RESOLUTION

OF

CITY OF TOPEKA, KANSAS

ADOPTED

AUGUST 23, 2011

$9,855,000
FULL FAITH AND CREDIT STAR REFUNDING BONDS
SERIES 2011-A (HEARTLAND PARK)
# RESOLUTION

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RESOLUTION NO. 8364

A RESOLUTION INTRODUCED BY ACTING CITY MANAGER
DANIEL R. STANLEY PRESCRIBING THE FORM AND DETAILS OF
THE FULL FAITH AND CREDIT STAR REFUNDING BONDS, SERIES
2011-A (HEARTLAND PARK), OF THE CITY OF TOPEKA, KANSAS, IN
THE AGGREGATE PRINCIPAL AMOUNT OF $9,855,000 THE
ISSUANCE OF WHICH WAS AUTHORIZED BY THE CITY PURSUANT
TO ITS ORDINANCE NO. 19623 PASSED AND APPROVED AUGUST 23,
2011; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND
ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the governing body of the City of Topeka, Kansas, (the “Issuer”) did,
pursuant to K.S.A. 12-1770 to and including 12-1780d, all as amended and supplemented, (the
“Act”) and its Ordinance No. 18580, passed and approved March 7, 2006, and published as
required by law, (the “Series 2006-A Ordinance”) authorize and issue its Full Faith and Credit
STAR Bonds, Series 2006-A (Heartland Park) dated March 30, 2006, in the principal amount of
$10,405,000 (the “Series 2006-A Bonds”) to finance part of the costs of constructing and
otherwise completing certain improvements in the Heartland Park Redevelopment District (the
“Redevelopment District”) established by the Issuer within its boundaries in accordance with the
Act; and

WHEREAS, the Series 2006-A Bonds are payable from certain transient guest, sales and
use taxes, if any, received from taxpayers doing business within the Redevelopment District,
pursuant to a tax distribution agreement dated as of March 30, 2006, (the “Tax Distribution
Agreement”) hereinafter more fully described, and from a pledge of the Issuer’s full faith and
credit to use its ad valorem taxing authority for payment of such bonds in the event all other
pledged sources of revenue are not sufficient to pay the principal of and interest on the Series
2006-A Bonds; and

WHEREAS, the Tax Distribution Agreement, by and among the Issuer, Shawnee
County, Kansas, (the “County”) Washburn University of Topeka, Topeka, Kansas, (the
“University”) and the Treasurer of the State of Kansas (the “State”), provided that the Kansas
Department of Revenue would collect certain Issuer, County, University and State tax revenues
from taxpayers doing business within the Redevelopment District until the aggregate amount
collected was sufficient to pay the principal of and interest on the Series 2006-A Bonds or the
expiration of the Redevelopment District, whichever first occurred; and

WHEREAS, as of August 15, 2011, there remains outstanding of the Series 2006-A
Bonds the principal amount of $9,610,000 bearing interest payable semiannually on February 15
and August 15 each year and maturing on August 15 as follows:
WHEREAS, pursuant to Section 301 of the Issuer’s Resolution No. 7762, passed and approved March 7, 2006, (the “Series 2006-A Resolution”) the Series 2006-A Bonds maturing on August 15, 2012, and thereafter are subject to redemption and payment prior to maturity at the option of the Issuer on August 15, 2011, and thereafter in whole or in part on any date at the redemption price equal to the principal amount thereof with a 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 of redemption and payment; and

WHEREAS, in accordance with the provisions of K.S.A. 12-1774(b)(5), the Series 2006-A Bonds are general obligation bonds of the Issuer issued in accordance with the general bond law of the State and, as such, may be refunded by the Issuer with the proceeds of refunding bonds issued pursuant to the authority of K.S.A. 10-427 et seq., all as amended; and

WHEREAS, the Tax Distribution Agreement has been amended, as approved by the parties to the original agreement, to provide for the use of the funds pledged to the payment of the principal of and interest on the Series 2006-A Bonds to likewise be pledged to the payment of the principal of and interest on the Series 2011-A Bonds herein authorized to be issued to refund the Series 2006-A Bonds; and

WHEREAS, the Issuer has by its Ordinance No. 19623 passed and approved August 23, 2011, and published as required by law, (the “Ordinance”) authorized the issuance of its Full Faith and Credit STAR Refunding Bonds, Series 2011-A (Heartland Park), (the “Bonds”) in the aggregate principal amount of $9,855,000 to currently refund the Issuer’s Series 2006-A Bonds maturing on August 15, 2012, and thereafter in the aggregate outstanding principal amount of $9,610,000 and pay the costs of issuing the Bonds, all under the authority of the Act, K.S.A. 10-427 et seq., and Article 1 of Chapter 10, Kansas Statutes Annotated, all as amended; and

WHEREAS, the Secretary of Commerce of the State has issued its written approval of the issuance of the Bonds, to refund the Issuer’s Series 2006-A Bonds; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, AS FOLLOWS:
ARTICLE I

DEFINITIONS

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

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

"Act" means K.S.A. 12-1770 to and including K.S.A. 12-1780a, all as amended and supplemented from time to time.

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

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

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

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

"Bonds" means the Full Faith and Credit STAR Refunding Bonds, Series 2011-A (Heartland Park), authorized and issued by the Issuer pursuant to the Ordinance.

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

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

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

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

"Costs of Issuance" means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Disclosure Certificate and all expenses, if any, incurred in connection with receiving ratings on the Bonds.
“Cost of Issuance Account” means the Cost of Issuance Account created by Section 501 of this Resolution.

"County" means Shawnee County, Kansas.

"Dated Date" means September 20, 2011.

"Debt Service Fund" means the Debt Service Fund for the City of Topeka, Kansas, Full Faith and Credit STAR Refunding Bonds, Series 2011-A (Heartland Park), created by Section 501 of this Resolution.

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

"Defeasance Obligations" means any of the following obligations:

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

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

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption 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 February 15,
2012.

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

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

"Issuer Tax Revenues" means, collectively, Issuer Sales Tax Revenues and Issuer
Transient Guest Tax Revenues.

"Issuer Tax Revenues Account" means the Issuer Tax Revenues Account of the
Revenue Fund described in Section 501 of this Resolution.

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

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

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

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

“Original Purchaser” means, with respect to the Bonds, UBS Financial Services,
Weehawken, New Jersey.

"Ordinance" means Ordinance No. 19623 adopted and approved August 23, 2011, and
published as required by law, pursuant to which the issuance of the Bonds has been authorized.
"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

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

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

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

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

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

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

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

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

“Project” means the renovation of the racetrack, and certain paddock and pit area and construction of buildings located at Heartland Park of Topeka, together with all things necessary and incidental thereto all as financed with proceeds of the Series 2006-A Bonds.
"Purchase Price" means the purchase price of the Bonds as set forth in the Bid Proposal for Purchase of Series 2011-A Bonds as submitted by the Original Purchaser and accepted by the Issuer, plus accrued interest to the date of delivery.

“Rebate Fund” means the Rebate Fund in the treasury of the Issuer, created in Section 501 hereof.

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

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

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

"Redevelopment District" means the Heartland Park Redevelopment District created by the Issuer pursuant to the Act.

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

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

“Refunded Bonds” means the Series 2006-A Bonds maturing on August 15, 2012, through and including August 15, 2025, being refunded with the proceeds of the Bonds.

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

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

"Resolution" means this resolution relating to the Bonds, and any Supplemental Resolution.

"Revenue Fund" means the fund by that name described in Section 501 hereof.

"Revenues" means the State Sales Tax Revenues and the Issuer Tax Revenues.


"Special Record Date" means the date fixed by the Paying Agent pursuant to Section 204 hereof for the payment of Defaulted Interest.
“Standard & Poor’s” means Standard & Poor’s Ratings Services, a Division of The McGraw Hill Companies, Inc., New York, New York and any successors or assigns to the Bond rating functions thereof which is deemed acceptable by the Issuer and Bond Counsel.

"State" means the State of Kansas.

"State Sales Tax Revenue Account" means the account by that name in the Revenue Fund described in Section 501 hereof.

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

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

"Stated Maturity" means (i) with respect to any Bond principal payment, the date on which payment of principal is due and payable on any Bond, as specified on that Bond and in this Resolution, and (ii) with respect to any Interest Payment, each February 15 and August 15 of the year in which any Bond is Outstanding, beginning February 15, 2012.

"Surplus Issuer Tax Revenues Fund" means the fund by that name described in Section 501 hereof.

“Tax Compliance Agreement” means the Tax Compliance Agreement, dated as of September 20, 2011, with respect to the Bonds, as from time to time amended in accordance with the provisions thereof.

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

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

"University" means Washburn University located in Topeka, Kansas.
ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the Full Faith and Credit STAR Refunding Bonds, Series 2011-A (Heartland Park), of the Issuer in the aggregate principal amount of $9,855,000 for the purpose of providing funds to currently refund the Series 2006-A Bonds maturing August 15, 2012, and thereafter, and paying the costs of issuing the Series 2011-A Bonds, all in accordance with the Act, K.S.A. 10-101 to 125, inclusive, and K.S.A. 10-427 et seq., all as amended, and other provisions of the laws of the State of Kansas applicable thereto.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in the denominations of $5,000 or any integral multiple thereof and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated September 20, 2011, shall become due in the amounts on the Stated Maturities (subject to redemption and payment prior to their Stated Maturities as provided in Article III hereof), and shall bear interest at the rates per annum as follows:

<table>
<thead>
<tr>
<th>MATURITY (August 15)</th>
<th>PRINCIPAL AMOUNT</th>
<th>INTEREST RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>$390,000</td>
<td>3.000%</td>
</tr>
<tr>
<td>2013</td>
<td>375,000</td>
<td>2.000</td>
</tr>
<tr>
<td>2014</td>
<td>385,000</td>
<td>2.000</td>
</tr>
<tr>
<td>2015</td>
<td>395,000</td>
<td>3.000</td>
</tr>
<tr>
<td>2016</td>
<td>790,000</td>
<td>3.000</td>
</tr>
<tr>
<td>2017</td>
<td>815,000</td>
<td>2.000</td>
</tr>
<tr>
<td>2018</td>
<td>830,000</td>
<td>2.000</td>
</tr>
<tr>
<td>2019</td>
<td>850,000</td>
<td>2.000</td>
</tr>
<tr>
<td>2020</td>
<td>865,000</td>
<td>2.250</td>
</tr>
<tr>
<td>2021</td>
<td>885,000</td>
<td>2.500</td>
</tr>
<tr>
<td>2022</td>
<td>910,000</td>
<td>2.750</td>
</tr>
<tr>
<td>2023</td>
<td>930,000</td>
<td>3.000</td>
</tr>
<tr>
<td>2024</td>
<td>960,000</td>
<td>3.125</td>
</tr>
<tr>
<td>2025</td>
<td>475,000</td>
<td>3.250</td>
</tr>
</tbody>
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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 Regis-
trar, 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.

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

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

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

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

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

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

Section 209. Preliminary and Final Official Statement. The Preliminary Official Statement dated August 16, 2011, is hereby ratified and approved. For the purpose of enabling the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Original Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Original Purchaser to comply with the requirement of such Rule.

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

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

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

Section 211. Book-Entry Bonds; Securities Depository.

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

(b) (1) If the Issuer determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, the Mayor is hereby authorized to execute Replacement Bonds as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Original Purchaser in connection with the reoffering of the Bonds is hereby authorized.
Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with Section 211(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with Section 211(c) hereof, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the 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, 2016, shall become due without the option of prior payment. The Bonds maturing on or after August 15, 2017, may be called for redemption and payment prior to maturity on August 15, 2016, 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, 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. Ratification of Amended Redevelopment District Tax Distribution
Agreement. The Redevelopment District Tax Distribution Agreement as amended by all of the
original parties thereto to provide for the collection and distribution of certain Issuer Tax
Revenues and State Sales Tax Revenues pledged to the payment of the principal of, redemption
premium, if any, and interest on the Bonds is hereby authorized and the Mayor and City Clerk,
respectively, are hereby ratified and affirmed.

ARTICLE V

ESTABLISHMENT AND RATIFICATION OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF MONEYS

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

(a) “The City of Topeka, Kansas – Heartland Park Debt Service Fund for Series 2011-A
Bonds” (the “Debt Service Fund”);

(b) “The City of Topeka, Kansas – Heartland Park Rebate Fund for Series 2011-A
Bonds” (the “Rebate Fund”); and

(c) “The City of Topeka, Kansas - Heartland Park Cost of Issuance Account for Series
2011-A Bonds” (the “Cost of Issuance Account”).

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

The Revenue Fund (including therein the Issuer Tax Revenues Account and the State
Sales Tax Revenue Account) and the Surplus Issuer Tax Revenues Fund both created and
established within the treasury of the Issuer by Section 501 of the Series 2006-A Resolution are
hereby ratified and affirmed and shall be administered as herein provided as long as any of the
Bonds remain outstanding.

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

1. Accrued interest, if any, on the Bonds shall be deposited in the Debt Service Fund and
applied in accordance with Section 502(a) hereof;
2. The sum of $91,281.63 shall be deposited in the Cost of Issuance Account and applied to pay the costs of issuing the Bonds; and

3. The balance of the proceeds of the Bonds in the amount of $9,748,785.02 shall next be deposited with the Treasurer of the State of Kansas, for the current refunding of the Series 2006-A Bonds on September 22, 2011.

Section 503. 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 504 hereof.

(b) The amounts required to be transferred to the Debt Service Fund from the Issuer Surplus Tax Revenues Fund pursuant to Section 505 hereof.

(c) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to Section 508 hereof.

(d) 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.

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

Section 504. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain outstanding hereunder, all of the State Sales Tax Revenues shall be deposited in the State Sales Tax Revenues Account and all of the Issuer Tax Revenues shall be deposited in the Issuer Tax Revenues Account. The moneys on deposit in each of such accounts shall be segregated and kept separate and apart from all other moneys, revenues funds and accounts of the Issuer and shall not be commingled with any other moneys, revenues, funds and accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution and the Redevelopment District Tax Distribution Agreement, as amended.

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

(a) Debt Service Fund.

(1) There shall first be paid and credited to the Debt Service Fund, an amount equal to the amount of interest becoming due on the Bonds on the next interest payment date; provided, that any amounts deposited in the Debt Service Fund as accrued interest in accordance with Section 502;

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

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

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

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

(6) To the extent available, there shall next be paid and credited to the Debt Service Fund from Issuer Tax Revenues, an amount equal to the fees and 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 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 505 hereof.

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 505. 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 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Arbitrage Instructions. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the United States of America, and neither the 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
Section 507. Withdrawals from the Cost of Issuance Account; Surplus. The Treasurer shall make withdrawals from the Cost of Issuance Account solely for the purpose of paying the costs of issuing the Bonds. All moneys remaining in the Cost of Issuance Account after 60 days of the issuance of the Bonds shall be transferred immediately to the Debt Service Fund and applied to the payment of the next installment of principal due on the Bonds.

Section 508. 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. 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 509. 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.

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants.

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

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

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

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

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

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

ARTICLE IX
CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1001. Redemption of Refunded Bonds. That pursuant to the Series 2006-A Bond Resolution, the City hereby calls the Refunded Bonds maturing on and after August 15, 2012, for redemption and payment on September 22, 2011, the Redemption Date. The Refunded Bonds are being called at the redemption price of 101 percent of the par value thereof plus accrued interest thereon to the redemption date. Subject to the specific requirements of the ordinance which authorized the issuance of the Refunded Bonds, notice of redemption shall be given in accordance with applicable law by the City giving written notice of its intention to redeem such bonds by mailing by certified mail a copy of the City's order of redemption (the "Redemption Notice") to the State Treasurer of the State of Kansas, 900 SW Jackson, Suite 201, Topeka, Kansas 66612, who upon receipt of the Redemption Notice shall give notice of such call by mailing a copy of the Redemption Notice by first class mail, postage prepaid, to the registered owner of each bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar.
Section 1002. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by a certified public accountant or firm of certified public accountants.

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

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

Section 1003. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

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

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

Every amendment or modification of the provisions of the Bonds or of this Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the Clerk to any such Owner or prospective Owner.
Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer 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 1004. 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 1005. 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 1006. 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 1007. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.
Section 1008. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the Council of the Issuer.

PASSED and approved by the governing body of the City of Topeka, Kansas, on August 23, 2011.

CITY OF TOPEKA, KANSAS

(SEAL)

William W. Bunten, Mayor

ATTEST:

Brenda Younger, City Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution of the governing body of the City of Topeka, Kansas, adopted by the governing body of the City at a regularly scheduled meeting held on August 23, 2011, as the same appears of record in my office, and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: August 23, 2011.

Brenda Younger, City Clerk

(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 REFUNDING BOND
SERIES 2011-A
(HEARTLAND PARK)

No. R-______ $________
Rate of Interest: Maturity Dated CUSIP _________
Date: August 15, 20__ Date: September 20, 2011
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 February 15, 2012, 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 20th day of September, 2011.

CITY OF TOPEKA, KANSAS

(manual)
Mayor

ATTEST: (manual)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the City of Topeka, Kansas, Full Faith and Credit STAR Refunding Bonds, Series 2011-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 $9,855,000 (the "Bonds") issued for the purposes set forth in Ordinance No. 19623 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 12-1780a, inclusive, and K.S.A. 10-101 to 125, inclusive, and K.S.A. 10-427 et seq.,
all as amended and supplemented, the Ordinance, Resolution No. 8364 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, 2017, may be called for redemption and payment prior to maturity on August 15, 2016, 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 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 hereinafore 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.

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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

******************************************************************************
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 September 20, 2011.

WITNESS my hand and official seal.

______________________________
City Clerk

(SEAL)

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, RON ESTES, 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.

RON ESTES
TREASURER OF THE STATE OF KANSAS

By______________________________
State Treasurer

(SEAL)
EXHIBIT B

(DTC LETTERS OF REPRESENTATION)