



**NOTICE OF NON-PAYMENT TO HOLDERS OF**

**DETROIT RETIREMENT SYSTEMS FUNDING TRUST 2006  
CERTIFICATES OF PARTICIPATION SERIES 2006-A**

CUSIP Affected: 251228AA0\*

**NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE SUBJECT SECURITIES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO BENEFICIAL OWNERS OF THE SECURITIES IN A TIMELY MANNER.**

Wilmington Trust Company, National Association is successor to U.S. Bank National Association as Trustee (the "Trustee") under that certain Trust Agreement dated June 12, 2006 (the "Trust Agreement") by and among the Trustee, the Detroit General Retirement System Service Corporation (the "GRS Corporation"), and the Detroit Police and Fire Retirement System Service Corporation (the "PFRS Corporation," and collectively with the GRS Corporation, the "Service Corporations").

Separate from its role as Trustee under the Trust Agreement, Wilmington Trust Company, National Association is also successor to U.S. Bank National Association in its capacity as contract administrator (the "Contract Administrator") under a certain Contract Administration Agreement dated June 12, 2006 (the "Contract Administration Agreement") by and among the Contract Administrator, the Funding Trust (defined herein), the GRS Corporation and the PFRS Corporation.

Unless otherwise noted, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Trust Agreement and the accompanying General Terms and Conditions dated as of May 1, 2005.

**The Certificates**

The above-referenced Series 2006-A Certificates of Participation (the "Certificates") were issued by the "Detroit Retirement Systems Funding Trust 2006" (the "Funding Trust") established under the Trust Agreement for the purpose of funding the unfunded accrued actuarial liability of the Detroit General Retirement System and the Detroit Police and Fire Retirement System. The Certificates evidence individual undivided proportionate interests in the rights to receive certain payments (the "Funding Trust Receivables") to be made by the City of Detroit, Michigan (the "City") under two service contracts of the City, namely (i) a Service Contract dated June 7, 2006 between the City and the GRS Corporation and (ii) a Service Contract dated June 7, 2006 between the City and the PFRS Corporation (collectively, the "Service Contracts"). The Trust Agreement, Contract Administration Agreement and Service Contracts are sometimes referred to herein collectively as the "Transaction Documents."

Pursuant to the Service Contracts, the City is obligated to make service payments and certain additional payments to the Contract Administrator corresponding to the principal and interest payments due and owing on the Certificates. Pursuant to the Trust Agreement, the Service Corporations assigned their respective rights and interests in the Funding Trust Receivables due under the Service Contracts to the Funding Trust.

**Non-Payment of Funding Trust Receivables**

Pursuant to the Service Contracts and the Contract Administration Agreement, the City was required to remit payment to the Contract Administrator on December 15, 2013, in satisfaction of its current obligations in respect of the applicable Funding Trust Receivables. The City did not remit such payment to the Contract Administrator. The City’s failure to do so constitutes an Event of Default under the governing provisions of the Contract Administration Agreement.

Because of the City’s failure to make the required Funding Trust Receivables payment, there are insufficient funds in the Funding Trust to make scheduled interest payments on the Certificates. The aggregate amount of the funding shortfall is approximately \$4,448,030.30. Accordingly, the Contract Administrator had delivered a notice to the Insurer (defined herein below) and the Trustee apprising them of the shortfall in respect of the payments due by the City under the Service Contracts.

**Insurance Policy**

Payments of principal and interest on the Certificates are guaranteed under a certain insurance policy (the “Policy”) issued by Financial Guaranty Insurance Company (“FGIC” or the “Insurer”). As noted above, the Contract Administrator has delivered a notice to the Insurer apprising it of the shortfall in respect of the payments due by the City under the Service Contracts. The Trustee has made demand upon the Insurer under the Policy in respect of the payment shortfall of approximately \$4,448,030.30. FGIC did not remit payment to fund the December 15 payment.<sup>1</sup> Accordingly, payment will be made on December 15, 2013 as set forth below:

<b>Detroit Retirement Systems Series 2006A</b>				
<b>CUSIP</b>	<b>Insurer</b>	<b>Principal Paid</b>	<b>Interest Paid</b>	<b>Interest per \$1,000</b>
251228AA0	FGIC	0.00	0.00	0.00

<sup>1</sup> As set forth in prior notices given by the Trustee, under FGIC’s Plan of Rehabilitation, which was approved by the New York State Supreme Court in FGIC’s Rehabilitation Proceeding on June 11, 2013 and became effective on August 19, 2013, FGIC is permitted to make an initial cash payment of on Permitted Policy Claims in an amount equal to the product of the then-existing cash payment percentage (“CPP”) and the amount of each Permitted Policy Claim. The CPP as of the Effective Date is 17% and is subject to review and possible adjustment at least annually. The remaining amount of each Permitted Policy Claim not paid initially in cash will be satisfied through the issuance of a deferred payment obligation (“DPO”), which will accrue simple interest at a rate of 3% per annum. The Contract Administrator has filed the requisite claims in FGIC’s Rehabilitation Proceeding.

Pursuant to Section 6.9.2 of the Trust Agreement, so long as the Policy is in effect and the Insurer is not in default thereunder, the Insurer is deemed to be a holder of Certificates equal to the principal amount insured by it and generally has the right to direct the Trustee with respect to remedial actions to be taken in response to an Event of Default.

### **Retention of Counsel**

Wilmington Trust Company, National Association in its capacities as Trustee and Contract Administrator has retained the law firm of Drinker Biddle & Reath LLP and specifically, Kristin Going of that firm, to represent it in connection with the Certificates and certain Events of Default. Ms. Going's address is Drinker Biddle & Reath LLP, 1500 K Street, N.W., Suite 1100, Washington, D.C. 20005 and her telephone number is 202-230-5177.

### **Trustee Reservation of Rights**

The Trustee expressly reserves all rights, powers and remedies in respect of each of the Transaction Documents, including without limitation its right to recover fees and costs (including, without limitation, fees and costs incurred or to be incurred by the Trustee in performing its duties, indemnities owing or to become owing to the Trustee, compensation for Trustee time spent and reimbursement for fees and costs of counsel and other agents it employs in performing its duties or to pursue remedies) to the extent permitted under the Transaction Documents or otherwise at law, and its right, prior to exercising any rights or powers in connection with the Transaction Documents at the request or direction of any Holder, to receive security or indemnity satisfactory to it against all costs, expenses and liabilities which might be incurred in compliance therewith. No delay or forbearance by the Trustee to exercise any right or remedy accruing upon the occurrence of a default, or otherwise under the terms of the Transaction Documents, other documentation relating thereto or under applicable law, shall impair any such right or remedy or constitute a waiver thereof or acquiescence therein.

### **Future Events**

The Trustee will periodically communicate with all holders of the Certificates through written notice of material events of a public nature of which the Trustee has knowledge.

### **Communications with Trustee**

If you have any questions concerning this notice, inquiries may be directed to Jay Smith at Wilmington Trust Company, National Association at (410) 545-2193 or [ijsmith@wilmingtontrust.com](mailto:ijsmith@wilmingtontrust.com) or to Kristin Going at Drinker Biddle & Reath LLP at (202) 230-5177 or [Kristin.Going@dbr.com](mailto:Kristin.Going@dbr.com). The Trustee may conclude, however, that a specific response to particular inquiries from individual holders is not consistent with equal and full dissemination of information to all holders. Holders should not rely on the Trustee as their sole source of information. Holders should consult with their own professionals on matters related to the Certificates. The Trustee makes no recommendations and gives no investment advice.

Wilmington Trust Company, as Successor  
Trustee

Dated: December 17, 2013

\* The Trustee makes no representation as to the accuracy of the CUSIP number provided and used herein.

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