenues Fund may also be used for the optional redemption of Bonds by the Issuer in accordance with the provisions of Section 301 hereof. The Surplus Issuer Tax Revenues Fund shall be closed and no further deposits shall be made thereto and all amounts on deposit therein be paid directly to the Issuer upon the payment or defeasance of the principal of, redemption premium, if any, and interest on the Bonds.

Section 508. Capitalized Interest Fund. Moneys in the Capitalized Interest Fund shall be transferred to the Debt Service Fund to pay interest on the Bonds during the period of construction and initial startup of the Project. Any moneys remaining on deposit in the Capitalized Interest Fund after the completion of construction of the Project shall be transferred to the Debt Service Fund.

Section 509. 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 Issuer 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 Issuer shall periodically determine the rebatable arbitrage, if any, under Section 148(f) of the Code in accordance with the Arbitrage Instructions, and the Issuer 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 arbitrage, or provision made therefor, shall be deposited into the Principal and Interest Account of the Issuer.

(c) Notwithstanding any other provision of this Resolution, 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.

(d) 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 510. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be invested in accordance with the requirements of K.S.A. 10-131, as amended. All such investments constituting deposits shall be continuously and adequately 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 Issuer so that there shall be no commingling of such funds with any other funds of the Issuer.

Moneys held in the funds and accounts herein created or established in conjunction with the issuance of the Bonds may be invested by the Issuer in Permitted Investments or in other investments 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 interest on any Permitted Investment held in any fund or account (except amounts required to be deposited in the Rebate Fund in accordance with the Rebate 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 Fund may, at the direction of the governing body of the Issuer, be paid and credited to the Debt Service Fund and used to pay interest on the Bonds. In determining the amount held in any fund or account under the provisions of the Resolution, Permitted Investments shall be valued at their par value or at their then current redemption value, whichever is lower.

Section 511. 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 Issuer 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, without 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 Issuer; 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 Issuer 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 Issuer 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 Issuer 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 Issuer, 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 Issuer 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 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 its 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 Owners of 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 Issuer and the Owners of the Outstanding 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.

1312 ARTICLE VII

1313
1314 DEFEASANCE

1315
1316 **Section 701. Defeasance.** When any or all of the Bonds or scheduled interest payments
1317 thereon have been paid and discharged, then the requirements contained in this Resolution and
1318 the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall
1319 terminate with respect to the Bonds or scheduled interest payments thereon so paid and dis-
1320 charged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and
1321 discharged within the meaning of this Resolution if there has been deposited with the Paying
1322 Agent, or other commercial bank or trust company located in the State and having full trust
1323 powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest pay-
1324 ments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance
1325 Obligations which, together with the interest to be earned on any such Defeasance Obligations,
1326 will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the
1327 Stated Maturity or Redemption Date, or if default in such payment has occurred on such date,
1328 then to the date of the tender of such payments; provided, however, that if any such Bonds are to
1329 be redeemed prior to their Stated Maturity, (1) the Issuer has elected to redeem such Bonds, and
1330 (2) either notice of such redemption has been given, or the Issuer has given irrevocable
1331 instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the
1332 Bond Registrar to give such notice of redemption in compliance with **Section 303** of this
1333 Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the
1334 Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the
1335 purpose of paying and discharging any of the Bonds, shall be and are hereby assigned,
1336 transferred and set over to the Paying Agent or other bank or trust company in trust for the
1337 respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably
1338 appropriated to the payment and discharge thereof. All money and Defeasance Obligations
1339 deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited
1340 in accordance with and subject to all of the provisions of this Resolution.

1341
1342 ARTICLE VIII

1343
1344 TAX COVENANTS

1345
1346 **Section 801. General Covenants.**

1347
1348 (a) The Issuer covenants and agrees that (1) it will comply with all applicable
1349 provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the
1350 exclusion from gross income for federal income tax purposes of the interest on the Bonds and (2)
1351 it will not use or permit the use of any Bond proceeds or any other funds of the Issuer in a
1352 manner which would adversely affect the exclusion from gross income of the interest on the
1353 bonds, and (3) will not take or permit any other action, or fail to take any action, if any such
1354 action or failure to take action would adversely effect the exclusion from gross income of the
1355 interest on the Bonds. The Issuer will, in addition, adopt such other ordinances or resolutions
1356 and take such other actions as may be necessary to comply with the Code and with all other
1357 applicable future laws, regulations, published rulings and judicial decisions, in order to ensure
1358 that the interest on the Bonds will remain excluded from federal gross income, to the extent any
1359 such actions can be taken by the Issuer.

1360
1361 (b) The Issuer covenants and agrees that (1) it will use the proceeds of the Bonds as
1362 soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are
1363 issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of
1364 the Bonds or any other funds of the Issuer in any manner, and will not take or omit to take any

1365 action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a)
1366 of the Code.

1367
1368 (c) The Issuer covenants and agrees that it will not use any portion of the proceeds of
1369 the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a
1370 manner that would cause any Bond to be a "private activity bond" within the meaning of Section
1371 141(a) of the Code.

1372
1373 **Section 802. Rebate Covenant.** The Issuer covenants and agrees that it will pay, or
1374 provide for the payment of, from time to time all amounts required to be rebated to the United
1375 States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall
1376 survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended
1377 or replaced if, in the opinion of Bond Counsel such amendment or replacement will not
1378 adversely affect the exclusion from gross income for federal income tax purposes of interest on
1379 the Bonds.

1380
1381 **Section 803. Survival of Covenants.** The covenants contained in this Article shall
1382 remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article
1383 VII hereof or any other provision of this Resolution until the final maturity date of all Bonds
1384 Outstanding.

1385
1386 **Section 804. Qualified Tax-exempt Obligations.** The Bonds are not designated as
1387 "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code.

1388 1389 ARTICLE IX

1390 1391 CONTINUING DISCLOSURE REQUIREMENTS

1392
1393 **Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Original
1394 Purchaser and the Beneficial Owners (as defined in the Disclosure Certificate) to provide and
1395 disseminate such information as is required by Rule 15c2-12 (as defined in the Disclosure
1396 Certificate) and is further set forth in the Disclosure Certificate. Such covenant shall be for the
1397 benefit of and enforceable by the Original Purchaser and such Beneficial Owners.

1398
1399 **Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the
1400 event the Issuer fails to comply in a timely manner with its covenants contained in the preceding
1401 section, the Original Purchaser and/or any such Beneficial Owner may make demand for such
1402 compliance by written notice to the Issuer. In the event the Issuer does not remedy such
1403 noncompliance within 10 days of receipt of such written notice, the Original Purchaser or any
1404 such Beneficial Owner may in its discretion, without notice or demand, proceed to enforce
1405 compliance by a suit or suits in equity for the specific performance of such covenant or
1406 agreement contained in the preceding section or for the enforcement of any other appropriate
1407 legal or equitable remedy as the Original Purchaser and/or any such Beneficial Owner shall deem
1408 effectual to protect and enforce any of the duties of the Issuer under such preceding section.

1409 1410 ARTICLE X

1411 1412 MISCELLANEOUS PROVISIONS

1413
1414 **Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the
1415 Issuer will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by a
1416 certified public accountant or firm of certified public accountants.

1418 Within 30 days after the completion of each such audit, a copy thereof shall be filed in
1419 the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Original Purchas-
1420 er. Such audit shall at all times during the usual business hours of the Issuer be open to the
1421 examination and inspection by any taxpayer, any Owner of the Bonds or by anyone acting for or
1422 on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and
1423 mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or
1424 prospective Owner.
1425

1426 As soon as possible after the completion of the annual audit, the governing body of the
1427 Issuer shall review such audit, and if the audit discloses that proper provision has not been made
1428 for all of the requirements of this Resolution, the Issuer shall promptly cure such deficiency.
1429

1430 **Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and
1431 the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any
1432 time in any respect by resolution of the Issuer with the written consent of the Owners of not less
1433 than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced
1434 by an instrument or instruments executed by such Owners and duly acknowledged or proved in
1435 the manner of a deed to be recorded, and such instrument or instruments shall be filed with the
1436 Clerk, but no such modification or alteration shall:
1437

- 1438 (a) extend the maturity of any payment of principal or interest due upon any Bond;
- 1439
- 1440 (b) effect a reduction in the amount which the Issuer is required to pay as principal of
1441 or interest on any Bond;
- 1442
- 1443 (c) permit preference or priority of any Bond over any other Bond; or
- 1444
- 1445 (d) reduce the percentage in principal amount of Bonds required for the written
1446 consent to any modification or alteration of the provisions of this Resolution.
1447

1448 Any provision of the Bonds or of this Resolution may, however, be amended or modified
1449 by resolution duly adopted by the governing body of the Issuer at any time in any legal respect
1450 with the written consent of the Owners of all of the Bonds at the time Outstanding.
1451

1452 Without notice to or the consent of any Owners, the Issuer may amend or supplement this
1453 Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity
1454 therein or in connection with any other change therein which is not materially adverse to the
1455 interests of the Owners.
1456

1457 Every amendment or modification of the provisions of the Bonds or of this Resolution, to
1458 which the written consent of the Owners is given, as above provided, shall be expressed in a
1459 resolution adopted by the governing body of the Issuer amending or supplementing the
1460 provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified
1461 copy of every such amendatory or supplemental resolution, if any, and a certified copy of this
1462 Resolution shall always be kept on file in the office of the Clerk, and shall be made available for
1463 inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond
1464 authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a
1465 certified copy of any such amendatory or supplemental resolution or of this Resolution will be
1466 sent by the Clerk to any such Owner or prospective Owner.
1467

1468 Any and all modifications made in the manner hereinabove provided shall not become
1469 effective until there has been filed with the Clerk a copy of the resolution of the Issuer
1470 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 Issuer shall furnish to the Bond Registrar and to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Bond Registrar or 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 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 Issuer, the Bond Registrar 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 Issuer 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 Issuer.

Section 1004. Further Authority. The officers and officials of the Issuer, 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 foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive 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 invalidity 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 Issuer.

1524 PASSED and approved by the City of Topeka, Kansas, on March 7, 2006.

1525
1526 CITY OF TOPEKA, KANSAS

1527
1528
1529
1530
1531 
1532
1533 William W. Bunten
1534 William W. Bunten, Mayor

1535
1536
1537 Iris E. Walker
1538 Iris E. Walker, City Clerk

1539
1540
1541
1542
1543 CERTIFICATE

1544
1545 I, the undersigned, hereby certify that the above and foregoing is a true and correct copy
1546 of the Resolution of the Council of the City of Topeka, Kansas, adopted by the Council at a
1547 regularly scheduled meeting held on March 7, 2006, as the same appears of record in my office,
1548 and that the Resolution has not been modified, amended or repealed and is in full force and effect
1549 as of this date.

1550
1551 DATED: March 7, 2006.

1552
1553
1554
1555
1556 Iris E. Walker
1557 Iris E. Walker, City Clerk

1558 (SEAL)

EXHIBIT A
(FORM OF BOND)

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

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SHAWNEE
CITY OF TOPEKA
FULL FAITH AND CREDIT STAR BOND
SERIES 2006-A
(HEARTLAND PARK)

No. R-_____ \$ _____
Rate of _____ Maturity _____ Dated _____ CUSIP _____
Interest: Date: August 15, 20__ Date: March 30, 2006

Registered Owner:

PRINCIPAL AMOUNT _____

The City of Topeka, in the County of Shawnee, State of Kansas, (the "Issuer") for value received acknowledges itself to be indebted to and promises to pay, but solely from the sources hereinafter pledged, to the registered owner identified above (the "Owner"), or registered assigns as hereinafter provided, on the maturity date identified above, the principal amount identified above, and in like manner to pay, as of the Record Dates as hereinafter provided, interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid prior to the registration date set forth below at the rate of interest per annum set forth above semiannually on February 15 and August 15 of each year (the "Interest Payment Dates") commencing August 15, 2006, until said principal amount is paid.

The principal of and redemption premium, if any, on this Bond shall be payable in lawful money of the United States of America at the office of the Treasurer of the State of Kansas, Topeka, Kansas, (the "Paying Agent" and "Bond Registrar") upon presentation of this Bond for payment and cancellation. The interest on this Bond shall be payable in lawful money of the United States of America by check or draft of the Paying Agent by mailing to the Owner thereof at the address appearing on the registration books of the Issuer maintained by the Bond Registrar or at such other address as is furnished in writing by such registered 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"), or in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of the Bonds, by electronic transfer to such Owner upon written notice given to the Paying Agent 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. The principal of and interest on this Bond is payable first from the Revenues (as defined in the Resolution) and the full faith, credit and

resources of the Issuer 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 in the event such Revenues are not sufficient.

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 Issuer, 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 signatures with its corporate seal to be affixed hereon, all as of the 30th day of March, 2006.

CITY OF TOPEKA, KANSAS

(manual)

Mayor

ATTEST: (SEAL) (manual)

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the City of Topeka, Kansas, Full Faith and Credit STAR Bonds, Series 2006-A (Heartland Park) 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 Issuer aggregating the principal amount of \$10,405,000 (the "Bonds") issued for the purposes set forth in Ordinance No. 18580 of the Issuer (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 K.S.A. 12-1770 to and including 12-1780d and K.S.A. 10-101 to 125, inclusive, all as amended and supplemented, the

Ordinance, Resolution No. 7762 of the Issuer (the "Resolution") and all other provisions of the laws of the State of Kansas applicable thereto.

The Bonds are issuable 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 Issuer, the Bonds maturing on or after August 15, 2012, may be called for redemption and payment prior to maturity on August 15, 2011, 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 redemption premium of one percent of the principal amount redeemed, such redemption 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 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 Owner of any Bond, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Bonds. Any notice 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 Issuer 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 hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of the Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records

maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Paying Agent and the Securities Depository.

This Bond is transferable by the 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 provided in the Resolution, and upon surrender and cancellation of this Bond. The Issuer 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 payment 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, registration, 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 therefore.

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 irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books of said Bond Registrar 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 _____

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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 March 30, 2006.

WITNESS my hand and official seal.

(manual)

City Clerk

(SEAL)

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, LYNN JENKINS, 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.

LYNN JENKINS

TREASURER OF THE STATE OF KANSAS

By _____
State Treasurer

(SEAL)

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

[To be Completed by Issuer]

CITY OF TOPEKA, KANSAS

[Name of Issuer]

July 15, 2003

[Date]

[For Municipal Issues:

Underwriting Department—Eligibility; 50th Floor]

[For Corporate Issues:

General Counsel's Office; 49th Floor]

The Depository Trust Company

55 Water Street

New York, NY 10041-0099

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request be made eligible for deposit by The Depository Trust Company ("DTC").

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:

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

Received and Accepted:

THE DEPOSITORY TRUST COMPANY

By: *Dennis Russo*



The Depository Trust &
Clearing Corporation

Very truly yours,

CITY OF TOPEKA, KANSAS

(Issuer)

By: *Harry Felker*

(Authorized Officer's Signature)

Harry Felker, Mayor

(Print Name)

215 SE 7th Street

(Street Address)

Topeka, KS 66603

(City) (State) (Country)

(Zip Code)

(785) 368-3895

(Phone Number)

iwalker@topeka.org

(E-mail Address)

(To Blanket Issuer Letter of Representations)

**SAMPLE OFFERING DOCUMENT 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 \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, 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 and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as 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 both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

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. Beneficial Owners are, however, 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.

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 DTC nominee do not effect 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 the 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. For example, 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. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of 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 any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's Procedures. 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 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 dividend payments 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 will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will 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 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 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-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

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.