

held in the Rebate Fund), and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf or with its written consent, to the Fiscal Agent or the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

5. Any and all hereafter acquired property, or interests therein, of every kind or description which may from time to time hereafter, by delivery or by writing of any kind, be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, mortgaged, granted or delivered to or deposited with the Fiscal Agent or the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, or which pursuant to any of the provisions hereof or of the 1977 Lease Agreement or the Supplemental Lease may come into the possession of or control of the Fiscal Agent under the Series A Bond Ordinance or the Trustee or a receiver appointed pursuant to **Article IX** hereof, as such additional security; and said Trustee is hereby authorized to receive any and all such property as and for additional security hereunder and to hold and apply all such property subject to the terms hereof.

The capitalized terms used above shall have the meanings set forth in the Indenture of Trust, dated as of June 1, 1994 by and between the City of Lawrence, Kansas and Mercantile Bank of Kansas, as trustee, as the same may be amended from time to time.