

**A RESOLUTION INTRODUCED BY MAYOR JOAN WAGNON AUTHORIZING THE CITY OF TOPEKA, KANSAS, PURSUANT TO KSA 12-1740 ET SEQ., AND CITY OF TOPEKA ORDINANCE NO. 16232, TO CANCEL AN INDENTURE OF TRUST BETWEEN THE CITY AND UMB BANK, N. A., AS "TRUSTEE", TERMINATE A LEASE PURCHASE AGREEMENT BETWEEN THE CITY AND MAINLINE PRINTING, INC., AND TO SELL AND TRANSFER CERTAIN PROPERTY FINANCED WITH THE CITY'S INDUSTRIAL REVENUE BONDS SERIES 1990 (MAINLINE PRINTING INC., PROJECT) TO MAINLINE PRINTING, INC.**

**Whereas**, the City of Topeka, Kansas, (the "Issuer"), pursuant to KSA 12-1740 *et seq.* (the "Act"), issued, in the original aggregate principal amount of \$1,500,000.00, its Industrial Revenue Bonds, Series 1990 (Mainline Printing, Inc., Project) (the "Bonds") and executed and delivered a Trust Indenture dated as of September 1, 1990 (the "Indenture") between the Issuer and UMB Bank, N. A. (the "Trustee") to provide for the payment of the principal of and interest on the Bonds; and

**Whereas**, in conformity with the Act, and pursuant to the provisions of a Lease Purchase Agreement dated as of September 1, 1990, (the "Lease"), executed and delivered by and between the Issuer and Mainline Printing, Inc., (the "Tenant"), the proceeds derived from the Bonds were used by the Issuer to acquire the Project, (as defined in the Indenture, see Schedule I of the Indenture attached hereto and incorporated herein by reference, the "Project"), and lease the Project to the Tenant; and

**Whereas**, (i) the Tenant, in conformity with the Lease and the Indenture, has (a) made sufficient rental payments so as to provide the Trustee with sufficient cash to cause the Trustee to fully pay all of the principal of and interest on the Bonds; therefore, no Bonds remain outstanding and unpaid under the Indenture, (b) paid and fully satisfied all other sums due to the Trustee under the Lease and the Indenture, and (ii) the Trustee, pursuant to Section 13.01(c) of the Indenture, has provided a Certificate to the Issuer so the Issuer may cancel the Indenture from its records (see Trustee Certificate attached hereto and incorporated herein by reference); and

**Whereas**, the Tenant has, pursuant to Sections 17.1, 17.2 and 17.3 of the Lease, has paid all sums due under the Lease, tendered to the Issuer the \$100.00 required by Section 17.2(ii) of the Lease and elected to purchase the Project financed with Bond proceeds from the Issuer; and

**Whereas**, the Shawnee County Treasurer has certified the Tenant has paid all Shawnee County ad valorem taxes due to the date of September 8, 2000 (see Shawnee County Treasurer Certificate attached hereto and incorporated herein by reference); and

**Whereas**, the Issuer, in conformity with the Act, Ordinance No. 16232, the Indenture and the Lease deems it advisable to terminate the Lease, cancel the Indenture and sell the Project financed with Bond proceeds to the Tenant.

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

**Section 1. Cancellation of the Indenture.** In conformity with Section 13.01 of the Indenture, the Trustee has, pursuant to the Trustee Certificate attached hereto and incorporated herein by

1 reference, certified all sums due the under the Indenture have been fully paid. Therefore, the Indenture is  
2 hereby cancelled and the Trustee and Tenant are released therefrom.

3 **Section 2. Termination of Lease.** In conformity with Sections 17.1, 17.2 and 17.3 of the  
4 Lease, the Tenant has (i) fully satisfied all obligations required by the Lease, (ii) elected to exercise it's purchase  
5 option, and (iii) delivered to the Issuer the \$100.00 required by Section 17.2(ii) of the Lease. Therefore, the  
6 Project shall be sold to the Tenant, the Lease is terminated and Tenant is released therefrom, all as of September  
7 1, 2000.

8 **Section 3. Termination of Pledge of the Project.** In conformity with the Act and  
9 Section 8 of City of Topeka Ordinance No. 16232 the pledge of the Project and lien created thereunder is  
10 hereby terminated, cancelled and erased.

11 **Section 4. Execution of Transfer Documents.** The Mayor of the Issuer is hereby authorized  
12 to execute the Special Warranty Deed, Notice of Termination of Lease and Party Wall Agreement, and Bill of  
13 Sale (attached hereto and incorporated herein by reference) to sell, assign and transfer the Project to the Tenant  
14 and terminate the Lease. The Clerk or the Deputy Clerk of the Issuer is hereby authorized and directed to attest  
15 the execution of such documents and instruments as may be necessary or desirable to carry out the intent of this  
16 Resolution under the Issuer's corporate seal.

17 **Section 5. Further Authority.** The officials, officers and employees of the Issuer are hereby  
18 authorized and directed to take such action and execute such other documents, certificates and instruments as  
19 may be necessary or desirable to carry out the provisions of this Resolution and to carry out and perform the  
20 duties of the Issuer with respect to the cancellation of the Indenture, the termination of the Lease and the sale  
21 and transfer of the Project to the Tenant, all as required by the Indenture and the Lease.

22 **Section 6. Effective Date.** This Resolution shall take effect and be in full force from and  
23 after its passage and approval by the Council of the City of Topeka, Kansas.

24 Passed and approved by the Council of the City of Topeka, Kansas this 18<sup>th</sup> day of October,  
25 2000.

26  
27 City of Topeka, Kansas

28  
29  
30  
31  
32  
33  
34  
  
Mayor

Attest:

  
Clerk  
(SEAL)



APPROVED AS TO FORM & LEGALITY  
E.D.S.

SEP 26 2000

CITY ATTORNEY'S OFFICE

SCHEDULE I

SCHEDULE I TO THE INDENTURE OF TRUST OF THE CITY OF TOPEKA, KANSAS, AND HIGHLAND PARK BANK AND TRUST, TOPEKA, KANSAS, AS TRUSTEE, DATED AS OF SEPTEMBER 1, 1990, AND TO THE LEASE DATED AS OF SEPTEMBER 1, 1990, BY AND BETWEEN SAID CITY AND MAINLINE PRINTING, INC.

PROPERTY SUBJECT TO LEASE

(a) The following described real estate located in Shawnee County, Kansas, to wit:

A tract of land in C.K. Holliday Addition to the City of Topeka, Shawnee County, Kansas, described as follows: Beginning in the center line of Charles Street at a point on the center line of an alley 20 feet in width adjacent to the North line of Lot 266 on Adams; thence S89°56'12"E, 52.77 feet on the extension of said alley center line; thence S01°23'40"W, 260.11 feet (described 260.07 feet) to a point on the South line of Lot 283 on said Charles Street now vacated; thence N89°57'22"W, 46.44 feet to the center line of said Charles Street; thence N89°57'22"W, 24.19 feet to a point on the North line of Lot 286 on Adams; thence N00°25'29"E, 91.03 feet along a line between two walls each being 0.67 feet in width with an open space between being 0.23 feet in width; thence S89°47'00"E, 3.61 feet along the center line of a party wall being 0.67 feet in width; thence N00°13'00"E, 159.05 feet along the center line of a party wall being 0.67 feet in width and the extension thereof to a point 3.19 feet East of the extension on the North line of Lot 266 on Adams; thence S89°56'12"E, 19.31 feet; thence N00°00' E, 10 feet along the center line of Charles Street (now vacated) to the point of beginning. Containing 0.42 acres more or less.

(b) All improvements, buildings, fixtures, machinery and equipment located on the real estate set forth in (a) above and purchased with the proceeds of the City of Topeka, Kansas, Industrial Revenue Bonds, Series 1990 (Mainline Printing, Inc. Project), dated September 1, 1990.

(c) One new Komori Lithrone model L640-III six color 40 inch offset press with all standard equipment and including Print Quality Control console (PQC), Royse refrigerated circulators with alcohol control, Komorimatic dampening system, Electro Sprayer dry spray unit, sheet decurler, Komori pin system register pins in cylinders, Carlson punch, short-wave infra-red dryer.


**SPECIAL WARRANTY DEED**

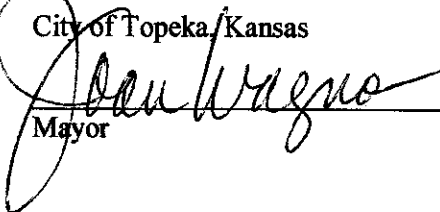
On this 17<sup>th</sup> day of Oct., 2000, pursuant to a resolution of the City Council of the City of Topeka, Kansas, a city of the first class duly organized and existing under the laws of the State of Kansas and in good standing therewith, (the "Grantor") for \$100.00 and other good and valuable consideration does hereby **CONVEY and GRANT** to Mainline Printing, Inc., a Kansas for profit corporation, (the "Grantee") the following described real estate the City of Topeka, County of Shawnee, State of Kansas (the "Property"):

A tract of land in C.K. Holiday Addition Beginning in the center line of Charles Street at a point on the center line of an alley 20 feet in width adjacent to the North line of Lot 266 on Adams; thence South 89°56'12" East, 52.77 feet on the extension of said alley center line; thence South 01°23'40" West, 260.11 feet (described 260.07 feet) to a point on the South line of Lot 283 on said Charles Street now vacated; thence North 89°57'22" West, 46.44 feet to the center line of Charles Street; thence North 89°57'22" West, 24.19 feet to a point on the North line of Lot 286 on Adams; thence North 00°25'29" East, 91.03 feet along a line between two walls each being 0.67 feet in width with an open space between being 0.23 feet in width; thence South 89°47'00" East, 3.61 feet along the center line of a party wall being 0.67 feet in width; thence North 00°13'00" East, 159.05 feet along a center line of a party wall being 0.67 feet in width and the extension thereof to a point 3.19 feet East of the extension on the North line of Lot 266 on Adams; thence South 89°56'12" East, 19.31 feet; thence North 00°00' East, 10 feet along the center line of Charles Street (now vacated) to the point of beginning.

**SUBJECT TO:** (1) all easements and land use zoning restrictions of record; (2) any lien or encumbrance existing as of September 1, 1990 and thereafter and created by the Grantee; and (3) all taxes and assessments, general or special

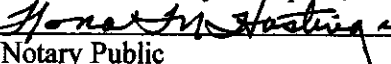
Grantor, for Grantor and Grantor's successors and assigns, covenants that Grantor is lawfully seized of Grantor's interest in the Property and has good right to convey Grantor's interest in the Property and guarantees the quiet possession of the Property against all claims of those claiming any right, interest or title through Grantor, except as may be described above, and further covenants that the Property is free from all encumbrances created by Grantor, except as may be described above, and Grantor will warrant and defend the Property against any lawful claims of those claiming any right, interest or title through Grantor, except as may be described above: notwithstanding anything herein to the contrary.

Attest:  
  
Clerk  
(SEAL) CITY INCORPORATED  
State of Kansas )  
County of Shawnee )

City of Topeka, Kansas  
  
Mayor

This Special Warranty Deed of the City of Topeka, Kansas Topeka, Kansas, was acknowledged before on this 17<sup>th</sup> day of October, 2000, by Joan Wagnon, Mayor of the City of Topeka, Kansas, following the adoption of a resolution authorizing the same by the City Council of the City of Topeka, Kansas, Topeka, Kansas.

 **NONA M. HASTINGS**  
Notary Public - State of Kansas  
My appointment expires May 13, 2002

  
Notary Public

My appointment Seal

APPROVED AS TO FORM & LEGALITY  
E.D.S.  
OCT 11 2000  
CITY ATTORNEY'S OFFICE

Pursuant to KSA 79-1437e(2), a real estate validation questionnaire is not required.

09/24/00

## TRUSTEE CERTIFICATE

The undersigned, UMB Bank, N. A., as the trustee, (the "Trustee"), pursuant to the Trust Indenture dated as of September 1, 1990, (the "Indenture"), executed and delivered by the Trustee and the City of Topeka, Kansas, hereby certifies as Trustee to the following:

1. The City of Topeka, Kansas, (the "Issuer"), pursuant to KSA 12-1745 *et seq.* (the "Act"), issued, in the original aggregate principal amount of \$1,500,000.00, its Industrial Revenue Bonds, Series 1990 (Mainline Printing, Inc., Project) (the "Bonds").
2. In conformity with the Act, and pursuant to the provisions of a Lease dated as of September 1, 1990, (the "Lease"), executed and delivered by and between the Issuer and Mainline Printing, Inc., (the "Tenant"), the proceeds derived from the Bonds were used by the Issuer to acquire the Project, (as defined in the Indenture), and lease the Project to the Tenant.
3. The Tenant, in conformity with the Lease and the Indenture, has made sufficient rental payments so as to provide the Trustee with sufficient cash to cause the Trustee to fully pay all of the principal of and interest on the Bonds; therefore, no Bonds remain outstanding and unpaid under the Indenture.
4. The Tenant, in conformity with the Lease and Section 1301 of the Indenture, has paid and fully satisfied all other sums due to the Trustee.
5. The Trustee, pursuant to Section 1301(c), is providing this Certificate to the Issuer so the Issuer may cancel the Indenture from its records.

Dated this 1<sup>st</sup> day of September 2000.

UMB Bank, N. A.  
Trustee

  
\_\_\_\_\_  
K. Scott Mathews, Vice President

Attest:

By:   
\_\_\_\_\_  
Title: Assistant Secretary  
(SEAL)

**Notice of Termination of Lease and Party Wall Agreement**

**Whereas**, the City of Topeka, Kansas, (the "Issuer"), pursuant to KSA 12-1740 *et seq.* (the "Act"), issued, in the original aggregate principal amount of \$1,500,000.00, its Industrial Revenue Bonds, Series 1990 (Mainline Printing, Inc., Project) (the "Bonds"); and

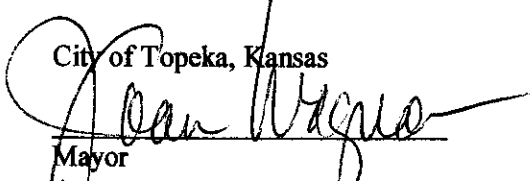
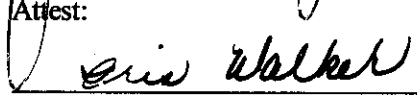
**Whereas**, in conformity with the Act and Ordinance No. 16232 of the Issuer, the Issuer and Mainline Printing, Inc., (the "Tenant"), entered into, executed and delivered a (i) Lease Purchase Agreement dated as of September 1, 1990, (the "Lease"), and (ii) Party Wall Agreement dated as of September 1, 1990; and

**Whereas**, a Declaration of Lease was filed with the Register of Deeds of Shawnee County, Kansas at Book 2615, page 251 and the Party Wall Agreement was filed with the Register of Deeds of Shawnee County, Kansas at Book 2615, Page 254; and

**Whereas**, the Tenant, in conformity with the Lease has paid and fully satisfied all obligations required under the Lease, purchased all property subject to the Lease from the Issuer and thus, the parties deem it prudent to terminate the Lease and the Party Wall Agreement.

**NOW THEREFORE**, in consideration of the Tenant fulfilling all obligations due under the Lease, the parties hereto agree that:

1. As of September 1, 2000 the Lease and Party Wall Agreement are hereby terminated and the Issuer has no interest, legal or equitable, in any real or personal property referenced in the Lease, the Declaration of Lease or the Party Wall Agreement.
2. The pledge and lien created by Section 8 of Ordinance No. 16232 is hereby discharged and released.

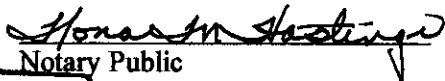
City of Topeka, Kansas  
  
 Mayor  
 Attest:  
  
 Clerk

Mainline Printing, Inc.  
 \_\_\_\_\_  
 President  
 Attest:  
 \_\_\_\_\_  
 Title: \_\_\_\_\_

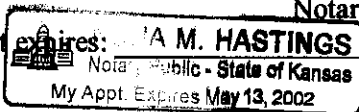
**ACKNOWLEDGEMENT**

State of Kansas )  
 County of Shawnee )

This instrument was acknowledged before on the 12 day of October, 2000 by Joan Wagon, Mayor of the City of Topeka, Kansas.

  
 Notary Public

My appointment  
 (Seal)

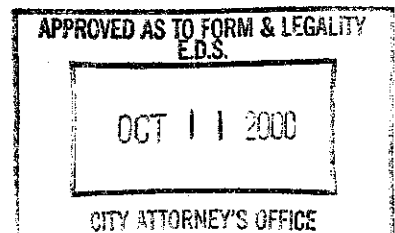


State of Kansas )  
 County of Shawnee )

This instrument was acknowledged before on the \_\_\_ day of \_\_\_\_\_, 2000 by John J. Parker President of Mainline Printing, Inc.

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_  
 (Seal)



**BILL OF SALE**

**Whereas**, the City of Topeka, Kansas, (the "Issuer"), pursuant to KSA 12-1740 *et seq.* (the "Act"), issued, in the original aggregate principal amount of \$1,500,000.00, its Industrial Revenue Bonds, Series 1990 (Mainline Printing, Inc., Project) (the "Bonds"); and

**Whereas**, in conformity with the Act, the Issuer and Mainline Printing, Inc., (the "Tenant"), entered into, executed and delivered a (i) Lease Purchase Agreement dated as of September 1, 1990, (the "Lease"), and (ii) Party Wall Agreement dated as of September 1, 1990; and

**Whereas**, the Tenant, in conformity with the Lease has paid and fully satisfied all of its obligations due under the Lease and purchased all property subject to the Lease from the Issuer; thus, the parties deem it prudent to terminate the Lease and deliver this Bill of Sale reflecting the sale of the property listed on Exhibit A attached hereto and incorporated herein to the Tenant.

**NOW THEREFORE**, in consideration of the Tenant fulfilling all obligations due under the Lease, the parties hereto agree that as of September 1, 2000 the real and personal property listed on Exhibit A, attached hereto and incorporated herein are hereby sold, assigned and the Issuer's ownership therein is transferred to Mainline Printing, Inc., and the Issuer disclaims all interest, legal or equitable, to the same.

City of Topeka, Kansas

*Joan Wagnon*  
\_\_\_\_\_  
Mayor



Attest:

Clerk

(SEAL)

*Sue Walker*  
\_\_\_\_\_

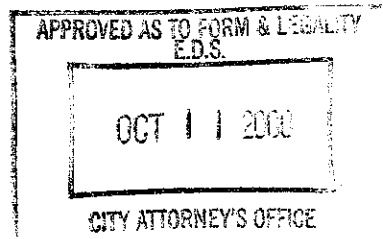
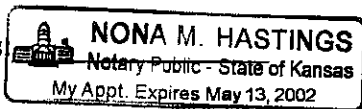
**ACKNOWLEDGEMENT**

State of Kansas )  
County of Shawnee )

This instrument was acknowledged before on the 10 day of October, 2000 by Joan Wagnon, Mayor of the City of Topeka, Kansas.

*Nona M. Hastings*  
\_\_\_\_\_  
Notary Public

My appointment expires  
(Seal)



**Exhibit A**  
**Bill of Sale from City of Topeka, Kansas**  
**To**  
**Mainline Printing, Inc.**

**Real Property:**

A tract of land in C.K. Holiday Addition Beginning in the center line of Charles Street at a point on the center line of an alley 20 feet in width adjacent to the North line of Lot 266 on Adams; thence South 89°56'12" East, 52.77 feet on the extension of said alley center line; thence South 01°23'40" West, 260.11 feet (described 260.07 feet) to a point on the South line of Lot 283 on said Charles Street now vacated; thence North 89°57'22" West, 46.44 feet to the center line of Charles Street; thence North 89°57'22" West, 24.19 feet to a point on the North line of Lot 286 on Adams; thence North 00°25'29" East, 91.03 feet along a line between two walls each being 0.67 feet in width with an open space between being 0.23 feet in width; thence South 89°47'00" East, 3.61 feet along the center line of a party wall being 0.67 feet in width; thence North 00°13'00" East, 159.05 feet along a center line of a party wall being 0.67 feet in width and the extension thereof to a point 3.19 feet East of the extension on the North line of Lot 266 on Adams; thence South 89°56'12" East, 19.31 feet; thence North 00°00' East, 10 feet along the center line of Charles Street (now vacated) to the point of beginning.

**Personal Property:**

All improvements, buildings, fixtures, machinery and equipment located on the real property above and acquired, in whole or in part, with the proceeds of the City of Topeka, Kansas, Industrial Revenue Bonds, Series 1990 (Mainline Printing, Inc., Project), dated September 1, 1990 and issued in the aggregate principal amount of \$1,500,000.00.

One Komori Lithrone model L640-III six color 40 inch offset press, with all standard equipment, including but limited to, Print Quality Control console, Royse refrigerated circulators with alcohol control, Komorimatic dampening system, Electro Sprayer dry spray unit, sheet decurler, Komori pin system register pins in cylinders, Carlson punch, short-wave infra-red dryer and all other equipment ancillary and incidental thereto.