

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor: City of Lawrence, Kansas
6 East 6th Street
Lawrence, Kansas 66044
Attn: City Clerk

**Secured
Party:** Mercantile Bank of Kansas
1101 Walnut
Kansas City, Missouri 64105
Attn: Corporate Trust Department

The collateral covered by this financing statement includes the following:

1. The Facility, including but not limited to the real estate situated in Douglas County, Kansas, with all buildings, additions and improvements and machinery and equipment now or hereafter located thereon and with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining.

2. All right, title and interest of the City under and pursuant to the 1977 Lease Agreement and the Supplemental Lease, including, but without limiting the generality of the foregoing, the present and continuing right thereunder (i) in the Gross Revenues, (ii) to make claim for, collect or cause to be collected and receive or cause to be received all rents, revenues, receipts and other sums of money payable or receivable thereunder, but excluding (A) the City's rights to payment of its fees and expenses and to be indemnified in certain events, and (B) amounts payable to the United States Government pursuant to the rebate requirements of Section 148(f) of the Code and the Letter of Instructions, (iii) to bring actions and proceedings thereunder or for the enforcement thereof, and (iv) to do any and all things which the City is or may become entitled to do under the 1977 Lease Agreement and the Supplemental Lease; provided that the assignment made by this clause shall not impair or diminish any obligation of the City under the 1977 Lease Agreement and the Supplemental Lease.

3. All rights, title and interests of the City in and to the rents, issues, profits, income, revenues and receipts derived by the City from the Trust Estate or any part thereof, it being the intent and purpose hereof that the assignment and transfer to the Trustee and, prior to the Transfer Date to the Fiscal Agent, of the rents, issues, profits, income, revenues and receipts derived from the Trust Estate shall be effective and operative immediately and shall continue in force and effect, and the Trustee and the Fiscal Agent shall have the right to collect and receive said rents, issues, profits, income, revenues and receipts derived from the Trust Estate for application in accordance with the provisions of the Series A Bond Ordinance and this Indenture, at all times during the period from and after the date of delivery of this Indenture until the Bonds shall have been fully paid and discharged in accordance with **Section 27** of the Series A Bond Ordinance (in the case of the Series A Bonds) and **Article XIII** hereof;

4. All moneys and securities from time to time held by the Fiscal Agent under the Series A Bond Ordinance or the Trustee under the terms of this Indenture (other than amounts