Gilmore & Bell, P.C.
01/06/2012

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$2,225,000*

UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012

DATED FEBRUARY 1, 2012

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)

$2,225,000*
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012

DATED FEBRUARY 1, 2012

_____

CLOSING LIST

_____

Copies of the transcript of proceedings for the above referenced issue (the "Bonds"), will be prepared and distributed as follows:

1. Unified School District No. 261, Sedgwick County, Kansas (Haysville) (the "Issuer")

2. Foulston Siefkin, LLP, Wichita, Kansas ("Issuer's Counsel")

3. Attorney General of the State of Kansas

4. George K. Baum & Company, Wichita, Kansas (the "Original Purchaser")

5. UMB National Bank of America, Wichita, Kansas (the "Escrow Agent")

6. Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel")

Document
Number

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

1. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2011/2012-D-19

2. Resolution No. 2011/2012-D-19 authorizing the offering for sale of the Bonds

3. Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final

4. Official Statement

5. Bond Purchase Agreement

6. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2011/2012-J-23-B

7. Resolution No. 2011/2012-J-23-B authorizing the issuance of the Bonds and prescribing the form and details of the Bonds

8. Resolution No. 2005/2006-03 authorizing Refunded Bonds

9. Escrow Trust Agreement
   Schedule I – Verification Report

10. Subscriptions for the purchase of United States Government Obligations for Escrow Fund

CLOSING DOCUMENTS

11. Transcript Certificate
   Exhibit A – Statement of Costs
   Exhibit B – Schedule of Outstanding General Obligation Indebtedness

12. Uniform Facsimile of Signature Certificate

13. Authorization of State Treasurer to use facsimile signature and seal

14. Specimen Bond and Bond Printer's Certificate

15. Agreement Between Issuer and Agent

16. DTC Blanket Letter of Representations

17. Moody's Rating Letter

18. Closing Certificate
   Exhibit A – Continuing Disclosure Instructions

19. Federal Tax Certificate with attachments as follows:
   Exhibit A – Internal Revenue Service Form 8038-G and evidence of filing
   Exhibit B – Receipt for Purchase Price
   Exhibit C – Receipt and Representation
   Exhibit D – Description of Property Comprising the Financed Improvements
   Exhibit E – Sample Annual Compliance Checklist
   Exhibit F – Allocation of Sources and Uses

20. Escrow Agent's Closing Certificate

LEGAL OPINIONS

21. Approving legal opinion of Gilmore & Bell, P.C.

22. Defeasance Opinion of Gilmore & Bell, P.C.

23. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

24. Closing Letter

* * * * *

Gilmore & Bell, P.C.
01/06/2012

TRANSCRIPT CERTIFICATE

$2,225,000*
UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012
DATED FEBRUARY 1, 2012

The undersigned President, Treasurer and Clerk of Unified School District No. 261, Sedgwick County, Kansas (Haysville) (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and do hereby certify as of January 23, 2012, as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Bond Resolution authorizing the Bonds.

2. Organization. The Issuer is a legally constituted unified school district organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.

4. Newspaper. ***The Haysville Times*** was the official newspaper of the Issuer at all times during these proceedings.

5. Meetings. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the rules of the Issuer.

6. Incumbency of Officers. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

Name	Title	Term of Office
Susan Walston	President	07/2008 to 06/2012
	Member	07/1991 to 06/2015
Glenn Crum	Member	07/1997 to 06/2015
Emily Davis	Member	07/2009 to 06/2013
Greg Fenster	Member	07/2001 to 06/2015
Forrest Hummel	Member	08/2008 to 06/2013
Regina Schutt	Member	08/2008 to 06/2013

Barbara Walters	Member	07/1993 to 06/2015
Debra M. Coleman	Clerk	07/2001 to Date
Clint Schutte	Treasurer	07/2011 to Date

7. Execution of Bonds. The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the President, Treasurer and Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. Each signature has been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq*. A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Bonds and on the reverse side of each of the Bonds at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Bond bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

8. Authorization of Bonds. The Bonds are being issued pursuant to Resolution No. 2011/2012-J-23-B (the "Bond Resolution") of the Issuer for the purpose of refunding, pursuant to K.S.A. 10-427 *et seq*., the following bonds of the Issuer (the "Refunded Bonds"):

Description	***Series***	***Dated Date***	***Years***	***Amount***
General Obligation School Building Bonds	2005	October 15, 2005	2019 & 2020	$1,840,000

The total principal amount of the Bonds issued to refund the Refunded Bonds does not exceed the aggregate amounts prescribed in K.S.A. 10-427, as amended. A Statement of Cost is attached hereto as ***Exhibit A*** and made a part hereof by reference as though fully set out herein.

The interest rates on the Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Bonded Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Bonds, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as ***Exhibit B*** and made a part hereof by reference as though fully set out herein.

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2011 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	$133,252,399
Tangible Valuation of Motor Vehicles.....	23,423,571
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	$156,675,970

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be

authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS our true and genuine manual signatures and the seal of the Issuer.

President

(SEAL)

Treasurer

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Refunding Bonds, Series 2012, Dated February 1, 2012, of Unified School District No. 261, Sedgwick County, Kansas (Haysville)

Sources of Funds:	
Principal Amount of the Bonds	$2,225,000*.00
Underwriter's Discount	-
[Original Issue Premium]	
[Original Issue Discount]	-
Total	***$***
Uses of Funds:	
Deposit to Escrow Fund	
Costs of Issuance	
Misc.	
Total	***$***

EXHIBIT B

UNIFIED SCHOOL DISTRICT NO. 261
SEDGWICK COUNTY, KANSAS (HAYSVILLE)

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of February 1, 2012)

GENERAL OBLIGATION BONDS

Description of Indebtedness	Date of Indebtedness	Final Maturity	Original Principal Amount	Amount Outstanding
G.O. Refunding, Series 2004	4/1/04	11/1/18	$ 6,880,000	$ 4,655,000
G.O. Refunding, Series 2005	3/1/05	11/1/19	8,060,000	6,675,000
G.O. School Building, Series 2005[1]	10/15/05	11/1/30	20,000,000	18,160,000
G.O. Ref & School Imp., Series 2007	2/1/07	11/1/32	29,585,000	28,090,000
G.O. Refunding, Series 2012 (THIS ISSUE)	2/1/12	11/1/20	2,225,000*	2,225,000*
Total				***$59,805,000****

[1] Amount outstanding excludes portion refunded from proceeds of the Series 2012 Bonds

CERTIFICATE OF MANUAL SIGNATURE
OF THE TREASURER OF UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)

IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF KANSAS

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWIC)

I, the undersigned, **Clint Schutte**, being duly sworn on oath certify that I am the duly qualified **Treasurer** of Unified School District No. 261, Sedgwick County, Kansas (Haysville), and that the signature appearing below is my signature and I file herewith this certificate pursuant to K.S.A. 75-4001 to 75-4007, inclusive.

_____
Clint Schutte

Subscribed and sworn to before me as of January 23, 2012.

_____
Notary Public in and for said County and State

(SEAL)

My commission expires: _____.

Gilmore & Bell, P.C.
01/06/2012

AGREEMENT BETWEEN ISSUER AND AGENT

$2,225,000*
UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012
DATED FEBRUARY 1, 2012

THIS AGREEMENT, dated as of February 1, 2012, between Unified School District No. 261, Sedgwick County, Kansas (Haysville), a unified school district (the "Issuer"), and the State Treasurer of Kansas, as Agent (the "Agent").

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned bonds (the "Securities"), and the Issuer wishes the Agent to act as its Paying Agent, Bond Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond Registrar and Transfer Agent.

II. BASIC DUTIES

A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.

B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.

C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.

D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 et seq., except as specifically provided in this Agreement.

E. Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of $300, a registration fee of $30, plus a fee of $2,250, which is based on "Book-entry Only" Securities. This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. ***STATEMENTS OF OWNERSHIP***

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of $1,000 or $5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of $1,000 or $5,000 units and in all transactions involving the payment of interest, fractions of a cent equalling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. ***CERTIFICATED SECURITIES***

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of $1,000 or $5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of $1,000 or $5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate "CUSIP" number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. ***INTEREST CALCULATIONS***

Agent shall calculate interest on the basis of $1,000 and $5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. ***SURRENDER***

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. ***TRANSFERS AND EXCHANGES***

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.

2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the "Bond Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.

3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

F. ***REGISTRATION DATES AND FUNDS FOR PAYMENTS***

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. ***REPLACEMENT OF SECURITIES***

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and

affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. ***REDEMPTIONS***

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

[***Mandatory Redemption***. If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as ***Appendix I***.]

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Bond Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. ***MISCELLANEOUS***

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any "blank" Securities held for purpose of exchange or transfer.

J. ***REPORTS***

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. ***CONSTRUCTION***

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

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UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)

By _____
President

(SEAL)

ATTEST:

By _____
Clerk

OFFICE OF THE TREASURER
OF THE STATE OF KANSAS

(SEAL)

By _____

ATTACHMENT "A"

SAMPLE

	$5,000.00000	Bond Unit
x	.06875	Interest Rate
=	343.750000	Rounded to six decimal places
/	360	Days per year
=	.954861	Rounded to six decimal places
x	180	Day in interest period
=	171.874980	(Rounded to second decimal = $171.87)

Unit interest is then multiplied by the number of units in the maturity.

[***APPENDIX I***

NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012, DATED FEBRUARY 1, 2012

Notice is hereby given that pursuant to the provisions of ***Article III*** of Resolution No. 2011/2012-J-23-B (the "Bond Resolution") of Unified School District No. 261, Sedgwick County, Kansas (Haysville) (the "Issuer") that a portion of the above-mentioned bonds (the "Bonds") scheduled to mature on November 1, [2020][_____][_____] (the "Called Bonds"), have been called for mandatory redemption and payment on November 1, _____ (the "Redemption Date"), at the principal office of the Treasurer of the State of Kansas (the "Bond Registrar and Paying Agent").

[Nos.]	**Maturity Date (November 1)** 2020 [_____]	**Principal Amount**	**Interest Rate**	**CUSIP Number**

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than $5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS
(HAYSVILLE)

By _____
Treasurer of the State of Kansas,
Topeka, Kansas]

Gilmore & Bell, P.C.
01/06/2012

UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)
AND
THE OFFICE OF THE KANSAS STATE TREASURER

$2,225,000*
UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012
DATED FEBRUARY 1, 2012

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on February 15, 2012 (the "Closing Date"), Unified School District No. 261, Sedgwick County, Kansas (Haysville) (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of George K. Baum & Company, Wichita, Kansas, as the Underwriter (the "Underwriter") in distributing the Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: Debra M. Coleman, Clerk, or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

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UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)

Dated: January 23, 2012

By: _____
Clerk

OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent

Dated: February __, 2012

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: February __, 2012

By: _____
Title: _____

DTC hereby acknowledges receipt from
the Agent of custody, control
and possession of the Bonds.

Dated: February __, 2012.

DEPOSITORY TRUST COMPANY

By: _____
Title: _____

Re: General Obligation Refunding Bonds, Series 2012, dated February 1, 2012, of Unified School District No. 261, Sedgwick County, Kansas (Haysville)

Dated: February 15, 2012.

The formal Closing of the above-referenced Bonds has occurred, and DTC is hereby authorized to distribute the Bonds as previously agreed:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

The Closing of the above-referenced Bonds did not occur and DTC is requested to return the Bonds to the custody, control and possession of the Agent:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

Gilmore & Bell, P.C.
01/06/2012

ESCROW AGENT'S CLOSING CERTIFICATE

$2,225,000*
UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012
DATED FEBRUARY 1, 2012

UMB National Bank of America, Wichita, Kansas, as escrow agent (the "Escrow Agent") under the Escrow Trust Agreement dated as of February 1, 2012 (the "Escrow Agreement"), between the Escrow Agent and Unified School District No. 261, Sedgwick County, Kansas (Haysville), in connection with the issuance of the above described bonds (the "Bonds"), does hereby certify as follows:

1. Power and Authority of Escrow Agent. The Escrow Agent is a national banking association duly organized and existing under the laws of the United States of America, is authorized and empowered to execute and deliver the Escrow Agreement and has full power and authority to act as Escrow Agent as provided in the Escrow Agreement.

2. Execution of Escrow Agreement. The Escrow Agreement has been duly executed on behalf of the Escrow Agent, by a duly authorized officer, who was at the time of the execution of the Escrow Agreement, and is now, the duly elected or appointed, qualified and acting incumbent of his or her respective office, and duly authorized to perform the acts referred to in this paragraph.

3. Deposit of Cash and Escrowed Securities. The Escrow Agent, in accordance with the requirements of the Escrow Agreement, has received the cash and Escrowed Securities as described in the Escrow Agreement, and deposited said cash and Escrowed Securities in the Escrow Fund created by the Escrow Agreement.

DATED: February 15, 2012.

UMB NATIONAL BANK OF AMERICA
WICHITA, KANSAS
as Escrow Agent

By: _____
Title: Vice President

Gilmore & Bell, P.C.
01/06/2012

CLOSING CERTIFICATE

$2,225,000*
UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012
DATED FEBRUARY 1, 2012

The undersigned President and Clerk of Unified School District No. 261, Sedgwick County, Kansas (Haysville) (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and certify as of February 15, 2012 (the "Issue Date"), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Bond Resolution (defined below) authorizing the Bonds.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the "Transcript"), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated January 23, 2012 are true and correct as of this date and are incorporated in this Certificate by reference.

3. The Bond Resolution. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-427 *et seq*., as amended, and Resolution No. 2011/2012-J-23-B of the Issuer duly adopted by the governing body of the Issuer on January 23, 2012 (the "Bond Resolution").

4. Purpose of the Bonds. The Bonds are being issued pursuant to the "Bond Resolution for the purpose of refunding, pursuant to K.S.A. 10-427 *et seq*., the following bonds of the Issuer (the "Refunded Bonds"):

Description	***Series***	***Dated Date***	***Years***	***Amount***
General Obligation School Building Bonds	2005	October 15, 2005	2019 & 2020	$1,840,000

The purpose of the refunding is to achieve interest cost savings through early redemption of the Refunded Bonds, to reduce debt service requirements of the Issuer for certain years, to restructure the debt payments on the Refunded Bonds and to provide an orderly plan of finance for the Issuer.

5. Security for the Bonds. The Bonds are general obligations of the Issuer from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property,

real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

6. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009.

7. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled "The Depository Trust Company," "Bond Ratings," "Legal Matters," "Tax Matters," "Verification of Escrow" and ***Appendices B*** and ***C***, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

8. Continuing Disclosure Instructions. The Issuer, in the Bond Resolution, has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Continuing Disclosure Instructions, which are attached to this Certificate as ***Exhibit A***, and incorporated in this Certificate by reference.

9. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best or our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds; or (g) the federal or state tax-exempt status of the interest on the Bonds; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Bond Purchase Agreement, the Bond Resolution or the Official Statement, or the validity or enforceability of the Bonds or the Bond Purchase Agreement, which are not disclosed in the final Official Statement.

10. Representations and Warranties Required by the Bond Purchase Agreement. The Issuer has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the Bond Purchase Agreement and each of the Issuer's representations and warranties contained in the Bond Purchase Agreement are true as of the Issue Date.

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WITNESS our hands and the seal of the Issuer.

Signature	Official Title
_____	President
(SEAL)	
_____	Clerk

EXHIBIT A

CONTINUING DISCLOSURE INSTRUCTIONS

$2,225,000*
UNIFIED SCHOOL DISTRICT NO. 261,
SEDGWICK COUNTY, KANSAS (HAYSVILLE)
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012
DATED FEBRUARY 1, 2012

THESE CONTINUING DISCLOSURE INSTRUCTIONS (the "Disclosure Instructions") are executed and delivered by the Issuer in connection with the issuance of the above-described bonds (the "Bonds") which are being issued simultaneously herewith as of February 15, 2012, pursuant to the Bond Resolution, in which the Issuer covenants to enter into this undertaking to provide certain financial and other information with respect to the Bonds in order to assist the Participating Underwriter in complying with the provisions of the SEC Rule. The Issuer is the only "obligated person" with responsibility for continuing disclosure with respect to the Bonds.

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in these Disclosure Instructions, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report filed by the Issuer pursuant to, and as described in, ***Section 2*** of these Disclosure Instructions.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Resolution" means the resolution of the governing body of the Issuer authorizing the issuance of the Bonds.

"Designated Agent" means Gilmore & Bell, P.C. or one or more other entities designated in writing by the Issuer to serve as a designated agent of the Issuer for purposes of these Disclosure Instructions.

"Dissemination Agent" means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to these Disclosure Instructions and which has filed with the Issuer a written acceptance of such designation substantially in the form attached hereto as ***Exhibit B***.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Financial Information" means the financial information of the Issuer described in ***Section 2(a)(1)*** hereof.

"Fiscal Year" means the one year period ending June 30, or such other date or dates as may be adopted by the Issuer for its general accounting purposes.

"GAAP" means generally accepted accounting principles, as applied to governmental units, as in effect at the time of the preparation of the Financial Information.

"Issuer" means Unified School District No. 261, Sedgwick County, Kansas (Haysville), and any successors or assigns.

"Material Events" means any of the events listed in ***Section 3(a)*** hereof.

"MSRB" means the Municipal Securities Rulemaking Board.

"Official Statement" means the Issuer's Official Statement for the Bonds.

"Operating Data" means the operating data of the Issuer described in ***Section 2(a)(2)*** hereof.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the SEC Rule in connection with offering of the Bonds.

"Repository" means the MSRB via EMMA.

"SEC" means the Securities and Exchange Commission of the United States.

"SEC Rule" means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the Issuer's Fiscal Year, commencing with the Fiscal Year ended in 2012, file with the Repository the Issuer's Financial Information and Operating Data (collectively, the "Annual Report"), as follows:

(1) ***Financial Information***. The financial statements of the Issuer for such prior Fiscal Year, accompanied by an audit report resulting from an audit conducted by an Independent Accountant in conformity with generally accepted auditing standards. Such financial statements will be prepared on a basis of accounting other than GAAP which demonstrates compliance with the State's "cash-basis" and "budget" laws. The Issuer has received a waiver from GAAP accounting from the State. A more detailed explanation of the accounting basis is contained in ***Appendix B*** to the Official Statement. If such audit report is not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain summary unaudited financial information and the audit report and accompanying financial statements shall be filed in the same manner as the Annual Report promptly after they become available. The method of preparation and basis of accounting of the Financial Information may not be changed to a basis less comprehensive than contained in the Official Statement, unless the Issuer provides notice of such change in the same manner as for a Material Event under ***Section 3(b)*** hereof.

(2) ***Operating Data*****.** Updates as of the end of the Fiscal Year of substantially all of the information and data contained in the following sections of ***Appendix A*** to the Official Statement:

"FINANCIAL INFORMATION"	"DEBT STRUCTURE"
Sources of Revenue	Current Indebtedness of the Issuer
Assessed Valuation	Lease Obligations
Tax Rates	Overlapping Indebtedness
Aggregate Tax Levies	
Tax Collection Record	
Major Taxpayers	

together with any material adverse changes in the other portions of the section entitled "FINANCIAL INFORMATION."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the SEC Rule), which have been filed with the Repository, the MSRB or the SEC. If the document included by reference is a final official statement, it must be available from the MSRB via EMMA. The Issuer shall clearly identify each such other document so included by reference. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; *provided* that the audit report and accompanying financial statements may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under ***Section 3(b)*****.**

(b) If no Dissemination Agent has been appointed, the Issuer shall file the Annual Report as specified by ***Section 2(a)*** hereof; or if the Annual Report is not filed within the time period specified in ***Section 2(a)*** hereof, the Issuer shall send a notice to each Repository in substantially the form attached as ***Exhibit A*** within 10 Business Days after the date the Annual Report is required to be filed as set forth herein.

Section 3. Reporting of Material Events.

(a) Pursuant to the provisions of this Section, the Issuer shall give, or cause the Dissemination Agent, if any, to give, to the Repository within 10 Business Days after the occurrence of any of the following events with respect to the Bonds, notice of the following events:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bond, or other material events affecting the tax-exempt status of the Bonds;

(7) modifications to rights of Owners, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Issuer;

(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional Paying Agent or the change of name of the Paying Agent, if material.

(b) Notwithstanding the foregoing, notice of Material Events described in ***subsections (a)(8)*** and ***(9)*** need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

Section 4. Dissemination Agent.

(a) ***General.*** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under these Disclosure Instructions, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

(b) ***Annual Reports.*** If a Dissemination Agent is appointed, not later than 15 Business Days prior to the date specified in ***Section 2(a)*** for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent or the Repository. The Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been filed pursuant to these Disclosure Instructions, stating the date it was filed, or that the Issuer has certified to the Dissemination Agent that the Issuer has filed the Annual Report with the Repository. If the Dissemination Agent has not received an Annual Report or has not received a written notice from the Issuer that it has filed an Annual Report with the Repository, by the date required in ***Section 2(a)***, the Dissemination Agent shall send a notice to the Repository in substantially the form attached as ***Exhibit A***.

(c) ***Material Event Notices***.

(1) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the chief financial officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to ***Section 4(c)(3)***.

(2) Whenever the Issuer obtains knowledge of the occurrence of an event, because of a notice from the Dissemination Agent pursuant to ***Section 4(c)(1)*** or otherwise, the Issuer shall promptly determine if such event constitutes a Material Event and shall promptly notify the Dissemination Agent of such determination. If appropriate, such writing shall instruct the Dissemination Agent to report the occurrence pursuant to ***Section 4(c)(3).***

(3) If the Dissemination Agent has been given written instructions by the Issuer to report the occurrence of a Material Event pursuant to ***Section 4(c)(2)***, the Dissemination Agent shall promptly file a notice of such Material Event with the Repository and provide a copy thereof to the Issuer. Notwithstanding the foregoing, notice of Material Events described in ***Sections 3(a)(8)*** and ***(9)*** need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

(d) ***Duties, Immunities and Liabilities of Dissemination Agent.*** The Dissemination Agent shall have only such duties as are specifically set forth in these Disclosure Instructions, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to these Disclosure Instructions.

(e) ***Other Designated Agents.*** The Issuer may, from time to time, appoint or designate a Designated Agent to submit Annual Reports, Material Event notices, and other notices or reports pursuant to these Disclosure Instructions. The Issuer hereby appoints the Dissemination Agent and the Designated Agent(s) solely for the purpose of submitting Issuer-approved Annual Reports, Material Event notices, and other notices or reports pursuant to these Disclosure Instructions. The Issuer may revoke this designation at any time upon written notice to the Designated Agent.

Section 5. Termination of Reporting Obligation. The Issuer's obligations under these Disclosure Instructions shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations hereunder are assumed in full by some other entity as permitted in the Bond Resolution, such person shall be responsible for compliance with under these Disclosure Instructions in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under ***Section 3(b)***.

Section 6. Amendment; Waiver. Notwithstanding any other provision of these Disclosure Instructions, the Issuer and the Dissemination Agent, if any, may amend of these Disclosure Instructions (and the Dissemination Agent shall not unreasonably refuse to execute any amendment so requested by the Issuer) and any provision of these Disclosure Instructions may be waived, provided that: (a) Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer and the Dissemination Agent, if any, with its opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the SEC Rule and all current amendments thereto and interpretations thereof that are applicable to these Disclosure Instructions; (b) if the amendment or waiver relates to ***Sections 2(a)*** or ***3(a),*** it may only be made in connection with a change in circumstances that arises from a change in law or legal requirements, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; and

(c) the amendment or waiver is either (1) approved by the Owners of the Bonds in the same manner as provided in the Bond Resolution with consent of the Owners, or (2) does not in the opinion of Bond Counsel materially impair the interests of the Owners or Beneficial Owners of the Bonds.

If there is an amendment or waiver of a provision of these Disclosure Instructions, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of Financial Information or Operating Data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (a) notice of such change shall be given in the same manner as for a Material Event under ***Section 3(b),*** and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in these Disclosure Instructions shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in these Disclosure Instructions or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by these Disclosure Instructions. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by these Disclosure Instructions, the Issuer shall have no obligation under these Disclosure Instructions to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Noncompliance. In the event of a failure of the Issuer or the Dissemination Agent, if any, to comply with any provision of these Disclosure Instructions, the Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer or the Dissemination Agent, if any, as the case may be, to comply with its obligations under these Disclosure Instructions. Noncompliance with the provisions of these Disclosure Instructions shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under these Disclosure Instructions in the event of any failure of the Issuer or the Dissemination Agent, if any, to comply with these Disclosure Instructions shall be an action to compel performance.

Section 9. Notices. Any notices or communications to or among any of the parties referenced in these Disclosure Instructions may be given as follows:

(a) To the Issuer at:

Office of the Board of Education
1745 W. Grand
Haysville, Kansas 67060
Fax: (316) 554-2230
Attention: Clerk

(b) To the Participating Underwriter at:

George K. Baum & Company
100 N. Main, Suite 810
Wichita, Kansas 67202

Fax: (316) 264-9370
Attention: Manager, Municipal Bond Department

or such other address as is furnished in writing to the other parties referenced herein.

(c) To the Dissemination Agent at the address set forth on ***Exhibit B*** attached hereto.

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 10. Electronic Transactions. Actions taken hereunder and the arrangement described herein may be conducted and related documents may be stored by electronic means.

Section 11. Beneficiaries. These Disclosure Instructions shall inure solely to the benefit of the Issuer, the Dissemination Agent, if any, the Participating Underwriter and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in these Disclosure Instructions, the Bond Resolution or the Bonds relating hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Governing Law. These Disclosure Instructions shall be governed by and construed in accordance with the laws of the State of Kansas.

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UNIFIED SCHOOL DISTRICT NO. 261, SEDGWICK COUNTY, KANSAS (HAYSVILLE)

(SEAL)

_____
President

_____
Clerk

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Unified School District No. 261, Sedgwick County, Kansas (Haysville)
Name of Bond Issue:	$2,225,000* General Obligation Refunding Bonds, Series 2012, dated as of February 1, 2012
Name of Obligated Person:	Unified School District No. 261, Sedgwick County, Kansas (Haysville)
Date of Issuance:	February 15, 2012

NOTICE IS GIVEN that Unified School District No. 261, Sedgwick County, Kansas (Haysville) (the "Issuer") has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Instructions dated as of February 15, 2012. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

UNIFIED SCHOOL DISTRICT NO. 261, SEDGWICK COUNTY, KANSAS (HAYSVILLE)

By _____

By _____, as
Dissemination Agent

cc: Unified School District No. 261, Sedgwick County, Kansas (Haysville)

EXHIBIT B

ACCEPTANCE OF DISSEMINATION AGENT

Name of Issuer: Unified School District No. 261, Sedgwick County, Kansas (Haysville)

Name of Bond Issue: $2,225,000* General Obligation Refunding Bonds, Series 2012, dated as of February 1, 2012

Dissemination Agent:

Notice Address of Dissemination Agent:

_____, having been duly appointed by Unified School District No. 261, Sedgwick County, Kansas (Haysville) to act in the capacity of Dissemination Agent pursuant to the Continuing Disclosure Instructions to which this acceptance is attached, accepts such duties and responsibilities set forth therein.

Dated: _____