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RESOLUTION

OF

CITY OF TOPEKA, KANSAS

ADOPTED

FEBRUARY 18, 2003



\$6,205,000  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2003-A

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RESOLUTION

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**RESOLUTION NO. 7317**

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**A RESOLUTION INTRODUCED BY MAYOR HARRY FELKER PRESCRIBING THE FORM AND DETAILS OF THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2003-A OF THE CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$6,205,000 THE ISSUANCE OF WHICH WAS AUTHORIZED BY THE CITY PURSUANT TO ITS ORDINANCE NO. 17968 ADOPTED AND APPROVED FEBRUARY 18, 2003; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

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**WHEREAS**, the City has heretofore duly authorized, issued and delivered its \$7,000,000 principal amount of General Obligation Bonds, Series 1997-A, dated June 15, 1997, (the "Series 1997-A Bonds") pursuant to its Ordinance and Resolution adopted June 10, 1997, (collectively, the "Series 1997-A Bond Ordinance") in accordance with the requirements of K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., all as amended, the home rule authority granted to the cities of the State of Kansas by Section 5 of Article 12 of the Kansas Constitution, Charter Ordinances Nos. 68 and 74 of the City of Topeka, Kansas, (the "City") (Sections A12-1 and A14-2, respectively, of the Code of the City); and

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**WHEREAS**, the City has by its Ordinance No. 17968 adopted and approved February 18, 2003, (the "Ordinance") authorized the issuance of its General Obligation Refunding Bonds, Series 2003-A in the aggregate principal amount of \$6,205,000 (the "Bonds") under the authority of K.S.A. 10-427 et seq., as amended, and other provisions of the laws of the State of Kansas applicable thereto for the purpose of providing funds to pay the cost of currently refunding the Series 1997-A Bonds maturing on August 15, 2003, through and including August 15, 2017 (i.e. \$6,025,000); (the "Refunded Bonds"); and

186  
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189  
**WHEREAS**, in accordance with the City's notice of the sale, the Bonds have been sold to and purchased by Prudential Securities, Dallas, Texas (the "Original Purchaser"); and

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191  
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194  
**WHEREAS**, in accordance with the terms and conditions of the Ordinance, the City hereby intends to both prescribe the form and details of the Bonds and authorize certain other documents and actions in connection with the issuance of the Bonds.

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

**ARTICLE I**

**DEFINITIONS**

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

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

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

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

204  
205           **"Bond Payment Date"** means any date on which principal of or interest on any Bond is  
206 payable.

207  
208           **"Bond Register"** means the books for the registration, transfer and exchange of Bonds  
209 kept at the office of the Bond Registrar.

210  
211           **"Bond Registrar"** means the Treasurer of the State of Kansas, Topeka, Kansas, and its  
212 successors and assigns thereto to the duties and responsibilities described in this Resolution and  
213 in the related agreement between the City and the State Treasurer.

214  
215           **"Bonds"** means the General Obligation Refunding Bonds, Series 2003-A, authorized and  
216 issued by the City pursuant to the Ordinance.

217  
218           **"Business Day"** means a day other than a Saturday, Sunday or holiday on which the  
219 Paying Agent is scheduled in the normal course of its operations to be open to the public for  
220 conduct of its operations.

221  
222           **"Cede & Co."** means Cede & Co., as nominee name of The Depository Trust Company,  
223 New York, New York and any successors or assigns thereto.

224  
225           **"City"** means the City of Topeka, Kansas, the issuer of the Bonds.

226  
227           **"Clerk"** means the duly appointed and/or elected Clerk of the City or, in the Clerk's  
228 absence, the duly appointed Deputy Clerk or Acting Clerk of the City.

229  
230           **"Code"** means the Internal Revenue Code of 1986, as amended.

231  
232           **"Costs of Issuance"** means all costs of issuing the Bonds, including all publication,  
233 printing, signing and mailing expenses in connection therewith, registration fees, financial  
234 advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses  
235 incurred in connection with compliance with the Code and with the Disclosure Certificate, and  
236 all expenses, if any, incurred in connection with receiving ratings on the Bonds.

237  
238           **"Dated Date"** means March 1, 2003.

239  
240           **"Defaulted Interest"** means interest on any Bond which is payable but not paid on any  
241 Interest Payment Date.

242  
243           **"Defeasance Obligations"** means any of the following obligations:

244  
245           (a) United States Government Obligations that are not subject to redemption in  
246 advance of their maturity dates; or

247  
248           (b) obligations of any state or political subdivision of any state, the interest on which  
249 is excluded from gross income for federal income tax purposes and which meet the following  
250 conditions:

251  
252                 (1) the obligations are (i) not subject to redemption prior to maturity or (ii) the  
253 trustee for such obligations has been given irrevocable instructions concerning their calling and

254 redemption wherein the issuer of such obligations has covenanted not to redeem such obligations  
255 other than as set forth in such instructions;

256  
257 (2) the obligations are secured by cash or United States Government  
258 Obligations that may be applied only to principal of, redemption premium, if any, and interest  
259 payments on such obligations;

260  
261 (3) such cash and the principal of and interest on such United States  
262 Government Obligations (together with cash in any escrow fund related thereto) are sufficient to  
263 meet the liabilities of the obligations;

264  
265 (4) such cash and United States Government Obligations serving as security  
266 for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;  
267 and

268  
269 (5) such cash and United States Government Obligations are not available to  
270 satisfy any other claims, including those against the trustee or escrow agent therefor.

271  
272 **"Disclosure Certificate"** means the Continuing Disclosure Certificate attached to the  
273 City's Final Certificate as *Exhibit D* and included in the transcript of proceedings pertaining to  
274 the issuance of the Bonds.

275  
276 **"Event of Default"** means any of the following occurrences or events:

277  
278 (a) Payment of the principal or the Redemption Price of any of the Bonds shall not be  
279 made when the same shall become due and payable, either at Stated Maturity or by proceedings  
280 for redemption or otherwise; or

281  
282 (b) Payment of any installment of interest on any of the Bonds shall not be made on  
283 the Interest Payment Date when the same shall become due; or

284  
285 (c) The City shall default in the due and punctual performance of any other of the  
286 covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on  
287 the part of the City to be performed (other than relating to Rule 15c2-12 as defined in the  
288 Disclosure Certificate), and such default shall continue for thirty (30) days after written notice  
289 specifying such default and requiring same to be remedied shall have been given to the City by  
290 the Owner of any of the Bonds then Outstanding.

291  
292 **"Federal Tax Certificate"** means the certificate so named and included in the transcript  
293 of proceedings pertaining to the issuance of the Bonds describing the investment and use of the  
294 proceeds of the Bonds.

295  
296 **"Fiscal Year"** means the twelve month period ending on December 31.

297  
298 **"Funds and Accounts"** means funds and accounts created or referred to in **Section 501**  
299 hereof.

300  
301 **"Improvements"** mean certain internal improvements constructed in the City in  
302 accordance with the legal authority as described in the recitals to this Resolution and in the  
303 Ordinance.

304  
305 **"Interest Payment Date(s)"** means the Stated Maturity of an installment of interest on  
306 any Bond which shall be February 15 and August 15 of each year, commencing August 15,  
307 2003.

308  
309       **"Maturity"** when used with respect to any Bond means the date on which the principal  
310 of such Bond becomes due and payable as therein and herein provided, whether at the Stated  
311 Maturity thereof or upon a call for redemption or otherwise.  
312

313       **"Mayor"** means the duly appointed and/or elected Mayor of the City or, in the Mayor's  
314 absence, the duly appointed Deputy Mayor or Acting Mayor of the City.  
315

316       **"Moody's"** means Moody's Investor Service, Inc., New York, New York, and any  
317 successors and assigns to the Bond rating functions thereof which is deemed acceptable by the  
318 City and Bond Counsel.  
319

320       **"Original Purchaser"** means, with respect to the Bonds, Prudential Securities, Dallas,  
321 Texas.  
322

323       **"Ordinance"** means Ordinance No. 17968 adopted and approved February 18, 2003, and  
324 published as required by law, pursuant to which the issuance of the Bonds has been authorized.  
325

326       **"Outstanding"** means, when used with reference to the Bonds, as of a particular date of  
327 determination, all Bonds theretofore authenticated and delivered, except the following Bonds:  
328

329           (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent  
330 for cancellation;  
331

332           (b) Bonds deemed to be paid in accordance with the provisions of **Section 701**  
333 hereof; and  
334

335           (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated  
336 and delivered hereunder.  
337

338       **"Owner"** when used with respect to any Bond means the Person in whose name such  
339 Bond is registered on the Bond Register.  
340

341       **"Participants"** means those financial institutions for whom the Securities Depository  
342 effects book-entry transfers and pledges of securities deposited with the Securities Depository, as  
343 such listing of Participants exists at the time of such reference.  
344

345       **"Paying Agent"** means the State Treasurer, and any successors and assigns thereof to the  
346 duties and responsibilities described in this Resolution and in the related agreement between the  
347 City and the State Treasurer.  
348

349       **"Permitted Investments"** means: (a) investments authorized by K.S.A. 12-1675 and  
350 amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a,  
351 and amendments thereto; (c) direct obligations of the United States Government or any agency  
352 thereof; (d) the City's temporary notes issued pursuant to K.S.A. 10-123 and amendments  
353 thereto; (e) interest-bearing time deposits in commercial banks located in the county or counties  
354 in which the City is located; (f) obligations of the federal national mortgage association, federal  
355 home loan banks or the federal home loan mortgage corporation; (g) repurchase agreements for  
356 securities described in (c) or (f); (h) investment agreements with or other obligations of a finan-  
357 cial institution the obligations of which at the time of investment are rated in either of the three  
358 highest rating categories by Moody's or Standard & Poor's; (i) investments in shares or units of a  
359 money market fund or trust the portfolio of which is comprised entirely of securities described in  
360 (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in  
361 (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as

362 defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or  
363 (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been re-  
364 funded in advance of their maturity and are fully secured as to payment of principal and interest  
365 thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or  
366 (f). No Permitted Investment shall include any derivative investment instrument whose market  
367 price is derived from the fluctuating value of an underlying asset, index, currency, futures  
368 contract, including futures, options and collateralized mortgage obligations.

369  
370 **"Person"** means any natural person, as well as any corporation, partnership, joint  
371 venture, association, firm, joint-stock company, trust, unincorporated organization, or  
372 government or any agency or political subdivision thereof or other public body.

373  
374 **"Principal and Interest Account"** means the Principal and Interest Account for the City  
375 of Topeka, Kansas, General Obligation Refunding Bonds, Series 2003-A, created herein within  
376 the City's Bond and Interest Fund.

377  
378 **"Project Account"** means the Project Account in the treasury of the City, created herein.

379  
380 **"Purchase Price"** means the purchase price of the Bonds as set forth in the *Bid Proposal*  
381 *for Purchase of Series 2003-A Bonds* as submitted by the Original Purchaser and accepted by the  
382 City, plus accrued interest to the date of delivery.

383  
384 **"Rebate Fund"** means the Rebate Fund for the City of Topeka, Kansas, General  
385 Obligation Refunding Bonds, Series 2003-A, created herein.

386  
387 **"Record Dates"** means, for the interest payable on any Interest Payment Date, the first  
388 day (whether or not a Business Day) of each month of such Interest Payment Date.

389  
390 **"Redemption Date"** means, when used with respect to any Bond to be redeemed, the  
391 date fixed for the redemption of such Bond pursuant to the terms of this Resolution.

392  
393 **"Redemption Price"** means, when used with respect to any Bond to be redeemed, the  
394 price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including  
395 the applicable redemption premium, if any, but excluding installments of interest whose Stated  
396 Maturity is on or before the Redemption Date.

397  
398 **"Refunded Bonds"** means the City's General Obligation Bonds, Series 1997-A,  
399 maturing on August 15, 2003, through and including August 15, 2017, being refunded with the  
400 proceeds of the Bonds.

401  
402 **Refunded Bond Ordinance"** means the Ordinance and Resolution of the City  
403 authorizing the issuance of the City's General Obligation Bonds, Series 1997-A.

404  
405 **"Refunded Bonds Paying Agents"** means, the Treasurer of the State of Kansas, Topeka,  
406 Kansas.

407  
408 **"Replacement Bonds"** means Bonds issued to the beneficial owners of the Bonds in  
409 accordance with **Section 211** hereof.

410  
411 **"Representation Letter"** means the Representation Letter from the City and the Paying  
412 Agent to the Securities Depository with respect to the Bonds, substantially in the form attached  
413 to this Resolution as *Exhibit B*.

415           **"Resolution"** means this resolution relating to the Bonds and any Supplemental  
416 Resolution.

417           **"Securities Depository"** means, initially, The Depository Trust Company, New York,  
418 New York, and any successors and assigns.  
419

420           **"Special Record Date"** means the date fixed by the Paying Agent pursuant to **Section**  
421 **204** hereof for the payment of Defaulted Interest.  
422

423           **"Standard & Poor's"** means Standard & Poor's Ratings Services, a Division of The  
424 McGraw Hill Companies, Inc., New York, New York, and any successors or assigns to the Bond  
425 rating functions thereof which is deemed acceptable by the City and Bond Counsel.  
426

427           **"State"** means the State of Kansas.  
428

429           **"State Treasurer"** means the duly elected Treasurer or, in the Treasurer's absence, the  
430 duly appointed Deputy Treasurer or acting Treasurer of the State of Kansas, and any successors  
431 or assigns.  
432

433           **"Stated Maturity"** means (i) with respect to any Bond principal payment, the date on  
434 which payment of principal is due and payable on any Bond, as specified on that Bond and in  
435 this Resolution, and (ii) with respect to any Interest Payment, each February 15 and August 15 of  
436 the year in which any Bond is Outstanding, beginning August 15, 2003.  
437

438           **"Term Bonds"** means the Bonds scheduled to mature in the year 2017.  
439

440           **"Treasurer"** means the duly appointed and/or elected Treasurer of the City or, in the  
441 Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.  
442

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

### AUTHORIZATION AND DETAILS OF THE BONDS

457           **Section 201. Authorization of the Bonds.** There shall be issued and hereby are  
458 authorized and directed to be issued the General Obligation Refunding Bonds, Series 2003-A, of  
459 the City in the aggregate principal amount of \$6,205,000 for the purpose of providing funds to  
460 currently refund the City's Refunded Bonds as described in the Bond Ordinance, in accordance  
461 with K.S.A. 10-427 et seq. and Article 1 of Chapter 10, Kansas Statutes Annotated, all as  
462 amended, and other provisions of the laws of the State of Kansas applicable thereto.

463           **Section 202. Description of the Bonds.** The Bonds shall consist of fully registered  
464 bonds in the denominations of \$5,000 or any integral multiple thereof and shall be numbered in  
465 such manner as the Bond Registrar shall determine. All of the Bonds shall be dated March 1,  
466 2003, shall become due in the amounts on the Stated Maturities (subject to redemption and  
467

468 payment prior to their Stated Maturities as provided in Article III hereof), and shall bear interest  
469 at the rates per annum as follows:

470 SERIAL BONDS

471	472	473	474	475
	MATURITY	PRINCIPAL	INTEREST	
	<u>(August 15)</u>	<u>AMOUNT</u>	<u>RATE</u>	
476	2003	\$335,000	1.800%	
477	2004	-0-		
478	2005	370,000	2.100	
479	2006	390,000	2.200	
480	2007	405,000	2.250	
481	2008	400,000	2.500	
482	2009	415,000	2.900	
483	2010	435,000	3.200	
484	2011	455,000	3.400	
485	2012	450,000	3.600	
486	2013	470,000	3.700	
487	2014	490,000	3.850	
488	2015	510,000	4.000	
489	2016	530,000	4.100	
490	2017	550,000	4.125	

491  
492  
493 The Bonds shall bear interest at the above specified rates (computed on the basis of a  
494 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent  
495 Interest Payment Date to which interest has been paid, payable on the Interest Payment Dates in  
496 the manner set forth in **Section 204** hereof.

497  
498 Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution,  
499 shall be typed or printed in accordance with the format required by the Attorney General of the  
500 State and shall be substantially in the form attached hereto as *Exhibit A* or as may be required by  
501 the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal  
502 Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A.  
503 10-620 et seq.

504  
505 **Section 203. Designation of Paying Agent and Bond Registrar.** The Treasurer of the  
506 State of Kansas, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of  
507 principal of and interest on the Bonds and as Bond Registrar with respect to the registration,  
508 transfer and exchange of Bonds. The Mayor and Clerk of the City are hereby authorized and  
509 empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying  
510 Agent for the Bonds.

511  
512 The City will at all times maintain a Paying Agent and Bond Registrar meeting the  
513 qualifications herein described for the performance of the duties hereunder. The City reserves  
514 the right to appoint a successor Paying Agent or Bond Registrar by (1) filing with the Paying  
515 Agent or Bond Registrar then performing such function a certified copy of the proceedings  
516 giving notice of the termination of such Paying Agent or Bond Registrar and appointing a  
517 successor, and (2) causing notice of appointment of the successor Paying Agent and Bond  
518 Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying  
519 Agent or Bond Registrar shall become effective until a successor has been appointed and has  
520 accepted the duties of Paying Agent or Bond Registrar.

521

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

524 **Section 204. Method and Place of Payment of the Bonds.** The principal of, or  
525 Redemption Price, if any, and interest on the Bonds shall be payable in any coin or currency  
526 which, on the respective dates of payment thereof, is legal tender for the payment of public and  
527 private debts.  
528

529 The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in  
530 whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presen-  
531 tation and surrender of such Bond at the principal corporate trust office of the Paying Agent.  
532

533 The interest payable on each Bond on any Interest Payment Date shall be paid to the  
534 Owner of such Bond as shown on the Bond Register at the close of business on the Record Date  
535 for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner  
536 shown on the Bond Register or (b) in the case of an interest payment to any Owner of \$500,000  
537 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon  
538 written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the  
539 Record Date for such interest, containing the electronic transfer instructions including the bank  
540 (which shall be in the continental United States) ABA routing number and account number to  
541 which such Owner wishes to have such transfer directed.  
542

543 Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with  
544 respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record  
545 Date and shall be payable to the Owner in whose name such Bond is registered at the close of  
546 business on the Special Record Date for the payment of such Defaulted Interest, which Special  
547 Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the  
548 Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond  
549 and the date of the proposed payment (which date shall be at least 30 days after receipt of such  
550 notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an  
551 amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted  
552 Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the  
553 date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a  
554 Special Record Date for the payment of such Defaulted Interest which shall be not more than 15  
555 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall  
556 promptly notify the City of such Special Record Date and, in the name and at the expense of the  
557 City, shall cause notice of the proposed payment of such Defaulted Interest and the Special  
558 Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond  
559 entitled to such notice at the address of such Owner as it appears on the Bond Register not less  
560 than 10 days prior to such Special Record Date.  
561

562 The Paying Agent shall keep a record of payment of principal and Redemption Price of  
563 and interest on all Bonds and at least annually shall forward a copy or summary of such records  
564 to the City.  
565

566 **Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants that,  
567 as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the  
568 office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in  
569 the name of the Owner thereof on the Bond Register.  
570

571 Bonds may be transferred and exchanged only on the Bond Register as provided in this  
572 Section. Upon surrender of any Bond at the principal corporate trust office of the Bond Regis-  
573 trar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any  
574

575 authorized denomination of the same Stated Maturity and in the same aggregate principal  
576 amount as the Bond that was presented for transfer or exchange.

577  
578 Bonds presented for transfer or exchange shall be accompanied by a written instrument or  
579 instruments of transfer or authorization for exchange, in a form and with guarantee of signature  
580 satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly  
581 authorized agent.

582  
583 In all cases in which the privilege of transferring or exchanging Bonds is exercised, the  
584 Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this  
585 Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration,  
586 transfer and exchange of Bonds provided for by this Resolution and the cost of printing a  
587 reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred  
588 in the secondary market, other than fees of the Bond Registrar, are the responsibility of the  
589 Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification  
590 number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient  
591 to pay any governmental charge required to be paid as a result of such failure. In compliance  
592 with Section 3406 of the Code, such amount may be deducted by the Paying Agent from  
593 amounts otherwise payable to such Owner hereunder or under the Bonds.

594  
595 The City and the Bond Registrar shall not be required (a) to register the transfer or  
596 exchange of any Bond that has been called for redemption after notice of such redemption has  
597 been mailed by the Bond Registrar pursuant to **Section 303** hereof and during the period of 15  
598 days next preceding the date of mailing of such notice of redemption; or (b) to register the  
599 transfer or exchange of any Bond during a period beginning at the opening of business on the  
600 day after receiving written notice from the City of its intent to pay Defaulted Interest and ending  
601 at the close of business on the date fixed for the payment of Defaulted Interest pursuant to  
602 **Section 204** hereof.

603  
604 The City and the Paying Agent may deem and treat the Person in whose name any Bond  
605 is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is  
606 overdue or not, for the purpose of receiving payment of, or on account of, the principal or  
607 Redemption Price of and interest on said Bond and for all other purposes. All payments so made  
608 to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge  
609 the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the  
610 Paying Agent shall be affected by any notice to the contrary.

611  
612 At reasonable times and under reasonable regulations established by the Bond Registrar,  
613 the Bond Register may be inspected and copied by the Owners of 10% or more in principal  
614 amount of the Bonds then Outstanding or any designated representative of such Owners whose  
615 authority is evidenced to the satisfaction of the Bond Registrar.

616  
617 **Section 206. Execution, Registration, Authentication and Delivery of Bonds.** Each  
618 of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially  
619 delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of  
620 the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the City  
621 shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and  
622 directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds  
623 to be registered in the office of the Clerk, which registration shall be evidenced by the manual or  
624 facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon.  
625 The Bonds shall also be registered in the office of the State Treasurer, which registration shall be  
626 evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State  
627 Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on  
628 any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall

629 nevertheless be valid and sufficient for all purposes, as if such person had remained in office  
630 until delivery. Any Bond may be signed by such persons who at the actual time of the execution  
631 of such Bond are the proper officers to sign such Bond although at the date of such Bond such  
632 persons may not have been such officers.  
633

634 The Bonds shall have endorsed thereon a *Certificate of Authentication* substantially in the  
635 form attached hereto as *Exhibit A* hereof, which shall be manually executed by an authorized  
636 officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or  
637 employee sign the *Certificate of Authentication* on all of the Bonds that may be issued hereunder  
638 at any one time. No Bond shall be entitled to any security or benefit under this Resolution or be  
639 valid or obligatory for any purpose unless and until such *Certificate of Authentication* has been  
640 duly executed by the Bond Registrar. Such executed *Certificate of Authentication* upon any  
641 Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered  
642 under this Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the  
643 Original Purchaser upon instructions of the City or its representative.  
644

645 **Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is  
646 surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of  
647 the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Bond  
648 Registrar such security or indemnity as may be required by each of them, then, in the absence of  
649 notice to the City or the Bond Registrar that such Bond has been acquired by a bona fide  
650 purchaser, the City shall execute and, upon the City's request, the Bond Registrar shall  
651 authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or  
652 stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.  
653

654 If any such mutilated, destroyed, lost or stolen Bond has become or is about to become  
655 due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.  
656

657 Upon the issuance of any new Bond under this Section, the City may require the payment  
658 by the Owner of a sum sufficient to cover any tax or other governmental charge that may be  
659 imposed in relation thereto and any other expenses, including the fees and expenses of the Bond  
660 Registrar connected therewith.  
661

662 Every new Bond issued pursuant to this Section shall constitute a replacement of the prior  
663 obligation of the City, and shall be entitled to all the benefits of this Resolution equally and  
664 ratably with all other Outstanding Bonds.  
665

666 **Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that  
667 have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either  
668 at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment,  
669 redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance  
670 with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate  
671 in duplicate describing the Bonds so cancelled and destroyed and shall file an executed  
672 counterpart of such certificate with the City.  
673

674 **Section 209. Preliminary and Final Official Statement.** The *Preliminary Official*  
675 *Statement* dated February 6, 2003, is hereby ratified and approved. For the purpose of enabling  
676 the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities  
677 and Exchange Commission, the City hereby deems the information regarding the City contained  
678 in the *Preliminary Official Statement* to be "final" as of its date, except for the omission of such  
679 information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are  
680 hereby authorized, if requested, to provide the Original Purchaser a letter or certification to such  
681 effect and to take such other actions or execute such other documents as such officers in their

682 reasonable judgment deem necessary to enable the Original Purchaser to comply with the  
683 requirements of such Rule.  
684

685 The final *Official Statement* is hereby authorized to be prepared by supplementing,  
686 amending and completing the *Preliminary Official Statement*, with such changes and additions  
687 thereto as are necessary to conform to and describe the transaction. The Mayor is hereby  
688 authorized to execute the final *Official Statement* as so supplemented, amended and completed,  
689 and the use and public distribution of the final *Official Statement* by the Original Purchaser in  
690 connection with the reoffering of the Bonds is hereby authorized. The proper officials of the  
691 City are hereby authorized to execute and deliver a certificate pertaining to such *Official*  
692 *Statement* as prescribed therein, dated as of the date of payment for and delivery of the Bonds.  
693

694 The City agrees to provide to the Original Purchaser within seven business days of the  
695 date of the sale of Bonds sufficient copies of the final *Official Statement* to enable the Original  
696 Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange  
697 Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking  
698 Board.  
699

700 **Section 210. Sale of the Bonds.** The sale of the Bonds to the Original Purchaser is  
701 hereby ratified and confirmed. Delivery of the Bonds shall be made to the Original Purchaser as  
702 soon as practicable after the passage of this Resolution, upon payment of the Purchase Price.  
703

704 **Section 211. Book-Entry Bonds; Securities Depository.**  
705

706 (a) The Bonds shall initially be registered to Cede & Co., the nominee for the  
707 Securities Depository, and no beneficial owner will receive certificates representing its  
708 respective interests in the Bonds, except in the event the Bond Registrar issues Replacement  
709 Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds,  
710 the Securities Depository will make book-entry transfers among its Participants and receive and  
711 transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants  
712 until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the  
713 beneficial owners as described in subsection (b).  
714

715 (b) (1) If the City determines (A) that the Securities Depository is unable to properly  
716 discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as  
717 a securities depository and registered clearing agency under the Securities and Exchange Act of  
718 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any  
719 Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the  
720 beneficial owners of the Bonds, or (2) if the Bond Registrar receives written notice from  
721 Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the  
722 records of the Securities Depository (and certified to such effect by the Securities Depository),  
723 that the continuation of a book-entry system to the exclusion of any Bonds being issued to any  
724 Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the  
725 Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and  
726 of the availability of certificates to Owners requesting the same, and the Bond Registrar shall  
727 register in the name and authenticate and deliver Replacement Bonds to the beneficial owners or  
728 their nominees in principal amounts representing the interest of each, making such adjustments  
729 as it may find necessary or appropriate as to accrued interest and previous calls for redemption;  
730 provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the  
731 City, with the consent of the Bond Registrar, may select a successor securities depository in  
732 accordance with **Section 211(c)** hereof to effect book-entry transfers. In such event, all  
733 references to the Securities Depository herein shall relate to the period of time when the  
734 Securities Depository has possession of at least one Bond. Upon the issuance of Replacement  
735 Bonds, all references herein to obligations imposed upon or to be performed by the Securities

736 Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the  
737 extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns  
738 and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the  
739 Securities Depository in accordance with **Section 211(c)** hereof, then the Bond Registrar shall  
740 authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond  
741 Registrar may rely on information from the Securities Depository and its Participants as to the  
742 names of the beneficial owners of the Bonds. The cost of printing, registration, authentication  
743 and delivery of Replacement Bonds shall be paid for by the City.  
744

745 (c) In the event the Securities Depository resigns, is unable to properly discharge its  
746 responsibilities, or is no longer qualified to act as a securities depository and registered clearing  
747 agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a  
748 successor Securities Depository provided the Bond Registrar and the City receive written  
749 evidence with respect to the ability of the successor Securities Depository to discharge its  
750 responsibilities. Any such successor Securities Depository shall be a securities depository which  
751 is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or  
752 other applicable statute or regulation that operates a securities depository upon reasonable and  
753 customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall  
754 cause the delivery of Bonds to the successor Securities Depository in appropriate denominations  
755 and form as provided herein.  
756

757 (d) The execution and delivery of the Representation Letter to DTC by the Mayor of  
758 the City in the form attached hereto as Exhibit B with such changes, omissions, insertions and  
759 revisions as the Mayor shall deem advisable, is hereby authorized, and execution of the  
760 Representation Letter by the Mayor shall be conclusive evidence of such approval. The  
761 Representation Letter shall set forth certain matters with respect to, among other things, notices,  
762 consents and approvals by Registered Owners of the Bonds and beneficial Owners and payments  
763 on the Bonds. The Paying Agent shall have the same rights with respect to its actions thereunder  
764 as it has with respect to its actions under this Resolution.  
765

### 766 ARTICLE III

### 767 REDEMPTION OF BONDS

768 **Section 301. Optional Redemption by City.** The Bonds maturing prior to August 15,  
769 2009, shall become due without the option of prior payment. The Bonds maturing on or after  
770 August 15, 2009, may be called for redemption and payment prior to maturity on August 15,  
771 2008, and thereafter in whole or in part on any date (Bonds of less than a single maturity to be  
772 selected by lot in multiples of \$5,000 principal amount by the Paying Agent and Bond Registrar  
773 in such equitable manner as they shall designate), at the redemption price equal to the principal  
774 amount thereof with a redemption premium of one percent of the principal amount redeemed,  
775 such redemption premium to decline one-quarter of one percent (1/4 of 1%) each Interest  
776 Payment Date thereafter, plus accrued interest thereon to the date fixed for redemption and  
777 payment.  
778

779  
780  
781 **Section 302. Selection of Bonds to be Redeemed.** Bonds shall be redeemed only in the  
782 principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds of  
783 the same maturity are to be redeemed and paid prior to their Stated Maturity, the Bonds to be  
784 redeemed shall be selected by the Bond Registrar in \$5,000 units of principal amount in such  
785 equitable manner as the Bond Registrar may determine.  
786

787  
788 In the case of a partial redemption of Bonds by lot when Bonds of denominations greater  
789 than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each

790 \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of  
791 \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value  
792 represented by any Bond is selected for redemption, then upon notice of intention to redeem such  
793 \$5,000 unit or units, the Owner or the Owner's duly authorized agent shall forthwith present and  
794 surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and  
795 interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption,  
796 and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the  
797 aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If  
798 the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and  
799 exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption  
800 date to the extent the \$5,000 unit or units of face value called for redemption (and to that extent  
801 only).

802  
803 **Section 303. Notice and Effect of Call for Redemption.** In the event the City desires  
804 to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided  
805 to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior  
806 to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and  
807 shall give notice of such redemption as herein provided upon receipt by it of the City's written  
808 notice at least 45 days prior to the Redemption Date. If the Bonds are refunded more than 90  
809 days in advance of such Redemption Date, any escrow agreement entered into by the City in  
810 connection with such refunding shall provide that such written instructions to the Paying Agent  
811 shall be given by the escrow agent on behalf of the City not more than 90 days prior to the  
812 Redemption Date. The Paying Agent may in its discretion waive such notice period so long as  
813 the notice requirements set forth in **Section 303** are met.

814  
815 Unless waived by any Owner of Bonds to be redeemed, the Bond Registrar shall give  
816 written notice of the redemption of said Bonds on a specified date, the same being described by  
817 maturity, said notice to be mailed by United States first class mail addressed to the Owners of  
818 said Bonds to be redeemed and to the Original Purchaser of the Bonds, each of said notices to be  
819 mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar  
820 shall also give such additional notice as may be required by Kansas law or regulations of the  
821 Securities and Exchange Commission in effect as of the date of such notice.

822  
823 All official notices of redemption shall be dated and shall contain the following  
824 information:

- 825  
826 (a) the Redemption Date;  
827  
828 (b) the Redemption Price;  
829  
830 (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in  
831 the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be  
832 redeemed;  
833  
834 (d) a statement that on the Redemption Date the Redemption Price will become due  
835 and payable upon each such Bond or portion thereof called for redemption and that interest  
836 thereon shall cease to accrue from and after the Redemption Date; and  
837  
838 (e) the place where such Bonds are to be surrendered for payment of the Redemption  
839 Price, which shall be the principal office of the Paying Agent.

840  
841 The failure of any Owner to receive notice given as heretofore provided or an immaterial  
842 defect therein shall not invalidate any redemption.  
843

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

847  
848 Official notice of redemption having been given as aforesaid, the Bonds or portions of  
849 Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption  
850 Price therein specified, and from and after the Redemption Date (unless the City defaults in the  
851 payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest.  
852 Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption  
853 Price shall be payable as herein provided for payment of interest. Upon surrender for any partial  
854 redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same  
855 Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have  
856 been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as  
857 provided herein and shall not be reissued.

858  
859 The Paying Agent is also directed to comply with any mandatory or voluntary standards  
860 then in effect for processing redemptions of municipal securities established by the State or the  
861 Securities Exchange Commission. Failure to comply with such standards shall not affect or  
862 invalidate the redemption of any Bond.

863  
864 ARTICLE IV

865 SECURITY FOR AND PAYMENT OF BONDS

866  
867  
868  
869 **Section 401. Security for the Bonds.** The Bonds shall be general obligations of the  
870 City payable as to both principal and interest in part from special assessments levied upon  
871 specially benefited property and, if not from ad valorem taxes which may be levied without  
872 limitation upon all the taxable tangible property, real and personal, within the territorial limits of  
873 the City. The balance of the principal of and interest on the Bonds is payable from ad valorem  
874 taxes which may be levied without limitation as to rate or amount upon all the taxable tangible  
875 property, real and personal, within the territorial limits of the City. The full faith, credit and  
876 resources of the City are hereby irrevocably pledged for the prompt payment of the principal of  
877 and interest on the Bonds as the same become due.

878  
879 **Section 402. Levy and Collection of Annual Tax.** The governing body of the City  
880 shall annually make provision for the payment of principal of, redemption premium, if any, and  
881 interest on the Bonds as the same become due by levying and collecting the necessary taxes upon  
882 all of the taxable tangible property within the City in the manner provided by law.

883  
884 The taxes referred to above shall be extended upon the tax rolls in each of the several  
885 years, respectively, and shall be levied and collected at the same time and in the same manner as  
886 the other ad valorem taxes of the City are levied and collected. The proceeds derived from said  
887 taxes shall be deposited in the Principal and Interest Account, shall be kept separate and apart  
888 from all other funds of the City and shall be used solely for the payment of the principal of,  
889 redemption premium, if any, and interest on the Bonds as and when the same become due, taking  
890 into account the fees and expenses of the Bond Registrar and Paying Agent.

891  
892 If at any time said taxes are not collected in time to pay the principal of or interest on the  
893 Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest  
894 out of the general funds of the City and to reimburse said general funds for money so expended  
895 when said taxes are collected.

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ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS  
DEPOSIT AND APPLICATION OF MONEYS

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

- (a) In the City's Bond and Interest Fund, the "Principal and Interest Account for the City of Topeka, Kansas, General Obligation Refunding Bonds, Series 2003-A (the "Principal and Interest Account"); and
- (b) Cost of Issuance Account for City of Topeka, Kansas, General Obligation Refunding Bonds, Series 2003-A (the "Cost of Issuance Account"); and
- (c) Rebate Fund for the City of Topeka, Kansas, General Obligation Refunding Bonds, Series 2003-A (the "Rebate Fund").

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

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

- (a) In the Principal and Interest Account, a sum equal to the accrued interest; and
- (b) In the Cost of Issuance Account the sum of \$65,428.06 which does not include underwriter's discount in the amount of \$39,233.85 which is not a cash item; and
- (c) To the Refunded Bonds Paying Agents the sum of \$6,093,034.44, to redeem and pay the Refunded Bonds on the date fixed for their redemption.

**Section 503. Withdrawals of the Cost of Issuance Account.** The Treasurer shall make withdrawals from the Cost of Issuance Account solely for the purpose of paying costs of issuing the Bonds. Such withdrawals shall be made only on due authorization by the governing body of the City.

**Section 504. Surplus in the Cost of Issuance Account.** All moneys remaining the Cost of Issuance Account after 60 days of the issuance of the Bonds, shall be transferred immediately to the 2003-A Principal and Interest Account and applied to the next installment of principal due on the Bonds.

**Section 505. Application of Moneys in Principal and Interest Account.** All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Principal and Interest Account sums sufficient to pay principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal or Redemption

951 Price, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the  
952 lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the  
953 Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys  
954 deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject  
955 to all of the provisions contained in this Resolution and shall be held in trust by the Paying Agent  
956 for the benefit of the Owners of the Bonds entitled to payment from such moneys.

957  
958 Any moneys or investments remaining in the Principal and Interest Account after the  
959 retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into  
960 the Bond and Interest Fund of the City.

961  
962 **Section 506. Application of Moneys in the Rebate Fund.**

963  
964 (a) There shall be deposited in the Rebate Fund such amounts as are required to be  
965 deposited therein pursuant to the Arbitrage Instructions. All money at any time deposited in the  
966 Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the United  
967 States of America, and neither the City nor the Owner of any Bonds shall have any rights in or  
968 claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be  
969 governed by this Section and the Arbitrage Instructions.

970  
971 (b) The City shall periodically determine the rebatable arbitrage, if any, under Section  
972 148(f) of the Code in accordance with the Arbitrage Instructions, and the City shall make  
973 payments to the United States of America at the times and in the amounts determined under the  
974 Arbitrage Instructions. Any moneys remaining in the Rebate Fund after redemption and  
975 payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision  
976 made therefor, shall be deposited into the Principal and Interest Account of the City.

977  
978 (c) Notwithstanding any other provision of this Resolution, including in particular  
979 Article VII hereof, the obligation to pay rebatable arbitrage to the United States of America and  
980 to comply with all other requirements of this Section and the Arbitrage Instructions shall survive  
981 the defeasance or payment in full of the Bonds.

982  
983 (d) The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond  
984 Counsel, such amendment or replacement will not adversely affect the exclusion from gross  
985 income for federal income tax purposes of interest on the Bonds.

986  
987 **Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and  
988 Accounts shall be invested in accordance with the requirements of K.S.A. 10-131, as amended.  
989 All such investments constituting deposits shall be continuously and adequately secured by the  
990 financial institutions holding such deposits as provided by the laws of the State. All moneys held  
991 in the Funds and Accounts shall be kept separate and apart from all other funds of the City so  
992 that there shall be no commingling of such funds with any other funds of the City.

993  
994 Moneys held in the funds and accounts herein created or established in conjunction with  
995 the issuance of the Bonds may be invested by the City in Permitted Investments or in other  
996 investments allowed by Kansas law in such amounts and maturing at such times as shall  
997 reasonably provide for moneys to be available when required in said accounts or funds;  
998 provided, however, that no such investment shall be made for a period extending longer than to  
999 the date when the moneys invested may be needed for the purpose for which such fund or  
1000 account was created. All interest on any Permitted Investment held in any fund or account  
1001 (except amounts required to be deposited in the Rebate Fund in accordance with the Arbitrage  
1002 Instructions) shall accrue to and become a part of such fund or account; provided, however, that  
1003 interest earned on investments of moneys held in the Project Account may, at the direction of the  
1004 governing body of the City, be paid and credited to the Principal and Interest Account and used

1005 to pay interest on the Bonds. In determining the amount held in any fund or account under the  
1006 provisions of the Resolution, Permitted Investments shall be valued at their par value or at their  
1007 then current redemption value, whichever is lower.  
1008

1009 **Section 508. Nonpresentment of Bonds.** If any Bond is not presented for payment  
1010 when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have  
1011 been made available to the Paying Agent, all liability of the City to the Owner thereof for the  
1012 payment of such Bond shall forthwith cease, determine and be completely discharged, and  
1013 thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for  
1014 interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted  
1015 exclusively to such funds for any claim of whatever nature on his part under this Resolution or  
1016 on, or with respect to, said Bond. If such funds shall have remained unclaimed for five (5) years  
1017 after such principal or interest has become due and payable, such funds shall be paid to the City;  
1018 and all liability of the Paying Agent to the Owner thereof for the payment of such Bond shall  
1019 forthwith cease, terminate and be completely discharged. The obligations of the Paying Agent  
1020 under this Section to pay any such funds to the City shall be subject to any provisions of law  
1021 applicable to the Paying Agent or to such funds providing other requirements for disposition of  
1022 unclaimed property.  
1023

## 1024 ARTICLE VI

### 1025 DEFAULT AND REMEDIES 1026

1027 **Section 601. Remedies.** The provisions of the Resolution, including the covenants and  
1028 agreements herein contained, shall constitute a contract between the City and the Owners of the  
1029 Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less  
1030 than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the  
1031 equal benefit and protection of all Owners of Bonds similarly situated:  
1032

1033 (a) by mandamus or other suit, action or proceedings at law or in equity to enforce  
1034 the rights of such Owner or Owners against the City and its officers, agents and employees, and  
1035 to require and compel duties and obligations required by the provisions of the Resolution or by  
1036 the Constitution and laws of the State;  
1037

1038 (b) by suit, action or other proceedings in equity or at law to require the City, its  
1039 officers, agents and employees to account as if they were the trustees of an express trust; and  
1040

1041 (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things  
1042 which may be unlawful or in violation of the rights of the Owners of the Bonds.  
1043

1044 **Section 602. Limitation on Rights of Owners.** The covenants and agreements of the  
1045 City contained herein and in the Bonds shall be for the equal benefit, protection, and security of  
1046 the Owners of any or all of the Bonds, all of which Bonds shall be equal rank and without  
1047 preference or priority of one Bond over any other Bond in the application of the funds herein  
1048 pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as  
1049 to rate of interest, date of maturity and right of prior redemption as provided in this Resolution.  
1050 No one or more Owners secured hereby shall have any right in any manner whatever by its  
1051 action to affect, disturb or prejudice the security granted and provided for herein, or to enforce  
1052 any right hereunder, except in the manner herein provided, and all proceedings at law or in  
1053 equity shall be instituted, had and maintained for the equal benefit of all Owners of Outstanding  
1054 Bonds.  
1055

1056 **Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is  
1057 intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in  
1058

1059 addition to every other remedy and may be exercised without exhausting and without regard to  
1060 any other remedy conferred herein. No waiver of any default or breach of duty or contract by the  
1061 Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract  
1062 or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise  
1063 any right or power accruing upon any default shall impair any such right or power or shall be  
1064 construed to be a waiver of any such default or acquiescence therein. Every substantive right  
1065 and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced  
1066 and exercised from time to time and as often as may be deemed expedient. If action or  
1067 proceedings taken by any Owner on account of any default or to enforce any right or exercise  
1068 any remedy has been discontinued or abandoned for any reason, or shall have been determined  
1069 adversely to such Owner, then, and in every such case, the City and the Owners of the  
1070 Outstanding Bonds shall be restored to their former positions and rights hereunder, respectively,  
1071 and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action  
1072 or other proceedings had been brought or taken.

1073  
1074 ARTICLE VII

1075  
1076 DEFEASANCE

1077  
1078 **Section 701. Defeasance.** When any or all of the Bonds or scheduled interest payments  
1079 thereon have been paid and discharged, then the requirements contained in this Resolution and  
1080 the pledge of the City's faith and credit hereunder and all other rights granted hereby shall  
1081 terminate with respect to the Bonds or scheduled interest payments thereon so paid and dis-  
1082 charged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and  
1083 discharged within the meaning of this Resolution if there has been deposited with the Paying  
1084 Agent, or other commercial bank or trust company located in the State and having full trust  
1085 powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest pay-  
1086 ments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance  
1087 Obligations which, together with the interest to be earned on any such Defeasance Obligations,  
1088 will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the  
1089 Stated Maturity or Redemption Date, or if default in such payment has occurred on such date,  
1090 then to the date of the tender of such payments; provided, however, that if any such Bonds are to  
1091 be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and  
1092 (2) either notice of such redemption has been given, or the City has given irrevocable  
1093 instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the  
1094 Bond Registrar to give such notice of redemption in compliance with **Section 303** of this  
1095 Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the  
1096 Paying Agent or other commercial bank or trust company by or on behalf of the City, for the  
1097 purpose of paying and discharging any of the Bonds, shall be and are hereby assigned,  
1098 transferred and set over to the Paying Agent or other bank or trust company in trust for the  
1099 respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably  
1100 appropriated to the payment and discharge thereof. All money and Defeasance Obligations  
1101 deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited  
1102 in accordance with and subject to all of the provisions of this Resolution.

1103  
1104 ARTICLE VIII

1105  
1106 TAX COVENANTS

1107  
1108 **Section 801. General Covenants.**

1109  
1110 (a) The City covenants and agrees that (1) it will comply with all applicable  
1111 provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the  
1112 exclusion from gross income for federal income tax purposes of the interest on the Bonds, and

1113 (2) it will not use or permit the use of any Bond proceeds or any other funds of the City in a  
1114 manner which would adversely affect the exclusion from gross income of the interest on the  
1115 Bonds, and (3) will not take or permit any other action, or fail to take any action, if any such  
1116 action or failure to take action would adversely effect the exclusion from gross income of the  
1117 interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and  
1118 take such other actions as may be necessary to comply with the Code and with all other  
1119 applicable future laws, regulations, published rulings and judicial decisions, in order to ensure  
1120 that the interest on the Bonds will remain excluded from federal gross income, to the extent any  
1121 such actions can be taken by the City.  
1122

1123 (b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as  
1124 soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are  
1125 issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of  
1126 the Bonds or any other funds of the City in any manner, and will not take or omit to take any  
1127 action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a)  
1128 of the Code.  
1129

1130 (c) The City covenants and agrees that it will not use any portion of the proceeds of  
1131 the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a  
1132 manner that would cause any Bond to be a "private activity bond" within the meaning of Section  
1133 141(a) of the Code.  
1134

1135 **Section 802. Rebate Covenant.** The City covenants and agrees that it will pay, or  
1136 provide for the payment of, from time to time all amounts required to be rebated to the United  
1137 States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall  
1138 survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended  
1139 or replaced if, in the opinion of Bond Counsel such amendment or replacement will not  
1140 adversely affect the exclusion from gross income for federal income tax purposes of interest on  
1141 the Bonds.  
1142

1143 **Section 803. Survival of Covenants.** The covenants contained in this Article shall  
1144 remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article  
1145 VII hereof or any other provision of this Resolution until the final maturity date of all Bonds  
1146 Outstanding.  
1147

1148 **Section 804. Qualified Tax-exempt Obligations.** The Bonds are not designated as  
1149 "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code.  
1150

## 1151 ARTICLE IX

### 1152 CONTINUING DISCLOSURE REQUIREMENTS

1153 **Section 901. Disclosure Requirements.** The City hereby covenants with the Original  
1154 Purchaser and the Beneficial Owners (as defined in the Disclosure Certificate) to provide and  
1155 disseminate such information as is required by Rule 15c2-12 (as defined in the Disclosure  
1156 Certificate) and is further set forth in the Disclosure Certificate. Such covenant shall be for the  
1157 benefit of and enforceable by the Original Purchaser and such Beneficial Owners.  
1158  
1159

1160 **Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the  
1161 event the City fails to comply in a timely manner with its covenants contained in the preceding  
1162 section, the Original Purchaser and/or any such Beneficial Owner may make demand for such  
1163 compliance by written notice to the City. In the event the City does not remedy such  
1164 noncompliance within 10 days of receipt of such written notice, the Original Purchaser or any  
1165

1166 such Beneficial Owner may in its discretion, without notice or demand, proceed to enforce  
1167 compliance by a suit or suits in equity for the specific performance of such covenant or  
1168 agreement contained in the preceding section or for the enforcement of any other appropriate  
1169 legal or equitable remedy as the Original Purchaser and/or any such Beneficial Owner shall deem  
1170 effectual to protect and enforce any of the duties of the City under such preceding section.

1171  
1172  
1173 ARTICLE X

1174  
1175 MISCELLANEOUS PROVISIONS

1176  
1177 **Section 1001. Redemption of Refunded Bonds.** Pursuant to the Refunded Bond  
1178 Ordinance, the City hereby calls the Refunded Bonds maturing on August 15, 2003, through and  
1179 including August 15, 2017, for redemption and payment on March 12, 2003. The Refunded  
1180 Bonds are being called at the redemption price of 100.75% the par value thereof plus accrued  
1181 interest thereon to the redemption date. Subject to the specific requirements of the ordinance  
1182 which authorized the issuance of the Refunded Bonds, notice of redemption shall be given in  
1183 accordance with applicable law by the City giving written notice of its intention to redeem such  
1184 bonds by mailing by certified mail a copy of the City's order of redemption (the "Redemption  
1185 Notice") to the Refunded Bonds Paying Agents, who, upon receipt of the Redemption Notice  
1186 shall give notice of such call by mailing a copy of the Redemption Notice, by first class mail,  
1187 postage prepaid, to the registered owner of each bond to be redeemed at the address shown on  
1188 the registration books maintained by the Bond Registrars.

1189  
1190 **Section 1002. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the  
1191 City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by a  
1192 certified public accountant or firm of certified public accountants.

1193  
1194 Within 30 days after the completion of each such audit, a copy thereof shall be filed in  
1195 the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Original  
1196 Purchaser. Such audit shall at all times during the usual business hours of the City be open to the  
1197 examination and inspection by any taxpayer, any Owner of the Bonds or by anyone acting for or  
1198 on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and  
1199 mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or  
1200 prospective Owner.

1201  
1202 As soon as possible after the completion of the annual audit, the governing body of the  
1203 City shall review such audit, and if the audit discloses that proper provision has not been made  
1204 for all of the requirements of this Resolution, the City shall promptly cure such deficiency.

1205  
1206 **Section 1003. Amendments.** The rights and duties of the City and the Owners, and the  
1207 terms and provisions of the Bonds or of this Resolution, may be amended or modified at any  
1208 time in any respect by resolution of the City with the written consent of the Owners of not less  
1209 than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced  
1210 by an instrument or instruments executed by such Owners and duly acknowledged or proved in  
1211 the manner of a deed to be recorded, and such instrument or instruments shall be filed with the  
1212 Clerk, but no such modification or alteration shall:

- 1213  
1214 (a) extend the maturity of any payment of principal or interest due upon any Bond;  
1215  
1216 (b) effect a reduction in the amount which the City is required to pay as principal of  
1217 or interest on any Bond;  
1218  
1219 (c) permit preference or priority of any Bond over any other Bond; or

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

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

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

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

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

The City shall furnish to the 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 City, 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

1274 under this Resolution, Bonds owned by the City shall be disregarded and deemed not to be  
1275 Outstanding under this Resolution, except that, in determining whether the Owners shall be  
1276 protected in relying upon any such request, demand, authorization, direction, notice, consent or  
1277 waiver, only Bonds which the Owners know to be so owned shall be so disregarded.  
1278 Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not  
1279 be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the  
1280 pledgee's rights so to act with respect to such Bonds and that the pledgee is not the City.  
1281

1282 **Section 1005. Further Authority.** The officers and officials of the City, including the  
1283 Mayor and Clerk, are hereby authorized and directed to execute all documents and take such  
1284 actions as they may deem necessary or advisable in order to carry out and perform the purposes  
1285 of this Resolution and to make ministerial alterations, changes or additions in the foregoing  
1286 agreements, statements, instruments and other documents herein approved, authorized and  
1287 confirmed which they may approve, and the execution or taking of such action shall be con-  
1288 clusive evidence of such necessity or advisability.  
1289

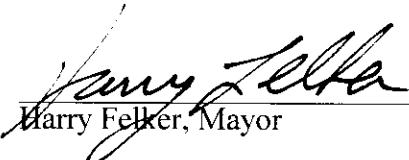
1290 **Section 1006. Severability.** If any section or other part of this Resolution is for any  
1291 reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of  
1292 this Resolution.  
1293

1294 **Section 1007. Governing Law.** This Resolution shall be governed exclusively by and  
1295 construed in accordance with the applicable laws of the State.  
1296

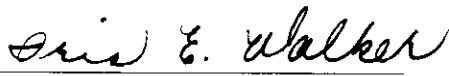
1297 **Section 1008. Effective Date.** This Resolution shall take effect and be in full force from  
1298 and after its passage by the Council of the City.  
1299

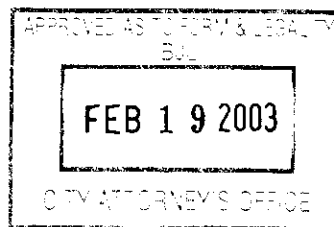
1300 PASSED and approved by the City of Topeka, Kansas, on February 18, 2003.

1301  
1302 CITY OF TOPEKA, KANSAS

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1308   
1309 Harry Felker, Mayor



1310  
1311  
1312   
1313 Iris E. Walker, City Clerk  
1314



CERTIFICATE

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I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Council of the City of Topeka, Kansas, adopted by the Council at a regularly scheduled meeting held on February 18, 2003, 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: February 18, 2003.

\_\_\_\_\_  
Iris E. Walker, City Clerk

(SEAL)

1333 EXHIBIT A  
1334 (FORM OF BOND)  
1335

1336 Unless this certificate is presented by an authorized representative of The Depository Trust  
1337 Company to the issuer or its agent for registration of transfer, exchange or payment, and any  
1338 certificate issued is registered in the name of Cede & Co. or such other name as requested by an  
1339 authorized representative of The Depository Trust Company and any payment is made to Cede &  
1340 Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE  
1341 BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has  
1342 an interest herein.  
1343

1344 UNITED STATES OF AMERICA  
1345 STATE OF KANSAS  
1346 COUNTY OF SHAWNEE  
1347 CITY OF TOPEKA  
1348 GENERAL OBLIGATION REFUNDING BOND  
1349 SERIES 2003-A  
1350

1351 No. R- \_\_\_\_\_ \$ \_\_\_\_\_  
1352

1353 Rate of Maturity Dated CUSIP \_\_\_\_\_  
1354 Interest: Date: Date: March 1, 2003  
1355

1356 Registered Owner:  
1357

1358 PRINCIPAL AMOUNT \_\_\_\_\_  
1359

1360 The City of Topeka, in the County of Shawnee, State of Kansas, (the "City") for value  
1361 received acknowledges itself to be indebted to and promises to pay, but solely from the sources  
1362 hereinafter pledged, to the registered owner identified above (the "Owner"), or registered assigns  
1363 as hereinafter provided, on the maturity date identified above, the principal amount identified  
1364 above, and in like manner to pay, as of the Record Dates as hereinafter provided, interest on such  
1365 principal amount from the date of this Bond or from the most recent interest payment date to  
1366 which interest has been paid prior to the registration date set forth below at the rate of interest per  
1367 annum set forth above semiannually on February 15 and August 15 of each year (the "Interest  
1368 Payment Dates") commencing August 15, 2003, until said principal amount is paid.  
1369

1370 The principal of and redemption premium, if any, on this Bond shall be payable in lawful  
1371 money of the United States of America at the office of the Treasurer of the State of Kansas,  
1372 Topeka, Kansas, (the "Paying Agent" and "Bond Registrar") upon presentation of this Bond for  
1373 payment and cancellation. The interest on this Bond shall be payable in lawful money of the  
1374 United States of America by check or draft of the Paying Agent by mailing to the Owner thereof  
1375 at the address appearing on the registration books of the City maintained by the Bond Registrar  
1376 or at such other address as is furnished in writing by such registered owner to the Bond Registrar  
1377 at the close of business on the 1st day of February or August of the applicable interest payment  
1378 date (the "Record Dates"), or in the case of an interest payment to any Owner of **\$500,000** or  
1379 more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written  
1380 notice given to the Paying Agent by such Owner not less than **15** days prior to the Record Date  
1381 for such interest, containing the electronic transfer instructions including the bank (which shall  
1382 be in the continental United States), ABA routing number and account number to which such  
1383 Owner wishes to have such transfer directed. The full faith, credit and resources of the City are  
1384 hereby pledged for the payment of the principal of and interest on this Bond and the issue of  
1385 which it is a part as the same respectively become due.  
1386

1387 THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE  
1388 REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS  
1389 THOUGH FULLY SET FORTH AT THIS PLACE.  
1390

1391 It is hereby certified and declared that all acts, conditions and things required to be done  
1392 and to exist precedent to and in the issuance of this Bond have been properly done and  
1393 performed and do exist in due and regular form and manner as required by the Constitution and  
1394 Laws of the State of Kansas, and that the total indebtedness of said City, including this series of  
1395 bonds, does not exceed any constitutional or statutory limitation.  
1396

1397 This Bond shall not be valid or become obligatory for any purpose until the Certificate of  
1398 Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.  
1399

1400 IN WITNESS WHEREOF, the said City of Topeka, in the State of Kansas, by its  
1401 governing body, has caused this Bond to be executed by its Mayor and attested by its City Clerk  
1402 by their manual signatures with its corporate seal to be affixed hereon, all as of the first day of  
1403 March, 2003.  
1404

1405 CITY OF TOPEKA, KANSAS

1406 (manual)

1407 \_\_\_\_\_  
1408 Mayor

1409 ATTEST: (manual)

1410 \_\_\_\_\_

1411 (SEAL)

1412 City Clerk

1413 \*\*\*\*\*

1414 CERTIFICATE OF AUTHENTICATION AND REGISTRATION

1415 This Bond is one of the City of Topeka, Kansas. General Obligation Refunding Bonds,  
1416 Series 2003-A described in the within mentioned Resolution.  
1417

1418 Registration Date: \_\_\_\_\_  
1419

1420 OFFICE OF THE STATE TREASURER  
1421 Topeka, Kansas,  
1422 as Bond Registrar and Paying Agent  
1423

1424 By \_\_\_\_\_  
1425

1426 I.D.#: \_\_\_\_\_  
1427 \*\*\*\*\*

1428 FURTHER TERMS AND PROVISIONS

1429 This Bond is one of a duly authorized series of Bonds of the City aggregating the  
1430 principal amount of \$6,205,000 (the "Bonds") issued for the purposes set forth in Ordinance No.  
1431 17968 of the City (the "Ordinance"). This Bond and the series of Bonds of which it is a part are  
1432 issued by the authority of and in full compliance with the provisions, restrictions and limitations  
1433 of the Constitution and Laws of the State of Kansas, including K.S.A. 10-101 to 125, inclusive,  
1434 as amended, K.S.A. 10-427 *et seq.*, the Ordinance, Resolution No. 7317 of the City (the  
1435 "Resolution") and all other provisions of the laws of the State of Kansas applicable thereto.  
1436

1437 The Bonds are issuable in fully registered form in the denomination of \$5,000 each or  
1438 authorized integral multiples thereof. This Bond may be exchanged at the principal office of the  
1439 Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other  
1440

1441 authorized denominations upon the terms set forth in the authorizing Ordinance and the  
1442 Resolution.

1443  
1444 At the option of the City, the Bonds maturing on or after August 15, 2009, may be called  
1445 for redemption and payment prior to maturity on August 15, 2008, and thereafter in whole or in  
1446 part on any date (Bonds of less than a single maturity to be selected by lot in multiples of \$5,000  
1447 principal amount by the Paying Agent and Bond Registrar in such equitable manner as they shall  
1448 designate), at the redemption price equal to the principal amount thereof with a premium of one  
1449 percent (1%) of the principal amount redeemed, such premium to decline one-quarter of one  
1450 percent (1/4 of 1%) each interest payment date thereafter, plus accrued interest thereon to the  
1451 date fixed for redemption and payment.

1452  
1453 Bonds will be redeemed in integral multiples of \$5,000. If less than all Bonds are called  
1454 for redemption, the Bond Registrar will, in the case of Bonds in denominations greater than  
1455 \$5,000, treat each \$5,000 of face value as though it were a separate Bond.

1456  
1457 In the event of any such redemption, the Paying Agent shall give notice of such call by  
1458 mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty  
1459 (30) days prior to the date of such redemption to the Owner of each Bond to be redeemed at the  
1460 address shown on the registration books maintained by the Bond Registrar. Failure to give such  
1461 notice by mailing to the Owner of any Bond, or any defect therein, shall not affect the validity of  
1462 any proceedings for the redemption of other Bonds. Any notice mailed as provided herein shall  
1463 be conclusively presumed to have been duly given, whether or not the Owner of such Bonds  
1464 received the notice.

1465  
1466 The City and the Bond Registrar may deem and treat the person in whose name this Bond  
1467 is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account  
1468 of, the principal hereof, or redemption price hereof and interest due hereon and for all other  
1469 purposes.

1470  
1471 The Bonds are being issued by means of a book-entry system with no physical  
1472 distribution of bond certificates to be made except as provided in the Ordinance. One Bond  
1473 certificate with respect to each date on which the Bonds are stated to mature or with respect to  
1474 each form of Bonds, registered in the nominee name of the Securities Depository, is being issued  
1475 and required to be deposited with the Securities Depository and immobilized in its custody. The  
1476 book-entry system will evidence positions held in the Bonds by the Securities Depository's  
1477 participants, beneficial ownership of the Bonds in authorized denominations being evidenced in  
1478 the records of such participants. Transfers of ownership shall be effected on the records of the  
1479 Securities Depository and its participants pursuant to rules and procedures established by the  
1480 Securities Depository and its participants. The City and the Paying Agent will recognize the  
1481 Securities Depository nominee, while the registered owner of the Bond, as the Owner of this  
1482 Bond for all purposes, including (i) payments of principal of, and redemption premium, if any,  
1483 and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any  
1484 redemption premium payments to participants of the Securities Depository, and transfer of  
1485 principal, interest and any redemption premium payments to beneficial owners of the Bonds by  
1486 participants of the Securities Depository will be the responsibility of such participants and other  
1487 nominees of such beneficial owners. The City and the Paying Agent will not be responsible or  
1488 liable for such transfers of payments or for maintaining, supervising or reviewing the records  
1489 maintained by the Securities Depository, the Securities Depository nominee, its participants or  
1490 persons acting through such participants. While the Securities Depository nominee is the owner  
1491 of this Bond, notwithstanding the provision hereinabove contained, payments of principal of,  
1492 redemption premium, if any, and interest on this Bond shall be made in accordance with existing  
1493 arrangements among the City, the Paying Agent and the Securities Depository.

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**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR 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 City shall pay out of the proceeds of the Bonds or from other funds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. Upon such transfer a replacement Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

\*\*\*\*\*

**BOND ASSIGNMENT**

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

\_\_\_\_\_

(Name and Address)

\_\_\_\_\_

(Social Security or Taxpayer Identifying No.)

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

Dated \_\_\_\_\_

\_\_\_\_\_ Name

\_\_\_\_\_ Social Security or Taxpayer Identifying No.

\_\_\_\_\_ Name(s) Appear on Face of Certificate)

Signature guaranty:

By \_\_\_\_\_

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CERTIFICATE OF CITY CLERK

I, the undersigned, City Clerk of the City of Topeka, Kansas, do hereby certify that this Bond has been duly registered in my office according to law as of March 1, 2003.

WITNESS my hand and official seal.

\_\_\_\_\_  
(manual)  
City Clerk

(SEAL)

\*\*\*\*\*

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

\_\_\_\_\_  
WITNESS my hand and official seal.

LYNN JENKINS  
TREASURER OF THE STATE OF KANSAS

By \_\_\_\_\_  
State Treasurer

(SEAL)

\*\*\*\*\*

EXHIBIT B



**Book-Entry-Only Municipal Bonds**

**Letter of Representations**

[To be Completed by Issuer and Agent]

CITY OF TOPEKA, KANSAS

[Name of Issuer]

KANSAS STATE TREASURER

[Name of Agent]

February 18, 2003

[Date]

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

Re: \$6,205,000 City of Topeka, Kansas, General Obligation  
Refunding Bonds, Series 2003A, dated March 1, 2003

[Issue description (the "Securities")]

Ladies and Gentlemen:

This letter sets forth our understanding with respect to certain matters relating to the Securities. Agent shall act as trustee, paying agent, fiscal agent, or other agent of Issuer with respect to the Securities. The Securities have been issued pursuant to a trust indenture, bond resolution, or other such document authorizing the issuance of the Securities dated March 1, 2003

(the "Document"). Prudential Securities is distributing the Securities  
[“Underwriter”]

through The Depository Trust Company (“DTC”).

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

representations to DTC:

1. Prior to closing on the Securities on March 6, 2003, there shall be deposited with DTC one or more Security certificates registered in the name of DTC's nominee, Cede & Co., for each stated maturity of the Securities in the face amounts set forth on Schedule A hereto, the total of which represents 100% of the principal amount of such Securities. If, however, the aggregate principal amount of any maturity exceeds \$400 million, one certificate shall be issued with respect to each \$400 million of principal amount and an additional certificate shall be issued with respect to any remaining principal amount. Each Security certificate shall bear the following legend:

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

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

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

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

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

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

[The Security certificate(s) shall be custodied with DTC.]

2. Issuer: (a) understands that DTC has no obligation to, and will not, communicate to its Participants or to any person having an interest in the Securities any information contained in the Security certificate(s); and (b) acknowledges that neither DTC's Participants nor any person having

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

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

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

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

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

5. In the event of an invitation to tender the Securities, notice by Issuer or Agent to Security holders specifying the terms of the tender and the Publication Date of such notice shall be sent to DTC by a secure means (*e.g.*, legible telecopy, registered or certified mail, overnight delivery) in a timely manner designed to assure that such notice is in DTC's possession no later than the close of business on the business day before or, if possible, two business days before the Publication Date. Issuer or Agent shall forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers (if applicable) which includes a

manifest or list of each CUSIP number submitted in that transmission. (The party sending such notice shall have a method to verify subsequently the use and timeliness of such notice.) Notices to DTC pursuant to this Paragraph and notices of other actions (including mandatory tenders, exchanges, and capital changes) by telecopy shall be directed to DTC's Reorganization Department at (212) 855-5488. If the party sending the notice does not receive a telecopy receipt from DTC confirming that the notice has been received, such party shall telephone (212) 855-5135. Notices to DTC pursuant to this Paragraph, by mail or by any other means, shall be sent to:

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

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

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

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

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

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

9. Interest payments and principal payments that are part of periodic principal-and-interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Issuer shall remit by

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

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

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

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

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

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

15. In the event that Issuer determines that beneficial owners of Securities shall be able to obtain certificated Securities, Issuer or Agent shall notify DTC of the availability of Security certificates. In such event, Issuer or Agent shall issue, transfer, and exchange Security certificates in appropriate amounts, as required by DTC and others.

16. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent (at which time DTC will confirm with Issuer or Agent the aggregate principal amount of Securities outstanding). Under such circumstances, at DTC's request, Issuer and Agent shall cooperate fully with DTC by taking appropriate action to make available one or more separate certificates evidencing Securities to any Participant having Securities credited to its DTC accounts.

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

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

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

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

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

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

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

24. The following riders, attached hereto, are hereby incorporated into this Letter of Representations:

NONE

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**Notes:**

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

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

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

Very truly yours,

CITY OF TOPEKA, KANSAS

[Issuer]

By: \_\_\_\_\_  
[Authorized Officer's Signature]

KANSAS STATE TREASURER

[Agent]

By: \_\_\_\_\_  
[Authorized Officer's Signature]

Bond Services Director

Received and Accepted:  
THE DEPOSITORY TRUST COMPANY

cc: Underwriter  
Underwriter's Counsel

**SCHEDULE A**

\$6,205,000 City of Topeka, Kansas, General Obligation

Refunding Bonds, Series 2003A, dated March 1, 2003

[Describe Issue Including Issuer's Name]

<u>CUSIP Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
	\$355,000	August 15, 2003	1.80
	-0-	August 15, 2004	2.00
	\$370,000	August 15, 2005	2.10
	\$390,000	August 15, 2006	2.20
	\$405,000	August 15, 2007	2.25
	\$400,000	August 15, 2008	2.50
	\$415,000	August 15, 2009	2.90
	\$435,000	August 15, 2010	3.20
	\$455,000	August 15, 2011	3.40
	\$450,000	August 15, 2012	3.60
	\$470,000	August 15, 2013	3.70
	\$490,000	August 15, 2014	3.85
	\$510,000	August 15, 2015	4.00
	\$530,000	August 15, 2016	4.10
	\$550,000	August 15, 2017	4.125

## SCHEDULE B

### **SAMPLE OFFICIAL STATEMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE**

(Prepared by DTC--bracketed material may be applicable only to certain issues)

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

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

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

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

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

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

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

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividends to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

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

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

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