

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 13, 2012

**NEW ISSUE
NOT BANK QUALIFIED**

RATING: Standard & Poor's Rating Services: "AA-"
See "BOND RATING" herein.

In the opinion of Bond Counsel, based upon laws, regulations, rulings and decisions, and assuming continuing compliance with certain covenants made by the Corporation, interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, upon the conditions and subject to the limitations set forth herein under the caption "TAX EXEMPTION." Receipt of interest on the Bonds may result in other federal income tax consequences to certain holders of the Bonds. In the opinion of Bond Counsel, interest on the Bonds is also exempt from income tax by the Commonwealth of Kentucky, and the Bonds are exempt from ad valorem taxation by the Commonwealth of Kentucky and any of its political subdivisions.

\$8,725,000*

**KENTUCKY RURAL WATER FINANCE CORPORATION
PUBLIC PROJECTS REFUNDING REVENUE BONDS
(FLEXIBLE TERM PROGRAM), SERIES 2012C**

Dated Date: Date of Issuance

Due: February 1, as set forth below

The Series 2012C Bonds will bear interest payable on each February 1 and August 1, beginning February 1, 2013, as determined in accordance with the Trust Indenture dated as of April 4, 2001, and the Supplemental Trust Indenture No. 45, dated as of May 2, 2012 between the Kentucky Rural Water Finance Corporation (the "Issuer") and Regions Bank, Nashville, Tennessee, as trustee (the "Trustee"). Interest is payable by check or draft mailed to the registered owners of the Bonds at their addresses appearing on the registration books kept by the Trustee as of the applicable record date preceding each interest payment date. The Series 2012C Bonds are to be delivered in fully registered form in the authorized denominations described in the Indenture.

The Bonds are issued initially under a book-entry only system, registered in the name of CEDE & CO., as registered bondowner and nominee for The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. Individual purchasers of Book-entry Interests in the Bonds will not receive certificates representing their interest in the Bonds.

THE SERIES 2012C BONDS ARE SUBJECT TO OPTIONAL AND EXTRAORDINARY OPTIONAL REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN. THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY OUT OF REVENUES, FUNDS AND ASSETS PLEDGED UNDER THE INDENTURE. THIS OFFICIAL STATEMENT AND THE APPENDICES ATTACHED HERETO SHOULD BE READ IN THEIR ENTIRETY.

NEITHER THE COMMONWEALTH OF KENTUCKY, KENTUCKY RURAL WATER FINANCE CORPORATION, NOR ANY OTHER MUNICIPAL CORPORATION, QUASI MUNICIPAL CORPORATION, SUBDIVISION, OR AGENCY OF THE COMMONWEALTH OF KENTUCKY IS OBLIGATED TO PAY THE PRINCIPAL OF OR THE INTEREST ON THE BONDS. NO TAX FUNDS OR GOVERNMENTAL REVENUE MAY BE USED TO PAY THE PRINCIPAL OF OR THE INTEREST ON THE BONDS. NEITHER ANY OR ALL OF THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF KENTUCKY, KENTUCKY RURAL WATER FINANCE CORPORATION, OR ANY OTHER MUNICIPAL CORPORATION, QUASI MUNICIPAL CORPORATION, SUBDIVISION, OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS.

<u>CUSIP #</u> <u>49140M</u>	<u>February 1</u> <u>Maturity</u>	<u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price or</u> <u>Yield</u>	<u>CUSIP #</u> <u>49140M</u>	<u>February 1</u> <u>Maturity</u>	<u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price or</u> <u>Yield</u>
	2013	\$185,000				2028	\$375,000		
	2014	245,000				2029	305,000		
	2015	245,000				2030	320,000		
	2016	255,000				2031	330,000		
	2017	260,000				2032	345,000		
	2018	270,000				2033	360,000		
	2019	285,000				2035	375,000		
	2020	285,000				2035	315,000		
	2021	295,000				2036	320,000		
	2022	305,000				2037	330,000		
	2023	315,000				2038	295,000		
	2024	320,000				2039	195,000		
	2025	340,000				2040	95,000		
	2026	345,000							
	2027	365,000				2044	450,000		

The Bonds are offered when, as and if issued and accepted by the Underwriters, subject to the approval of legality and tax exemption by Rubin & Hays, Bond Counsel, Louisville, Kentucky. Certain legal matters will be passed upon for the Issuer by its counsel, Damon R. Talley, Hodgenville, Kentucky. Electronic or sealed bids to be opened April 17, 2012, at 11:30 A.M. (E.T.) in the office of the Secretary/Treasurer of the Issuer, 3251 Springhollow Avenue, Bowling Green, Kentucky. This Official Statement is deemed final for the purposes of SEC Rule 15c-12(b)(1). Delivery of the Bonds is expected on or about May 2, 2012.

RAYMOND JAMES | MORGAN KEEGAN

*Preliminary, subject to adjustment

This Preliminary Official Statement is in a form "deemed final" by the Issuer for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final Official Statement. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sales of these Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the laws of any such jurisdiction.

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the Issuer or the Financial Advisor to give any information or to make any representations other than those contained herein in connection with the offering of the Series 2012C Bonds (the "Series 2012C Bonds") described herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the Issuer or the Financial Advisor. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2012C Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2012C Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth herein has been obtained from sources that are believed to be reliable, but it is not to be construed as a representation by the Issuer or the Financial Advisor. Neither the Issuer nor the Financial Advisor have made any independent verification of the information contained herein. The information and expression of opinions herein are subject to change without notice, and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or any other parties described herein since the date hereof.

This Official Statement includes the front cover page immediately preceding this page and all Appendices hereto.

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OFFICIAL STATEMENT

\$8,725,000*

KENTUCKY RURAL WATER FINANCE CORPORATION PUBLIC PROJECTS REFUNDING REVENUE BONDS (FLEXIBLE TERM PROGRAM), SERIES 2012C

INTRODUCTION

This Official Statement, which includes the cover page and appendices, sets forth certain information relating to the issuance by the Kentucky Rural Water Finance Corporation (the "Issuer") in the aggregate principal amount of \$8,725,000* of its Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012C (the "Series 2012C Bonds" or "Current Bonds").

The Series 2012C Bonds are being issued under authority of Chapter 58 of the Kentucky Revised Statutes (the "Act") and a Resolution of the Issuer, and will be issued pursuant to and secured by a Trust Indenture, dated as of April 4, 2001 (the "Original Indenture") between the Issuer and Regions Bank (as successor in interest to The Bank of New York Trust Company, N.A., who was successor in interest to Fifth Third Bank), Nashville, Tennessee (the "Trustee") as supplemented by a Supplemental Trust Indenture No. 45, dated April 18, 2012 (the "Series 2012C Indenture"). The Series 2012C Bonds rank on a parity with the outstanding:

(i) Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program), Series 2001 (the "Series 2001 Bonds") issued pursuant to the Original Indenture;

(ii) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2002 (the "Series 2002A Bonds") issued pursuant to Supplemental Trust Indenture No. 4, dated as of July 15, 2002 (the "Series 2002A Indenture");

(iii) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2002B (the "Series 2002B Bonds") issued pursuant to Supplemental Trust Indenture No. 6, dated as of October 15, 2002 (the "Series 2002B Indenture");

(iv) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2003A (the "Series 2003A Bonds") issued pursuant to Supplemental Trust Indenture No. 8, dated as of March 15, 2003 (the "Series 2003A Indenture");

(v) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2003B (the "Series 2003B Bonds") issued

**Preliminary, subject to adjustment*

pursuant to Supplemental Trust Indenture No. 11, dated as of August 15, 2003 (the "Series 2003B Indenture");

(vi) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2003C (the "Series 2003C Bonds") issued pursuant to Supplemental Trust Indenture No. 12, dated as of October 1, 2003 (the "Series 2003C Indenture");

(vii) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2004A (the "Series 2004A Bonds") issued pursuant to Supplemental Trust Indenture No. 13, dated as of February 1, 2004 (the "Series 2004A Indenture");

(viii) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2004B (the "Series 2004B Bonds") issued pursuant to Supplemental Trust Indenture No. 15, dated as of April 1, 2004 (the "Series 2004B Indenture");

(ix) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2004D (the "Series 2004D Bonds") issued pursuant to Supplemental Trust Indenture No. 16, dated as of October 1, 2004 (the "Series 2004D Indenture");

(x) Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2005B (the "Series 2005B Bonds") issued pursuant to Supplemental Trust Indenture No. 18, dated as of October 1, 2005 (the "Series 2005B and 2005C Indenture");

(xi) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2005C (the "Series 2005C Bonds") issued pursuant to the Series 2005B and 2005C Indenture;

(xii) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2006A (the "Series 2006A Bonds") issued pursuant to Supplemental Trust Indenture No. 20, dated as of April 11, 2006 (the "Series 2006A Indenture");

(xiii) Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2006D (the "Series 2006D Bonds") issued pursuant to Supplemental Trust Indenture No. 22, dated as of May 31, 2006 (the "Series 2006D Indenture");

(xiv) Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2007A (the "Series 2007A Bonds") issued pursuant to

Supplemental Trust Indenture No. 25, dated as of January 30, 2007 (the "Series 2007A Indenture");

(xv) Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2007D (the "Series 2007D Bonds") issued pursuant to Supplemental Trust Indenture No. 28, dated as of July 30, 2007 (the "Series 2007D Indenture");

(xvi) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2008B (the "Series 2008B Bonds") issued pursuant to Supplemental Trust Indenture No. 30, dated as of March 6, 2008 (the "Series 2008B Indenture");

(xvii) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2008C (the "Series 2008C Bonds") issued pursuant to Supplemental Trust Indenture No. 31, dated as of May 29, 2008 (the "Series 2008C Indenture");

(xviii) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2009C (the "Series 2009C Bonds") issued pursuant to Supplemental Trust Indenture No. 35, dated as of August 4, 2009 (the "Series 2009C Indenture");

(xix) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2010B (the "Series 2010B Bonds") issued pursuant to Supplemental Trust Indenture No. 37, dated as of May 13, 2010 (the "Series 2010B Indenture"); and

(xx) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2010C (the "Series 2010C Bonds") issued pursuant to Supplemental Trust Indenture No. 38, dated as of June 10, 2010 (the "Series 2010C Indenture");

(xxi) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2010D (the "Series 2010D Bonds") issued pursuant to Supplemental Trust Indenture No. 39, dated as of November 4, 2010 (the "Series 2010D Indenture");

(xxii) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2011B (the "Series 2011B Bonds"), issued pursuant to Supplemental Trust Indenture No. 41, dated as of April 12, 2011 (the "Series 2011B Indenture");

(xxiii) Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2011C (the "Series 2011C Bonds"), issued pursuant to Supplemental Trust Indenture No. 42, dated as of November 10, 2011 (the "Series 2011C Indenture");

(xxiv) Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2012A (the "Series 2012A Bonds"), issued pursuant to Supplemental Trust Indenture No. 43, dated as of January 31, 2012 (the "Series 2012A Indenture"); and

(xxv) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012B (the "Series 2012B Bonds"), issued pursuant to Supplemental Trust Indenture No. 44, dated as of March 30, 2012 (the "Series 2012B Indenture").

On June 27, 2001, \$5,315,000 of the Series 2001 Bonds were converted from a Variable Interest Rate to a Fixed Interest Rate (the "Series 2001A Bonds") pursuant to Supplemental Trust Indenture No. 1, dated as of June 27, 2001 (the "Series 2001A Indenture"). On December 19, 2001, \$1,005,000 of the Series 2001 Bonds were converted from a Variable Interest Rate to a Fixed Interest Rate (the "Series 2001B Bonds") pursuant to Supplemental Trust Indenture No. 2, dated as of December 19, 2001 (the "Series 2001B Indenture"). On May 15, 2002, \$715,000 of the Series 2001 Bonds were converted from a Variable Interest Rate to a Fixed Interest Rate (the "Series 2001C Bonds") pursuant to Supplemental Trust Indenture No. 3, dated as of May 15, 2002 (the "Series 2001C Indenture"). On September 25, 2002, \$2,830,000 of the Series 2001 Bonds were converted from a Variable Interest Rate to a Fixed Interest Rate (the "Series 2001D Bonds") pursuant to Supplemental Trust Indenture No. 5, dated as of September 25, 2002 (the "Series 2001D Indenture"). On May 28, 2003, \$1,810,000 of the Series 2001 Bonds were converted from a Variable Interest Rate to a Fixed Interest Rate (the "Series 2001E Bonds") pursuant to Supplemental Trust Indenture No. 7, dated as of December 18, 2002 (the "Series 2001E Indenture"). On July 30, 2003, \$795,000 of the Series 2001 Bonds were converted from a Variable Interest Rate to a Fixed Interest Rate (the "Series 2001G Bonds") pursuant to Supplemental Trust Indenture No. 10, dated as of July 30, 2003 (the "Series 2001G Indenture"). On March 3, 2004, \$1,115,000 of the Series 2001 Bonds were converted from a Variable Interest Rate to a Fixed Interest Rate (the "Series 2001H Bonds") pursuant to Supplemental Trust Indenture No. 14, dated as of March 3, 2004 (the "Series 2001H and 2001I Indenture"). On March 3, 2004, \$3,610,000 of the Series 2001 Bonds were converted from a Variable Interest Rate to a Fixed Interest Rate (the "Series 2001I Bonds") pursuant to the Series 2001H and 2001I Indenture.

Hereinafter the Original Indenture, the Series 2001A Indenture, the Series 2001B Indenture, the Series 2001C Indenture, the Series 2001D Indenture, the Series 2001E Indenture, the Series 2001G Indenture, the Series 2001H and 2001I Indenture, the Series 2002A Indenture, the Series 2002B Indenture, the Series 2003A Indenture, the Series 2003B Indenture, the Series 2003C Indenture, the Series 2004A Indenture, the Series 2004B Indenture, the Series 2004D Indenture, the Series 2005B and Series 2005C Indenture, the Series 2006A Indenture, the Series 2006D Indenture,

the Series 2007A Indenture, the Series 2007D Indenture, the Series 2008B Indenture, the Series 2008C Indenture, the Series 2009C Indenture, the Series 2010B Indenture, the Series 2010C Indenture, the Series 2010D Indenture, the Series 2011B Indenture, the Series 2011C Indenture, the Series 2012A Indenture, the Series 2012B Indenture and the Series 2012C Indenture may be collectively referred to as the "Indenture" and the Series 2001 Bonds, the Series 2001A Bonds, the Series 2001B Bonds, the Series 2001C Bonds, the Series 2001D Bonds, the Series 2001E Bonds, the Series 2001G Bonds, the Series 2001H Bonds, the Series 2001I Bonds, the Series 2002A Bonds, the Series 2002B Bonds, the Series 2003A Bonds, the Series 2003B Bonds, the Series 2003C Bonds, the Series 2004A Bonds, the Series 2004B Bonds, the Series 2004D Bonds, the Series 2005B Bonds, the Series 2005C Bonds, the Series 2006A Bonds, the Series 2006D Bonds, the Series 2007A Bonds, the Series 2007D Bonds, the Series 2008B Bonds, the Series 2008C Bonds, the Series 2009C Bonds, the Series 2010B Bonds, the Series 2010C Bonds, the Series 2010D Bonds, the Series 2011B Bonds, the Series 2011C Bonds, the Series 2012A Bonds, the Series 2012B Bonds and the Current Bonds shall be collectively referred to as the "Bonds".

The proceeds of the Bonds are to be used to finance or refinance additions and improvements to the utility systems of Governmental Agencies (the "Program").

Upon the issuance of the Series 2012C Bonds, the total outstanding principal amount of the Bonds will be approximately \$167,000,000*.

NEITHER THE COMMONWEALTH, THE ISSUER, OR ANY OTHER MUNICIPAL CORPORATION, QUASI MUNICIPAL CORPORATION, SUBDIVISION, OR AGENCY OF THE COMMONWEALTH IS OBLIGATED TO PAY THE PRINCIPAL OF OR THE INTEREST ON THE BONDS. NO TAX FUNDS OR GOVERNMENTAL REVENUE MAY BE USED TO PAY THE PRINCIPAL OF OR THE INTEREST ON THE BONDS. NEITHER ANY OR ALL OF THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH, THE ISSUER, OR ANY OTHER MUNICIPAL CORPORATION, QUASI MUNICIPAL CORPORATION, SUBDIVISION, OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS.

Brief descriptions of the security for the Bonds, the Issuer and the Program are included in this Official Statement. THIS OFFICIAL STATEMENT AND ITS APPENDICES SHOULD BE READ IN THEIR ENTIRETY. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture and the Assistance Agreements are qualified in their entirety by reference to such documents, and references herein to the Bonds are qualified in their entirety by reference to the forms thereof included in the Indenture, and the information with respect thereto in the aforementioned documents, copies of all of which are available for inspection in the principal corporate trust office of the Trustee. Capitalized terms used herein shall have the meanings specified in the Indenture and the Assistance Agreements unless otherwise indicated.

SECURITY FOR THE SERIES 2012C BONDS

Pledge Under the Indenture

The Series 2012C Bonds are limited obligations of the Issuer payable solely from and secured, to the extent and as provided in the Indenture, by a pledge of: (1) all rights of the Issuer (other than Retained Rights) in the Assistance Agreements, including the right to receive, collect or claim any of the moneys, income, revenues, issues, profits and other amounts payable or receivable thereunder and to bring actions and proceedings thereunder or for the enforcement thereof; (2) all payments to be received by, or on behalf of, the Issuer from or in connection with the Assistance Agreements, together with all other Revenues, and all moneys and securities held by the Trustee in the Funds and Accounts established under the Indenture, together with investment earnings thereon as provided in the Indenture; and (3) any and all other property from time to time pledged or assigned as and for additional security under the Indenture by the Issuer to the Trustee.

Under the Indenture, the Issuer may lend and Governmental Agencies may borrow pursuant to Assistance Agreements entered into from time to time. Payments by the Governmental Agencies pursuant to the Assistance Agreements are designed to permit the Issuer to provide sufficient moneys to the Trustee to make the payments when due of principal of and interest on the Bonds, including the possible redemption of Bonds prior to maturity.

The Trustee may draw funds from the Debt Service Reserve Fund (the "Reserve Fund") of the Issuer to pay the principal of, and/or the interest on the Bonds in the event payments for the Loans are insufficient to pay bondholders. In the event the Issuer is required to withdraw moneys from the Reserve Fund to pay the principal of and interest on the Bonds and any other payments due from a Governmental Agency pursuant to its Assistance Agreement (the "Reserve Withdrawal"), the Governmental Agency shall pay to the Trustee, in each month, an amount equal to at least 1/12 of the Reserve Withdrawal, plus accrued interest thereon at the rate equal to the highest rate of interest paid by the investments making up the Reserve Fund until such Reserve Withdrawal has been replenished. The Reserve Fund has not been drawn upon by the Issuer to pay principal of and/or interest on the Bonds or any other payments due from a Governmental Agency. As of the date of issuance of the Series 2012C Bonds it is anticipated that the Reserve Fund will have a maturity balance of \$10,510,632.

Trustee

Under the Original Indenture, Fifth Third Bank served as Trustee and Paying Agent for the Bonds.

On December 29, 2003, a subsidiary of The Bank of New York Company, Inc. acquired substantially all of the corporate trust assets of Fifth Third Bank. In March 2004, The Bank of New York Trust Company, N.A., began serving as Trustee and Paying Agent on the Bonds. On August 30, 2004, pursuant to the terms of the Indenture, the Issuer by Resolution replaced The Bank of New York Trust Company, N.A., as Trustee and Paying Agent by appointing Regions Bank as

Trustee and Paying Agent for all of the Bonds. Regions Bank assumed its duties as Trustee and Paying Agent on October 1, 2004.

THE BONDS

Liens Against the Program Revenues

The Bonds are secured by an assignment to the Trustee of all of the Issuer's interests in the Assistance Agreements and the revenues of the Program (other than Retained Rights).

Description of the Series 2012C Bonds

The Series 2012C Bonds will accrue interest from the date of issuance, payable on February 1 and August 1 of each year, beginning February 1, 2013, and will mature on February 1 in the years set forth on the front cover of this Official Statement. The Bonds will bear interest at the interest rate set forth on the front cover of this Official Statement.

Interest on the Series 2012C Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2012C Bonds will be issued in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000 ("Authorized Denominations").

Payment of Bonds

The principal of and premium, if any, and interest on the Bonds are payable in any coin or currency of the United States of America. The principal of and premium, if any, on the Bonds will be paid upon surrender thereof at the principal corporate trust office of the Trustee. Interest on each Bond shall be paid by check mailed on the Interest Payment Date to the Person who is the Owner thereof as shown on the Bond Register as of 5:00 p.m., Eastern Time, on the applicable Record Date, at the address of the Owner as it appears on the Record Date on the Bond Register. At the direction of an Owner of \$1,000,000 or more of Bonds, payments of interest shall be made by electronic transfer by the Trustee in immediately available funds to an account in the United States designated in writing by such Owner to the Trustee not less than five days prior to the Interest Payment Date.

Registration, Transfer and Exchange

The Trustee shall maintain books (the "Bond Register") for the registration and for the transfer of the Bonds.

Upon surrender for registration or transfer of any Bond at the principal office of the Trustee, the Trustee shall authenticate and shall deliver a new Bond or Bonds in the same aggregate principal amount as the Bond surrendered. No transfer of any Bond shall be binding upon the Trustee unless made at such office and shown on the Bond Register. Unless and until the Trustee notifies the

Bondowners in writing of any change of Trustee or of any change of the principal corporate trust office thereof, the Trustee's principal office shall be 315 Deaderick Street, 4th Floor, Nashville, Tennessee 37237, Attention: Corporate Trust Administration.

The Trustee shall not be required to exchange or transfer any Bond or portion thereof which has been called for redemption.

Book-Entry Only System

The Bonds initially will be issued solely in book-entry form to be held in the book-entry only system maintained by The Depository Trust Company ("DTC"), New York, New York. So long as such book-entry system is used, only DTC will receive or have the right to receive physical delivery of Bonds and, except as otherwise provided therein with respect to Beneficial Owners (as defined below) of Beneficial Ownership Interests (as defined below), Beneficial Owners will not be or be considered to be, and will not have any rights as, owners or holders of the Bonds under the Indenture.

The following information about the book-entry only system applicable to the Bonds has been supplied by DTC. The Issuer, the Trustee, the Underwriter or the Financial Advisor makes no representations, warranties or guarantees with respect to its accuracy or completeness.

DTC will act as securities depository for the Bonds. The Bonds 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 Bond certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest depository, 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 and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC,

also subsidiaries of DTCC), as well as 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 both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("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. Beneficial Owners are, however, 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 Bonds 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 Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds 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 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds 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.

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 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds 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.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds 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 the Issuer or the Trustee, 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 nor its nominee, Trustee, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

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

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

Redemption of the Series 2012C Bonds

Optional Redemption. The Series 2012C Bonds maturing on and prior to February 1, 2021, shall not be subject to redemption prior to maturity. The Series 2012C Bonds maturing on or after February 1, 2022, are subject to redemption, in whole or in part, by the Issuer prior to their stated maturities, at any time falling on or after February 1, 2021 (less than all Bonds of a single maturity to be selected in such manner as the Registrar may determine) at a redemption price equal to 100% of the principal amount of the Series 2012C Bonds called for redemption, plus unpaid interest accrued to the date of redemption.

Extraordinary Optional Redemption. The Bonds shall be subject to redemption with Eligible Funds at the option and direction of the Issuer, as a whole or in part, at par plus accrued interest to the redemption date, on the 95th day after the date the Trustee receives written notice of the occurrence of any of the following events:

- (a) the Project (as defined in the Indenture) shall have been substantially damaged or destroyed to such extent that, in the opinion of the Governmental Agency filed with the Trustee and the Issuer, it is not practicable or economically feasible to rebuild, repair or restore the damaged property within a reasonable period of time and the Governmental Agency will be prevented from carrying out its normal operations for a period of at least six months, or
- (b) a portion of the Project shall have been substantially damaged or destroyed to such extent that, in the opinion of the Governmental Agency filed with the Trustee and the Issuer, it is not practicable or economically feasible to rebuild, repair or restore that portion of the Project so damaged; provided however, that the Bonds called for redemption pursuant to this subparagraph shall not be redeemed in whole but shall be redeemed in part with the amount of funds remaining from the receipt of any insurance proceeds, after the costs of any other such repairs or restorations shall have been made, or
- (c) title to or the temporary use of all or substantially all of the Project shall be taken under a valid and lawful exercise of the power of eminent domain such as results or is likely to result (in the reasonable opinion of the Governmental Agency), in the Governmental Agency being thereby prevented from carrying out its normal operations at the Project for a period of at least six consecutive months.

Notwithstanding anything herein to the contrary, no optional redemption or extraordinary optional redemption shall occur if such redemption shall lower any then existing rating on the bonds.

Notice and Effect of Call for Redemption. The Trustee shall give notice of redemption or mandatory tender by first class mail, postage prepaid, mailed not less than 25 nor more than 45 days prior to the redemption date to each Owner of Bonds to be redeemed or tendered at the address of such Owner appearing in the Bond Register, and also to the Bank, the Financial Advisor and such other Persons as the Issuer shall deem appropriate.

Neither the failure of any Owner to receive notice mailed as provided herein nor any defect in notice so mailed shall affect the validity of the proceedings for redemption or mandatory tender in accordance with the Indenture.

All notices of redemption or mandatory tender shall state:

- (i) the redemption date;

- (ii) the redemption price (including premium, if any);
- (iii) the name of the Bonds to be redeemed, the principal amount of Bonds to be redeemed, and, if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (iv) the reason for the redemption;
- (v) that on the redemption date, the redemption price, as appropriate, of each such Bond will become due and payable, that interest on each such Bond shall cease to accrue on and after such date, and that each such Bond will be deemed to have been redeemed or purchased, as the case may be;
- (vi) the place or places where such Bonds must be surrendered for payment of the redemption price thereof; and
- (vii) such additional information as the Issuer or the Trustee shall deem appropriate.

Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall become due and payable on the redemption date at the redemption price specified, and on and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with such notice, such Bond shall be paid at the redemption price thereof.

No Interest After Redemption Date. Notice of redemption having been given as provided in the Indenture, the Bonds or portions thereof designated for redemption shall become due and payable on the date fixed for redemption and, unless the Issuer defaults in the payment of the principal thereof, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption whether or not such Bonds are presented and surrendered for payment on such date. If any Bond or portion thereof called for redemption is not so paid upon presentation and surrender thereof for redemption, such Bond or portion thereof shall continue to bear interest at the rate set forth thereon until paid or until due provision is made for the payment of same.

THE ISSUER

General

The Issuer, organized by governmental entities of the Commonwealth as a non-profit and non-stock corporation pursuant to Chapters 58 and 273 of the Kentucky Revised Statutes, is and acts as an agency and instrumentality for said Governmental Agencies. The Issuer was organized for the purpose of providing a source of funding for interim and permanent financing of public projects to be undertaken by communities throughout the Commonwealth.

The Act authorizes the Issuer to issue its notes and bonds in an unlimited aggregate amount in order to accomplish its public purpose of making Loans available to Governmental Agencies in order to assist in financing the acquisition and construction of Projects. The availability of such financing enables Governmental Agencies to consolidate separate financing transactions of relatively small amounts into a single financing transaction by the Issuer, thus resulting in increased participation by the investing public, centralized debt management and other economies. The Issuer expects to issue future series of notes and bonds regularly for the benefit of participating Governmental Agencies.

Governance

The governing body of the Issuer is a Board consisting of nine members. The eight members of the Board of Directors of the Kentucky Rural Water Association, Inc. (the "Association") and the Association's Executive Director constitute the Board of Directors of the Issuer. Five members of the Board of the Issuer constitute a quorum for the transaction of business. The Issuer's officers and other directors are as follows:

Larry Herald	President and Director
Jim Smith	Vice President and Director
Gary Larimore	Secretary, Treasurer and Director
Joe Liles	Director
Steve Owens	Director
Paul Lashbrooke	Director
David Peterson	Director
J. Randell O'Bryan	Director
William Ballard	Director

The office of the Issuer is located at 3251 Spring Hollow Avenue, Bowling Green, Kentucky 42102.

THE PROGRAM

The Issuer, organized by governmental entities of the Commonwealth as a non-profit and non-stock corporation pursuant to Chapters 58 and 273 of the Kentucky Revised Statutes, is and acts as an agency and instrumentality for said Governmental Agencies. The Issuer was organized for the purpose of providing a source of funding for interim and permanent financing of public projects to be undertaken by communities throughout the Commonwealth.

The Issuer's Multimodal Public Projects — Flexible Term Finance Program (the "Program") is designed to allow participants, with varying projects sizes, access to the rated tax-exempt bond market through variable rate or fixed rate borrowings. The Program is a managed structure having a diverse portfolio of Participants and Projects located throughout the Commonwealth. Participants may borrow from the Program for a variety of purposes to include capital construction, infrastructure line extensions, equipment and other utility related appurtenances.

The Kentucky Rural Water Association (the "KRWA") serves as the Program Administrator. The Association is a statewide association that offers membership to water and wastewater utilities throughout the Commonwealth and associate membership to manufactures, suppliers and other professionals serving member utilities. Since its creation in 1979, the Association has provided training, technical assistance, advocacy and a variety of other services to its membership as an affiliate to the National Rural Water Association. The Association has over 300 voting members consisting of cities, water and sewer districts, sanitation districts, water associations and water commissions.

The Program is reviewed and overseen by a Compliance Group consisting of Morgan Keegan & Company, Inc., or its successor in interest (the "Financial Advisor"), the KRWA and Rubin & Hays. The Compliance Group duties include the review and recommendation for funding of projects to the Issuer, maintaining the integrity of the Program's structure and cashflows and assuring that the portfolio of loans participating in the Program will not adversely effect the rating, then presently in existence, on the Bonds.

The Program is modeled after and utilizes specific criteria formulated by Standard & Poor's Rating Services ("Standard & Poor's") for Program loan structures. The Program's structure is similar to those established by Standard & Poor's for state revolving loan programs. The Program's structure utilizes a Program level Reserve Fund, maintains a diverse portfolio of participants, requires participant debt coverage ratios of 1.20x or higher and has a managed default structure criteria.

The Program level Reserve Fund, which is available to all Participants, is structured and maintained assuming and utilizing certain Standard & Poor's default scenario requirements allowing for an over-collateralized loan portfolio. The Program loan portfolio and the required Reserve Fund is monitored by the Compliance Group and Standard & Poor's. As new loans are originated in the Program, the Compliance Group reviews each loan to maintain proper balance in the Program so that the rating then in existence on the Bonds will not be reduced due to the inclusion of one or more loans into the Program. Upon the issuance of the Series 2012C Bonds the value of the investments at maturity in the Reserve Fund is anticipated to be \$10,510,632. The Participants, their loan amounts, maturity dates and outstanding balances are detailed in Appendix A attached to this Official Statement.

Use of Proceeds of Series 2012C Bonds

At the time of the delivery of the Series 2012C Bonds or shortly thereafter the Issuer intends to enter into and execute Assistance Agreements with the following Participants in the approximate amount:

Christian County Water District	\$3,000,000*
City of Dawson Springs	975,000*
Jessamine-South Elkhorn Water District	1,715,000*
City of Springfield	2,585,000*

The Christian County Water District will use its portion of the proceeds to refinance and currently refund its outstanding (i) Christian County Water District Waterworks Revenue Bonds, Series 1994, dated April 11, 1995, in the original authorized principal amount of \$1,329,000, and (ii) Christian County Water District Waterworks Revenue Bonds, Series 1998, dated August 13, 1999, in the original authorized principal amount of \$2,200,000.

The City of Dawson Springs, Kentucky will use its portion of the proceeds to refinance and advance refund its outstanding City of Dawson Springs, Kentucky Water and Sewer Refunding Revenue Bonds, Series 2002, dated July 1, 2002, in the original principal amount of \$1,190,000.

The Jessamine-South Elkhorn Water District will use its portion of the proceeds to refinance and currently refund all or any of its outstanding Jessamine-South Elkhorn Water District Waterworks Revenue Bonds, Series 2000A, dated September 1, 2000, in the original principal amount of \$1,901,000.

The City of Springfield, Kentucky will use its portion of the proceeds to refinance and currently refund its outstanding (i) City of Springfield, Kentucky Water and Sewer Revenue Bonds, Series 1998, dated June 30, 1998, in the original authorized principal amount of \$900,000, and (ii) City of Springfield, Kentucky Water and Sewer Revenue Bonds, Series 2000, dated August 8, 2001, in the original authorized principal amount of \$2,000,000.

Additional demographic and financial information regarding the Participants borrowing the proceeds of the Series 2012C Bonds is set forth in Appendix B attached to this Official Statement.

PROGRAM ADMINISTRATION

KRWA serves as the administrator of the Program (the "Program Administrator"). KRWA also serves as the program administrator for an interim construction program which provides funding for communities that have received a permanent loan commitment from the United States Department of Agriculture, Rural Development ("RD"). The interim financing program, established in 1995, is structured as a pooled financing through the issuance of short term tax-exempt notes. The KRWA has administered over \$300,000,000 of loans under the interim finance program.

SOURCES AND USES OF FUNDS

The following is a summary of the sources of funds, and the uses of such funds in connection with the plan of financing:

**Preliminary, subject to adjustment*

Sources of Funds:

Principal amount of the Bonds \$ _____

Total Sources of Funds \$ _____

Uses of Funds:

Project Fund \$ _____

Reserve Fund _____

Underwriter's Discount (2.0%) _____

Costs of Issuance _____

Total Uses of Funds \$ _____

CERTAIN RISKS ASSOCIATED WITH THE BONDS

The following is a discussion of certain risks that could affect payments to be made with respect to the Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Bonds should analyze carefully the information contained in this Official Statement, including the Appendices hereto, and additional information in the form of the complete documents summarized herein and in Appendix C, copies of which are available as described herein.

1. *Security for the Bonds.* The Bonds are limited obligations of the Issuer payable exclusively out of the payments payable under the Assistance Agreement and, in certain circumstances, Bond proceeds and income from the temporary investment thereof. The Bonds are secured by a pledge by the Issuer of the Trust Estate to the Trustee in favor of the Bondowners in accordance with the Indenture. A brief description of the Trust Estate is contained in *Appendix C*.

2. *Default by a Governmental Agency under an Assistance Agreement.* No representation or assurance can be made that revenues will be realized by the Governmental Agency in amounts necessary to make the payments required under its Assistance Agreement. If the Governmental Agency is unable to make the payments required under the Assistance Agreement, the Trustee will have the right to declare an event of default under the Assistance Agreement and thereafter take such remedies and actions that might cause a redemption, tender or acceleration of all or a portion of the Bonds.

3. *Limitation on Enforcement of Remedies.* Enforcement of the remedies under the Indenture and any Assistance Agreement may be limited or restricted by laws relating to bankruptcy and insolvency, and rights of creditors under application of general principles of equity, and may be substantially delayed in the event of litigation or statutory remedy procedures. All legal opinions

delivered in connection with the Bonds relating to the enforceability exception relating to the limitations which may be imposed by bankruptcy and insolvency laws, and the rights of creditors under general principals of equity.

4. *Suitability of Investment.* An investment in the Bonds involves a certain degree of risk. The interest rate borne by the Bonds is intended to compensate the investor for assuming this element of risk. Prospective investors should carefully examine this Official Statement, including the Appendices hereto, and their ability to bear the economic risk of such an investment, and to determine whether or not the Bonds are an appropriate investment for them.

5. *General Factors Affecting Governmental Agencies.* No representation or assurance can be made that revenues will be realized by any of the Governmental Agencies in amounts necessary to make the payments required under the Assistance Agreements or to make other payments in amounts sufficient to pay the principal of and interest on the Bonds. Future revenues and expenses are subject to, among other things, the capabilities of the Governmental Agencies and future economic and other conditions that are unpredictable.

TAX EXEMPTION

Based upon certain covenants, representations and certifications of the Issuer, which Bond Counsel has not independently verified, and assuming continuing compliance therewith, as set forth below, in the opinion of Bond Counsel interest on the Series 2012C Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative tax on individuals and corporations under existing laws, regulations, rulings and decisions in effect on the date of delivery of the Series 2012C Bonds. Provisions of the Internal Revenue Code of 1986, as amended (the "Code") applicable to corporations (as defined for federal income tax purposes), would impose an alternative minimum tax on a portion of the excess "adjusted current earnings" over "alternative minimum taxable income" and therefore could subject all or a portion of the interest on the Series 2012A Bonds received by corporations to alternative minimum taxation.

The Code requires that the Issuer comply on an ongoing basis with certain obligations in order for the Series 2012C Bonds not to be used in such a manner that would cause the Series 2012C Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and for the interest on the Series 2012C Bonds to be and remain excludable from gross income for federal income tax purposes. Failure to meet those obligations could result in the interest on the Series 2012C Bonds becoming subject to federal income taxation, retroactive to the date of the Series 2012C Bonds. The Issuer has covenanted to comply with all such obligations.

Bond Counsel has not opined on any other federal income tax consequences arising for holders of the Series 2012C Bonds. Interest on the Series 2012C Bonds will be includable in effectively connected earnings and profits for purposes of computing the branch profits tax on certain foreign corporations doing business in the United States. In addition, the Code disallows

certain federal income tax deductions of certain financial institutions and property and casualty insurance companies which acquire the Series 2012C Bonds.

In the opinion of Bond Counsel, interest on the Series 2012C Bonds is also exempt from income taxation by the Commonwealth and the Series 2012C Bonds are exempt from ad valorem taxation by the Commonwealth and any of its political subdivisions.

From time to time, legislation is proposed which, if enacted, could alter one or more of the federal tax matters referred to above or would adversely affect the market value of the Series 2012C Bonds. It cannot be predicted whether or in what form any of such proposals may be enacted and whether, if enacted, such proposals will apply to obligations (such as the Series 2012C Bonds) issued prior to enactment.

Certain Federal Income Tax Consequences

The following is a discussion of certain federal tax matters under the Code. This discussion does not purport to deal with all aspects of federal taxation that may be relevant to particular Bondowners. Prospective Bondowners, particularly those who may be subject to special rules, are advised to consult their own tax consequences arising under the laws of any state or other taxing jurisdiction.

Alternative Minimum Tax on Corporation. Section 55 of the Code imposes an alternative minimum tax on corporations equal to the excess of the tentative minimum tax for the taxable year over the regular tax for such year. The tentative minimum tax is based upon alternative minimum taxable income, which is regular taxable income with certain adjustments and increased by the amount of certain items of tax preference. Interest on tax-exempt obligations, such as the Series 2012C Bonds, is treated as a preference item for purposes of computing the corporate alternative minimum tax.

Financial Institutions. The Code denies banks, thrift institutions and other financial institutions a deduction for 100% of their interest expense allocable to tax-exempt obligations, such as the Series 2012C Bonds, acquired after August 7, 1986.

Borrowed Funds. The Code provides that interest paid on funds borrowed to purchase or carry tax-exempt obligations during a tax year is not deductible. In addition, under rules used by the Internal Revenue Service for determining when borrowed funds are considered used for the purposes of purchasing or when carrying particular assets, the purchase of obligations may be considered to have been made with borrowed funds even though the borrowed funds are not directly traceable to the purchases of such obligations.

Property and Casualty Insurance Companies. The deduction for loss reserves for property and casualty insurance companies is reduced by 15% of the sum of certain items, including the interest received on tax-exempt bonds, such as the Series 2012C Bonds.

Social Security and Railroad Retirement Benefits. The Code also requires recipients of certain Social Security or a Railroad Retirement benefits to take into account, in determining gross income, receipts or accruals of interest that is exempt from federal income tax.

Branch Profits Tax. Certain foreign corporations doing business in the United States may be subject to a branch profits tax on their effectively connected earnings and profits, including tax-exempt interest on obligations such as the Series 2012C Bonds.

S Corporations. Certain S corporations that have subchapter C earnings and profits at the close of a taxable year and gross receipts more than 25% of which are passive investment income, which includes interest on tax-exempt obligations, such as the Series 2012C Bonds, may be subject to a tax on excess net passive income.

Proposed, pending or future tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of the interest on the Series 2012C Bonds subsequent to their issuance. Future legislation could directly or indirectly reduce or eliminate the value of certain deductions and exclusions, including the benefit of the exclusion of tax-exempt interest on the Series 2012C Bonds from gross income for federal income tax purposes. Any such proposed legislation, actions or decisions, whether or not enacted, taken or rendered, could also adversely affect the value and liquidity of the Series 2012C Bonds. Prospective purchasers of the Series 2012C Bonds should consult their own tax advisors regarding the forgoing matters.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale and delivery by the Issuer of the Series 2012C Bonds to the original purchasers thereof under existing laws were subject to the approving opinion of Rubin & Hays, Louisville, Kentucky, Bond Counsel. Certain legal matters will be passed upon for the Issuer by its counsel, Damon R. Talley, Hodgenville, Kentucky.

ABSENCE OF LITIGATION

The Issuer will deliver a certificate at closing to the effect that there is no action, suit or proceedings known to be pending or threatened restraining or enjoining the execution or delivery of the Series 2012C Bonds or the Indenture or in any way contesting or affecting the validity of the foregoing.

DISCLOSURE COMPLIANCE

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "SEC"), the Issuer has agreed to provide or cause to be provided through a designated agent (the "Agent"), in a timely manner not in excess of 10 business days after the occurrence of such event, to the Electronic Municipal Market Access system

("EMMA") at <http://www.emma.msrb.org>, notice of the occurrence of any of the following events with respect to the Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) 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-exempt status of the Bonds;
- (g) modifications to rights of the Bondholders, if material;
- (h) Bond calls, if material and tender offers;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the Issuer or the borrowers;
- (m) consummation of a merger, consolidation, or acquisition involving the Issuer or the borrowers or the sale of all or substantially all of the assets of the Issuer or the borrowers, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, if the Issuer determines that such other event is material with respect to the Bonds, but the Issuer does not undertake to commit to provide any such notice of the occurrence of any material event except those events listed above.

The Issuer also agrees to provide to EMMA, in accordance with the Rule, its Annual Financial Report (the "Annual Report") which contains certain annual financial data of the Program and its participants. The financial data shall be available on or before 180 days after the end of each Program year (January 31), beginning with the Program year ending January 31, 2012 and each Program year thereafter, except with respect to the Annual Report which will be available on or before 180 days after the end of each Program year.

If the Issuer is unable to provide to EMMA an Annual Report by the date required in the Indenture, then the Issuer shall send a notice to EMMA notifying it of the inability, at that time, to file the Annual Report.

If the Issuer's fiscal year changes, then the Issuer shall send a notice of such change to EMMA. If such change will result in the Issuer's fiscal year ending on a date later than the ending

date prior to such change, the Issuer shall provide notice of such change to EMMA on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to EMMA, along with the Annual Report, provided that it is filed at or prior to the deadline described above.

As of the execution of the Indenture, the Issuer is in compliance with the reporting requirements of the Rule for all undertakings for which they are an "obligated person" as defined in the Rule.

Financial information regarding the Issuer can be obtained from the Secretary of the Issuer, 3251 Spring Hollow Avenue, Bowling Green, Kentucky 42102.

The obligations of the Issuer described above will remain in effect only for such period that (i) the Bonds are outstanding in accordance with their terms and (ii) that Issuer remains an obligated person with respect to the Bonds within the meaning of the Rule. The Issuer reserves the right to terminate its obligation to provide notices of material events, as set forth above, if and when the Issuer no longer remains an obligated person with respect to the Bonds within the meaning of the Rule. The Issuer acknowledges that its undertaking pursuant to the Rule described under this heading is intended to be for the benefit of the Bondholders (including holders of beneficial interests in the Bonds).

The requirements for disclosure in the Indenture may be amended, if the Issuer receives an opinion of independent legal counsel to the effect that:

(i) such amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the types of activities in which the Issuer is engaged;

(ii) the amendment would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) such amendment does not materially impair the interests of the Bondholders.

In the event of a failure of the Issuer to comply with the disclosure requirements set forth in the Indenture, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Indenture. A default in compliance with the disclosure requirements under the Indenture shall not be deemed an Event of Default under the Indenture, and the sole remedy under the Indenture in the event of any failure of the Issuer to comply with the disclosure requirements shall be an action to compel performance.

RATING

The Series 2012C Bonds have been assigned a rating of "AA-" by Standard & Poor's based upon the underlying credit of the Program. This rating reflects only the views of Standard & Poor's, and any explanation of the significance of this rating must be obtained from Standard & Poor's. There is no assurance that this rating will continue for any given period of time or that it will not be revised or withdrawn entirely if, in the judgment of Standard & Poor's, circumstances so warrant. Bondowners or prospective Bondowners should contact the Financial Advisor for information on the then current rating(s), if any, on the Series 2012C Bonds.

Additionally, due to the ongoing uncertainty regarding the debt of the United States of America, including without limitation, the general economic conditions in the country, and other political and economic developments that may affect the financial condition of the United States government, the United States debt limit, and the bond ratings of the United States and its instrumentalities, obligations issued by state and local governments, such as the Series 2012C Bonds, could be subject to a rating downgrade. Furthermore, if a significant default or other financial crisis should occur in the affairs of the United States or of any of its agencies or political subdivisions, then such event could also adversely affect the market for and ratings, liquidity, and market value of outstanding debt obligations, such as the Series 2012C Bonds.

FINANCIAL ADVISOR

Morgan Keegan & Company, Inc., or its successor in interest ("Morgan Keegan") has been employed as Financial Advisor in connection with the issuance of the Series 2012C Bonds. Morgan Keegan will solicit bids for the purchase of the Series 2012C Bonds. Morgan Keegan's fee for services rendered with respect to the sale of the Series 2012C Bonds is contingent upon the issuance and delivery thereof.

Raymond James & Associates, Inc. ("Raymond James"), acquired all of the stock of Morgan Keegan from Regions Financial Corporation. Morgan Keegan and Raymond James are each registered broker-dealers. Both Morgan Keegan and Raymond James are wholly owned subsidiaries of Raymond James Financial, Inc. ("RJF") and, as such, are affiliated broker-dealer companies under the common control of RJF, utilizing the trade name "Raymond James | Morgan Keegan" that appears on the cover of this Preliminary Official Statement. It is anticipated that the businesses of Raymond James and Morgan Keegan will be combined.

UNDERWRITING

_____ (the "Underwriter") has agreed to purchase the Series 2012C Bonds from the Issuer at a purchase price equal to \$_____, which represents the aggregate principal amount of the Series 2012C Bonds less the Underwriter's discount. The Underwriter is committed to purchase all of the Series 2012C Bonds if any are purchased.

MISCELLANEOUS

The references herein to the Act, the Indenture, as supplemented and amended, and the Assistance Agreements are brief outlines of certain provisions thereof and do not purport to be complete. For full and complete statements of the provisions thereof, reference is made to the Act, the Indenture, as supplemented and amended, and the Assistance Agreements. Copies of such documents are on file at the offices of the Financial Advisor and at the office of the Trustee.

The agreement of the Issuer with the Bondowners is fully set forth in the Indenture, and neither any advertisement of the Bonds nor this Official Statement is to be construed as constituting an agreement with the purchaser of the Series 2012C Bonds. Statements made in this Official Statement involving estimates, projections or matters of opinion, whether or not expressly so stated, are intended merely as such and not as representations of fact.

The Issuer certifies that to its best knowledge and belief, this Official Statement, insofar as it pertains to the Issuer and the borrowers and their financial condition, is true and correct as of its date, and does not contain any untrue statement of a material fact, or 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. All information contained in the Official Statement, other than that provided by the Issuer or its borrowers, is subject in all respects, to the complete body of information contained in the original sources thereof and no guaranty, warranty or other representation is made concerning the accuracy or completeness of such information. In particular, no opinion or representation is rendered as to whether any projection will approximate actual results, and all opinions, estimates and assumptions, whether or not expressly identified as such, should not be considered statements of fact.

Upon delivery of the Series 2012C Bonds, the purchaser thereof will be furnished with certificates of the Issuer certifying that (i) at the time of the sale of the Series 2012C Bonds and all times subsequent thereto, up to and including the time of delivery of the Series 2012C Bonds, the Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (ii) the proceeds for the purchase of the Series 2012C Bonds have been received; (iii) the Series 2012C Bonds have been duly executed by appropriate officers of the Issuer; (iv) no litigation of any nature is pending, threatened or enjoining the issuance and delivery of the Series 2012C Bonds; (v) neither the corporate existence nor the title of the signers to their respective offices is being contested; and (vi) no authority or proceedings for the issuance of the Series 2012C Bonds have been repealed, revoked or rescinded.

This Official Statement has been duly approved, executed and delivered by the Issuer on the date as set forth on the front cover of this Official Statement. The Cover Page hereof and the

Appendices hereto are integral parts of this Official Statement and must be read together with all of the foregoing statements.

**KENTUCKY RURAL WATER FINANCE
CORPORATION**

By */s/ Larry Herald*
President

Attest:

By */s/ Gary Larimore*
Secretary

APPENDIX A

**Kentucky Rural Water Finance Corporation
Flexible Term Finance Program
Debt Service Reserve and Program Summary**

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**KENTUCKY RURAL WATER FINANCE CORPORATION
FLEXIBLE TERM FINANCE PROGRAM
PROGRAM PARTICIPANT SUMMARY**

Participants - Loan Summary	Series	Original Par	Outstanding	Delivery Date	Maturity Date
Allen County Water District	Series 2001 A	\$401,000	\$242,000	June 27, 2001	February 1, 2022
City of Lawrenceburg (formerly Alton WS)	Series 2001 A	340,000	1,000	June 27, 2001	February 1, 2022
Big Sandy Water District	Series 2001 A	793,000	517,000	June 27, 2001	February 1, 2023
City of Burgin	Series 2001 A	172,000	121,000	June 27, 2001	February 1, 2026
Cannonsburg Water District	Series 2001 A	416,000	312,000	June 27, 2001	February 1, 2025
City of Flatwoods	Series 2001 A	461,000	264,000	June 27, 2001	February 1, 2020
Jessamine County Water District	Series 2001 A	376,000	256,000	June 27, 2001	February 1, 2024
Meade County Water District	Series 2001 A	605,000	407,000	June 27, 2001	February 1, 2024
Nebo Water District	Series 2001 A	343,000	96,000	June 27, 2001	February 1, 2025
Pendleton County Water District	Series 2001 A	374,000	245,000	June 27, 2001	February 1, 2024
South Woodford Water District	Series 2001 A	408,000	219,000	June 27, 2001	February 1, 2020
West Shelby Water District	Series 2001 A	626,000	400,000	June 27, 2001	February 1, 2023
City of Grand Rivers	Series 2001 B	822,000	510,000	December 19, 2001	February 1, 2022
North Hopkins Water District	Series 2001 B	183,000	0	December 19, 2001	February 1, 2012
Bullock Pen Water District	Series 2001 C	341,000	254,000	May 15, 2002	February 1, 2027
Bullock Pen Water District	Series 2001 C	374,000	281,000	May 15, 2002	February 1, 2027
Grant Co. Sanitation Dist. (formerly City of Crittenden)	Series 2001 D	1,566,000	1,043,000	September 25, 2002	February 1, 2023
Grayson County Water District	Series 2001 D	364,000	44,000	September 25, 2002	February 1, 2013
Henry County Water District #2	Series 2001 D	900,000	433,000	September 25, 2002	February 1, 2018
City of Fulton	Series 2001 E	1,291,000	948,000	December 18, 2002	February 1, 2027
Green River Valley Water District	Series 2001 E	519,000	242,000	December 18, 2002	February 1, 2018
City of Eddyville	Series 2001 F	1,250,000	0	May 28, 2003	February 1, 2005
Bullock Pen Water District	Series 2001 G	460,000	217,000	June 30, 2003	February 1, 2018
East Clark Water District	Series 2001 G	262,000	30,000	June 30, 2003	February 1, 2013
City of White Plains	Series 2001 G	73,000	8,000	June 30, 2003	February 1, 2013
Grayson Utilities Commission	Series 2001 H	500,000	285,000	March 3, 2004	February 1, 2025
City of Oak Grove	Series 2001 H	615,000	425,000	March 3, 2004	February 1, 2020
Bullock Pen Water District	Series 2002 A	574,000	320,000	July 31, 2002	February 1, 2021
East Clark Water District	Series 2002 A	219,000	148,000	July 31, 2002	February 1, 2024
Estill County Water District	Series 2002 A	230,000	120,000	July 31, 2002	February 1, 2020
City of Lewisburg	Series 2002 A	617,000	420,000	July 31, 2002	February 1, 2026
Webster County Water District	Series 2002 B	1,375,000	390,000	October 30, 2002	August 1, 2014
Boyd County Sanitation District #4	Series 2003 A	2,274,000	1,864,000	March 25, 2003	February 1, 2033
City of Butler	Series 2003 A	213,000	115,000	March 25, 2003	February 1, 2019
East Laurel Water District	Series 2003 A	318,000	225,000	March 25, 2003	February 1, 2025
Henry County Water District #2	Series 2003 A	2,978,000	2,409,000	March 25, 2003	February 1, 2033
Warren County Water District	Series 2003 A	2,458,000	1,815,000	March 25, 2003	February 1, 2028
Wood Creek Water District	Series 2003 A	299,000	192,000	March 25, 2003	February 1, 2022
Henderson County Water District	Series 2003 B	955,000	280,000	August 28, 2003	February 1, 2015
Green River Valley Water District	Series 2003 C	2,166,200	1,118,600	October 29, 2003	February 1, 2019
City of Hardinsburg	Series 2003 C	654,400	283,800	October 29, 2003	February 1, 2018
City of Morehead	Series 2003 C	2,341,100	1,330,500	October 29, 2003	February 1, 2021
Simpson County Water District	Series 2003 C	913,300	394,300	October 29, 2003	February 1, 2020
Warren County Water District	Series 2003 C	499,600	338,700	October 29, 2003	February 1, 2025
Wood Creek Water District	Series 2003 C	1,345,400	609,100	October 29, 2003	February 1, 2022
City of Hardinsburg (refunding of '88)	Series 2004 A	773,000	627,000	March 24, 2004	February 1, 2028
City of Hardinsburg (refunding of '90)	Series 2004 A	1,702,000	1,257,000	March 24, 2004	February 1, 2028
City of Harrodsburg	Series 2004 A	2,877,000	1,324,000	March 24, 2004	February 1, 2020
City of Hodgenville	Series 2004 A	1,249,000	885,000	March 24, 2004	February 1, 2027
City of Irvine	Series 2004 A	1,635,000	925,000	March 24, 2004	February 1, 2020
City of Lebanon	Series 2004 A	745,000	436,000	March 24, 2004	February 1, 2030
McCreary County Water District	Series 2004 A	2,050,000	1,456,000	March 24, 2004	February 1, 2030
City of Morehead	Series 2004 A	741,000	447,000	March 24, 2004	February 1, 2021
Muhlenberg County Water District	Series 2004 A	1,234,000	496,000	March 24, 2004	February 1, 2018
City of Pikeville	Series 2004 A	2,639,000	1,677,000	March 24, 2004	February 1, 2024
Christian Co. Water District	Series 2004 B	2,305,000	1,791,000	April 27, 2004	February 1, 2029
Edmonson Co. Water District	Series 2004 B	2,654,000	2,014,000	April 27, 2004	February 1, 2029
Grayson County Water District	Series 2004 B	3,136,000	2,107,000	April 27, 2004	February 1, 2027
Green River Valley Water District	Series 2004 B	3,567,000	2,128,000	April 27, 2004	February 1, 2028
Green Taylor Water District	Series 2004 B	2,610,000	2,000,000	April 27, 2004	February 1, 2027
City of Jamestown	Series 2004 B	1,377,000	943,000	April 27, 2004	February 1, 2027
City of Oak Grove	Series 2004 B	1,871,000	1,437,000	April 27, 2004	February 1, 2028
City of Springfield	Series 2004 B	1,137,000	895,000	April 27, 2004	February 1, 2029
Wood Creek Water District	Series 2004 B	1,318,000	1,030,000	April 27, 2004	February 1, 2030
Total Page 1		70,885,000	44,048,000		

KENTUCKY RURAL WATER FINANCE CORPORATION
FLEXIBLE TERM FINANCE PROGRAM
PROGRAM PARTICIPANT SUMMARY

Participants - Loan Summary	Series	Original Par	Outstanding	Delivery Date	Maturity Date
Muhlenberg County Water District	Series 2004 C	1,030,000	0	October 19, 2004	August 1, 2005
City of Albany	Series 2004 D	2,334,000	1,394,000	October 19, 2004	February 1, 2028
Big Sandy Water District	Series 2004 D	732,000	545,000	October 19, 2004	February 1, 2029
Bullock Pen Water District	Series 2004 D	98,000	50,000	October 19, 2004	February 1, 2019
Cavland Environmental Authority	Series 2004 D	2,096,000	1,442,000	October 19, 2004	February 1, 2027
Crittenden-Livingston Water District	Series 2004 D	4,998,000	4,050,000	October 19, 2004	February 1, 2029
Green River Valley Water District	Series 2004 D	1,598,000	1,073,000	October 19, 2004	February 1, 2024
Muhlenberg County Water District	Series 2004 D	1,820,000	1,086,000	October 19, 2004	February 1, 2021
Western Fleming County Water District	Series 2004 D	310,000	164,000	October 19, 2004	February 1, 2019
West McCracken County Water District	Series 2004 D	900,000	618,000	October 19, 2004	February 1, 2024
Muhlenberg County Water District	Series 2005 A	1,080,000	0	July 28, 2005	August 1, 2006
Bullock Pen Water District	Series 2005 B	290,000	244,000	October 19, 2005	February 1, 2031
Bullock Pen Water District	Series 2005 B	514,000	432,000	October 19, 2005	February 1, 2031
Cumberland County Water District	Series 2005 B	107,000	89,000	October 19, 2005	February 1, 2031
Wood Creek Water District	Series 2005 B	3,594,000	3,025,000	October 19, 2005	February 1, 2031
Carroll County Water District	Series 2005 C	829,000	236,000	October 19, 2005	February 1, 2014
Christian Co. Water District	Series 2005 C	3,281,000	2,691,000	October 19, 2005	February 1, 2030
City of Mt. Vernon	Series 2005 D	944,000	0	December 22, 2005	February 1, 2007
Big Sandy Water District	Series 2005 D	316,000	0	December 22, 2005	February 1, 2007
Henderson County Water District	Series 2006 A	4,692,000	3,972,000	April 11, 2006	February 1, 2026
Warren County Water District	Series 2006 A	3,098,000	2,778,000	April 11, 2006	February 1, 2030
Henry County Water District #2	Series 2006 B	514,000	0	April 25, 2006	February 1, 2007
City of Edmonton	Series 2006 B	366,000	0	April 25, 2006	February 1, 2007
Bracken County Water District	Series 2006 C	2,785,000	0	April 25, 2006	August 1, 2007
City of Shepherdsville	Series 2006 D	5,385,000	4,695,000	May 31, 2006	August 1, 2031
Muhlenberg County Water District	Series 2006 E	1,745,000	0	July 31, 2006	February 1, 2007
Bracken County Water District	Series 2006 F	300,000	0	October 17, 2006	August 1, 2007
Big Sandy Water District	Series 2007 A	931,000	763,000	January 30, 2007	February 1, 2027
City of Corydon Sewer System	Series 2007 A	809,000	711,000	January 30, 2007	February 1, 2033
Georgetown Municipal Water & Sewer System	Series 2007 A	7,161,000	5,870,000	January 30, 2007	February 1, 2027
Nebo Water District	Series 2007 A	168,000	123,000	January 30, 2007	February 1, 2021
South Woodford Water District	Series 2007 A	490,000	427,000	January 30, 2007	February 1, 2032
Wood Creek Water District	Series 2007 A	2,086,000	1,876,000	January 30, 2007	February 1, 2036
Muhlenberg County Water District	Series 2007 B	1,790,000	0	January 31, 2007	August 1, 2007
Henry County Water District #2	Series 2007 B	526,000	0	January 31, 2007	February 1, 2008
City of Mt. Vernon	Series 2007 B	1,004,000	0	January 31, 2007	February 1, 2008
Cavland Environmental Authority	Series 2007 C	410,000	0	March 15, 2007	February 1, 2009
Crittenden-Livingston Water District	Series 2007 C	2,680,000	0	March 15, 2007	February 1, 2009
Bracken County Water District	Series 2007 D	3,350,000	2,880,000	July 30, 2007	August 1, 2027
Muhlenberg County Water District	Series 2007 D	1,895,000	1,635,000	July 30, 2007	August 1, 2027
Henry County Water District #2	Series 2008 A	500,000	0	January 30, 2008	February 1, 2009
Green River Valley Water District	Series 2008 A	260,000	0	January 30, 2008	February 1, 2010
Greenup County Environmental Commission	Series 2008 B	5,615,000	5,045,000	March 6, 2008	February 1, 2034
Barkley Lake Water District	Series 2008 C	3,060,000	2,700,000	May 29, 2008	February 1, 2037
Crittenden-Livingston Water District	Series 2008 C	1,920,000	1,565,000	May 29, 2008	February 1, 2030
Edmonson County Water District	Series 2008 C	830,000	630,000	May 29, 2008	February 1, 2022
Rattlesnake Ridge Water District	Series 2008 C	665,000	545,000	May 29, 2008	February 1, 2025
City of Springfield	Series 2008 C	825,000	490,000	May 29, 2008	February 1, 2017
City of Burkesville	Series 2008 D	1,170,000	0	June 19, 2008	August 1, 2009
Cavland Environmental Authority	Series 2009 A	430,000	0	January 29, 2009	February 1, 2011
Crittenden-Livingston Water District	Series 2009 A	2,720,000	0	January 29, 2009	February 1, 2011
Bracken County Water District	Series 2009 B	1,250,000	0	April 2, 2009	February 1, 2010
Irvine Municipal Utilities	Series 2009 B	450,000	0	April 2, 2009	February 1, 2010
Nicolas County Water District	Series 2009 B	570,000	0	April 2, 2009	February 1, 2010
Trimble County Water District	Series 2009 B	950,000	0	April 2, 2009	February 1, 2010
Troublesome Creek Water District	Series 2009 B	500,000	0	April 2, 2009	February 1, 2010
Irvine Municipal Utilities	Series 2009 C	300,000	180,000	August 4, 2009	August 1, 2014
Grayson County Water District	Series 2009 C	380,000	325,000	August 4, 2009	August 1, 2021
Richmond Water Gas & Sewer	Series 2009 C	6,280,000	4,355,000	August 4, 2009	August 1, 2015
Green River Valley Water District	Series 2010 A	5,080,000	0	January 28, 2010	February 1, 2011
Cavland Environmental Authority	Series 2010 A	370,000	0	January 28, 2010	February 1, 2011
Nicolas County Water District	Series 2010 A	585,000	0	January 28, 2010	February 1, 2011
Total Page 2		103,766,000	58,704,000		

**KENTUCKY RURAL WATER FINANCE CORPORATION
FLEXIBLE TERM FINANCE PROGRAM
PROGRAM PARTICIPANT SUMMARY**

Participants - Loan Summary	Series	Original Par	Outstanding	Delivery Date	Maturity Date
City of Hawesville	Series 2010 B	1,063,000	927,000	May 13, 2010	February 1, 2024
City of Hopkinsville	Series 2010 B	3,588,000	3,288,000	May 13, 2010	February 1, 2030
Henry County Water District #2	Series 2010 B	5,663,000	5,235,000	May 13, 2010	February 1, 2028
City of Mt. Vernon	Series 2010 B	2,428,000	2,240,000	May 13, 2010	February 1, 2028
City of Richmond	Series 2010 B	2,318,000	2,070,000	May 13, 2010	February 1, 2021
East Clark County Water District	Series 2010 C	740,000	700,000	June 10, 2010	February 1, 2030
City of Manchester	Series 2010 C	2,175,000	1,960,000	June 10, 2010	February 1, 2030
North Mercer Water District	Series 2010 C	1,790,000	1,650,000	June 10, 2010	February 1, 2032
North Nelson Water District	Series 2010 C	1,595,000	1,475,000	June 10, 2010	February 1, 2028
City of Sturgis	Series 2010 C	800,000	625,000	June 10, 2010	February 1, 2024
City of Louisa	Series 2010 D	1,025,000	930,000	November 4, 2010	August 1, 2024
North Hopkins Water District	Series 2010 D	1,245,000	1,230,000	November 4, 2010	August 1, 2023
Bullitt County Sanitation District	Series 2010 D	430,000	410,000	November 4, 2010	August 1, 2030
Central City	Series 2011 A	7,495,000	0	February 28, 2011	February 1, 2012
Nicholas County Water District	Series 2011 A	605,000	0	February 28, 2011	February 1, 2012
City of Paintsville	Series 2011 B	2,045,000	1,895,000	April 12, 2011	February 1, 2026
Caveland Environmental Authority	Series 2011 B	855,000	835,000	April 12, 2011	February 1, 2031
East Clark County Water District	Series 2011 C	520,000	520,000	November 10, 2011	August 1, 2031
City of Somerset	Series 2011 C	5,000,000	5,000,000	November 10, 2011	August 1, 2036
Central City	Series 2012 A	5,090,000	5,090,000	January 31, 2012	February 1, 2013
Carroll County Water District #1	Series 2012 B	3,785,000	3,785,000	March 28, 2012	February 1, 2039
Simpson County Water District	Series 2012 B	1,575,000	1,575,000	March 28, 2012	February 1, 2033
South Anderson Water District	Series 2012 B	2,040,000	2,040,000	March 28, 2012	February 1, 2040
Warren County Water District	Series 2012 B	2,095,000	2,095,000	March 28, 2012	February 1, 2039
Christian County Water District	Series 2012 C	3,000,000	3,000,000	April 19, 2012	February 1, 2038
City of Dawson Springs	Series 2012 C	975,000	975,000	April 19, 2012	February 1, 2028
Jessamine South Elkhorn Water and Sewer	Series 2012 C	1,715,000	1,715,000	April 19, 2012	February 1, 2039
City of Springfield	Series 2012 C	2,585,000	2,585,000	April 19, 2012	February 1, 2040
Total Page 3		64,240,000	53,850,000		
Total of Pages 1, 2 and 3		238,891,000	156,602,000		

Debt Service Reserve	Original Par Amount	Bonds Outstanding	Reserve @ Maturity	Delivery Date	Maturity Date
Debt Service Reserve Funded by 2001 I	\$3,610,000	\$3,610,000	\$3,610,000	March 3, 2004	February 1, 2034
Cash Contribution to Debt Service Reserve	-	-	122,631.70		
Debt Service Reserve Funded by 2003 A	265,000.00	265,000.00	225,000.00	May 28, 2003	February 1, 2037
Debt Service Reserve Funded by 2004 B	1,000,000.00	1,000,000.00	1,050,000.00	April 27, 2004	February 1, 2034
Debt Service Reserve Funded by 2004 D	274,000.00	253,000.00	253,000.00	October 19, 2004	February 1, 2029
Debt Service Reserve Funded by 2005 B	350,000.00	350,000.00	350,000.00	October 19, 2005	February 1, 2035
Debt Service Reserve Funded by 2006 D	380,000.00	380,000.00	380,000.00	May 31, 2006	August 1, 2035
Debt Service Reserve Funded by 2007 A	710,000.00	710,000.00	675,000.00	January 30, 2007	February 1, 2040
Debt Service Reserve Funded by 2007 D	325,000.00	325,000.00	325,000.00	July 30, 2007	August 1, 2031
Debt Service Reserve Funded by 2010 B	1,210,000.00	1,210,000.00	1,220,000.00	May 13, 2010	February 1, 2034
Debt Service Reserve Funded by 2010 C	515,000.00	515,000.00	515,000.00	June 10, 2010	February 1, 2036
Debt Service Reserve Funded by 2010 D	190,000.00	190,000.00	195,000.00	November 4, 2010	August 1, 2034
Debt Service Reserve Funded by 2011 B	230,000.00	230,000.00	230,000.00	April 5, 2011	February 1, 2035
Debt Service Reserve Funded by 2011 C	415,000.00	415,000.00	415,000.00	November 10, 2011	August 1, 2040
Debt Service Reserve Funded by 2012 B	495,000.00	495,000.00	495,000.00	March 28, 2012	February 1, 2044
Debt Service Reserve Funded by 2012 C	450,000.00	450,000.00	450,000.00	March 30, 2012	February 1, 2044
Total	\$10,419,000	\$10,398,000	\$10,510,632		
Total Bonds Issued To Date:	\$249,310,000				
Total Bonds Outstanding:		\$167,000,000			

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APPENDIX B

Demographic and Financial Information of the Series 2012C Participants

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CHRISTIAN COUNTY WATER DISTRICT

Christian County Water District is located in Hopkinsville, Kentucky. Christian County had a population of 81,334 in 2010, and Hopkinsville had a population of 32,095 in 2009. Hopkinsville is 210 miles from Lexington, Kentucky, 168 miles from Louisville, Kentucky, 71 miles from Nashville, Tennessee, and 272 miles from Cincinnati, Ohio.

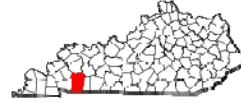
Economic Statistics for the year 2011

Per Capita Income ⁽²⁾	\$28,403	Employment	26,894
Median Family Income ⁽²⁾	\$35,785	Civilian Labor Force	29,514
Average Weekly Wage ⁽¹⁾	\$703	Unemployment Rate	8.90%

⁽¹⁾ Data from 2010

⁽²⁾ Data from 2009

2015	2020	2025	2030
91,158	98,768	106,897	115,451



Source: Kentucky Department of Economic Development and the Bureau of Economic Analysis

Customer Breakdown

WATER			
Year	Residential	Commercial/ Other	Total
2011	5,506	252	5,758
2010	5,446	249	5,695
2009	5,393	247	5,640
2008	5,275	241	5,516
2007	5,172	237	5,409

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
Hopkinsville Water EA	\$19,667.60	43,264,694	11.91%
Res Care Outwood	\$66,872.71	8,794,400	2.42%
Pennyrite Forest	\$24,336.24	3,611,000	0.99%
Fox Creek Cattle	\$9,329.61	1,381,000	0.38%
Individual	\$6,206.10	920,700	0.25%
Totals:	\$126,412.26	57,971,794	15.95%

* gallons

Rate Schedule

5/8" Inch Meter	
Monthly Rate	
Minimum	\$16.00 minimum
Plus	\$6.49 per 1,000 gallons

2" Meter	
Monthly Rate	
First 50,000 gallons	\$340.50 minimum
Over 50,000 gallons	\$6.49 per 1,000 gallons

1" Meter	
Monthly Rate	
First 5,000 gallons	\$48.45 minimum
Over 5,000 gallons	\$6.49 per 1,000 gallons

4" Meter	
Monthly Rate	
First 100,000 gallons	\$665.00 minimum
over 100,000 gallons	\$6.49 per 1,000 gallons

Rates effective as of 3/5/10

1 1/2" Meter	
Monthly Rate	
First 10,000 gallons	\$80.90 minimum
Over 10,000 gallon	\$6.49 per 1,000 gallons

Debt Coverage Analysis

	Proforma	2010	2009	2008	2007
Operating Income	\$3,287,780	\$3,287,780	\$2,902,196	\$2,739,028	\$2,724,040
Less: Operating Expenses	\$2,277,794	\$2,277,794	\$1,795,001	\$1,897,320	\$1,807,987
Operating Income	\$1,009,986	\$1,009,986	\$1,107,195	\$841,708	\$916,053
Plus: Interest Income	\$27,189	\$27,189	\$25,870	\$41,032	\$39,299
Available Revenues	\$1,037,175	\$1,037,175	\$1,133,065	\$882,740	\$955,352
Maximum Annual Debt Service	\$772,068	\$786,413	\$786,413	\$676,293	\$676,293
Debt Coverage	1.34	1.32	1.44	1.31	1.41

**CHRISTIAN COUNTY WATER DISTRICT
BALANCE SHEET**

	December 31,			
	2010	2009	2008	2007
ASSETS				
Cash	\$287,354	\$307,455	\$293,945	\$317,198
Accounts Receivable	647,607	548,607	598,923	583,708
Allowance for Uncollectable Accounts	(141,936)	(135,024)	(125,618)	(107,598)
Inventory	233,137	285,413	261,828	304,808
Prepaid expenses	12,133	14,823	16,001	13,457
Restricted Assets	1,742,526	1,676,307	1,252,290	1,212,627
Property Plant and Equipment	16,675,375	16,850,831	16,713,304	14,916,298
Deposits	115	115	115	115
Deferred charges	82,738	87,152	91,565	95,977
Total Assets	\$19,539,049	\$19,635,679	\$19,102,353	\$17,336,590
LIABILITIES AND FUND EQUITY				
Liabilities				
Accounts Payable	\$182,449	\$205,643	\$261,293	\$166,201
Accrued Wages	18,347	16,633	13,429	1,822
Customer deposits	50,525	48,775	46,175	45,936
Interest payable	222,574	83,446	81,683	82,919
Notes payable - current	5,000	5,000	5,268	8,500
Long term debt - current	292,500	261,000	253,500	241,000
Long Term Debt Obligations	9,755,385	10,045,624	9,652,387	8,705,600
Notes payable	373,000	378,000	383,000	390,189
Compensated absences	30,070	54,267	62,448	58,783
Total Liabilities	\$10,929,850	\$11,098,388	\$10,759,183	\$9,700,950
Fund Equity				
Contributed Capital	\$6,249,490	\$6,161,207	\$6,419,149	\$5,571,009
Restricted	1,742,525	1,676,307	1,252,290	1,212,627
Unrestricted	617,184	699,777	671,731	852,004
Total Fund Equity	\$8,609,199	\$8,537,291	\$8,343,170	\$7,635,640
Total Liabilities and Equity	\$19,539,049	\$19,635,679	\$19,102,353	\$17,336,590

STATEMENT OF INCOME

	For Fiscal Year ending December 31,			
	2010	2009	2008	2008
OPERATING REVENUES				
Water Sales	\$3,186,666	\$2,803,866	\$2,654,388	\$2,640,812
Other Revenues	101,114	98,330	84,640	83,228
Total Operating Revenues:	\$3,287,780	\$2,902,196	\$2,739,028	\$2,724,040
OPERATING EXPENSES				
Water purchased	\$1,127,011	\$731,648	\$842,340	\$850,707
Salaries	525,684	500,158	498,261	437,507
Maintenance and repairs	79,420	44,248	41,678	53,175
Insurance	150,607	141,014	129,360	111,266
Rental expense	571	200	302	5,742
Electricity for pumping	65,607	71,581	72,806	59,447
Professional services	38,273	45,168	38,188	28,803
Office supplies and expense	93,068	83,608	80,726	75,414
Operating materials and supplies	29,701	35,301	31,112	52,874
Payroll taxes and fringe benefits	119,125	108,769	113,768	96,262
Transportation expenses	48,727	33,306	48,779	36,790
Total Operating Expenses:	\$2,277,794	\$1,795,001	\$1,897,320	\$1,807,987
Income Before Depreciation and Non-Operating Revenue (expenses)	\$1,009,986	\$1,107,195	\$841,708	\$916,053
Depreciation	529,227	457,110	446,000	437,201
Operating Income	\$480,759	\$650,085	\$395,708	\$478,852
NON-OPERATING REVENUES (EXPENSES)				
Interest Income	\$27,189	\$25,870	\$41,032	\$39,299
Gain/Loss on disposal of asset	(325,926)	(542,183)	(84,695)	(8,522)
Write up/down of inventory	(24,548)	20,446	(59,108)	-
Interest expense	(588,618)	(412,911)	(409,972)	(422,822)
Reimbursement	(9,886)	-	-	-
Amortization	(4,413)	(4,413)	(3,063)	(3,063)
Unrealized gain/loss on investments	1,103	2,360	11,897	(12,532)
Total non-operating revenues (expenses)	(\$925,099)	(\$910,831)	(\$503,909)	(\$407,640)
Net Income (Loss)	(\$444,340)	(\$260,746)	(\$108,201)	\$71,212
Capital grants and contributions	510,848	454,867	815,731	439,723
Change in net assets, carried forward	66,508	194,121	707,530	510,935
Change in net assets, brought forward	71,908	194,121	707,530	510,935
Net assets beginning of year	8,537,291	8,343,170	7,635,640	7,124,705
Net assets end of year	8,609,199	8,537,291	8,343,170	7,635,640

Source: Fiscal years 2007-2010 on both the Balance Sheet and Statement of Income taken from the District's audited financial statements and summarized by the Financial Advisor.

City of Dawson Springs

The City of Dawson Springs with an estimated population of 2,884 in 2009, is located in Hopkins County, which had an estimated population of 46,130 people in the year 2010. Dawson Springs is 201 miles from Lexington, Kentucky, 159 miles from Louisville, Kentucky, 97 miles from Nashville, Tennessee, and 262 miles from Cincinnati, Ohio.

Economic Statistics for the year 2011

Per Capita Income ⁽¹⁾	\$31,151
% change over 5 year period	27.2%
Median Family Income	\$36,518
Average Weekly Wage ⁽¹⁾	\$748

Employment	20,575
Civilian Labor Force	22,404
Unemployment Rate	7.3%

Population Projections (Hopkins County)

2015	2020	2025	2030
46,823	46,951	46,898	46,759

⁽¹⁾ Data from 2010

Source: Kentucky Department of Economic Development



Customer Breakdown

Year	WATER		Total
	Residential	Commercial/Other	
2010	859	158	1,017
2009	877	158	1,035
2008	887	166	1,053
2007	899	161	1,060
2006	917	167	1,084

Year	SEWER		Total
	Residential	Commercial/Other	
2010	732	142	874
2009	746	140	886
2008	757	145	902
2007	769	143	912
2006	781	140	921

Five Largest Customers

Customer	WATER		
	Annual Sales	Annual Usage	% of Total Usage
South Hopkins Water District	\$564,491	306,417,000	80.22%
D.S. Housing Authority	\$34,239	3,545,901	0.93%
Dairy Queen	\$7,145	1,995,364	0.52%
Rosedale Ct. Apts.	\$8,756	1,659,684	0.43%
Dawson Village Apts.	\$9,116	1,683,309	0.44%
	\$623,747	315,301,258	82.54%

Customer	SEWER		
	Annual Sales	Annual Usage	% of Total Usage
D.S. Housing Authority	\$41,992	3,545,901	6.18%
Dairy Queen	\$9,135	1,995,364	3.48%
Rosedale Ct. Apts.	\$10,287	1,659,684	2.89%
Dawson Village Apts.	\$10,572	1,623,309	2.83%
Outwood	\$23,911	698,299	1.22%
	\$95,897	9,522,557	

Water Rates

	Monthly Rate
First 267 cubic feet	\$12.84 minimum
Next 401 cf	\$0.0415 per cubic foot
Next 2,006 cf	\$0.3508 per cubic foot
Next 4,011 cf	\$0.2990 per cubic foot
All over 6,685 cf	\$0.0250 per cubic foot

Rates effective as of 6/1/09

Sewer Rates

	Monthly Rate
First 267 cubic feet	\$14.39 minimum
Next 401 cf	\$0.0488 per cubic foot
Next 2,006 cf	\$0.0440 per cubic foot
Next 4,011 cf	\$0.3828 per cubic foot
All over 6,685 cf	\$0.0322 per cubic foot

Debt Coverage Analysis

	Proforma	2010	2009	2008
Operating Income	\$1,350,252	\$1,350,252	\$1,169,577	\$1,179,458
Less: Operating Expenses	971,384	971,384	934,341	892,502
Operating Income	\$378,868	\$378,868	\$235,236	\$286,956
Plus: Interest Income	2,337	2,337	6,057	21,767
Available Revenues	\$381,205	\$381,205	\$241,293	\$308,723
Current Maximum Annual Debt Service	\$237,975	\$246,941	\$246,748	\$246,748
Parity Debt Coverage	1.60	1.54	0.98	1.25

City of Dawson Springs

	June 30,		
	2010	2009	2008
Assets			
Current Assets:			
Cash and cash equivalents	\$88,417	\$2,840	\$106,170
Receivables:			
Customers	117,627	111,622	101,915
Landfill fees	18,336	18,875	19,484
Utility Tax	1,074	1,041	846
South Hopkins Water District	51,042	56,492	36,488
Supplies inventory	21,484	22,344	21,803
Prepaid Insurance	7,077	6,843	5,833
Restricted Assets:			
Cash	486,213	520,891	490,611
Loan Receivable	169,304	-	328,523
Grants Receivable	-	20,007	-
Capital Assets, net of accumulated depreciation	8,777,179	7,648,475	7,737,839
Bond discount and issuance costs	10,809	13,114	15,419
Total Assets	\$9,748,562	\$8,422,544	\$8,864,931
Liabilities			
Current Liabilities:			
Accounts Payable	1,248	-	-
Construction Accounts Payable	169,304	-	286,019
Retainage Payable	57,173	-	42,503
Accrued Liabilities	25,838	30,224	25,278
Current portion of bond and loan obligations	178,024	172,276	650,064
Customer deposits	61,541	60,294	60,581
Accrued interest payable	37,532	39,648	44,799
Total Current Liabilities	530,660	302,442	1,109,244
Noncurrent portion of bond and loan obligations	2,603,109	2,628,996	2,260,097
Total Liabilities	\$3,133,769	\$2,931,438	\$3,369,341
Equity			
Invested in capital assets, net of related debt	5,949,682	4,860,317	4,514,575
Restricted for:			
Debt Service	130,564	146,866	125,261
Capital Projects	487,421	354,384	693,873
Unrestricted	47,126	129,539	161,881
Total Equity	\$6,614,793	\$5,491,106	\$5,495,590
Total Liabilities and Fund Equity	\$9,748,562	\$8,422,544	\$8,864,931

STATEMENT OF INCOME

	For Fiscal Year ending June 30,		
	2010	2009	2008
OPERATING REVENUES			
Metered residential sales	\$942,640	\$799,285	\$789,963
Sewer service sales	381,984	349,736	359,995
Other operating revenues	25,628	20,556	29,500
Total Operating Revenues:	\$1,350,252	\$1,169,577	\$1,179,458
OPERATING EXPENSES			
Water production	\$577,893	\$546,809	\$508,575
Water distribution	129,220	116,187	117,391
Sewer	145,652	156,290	162,799
General and Administrative	118,619	115,055	103,737
Total Operating Expenses:	971,384	934,341	892,502
Income Before Depreciation and Non-Operating Revenue (expenses)	378,868	235,236	286,956
Depreciation	315,442	312,495	242,481
Operating Income	63,426	(77,259)	\$44,475
Nonoperating revenues			
Interest Income	2,337	6,057	21,767
Interest Expense	(124,109)	(121,640)	(112,434)
Gain on sale of fixed assets	-	-	350
Forgiveness of KIA debt	1,146,920	-	-
Amortization of bond costs	(2,305)	(2,305)	(2,305)
Loss before capital contributions	(1,086,269)	(195,147)	(48,147)
Capital contributions			
Tap fees	500	450	475
facility reserve	-	-	-
capital grants	36,918	190,213	1,986,148
Change in net assets	1,123,687	(4,484)	1,938,476
Total net assets, July 1	\$5,491,106	\$5,495,590	\$3,557,114
Total net assets, June 30	\$6,614,793	\$5,491,106	\$5,495,590

Source: Fiscal years 2009-2011 on both the Balance Sheet and Statement of Income taken from the City's audited financial statements and summarized by the Financial Advisor.

Jessamine South Elkhorn Water District

Jessamine South Elkhorn Water District is located in Jessamine County, which had an estimated population of 48,129 people in the year 2010. Jessamine County is 12 miles from Lexington, Kentucky, 83 miles from Louisville, Kentucky, 214 miles from Nashville, Tennessee, and 98 miles from Cincinnati, Ohio.

Economic Statistics for the year 2011

Per Capita Income ⁽¹⁾	\$30,464
% change over 5 year period	13.6%
Median Family Income	\$46,940
Average Weekly Wage ⁽¹⁾	\$647

Employment	21,533
Civilian Labor Force	23,374
Unemployment Rate	7.9%

Population Projections (Jessamine County)

2015	2020	2025	2030
54,202	60,051	66,227	72,347



⁽¹⁾ Data from 2010

Source: Kentucky Department of Economic Development

Customer Breakdown

Year	WATER		Total
	Residential	Commercial/ Other	
2010	2,545	69	2,614
2009	2,539	66	2,605
2008	2,440	68	2,508
2007	2,353	63	2,416
2006	2,256	60	2,316

Year	SEWER		Total
	Residential	Commercial/ Other	
2010	42	78	120
2009	33	98	131
2008	14	98	112
2007	6	50	56
2006	6	20	26

Five Largest Customers

Customer	WATER		
	Annual Sales	Annual Usage	% of Total Usage
Ramsey Farm	\$32,895	5,090,900	2.30%
Kroger	\$12,490	2,049,100	1.00%
Southland Christian	\$10,564	1,728,100	0.80%
Equestrian Woods	\$7,311	1,166,600	0.60%
Cave Spring Farm	\$6,151	992,890	0.50%
	\$69,412	11,027,590	5.20%

Customer	SEWER		
	Annual Sales	Annual Usage	% of Total Usage
Cracker Barrel	\$25,107	2,510,700	12.50%
Kroger	\$20,491	2,049,100	10.20%
Fuller Group	\$18,814	1,881,400	9.40%
Southland Christian	\$17,281	1,728,100	8.60%
Red Robin	\$10,573	1,057,300	5.00%
	\$92,266	9,226,600	45.70%

Water Rates

5/8 X 3/4 Inch Meter	
	Monthly Rate
First 2000 Gallons	\$24.10 minimum
Next 2000 Gallons	\$6.40 per 1,000 gallons
Next 2000 Gallons	\$6.30 per 1,000 gallons
Next 10,000 Gallons	\$6.20 per 1,000 gallons
Next 8,000 Gallons	\$6.10 per 1,000 gallons
Over 24,000 Gallons	\$6.00 per 1,000 gallons

1 Inch Meter	
	Monthly Rate
First 10,000 gallons	\$74.30 minimum
Next 6,000 gallons	\$6.20 per 1,000 gallons
Next 8,000 gallons	\$6.10 per 1,000 gallons
Over 24,000 gallons	\$2.29 per 1,000 gallons

2 Inch Meter	
	Monthly Rate
First 24,000 gallons	\$160.30 minimum
Over 24,000 gallons	\$6.00 per 1,000 gallons

Rates effective as of 7/5/09

Sewer Rates

5/8 X 3/4 Inch Meter	
	Monthly Rate
First 2,000 gallons	\$20.00 minimum
All over 2,000 gallons	\$10.00 per 1,000 gallons

Debt Coverage Analysis

	Proforma	2010	2009	2008
Operating Income	\$2,407,531	\$2,407,531	\$1,937,987	\$2,085,065
Less: Operating Expenses	2,016,894	2,016,894	1,820,163	1,584,288
Operating Income	\$390,637	\$390,637	\$117,824	\$500,777
Plus: Tap Fees	141,266	141,266	239,121	163,288
Plus: Interest Income	6,791	6,791	12,333	22,938
Available Revenues	\$538,694	\$538,694	\$369,278	\$687,003
Maximum Annual Parity Debt Service	188,724	201,076	145,238	340,427
Parity Debt Coverage	2.85	2.68	2.54	2.02
Subordinate Debt	185,000	185,000	157,998	157,998

**JESSAMINE SOUTH-ELKHORN WATER DISTRICT
CONSOLIDATED STATEMENT OF NET ASSETS**

	December 31,		
	2010	2009	2008
ASSETS			
Current Assets			
Cash and cash equivalents unrestricted	\$389,092	\$257,030	\$537,260
Accounts Receivable	132,013	103,403	141,928
Prepaid Expenses	11,828	11,603	11,381
Due from other funds	-	-	4,290,291
Cash and cash equivalents restricted	952,258	909,278	967,331
Total cash and current assets	1,485,191	1,281,314	5,948,191
Capital Assets			
Land Improvements and construction in progress:	50,563	5,045,177	12,599,854
Other capital assets, net of depreciation	20,053,620	12,908,513	(3,436,537)
Total capital assets	20,104,183	17,953,690	9,163,317
Other non-current assets			
Unamortized bond costs	61,873	38,674	48,719
Total Assets	21,651,247	19,273,678	15,160,227
LIABILITIES AND FUND EQUITY			
Current Liabilities			
Accounts Payable	\$336,026	\$150,147	\$322,085
Accrued Interest	1,172	-	2,191
Payroll taxes payable	22,915	1,028	-
Customer Deposits	31,989	15,610	29,635
Interest Payable	30,826	41,960	-
Total current liabilities	422,928	208,745	353,911
Current portion of debt			
Current Notes Payable	126,600	133,056	-
Current bonds payable	34,000	36,500	157,170
Total current portion of LTD	160,600	169,556	157,170
Long term debt			
Notes payable	2,284,001	3,440,501	3,256,012
Bonds payable	3,521,500	2,043,500	2,080,000
Total Long term debt	\$5,805,501	\$5,484,001	\$5,336,012
Total Liabilities	\$6,389,029	\$5,862,302	\$5,847,093
Net Assets			
Investment in Capital assets, net of related debt	\$14,138,082	\$12,300,133	\$7,960,426
Restricted Assets	606,317	462,303	936,100
Unreserved, undesignated net assets	517,819	648,940	416,608
Total Net Assets	\$15,262,218	\$13,411,376	\$9,313,134
Total Liabilities and Fund Equity	\$21,651,247	\$19,273,678	\$15,160,227

STATEMENT OF INCOME

	For Fiscal Year ending December 31,		
	2010	2009	2008
OPERATING REVENUES			
Water and Sewer Charges Collected	\$2,305,880	\$1,877,571	\$2,016,684
Other Fees	101,651	60,416	68,381
Total Operating Revenues:	\$2,407,531	\$1,937,987	\$2,085,065
OPERATING EXPENSES			
Cost of Sales	\$1,203,620	\$973,104	\$1,014,820
Operations and Maintenance	353,699	344,091	382,112
Materials and Supplies	172,099	180,863	42,856
Contractual Services	159,972	191,822	35,096
Utilities, Insurance and Other	127,504	130,283	109,404
Total Operating Expenses:	\$2,016,894	\$1,820,163	\$1,584,288
Income Before Depreciation and Non-Operating Revenue (expenses)	\$390,637	\$117,824	\$500,777
Depreciation	505,445	333,250	298,694
Operating Income	(\$114,808)	(\$215,426)	\$202,083
NON-OPERATING REVENUES (EXPENSES)			
Water and Sewer Tap Fees	141,266	239,121	163,288
Capital Contributions from developers	116,850	1,069,322	0
Capital contributions from grant	594,919	3,178,106	2,614,220
Income from Investments	6,791	12,333	22,938
Interest and amortization expense	(235,075)	(190,454)	(207,668)
Gain on Sales and disposal of capital Assets	(2,346)	(5,738)	-
Total non-operating revenues (expenses)	\$622,405	\$4,302,690	\$2,592,778
Change in Net Assets	\$507,597	\$4,087,264	\$2,794,861

Source: Fiscal years 2008-2010 on both the Balance Sheet and Statement of Income taken from the Water/Sewer District's audited financial statements and summarized by the Financial Advisor.

City of Springfield

The City of Springfield, with an estimated population of 2,782 in 2009, is located in Washington County, which had an estimated population of 11,637 people in the year 2010. Springfield is 56 miles from Lexington, Kentucky, 57 miles from Louisville, Kentucky, 172 miles from Nashville, Tennessee, and 34 miles from Cincinnati, Ohio.

Economic Statistics for the year 2011

Per Capita Income ⁽¹⁾	\$27,220
% change over 5 year period	18.8%
Median Family Income	\$39,742
Average Weekly Wage ⁽¹⁾	\$639

Employment	5,076
Civilian Labor Force	5,554
Unemployment Rate	9.0%

Population Projections

2015	2020	2025	2030
12,121	12,577	12,989	13,370

⁽¹⁾ Data from 2010
Source: Kentucky Department of Economic Development



Customer Breakdown

Year	WATER		Total
	Residential	Commercial/Other	
2010	2,545	69	2,614
2009	2,539	66	2,605
2008	2,440	68	2,508
2007	2,353	63	2,416
2006			

Year	SEWER		Total
	Residential	Commercial/Other	
2009	42	78	120
2008	33	98	131
2007	14	98	112
2006	6	50	56

Five Largest Customers

Customer	WATER		
	Annual Sales	Annual Usage	% of Total Usage
Ramsey Farm	\$32,895	5,090,900	2.30%
Kroger	\$12,490	2,049,100	1.00%
Southland Christian	\$10,564	1,728,100	0.80%
Equestrian Woods	\$7,311	1,166,600	0.60%
Cave Spring Farm	\$6,151	992,890	0.50%
	\$69,412	11,027,590	

Customer	SEWER		
	Annual Sales	Annual Usage	% of Total Usage
Cracker Barrel	\$25,107	2,510,700	12.50%
Kroger	\$20,491	2,049,100	10.20%
Fuller Group	\$18,814	1,881,400	9.40%
Southland Christian	\$17,281	1,728,100	8.60%
Red Robin	\$10,573	1,057,300	5.00%
	\$92,266	9,226,600	

Water Rates

Inside City Limits	
	Monthly Rate
First 1,500 gallons	\$10.03 minimum
Next 3,500	\$3.71 per 1,000 gallons
Next 5,000	\$2.84 per 1,000 gallons
Next 15,000	\$2.33 per 1,000 gallons
All above 25,000	\$2.24 per 1,000 gallons

Outside City Limits	
	Monthly Rate
First 1,500 gallons	\$15.06 minimum
Next 3,500	\$10.83 per 1,000 gallons
Next 5,000	\$4.05 per 1,000 gallons
Next 15,000	\$3.70 per 1,000 gallons
All above 25,000	\$3.22 per 1,000 gallons

Rates effective as of 7/1/11

Sewer Rates

Inside City Limits	
	Monthly Rate
First 1,500 gallons	\$10.10 minimum
Next 3,500	\$4.65 per 1,000 gallons
Next 5,000	\$4.24 per 1,000 gallons
Next 15,000	\$3.95 per 1,000 gallons
Next 25,000	\$3.47 per 1,000 gallons
Next 50,000	\$3.33 per 1,000 gallons
All above 25,000	\$2.79 per 1,000 gallons

Inside City Limits	
	Monthly Rate
First 1,500 gallons	\$15.17 minimum
Next 3,500	\$6.97 per 1,000 gallons
Next 5,000	\$6.38 per 1,000 gallons
Next 15,000	\$5.91 per 1,000 gallons
Next 25,000	\$5.19 per 1,000 gallons
Next 50,000	\$5.00 per 1,000 gallons
All above 25,000	\$4.19 per 1,000 gallons

Debt Coverage Analysis

	Proforma	2011	2010	2009
Operating Income	\$2,694,337	\$2,694,337	\$2,603,294	\$2,787,196
Less: Operating Expenses	1,740,777	1,740,777	1,779,976	1,783,592
Operating Income	\$953,560	\$953,560	\$823,318	\$1,003,604
Plus: Interest Income	30,569	30,569	37,329	37,119
Available Revenues	\$984,129	\$984,129	\$860,647	\$1,040,723
Current Maximum Annual Debt Service	\$684,745	\$697,972	\$697,972	\$697,972
Debt Coverage	1.44	1.41	1.23	1.49

City of Springfield
CONSOLIDATED STATEMENT OF NET ASSETS

	June 30,		
	2011	2010	2009
ASSETS			
Current Assets			
Cash and cash equivalents	\$2,860,853	\$2,598,653	\$2,467,905
Receivables	\$338,933	\$572,515	\$350,211
Due from other governments	35,591	-	-
Inventory	33,552	37,308	34,235
Prepaid Items	5,312	8,613	11,140
Non Current Assets			
Deferred Charges	76,785	96,543	115,556
Water facilities	26,640,928	26,448,691	24,174,619
Sewer Facilities	10,331,833	9,996,721	9,839,720
Construction in progress	184,962	14,750	189,787
Less: Accumulated depreciation	(12,072,807)	(11,125,839)	(10,368,706)
Total Assets	\$28,435,942	\$28,647,955	\$26,814,467
LIABILITIES AND FUND EQUITY			
Current Liabilities			
Accounts Payable	\$278,977	\$450,067	\$248,116
Accrued Payable	15,979	7,357	12,012
Consumer Deposits	215,168	208,063	199,714
Bonds Payable	378,540	344,157	331,618
Bonds Payable, non current	7,558,560	7,903,031	7,873,133
Total Liabilities	\$8,447,224	\$8,912,675	\$8,664,593
Net Assets			
Investment in Capital assets, net of related debt	\$17,147,806	\$17,183,678	\$15,746,225
Reserved for debt service	3,116,146	3,344,602	2,441,485
Reserved for capital projects	259,746	111,005	284,615
Unrestricted	(534,990)	(904,005)	(322,441)
Total Net assets	19,988,708	19,735,280	18,149,884
Total Liabilities and Equity	\$28,435,932	\$28,647,955	\$26,814,477

STATEMENT OF INCOME

	For Fiscal Year ending June 30,		
	2011	2010	2009
OPERATING REVENUES			
Fees Collected	\$2,694,337	\$2,603,294	\$2,787,196
Other operating revenues	-	-	-
Total Operating Revenues:	\$2,694,337	\$2,603,294	\$2,787,196
OPERATING EXPENSES			
Water Expense	\$881,308	\$1,016,578	\$965,368
Disposal Expense	332,019	271,214	331,783
Repairs	112,127	69,197	79,937
Insurance	198,957	201,654	198,884
Payroll taxes	43,293	42,875	43,697
Retirement	100,279	94,508	80,233
Professional Fees	22,237	26,284	27,915
General Expenses	50,557	57,666	55,775
Total Operating Expenses:	\$1,740,777	\$1,779,976	\$1,783,592
Income Before Depreciation and Non-Operating Revenue (expenses)	\$953,560	\$823,318	\$1,003,604
Depreciation	981,729	925,203	905,013
Operating Income	(\$28,169)	(\$101,885)	\$98,591
NON-OPERATING REVENUES (EXPENSES)			
Insurance proceeds	3,287	1,358	4,064
Interest revenue	30,569	37,329	37,119
Grant Revenue	560,173	2,096,242	676,684
Gain on sale of capital assets	2,625	(95,414)	1,836
Contributed revenue	\$47,709	\$0	\$0
Interest expense	(\$342,998)	(\$352,600)	(\$368,854)
Deferred Bond Charges	(19,758)	(19,013)	(19,725)
Total non-operating revenues (expenses)	\$281,607	\$1,667,902	\$331,124
Excess (deficit) of revenues over expenses	\$253,438	\$1,566,017	\$429,715

Source: Fiscal years 2008-2010 on both the Balance Sheet and Statement of Income taken from the City's audited financial statements and summarized by the Financial Advisor.

APPENDIX C

Definitions and Summary of Certain Provisions of the Documents

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DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE DOCUMENTS

The following are summaries of the Indenture and the form of Assistance Agreement. The summaries do not purport to set forth all of the provisions of such documents, to which reference is made for the complete and actual terms thereof.

DEFINITIONS

Set forth below are summary definitions of certain terms used in the summaries of the Indenture and the Assistance Agreement contained in the Official Statement.

"*Act*" means Chapter 58 of the Kentucky Revised Statutes, as amended.

"*Additional Payments*" means the payments so designated and required to be made by a Governmental Agency pursuant to Section 3 of the Assistance Agreement.

"*Administrative Expenses*" means the reasonable and necessary expenses, other than Financing Expenses, incurred by the Issuer in the administration of the Assistance Agreements and the Indenture, including but not limited to fees and costs of paying agents, attorneys, consultants and others.

"*Administrative Fund*" means the fund of that name created and established pursuant to the Indenture.

"*Alternate Credit Facility*" means (1) during the Variable Rate Mode, any irrevocable letter of credit, standby letter of credit, irrevocably committed line of credit, bond purchase agreement, surety bond, bond insurance policy or other instrument, or any combination thereof, issued by a financial institution or insurance organization, the short-term debt or the short-term deposit rating of which institution or organization is in one of the three highest Rating Categories and the credit rating of the long-term debt or the long-term deposit rating of which institution or organization is in one of the two highest Rating Categories of either Standard & Poor's Rating Services ("S&P") or Moody's Investors Service, Inc. ("Moody's"), the terms of which shall include a duration of at least one year and which shall include administrative and procedural provisions reasonably satisfactory to the Trustee and the Remarketing Agent which shall enable the Trustee to draw or realize an amount sufficient to pay when and as due thereunder (a) the principal of the Bonds, whether at their stated maturity, or upon acceleration, redemption or otherwise, (b) 45 days of interest on the Bonds (computed at the Variable Maximum Interest Rate), and (c) the Purchase Price of the Bonds, including the principal amount thereof and accrued interest thereon to the Purchase Date); and (2) during any Fixed Rate Mode, if the Governmental Agency has elected to provide an Alternate Credit Facility at the commencement of such Fixed Rate Mode, any letter of credit, standby letter of credit, irrevocably committed line of credit, bond purchase agreement, surety bond, bond insurance policy or other instrument, or any combination thereof, issued by a financial institution or insurance organization, the credit rating of the long-term debt or the long-term deposit rating of which institution or organization is in one of the two highest Rating Categories of either S&P or Moody's, the term of which shall be at least one year and which shall include administrative and procedural provisions reasonably satisfactory to the Trustee and the Remarketing Agent and which shall enable the Trustee to draw or realize an amount sufficient to pay when and as due thereunder (a) the principal of the Bonds, whether at their stated maturity, or upon acceleration, redemption or otherwise, and (b) a minimum of 195 days of interest on the Bonds calculated at the Fixed Interest Rate then in effect or any other number of days of interest required by any rating agency having a rating in effect on the Bonds. No Alternate Credit Facility shall be effective unless the Trustee has received written confirmation from each Rating Agency then maintaining a rating on the Bonds to the effect that such rating will not be withdrawn, lowered or suspended as a result of the delivery of the Alternate Credit Facility.

"*Alternate Fixed Interest Rate Index*" means 80% of the average annual yield shown for the United States Treasury notes or bonds having the same number of 30-day periods to maturity as the number of such periods in the applicable Fixed Interest Rate Period, last published in the "*Federal Reserve Bulletin*" (published by the Board of Governors of the Federal Reserve System in Washington, D.C.) most recently published prior to the date of determination of the Alternate Fixed Interest Rate Index; provided, that, if the most recently published "*Federal Reserve Bulletin*" does not publish a yield for United States Treasury notes or bonds having the number of 30-day periods to maturity described above, the Alternate Fixed Interest Rate Index means 80% of an assumed yield for United States

Treasury notes or bonds having the same number of 30-day periods to maturity as the applicable Fixed Interest Rate Period (determined by the Remarketing Agent by linear interpolation based on the yield for United States Treasury notes or bonds having the next shorter and the next longer number of 30-day periods to maturity), as published in such *"Federal Reserve Bulletin."*

"Assistance Agreement" means an assistance agreement between the Issuer and a Governmental Agency, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof and of the Indenture, which has been entered into and pledged pursuant to the Indenture and which is substantially in the form attached to the Indenture.

"Authorized Denominations" means \$5,000 or any integral multiple thereof provided that any amount shall be an Authorized Denomination if such amount results from the redemption of Bonds pursuant to the Indenture.

"Authorized Investments" means any of the following:

- (1) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, including instruments which are rated in one of the two highest rating categories by S&P evidencing an ownership interest in securities described in this clause (1);
- (2) obligations, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following:

Federal Home Loan Bank System, Export-Import Bank of the United States, Farmers Home Administration, Merchant Marine Bonds, Federal Financing Bank, Federal Farm Credit Banks, Bank for Cooperatives, Federal Land Banks, Government National Mortgage Association, Federal National Mortgage Association, Tennessee Valley Authority, Federal Home Loan Mortgage Corporation or Federal Housing Administration;
- (3) repurchase agreements (including those of the Trustee or the Bank) rated in one of the two highest rating categories by S&P and fully secured by collateral security described in clause (1) or (2) of this definition or any other collateral authorized by the laws of the State for repurchase agreements, which collateral (a) is held by the Trustee or a third party agent during the term of such repurchase agreement, (b) is not subject to liens or claims of third parties and (c) has a market value (determined at least once every fourteen days) at least equal to the amount so invested;
- (4) certificates of deposit of, or time deposits in, any bank (including the Trustee or the Bank) or savings and loan association (a) the debt obligations of which (or in the case of the principal bank of a bank holding company, the debt obligations of the bank holding company of which) have been rated at least equal to the rating assigned to the Bonds by each Rating Agency then rating the Bonds or (b) which are fully insured by the Federal Deposit Insurance Corporation;
- (5) shares in any investment company registered under the Federal Investment Governmental Agency Act of 1940 whose shares are registered under the Federal Securities Act of 1933 and whose only investments are government securities described in clause (1) or (2) of this definition and repurchase agreements fully secured by government securities described in clause (1) or (2) of this definition and/or other obligations rated AAA by S&P;
- (6) tax-exempt obligations of any state of the United States, or political subdivision thereof, which are rated AA or better by S&P or mutual funds invested only in such obligations and which are rated AA or better by S&P;

- (7) units of a taxable or nontaxable government money-market portfolio composed of U.S. Government obligations and repurchase agreements collateralized by such obligations;
- (8) commercial paper rated A-1+ by S&P; or
- (9) corporate notes or bonds with one year or less to maturity rated in one of the two highest Rating Categories by S&P.
- (10) shares of mutual funds, each of which shall have the following characteristics:
 - (i) The mutual fund shall be an open-end diversified investment company registered under the Federal Investment company Act of 1940, as amended;
 - (ii) The management company of the investment company shall have been in operation for at least five (5) years;
 - (iii) All of the securities in the mutual fund shall be in investments in any one or more of the investments described in (1) and (3) above; and
 - (iv) The mutual fund shall be rated AA or better by S&P.

"*Authorized Representative*" means, with respect to the Governmental Agency, its chief executive officer, or any other person or persons designated as an Authorized Representative of the Governmental Agency by a resolution of the directors of the Governmental Agency and filed with the Issuer and the Trustee and the Bank, and with respect to the Issuer, its President or its Secretary-Treasurer.

"*Bank*" means (1) PNC Bank, National Association, a national banking association, or its successor, or (2) any other financial institution issuing an Alternate Credit Facility then in effect.

"*Bankruptcy Code*" means the United States Bankruptcy Code, as amended from time to time.

"*Bond Counsel*" means the firm of Rubin & Hays of Louisville, Kentucky, or any other firm of nationally recognized bond counsel, whose members are duly admitted to practice law before the highest court of any state and designated by the Issuer as its bond counsel for the Bonds. Nothing shall preclude the Issuer from designating the same firm as both Tax Counsel and Bond Counsel.

"*Bond Fund*" means the fund of that name created and established pursuant to the Indenture.

"*Bond Register*" means the books for registration of Bonds kept for the Issuer by the Trustee as provided in the Indenture.

"*Bond Year*" means each one-year period that ends on the date selected by the Governmental Agency. The first and last Bond Years may be short periods. If no day is selected by the Issuer before the earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bonds.

"*Bondowner*" means the Owner of any Bond.

"*Bonds*" means the Series 2001 Bonds, the Series 2002A Bonds, the Series 2002B Bonds, the Series 2003A Bonds, the Series 2003B Bonds, the Series 2003C Bonds, the Series 2004A Bonds, the Series 2004B Bonds, the Series 2004D Bonds, the Series 2005B Bonds, the Series 2005C Bonds, the Series 2006A Bonds, the Series 2006D Bonds, the Series 2007A Bonds, the Series 2007D Bonds, the Series 2008B Bonds, the Series 2008C Bonds, the Series 2009C

Bonds, the Series 2010B Bonds, the Series 2010C Bonds, the Series 2010D Bonds, the Series 2011B Bonds, the Series 2011C Bonds, the Series 2012A Bonds, the Series 2012B Bonds, the Series 2012C Bonds and any Parity Bonds.

"*Business Day*" means any day other than a Saturday, a Sunday, a day on which banking institutions in the State of Kentucky, the State of New York or any state in which the office of the Bank at which draws under the Liquidity Agreement are required to be made or the principal corporate trust office of the Trustee is located are closed as authorized or obligated by law or administrative order or a day on which the New York Stock Exchange is closed.

"*Certificate, statement, request, direction or order*" of the Issuer or the Governmental Agency means, respectively, a written certificate, statement, request, direction or order signed in the name of the Issuer or the Governmental Agency by an Authorized Representative of the Issuer or the Governmental Agency, as the case may be. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by the Indenture, each such instrument shall include the statements provided for in the Indenture.

"*Code*" means the Internal Revenue Code of 1986, as amended, or any successor federal income tax statute or code. Any reference to a provision of the Code shall include the applicable regulations of the Department of the Treasury promulgated or proposed with respect to such provision.

"*Compliance Agreement*" means the Compliance Agreement dated as of April 4, 2001 by and between the Issuer and the Compliance Group.

"*Compliance Group*" refers collectively to (i) Morgan Keegan & Company, Inc., Lexington, Kentucky; (ii) Rubin & Hays, Louisville, Kentucky and (iii) the Program Administrator.

"*Costs of Issuance Account*" means the account of that name in the Project Fund created pursuant to the Indenture.

"*Date of Issue*" means the date the Bonds are issued and delivered to the Underwriter for placement with the initial purchasers thereof.

"*Declaration of Acceleration*" means a declaration given in accordance with the provisions of the Indenture that all principal of and interest on the Bonds are due and payable immediately.

"*Demand Purchase Option*" means the option of Owners to have their Bonds purchased in accordance with the Indenture.

"*Determination of Taxability*" means the receipt by the Trustee (1) of written notice of any final determination, decision or decree, all applicable appeal periods with respect to which shall have expired, made by the Commissioner or any District Director of the Internal Revenue Service or by any court of competent jurisdiction, or (2) of an opinion of Tax Counsel, in either case to the effect that interest on the Bonds is not excludable for regular federal income tax purposes under Section 103(a) of the Code from gross income of any Owner of the Bonds (other than an Owner who is a substantial user of the Project or related person as defined in the Code) or (3) of notice that, as a result of any amendment, modification, addition or change made in Section 103 or any other provision of the Code or in any regulation or proposed regulation thereunder, or any ruling issued or revoked by the Internal Revenue Service, or any other action taken by the Internal Revenue Service, the Department of the Treasury or any other governmental agency, authority or instrumentality, or any opinion of any federal court or of the United States Tax Court rendered, Tax Counsel is unable to give an opinion that the interest payable on any Bond on or after a date specified in such notice is excludable from gross income of the taxpayer named therein (other than any such-taxpayer who is a "substantial user" or a "related person," within the meaning of Section 147(a) of the Code) for regular federal income tax purposes.

"*Eligible Funds*" means (1) money derived from Bond proceeds or remarketing proceeds or from draws under the Liquidity Agreement, (2) money that has been furnished to the Trustee by or on behalf of the Governmental Agencies, (3) other money the use of which to pay principal of or interest or premium on the Bonds will not, in the opinion, satisfactory to the Rating Agency, of counsel recognized in the area of bankruptcy matters, constitute a voidable preference under the Bankruptcy Code or (4) investment income derived from the investment of money described in clause (1), (2) or (3).

"*Eligible Funds Account*" means the account of that name in the Bond Fund established pursuant to the Indenture.

"*Event of Default*" means any of the events specified in the Indenture.

"*Expiration Date*" means the date upon which the Liquidity Agreement is scheduled to expire (taking into account any extensions of the Expiration Date) in accordance with its terms.

"*Final Computation Date*" means the date on which all amounts due with respect to the Bonds are actually and unconditionally due, if cash is available at the place of payment, after which date no interest accrues with respect to any of the Bonds. The Final Computation Date for the Bonds will generally be the earlier of (a) the final principal payment date for the Bonds or (b) the date on which the Bonds are redeemed as a whole.

"*Financing Expenses*" means all expenses of issuing and/or preparing the Bonds, the Liquidity Agreement, the Remarketing Agreement or the Indenture, including but not limited to legal, fiscal and printing expenses, the initial fee of the Trustee under the Indenture and of the Bank, or any bank or other agency for collection or administration of the Bonds, advertising expenses, any fees or expenses incurred in connection with the placement of the Bonds by the Underwriter, any premium or rating agency fee paid to a Rating Agency and any and all other similar out-of-pocket expenses.

"*Fixed Interest Rate*" means a term, non-variable interest rate or series of rates on the Bonds established in accordance with the Indenture.

"*Fixed Interest Rate Index*" means an assumed yield computed by the Remarketing Agent for representative revenue securities rated comparably to the Bonds and having the same number of 30-day periods to maturity as the applicable Fixed Interest Rate Period (determined by the Remarketing Agent by linear interpolation based on the yield for such securities having the next shorter and next longer number of 30-day periods to maturity), as most recently published before the date of determination thereof by the Remarketing Agent in *Credit Market Comment* or, if not published in *Credit Market Comment*, in such other publication which then publishes information of this nature.

"*Fixed Interest Rate Period*" means each period during which a Fixed Interest Rate is in effect.

"*Fixed Maximum Interest Rate*" means 12% per annum.

"*Fixed Rate Bonds*" means Bonds which bear interest at a Fixed Interest Rate.

"*Fixed Rate Mode*" means any time during which the Bonds bear interest at a Fixed Interest Rate.

"*Funds*" means the funds created and established pursuant to the Indenture, including, but not limited to, the Revenue Fund, the Bond Fund, the Project Fund, the Administrative Fund, the Reserve Fund and the Rebate Fund, if created.

"*Government Obligations*" means direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America.

"*Governmental Agency*" shall mean any agency or unit of government within the State, now having or hereafter granted the authority and power to finance, acquire, construct, and operate Projects, including specifically but not by way of limitation, incorporated cities, counties, sanitation districts, water districts, water commissions, public authorities, sewer construction districts, metropolitan sewer districts, sanitation taxing districts, and any other agencies, commissions, districts, or authorities (either acting alone, or in combination with one another pursuant to any regional or area compact, or multi-municipal agreement), now or hereafter established pursuant to the laws of the State having and possessing such described powers.

"*Governmental Agency's Account*" shall mean the separate account within the Project Fund established for each particular Project.

"*Indenture*" means the Trust Indenture, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental mortgage.

"*Installment Computation Date*" means the last day of the fifth Bond Year and of each succeeding fifth Bond Year thereafter.

"*Interest Accrual Date*" means (1) with respect to the first Interest Rate Period, the first day thereof and (2) thereafter, each Interest Payment Date in respect thereof, other than the last such Interest Payment Date.

"*Interest Payment Date*" means (1) with respect to the commencement or continuation of any Interest Rate Period, (a) for any Variable Interest Rate Period, the first Wednesday of each calendar month, commencing May 2, 2001, and (b) for any Fixed Interest Rate Period, each January 1 and July 1, and (2) with respect to the termination of any Interest Rate Period, the last day thereof, provided, that clause (2) does not apply to the termination of any Variable Interest Rate Period that is followed immediately by another Variable Interest Rate Period and provided further, that if any Interest Payment Date does not fall on a Business Day, the Interest Payment Date shall be the next succeeding Business Day.

"*Interest Rate Period*" means a Variable Interest Rate Period or a Fixed Interest Rate Period.

"*Investment Earnings*" means all earnings derived from the investment of money held in any of the Funds.

"*Issuer*" means the Kentucky Rural Water Finance Corporation, an agency and instrumentality of the Governmental Agencies.

"*Liquidity Account*" means the account of that name in the Bond Fund established pursuant to the Indenture.

"*Liquidity Agreement*" means the Standby Bond Purchase Agreement dated as of April 4, 2001, between the Issuer and the Bank, and any amendment, successor or replacement thereof.

"*Loan*" means the Obligations borrowed by a Governmental Agency pursuant to an Assistance Agreement.

"*Loan Default Event*" means any of the events specified in the Assistance Agreement.

"*Loan Payments*" means the payments so designated and required to be made by or on behalf of the Governmental Agency pursuant to the Assistance Agreement.

"*Local Law*" means all laws and regulations of the State applicable to the Issuer or the Bonds.

"*Mandatory Tender Date*" has the meaning given such term in the Indenture.

"*Maximum Interest Rate*" means, for so long as a Variable Interest Rate is in effect, the Variable Maximum Interest Rate; and for so long as a Fixed Interest Rate is in effect, the Fixed Maximum Interest Rate.

"*Minimum Interest Rate*" means the interest rate for any Interest Rate Period determined by the Remarketing Agent in accordance with the Indenture.

"*Moody's*" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "*Moody's*" be deemed to refer to any other nationally recognized securities rating agency (other than S&P) designated by the Governmental Agency with the approval of the Remarketing Agent, by notice to the Trustee.

"*Obligations*" means the financial obligations and debt represented by the Loan borrowed by a Governmental Agency pursuant to an Assistance Agreement.

"*Official Statement*" means any official statement, offering circular, private placement memorandum or other disclosure document pursuant to which the Bonds are initially sold or remarketed.

"*Outstanding*", when used as of any particular time with reference to Bonds, means all Bonds delivered by the Trustee under the Indenture except (1) Bonds cancelled by the Trustee or surrendered to the Trustee for cancellation; (2) Bonds with respect to which all liability of the Issuer shall have been discharged in accordance with the Indenture, including Bonds (or portions thereof) referred to in the Indenture, and (3) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the Indenture.

"*Owner*", whenever used therein with respect to a Bond, means the Person in whose name such Bond is registered on the Bond Register.

"*Parity Bonds*" means bonds issued in the future, which bonds will, pursuant to the provisions of the Indenture, rank on a basis of parity with the Outstanding Bonds.

"*Parity Obligations*" means bonds or obligations issued in the future by a Governmental Agency, which will, pursuant to the provisions of an Assistance Agreement, rank on a basis of parity with the Governmental Agency's Obligations and shall not be deemed to include, nor to prohibit the issuance of bonds ranking inferior in security to the Governmental Agency's Obligations.

"*Person*" means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"*Principal and Interest Account*" means the account of that name in the Bond Fund established pursuant to the Indenture.

"*Prior Bond Legislation*" refers to prior resolutions or ordinances of a Governmental Agency which authorized debt which shall be on a parity with the Obligations of the Governmental Agency issued pursuant to an Assistance Agreement.

"*Program*" shall mean the Public Projects Flexible Term Program of the Issuer.

"*Program Administrator*" shall mean the Kentucky Rural Water Association, Inc., Bowling Green, Kentucky.

"*Project*" shall mean collectively any and all of the various projects identified in the Assistance Agreements under the Program.

"*Project Account*" means the account of that name in the Project Fund created pursuant to the Indenture.

"*Project Fund*" means the Fund of that name created pursuant to the Indenture.

"*Purchase Date*" means the date established pursuant to the Demand Purchase Option as the date on which Bonds are to be tendered to the Trustee for purchase.

"*Purchase Price*" means, with respect to any Bonds tendered for purchase pursuant to the Demand Purchase Option or on a Mandatory Tender Date, (1) 100% of the principal amount of those Bonds plus accrued interest from the Interest Accrual Date next preceding the Purchase Date or Mandatory Tender Date, as the case may be, to that date, unless the Purchase Date or Mandatory Tender Date is an Interest Payment Date, in which case the Purchase Price shall be equal to 100% of the principal amount of the Bonds being purchased, or (2) in the case of a purchase on the first day of an Interest Rate Period that is preceded by a Fixed Interest Rate Period and that commences prior to the day originally established as the last day of such preceding Fixed Interest Rate Period, 100% of the principal amount of such Bonds, plus accrued interest as set forth in clause (1) of this definition, plus the premium, if any, set forth in the Indenture that would have been applicable to the Bonds if, on such Mandatory Tender Date, the Bonds had been optionally redeemed.

"*Rating Agency*" means S&P, if S&P then maintains a rating on the Bonds, or Moody's, if Moody's then maintains a rating on the Bonds.

"*Rating Category*" means the generic rating categories of the Rating Agency, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

"*Rebate Amount*" means the amount, as of each Installment Computation Date and as of the Final Computation Date, required to be paid to the United States of America pursuant to Section 148(f) of the Code within 60 days after such Installment Computation Date or Final Computation Date.

"*Rebate Analyst*" means a firm of certified public accountants, nationally-recognized bond counsel or other specialist in the calculation of arbitrage rebate.

"*Rebate Fund*" means the Fund of that name the creation of which is provided for in the Indenture.

"*Record Date*" means (i) during Variable Interest Rate Periods, the Business Day immediately prior to any Interest Payment Date and (ii) during Fixed Interest Rate Periods, the 15th day of the calendar month immediately preceding the Interest Payment Date (or the preceding Business Day if the 15th is not a Business Day), and the first Business Day after the conversion to a Fixed Interest Rate Period.

"*Redemption Account*" means the account of that name in the Bond Fund established pursuant to the Indenture.

"*Related Documents*" means the Remarketing Agreement, the Liquidity Agreement and the Assistance Agreement.

"*Remarketing Agent*" means the initial and any successor remarketing agent appointed in accordance with the Indenture.

"*Remarketing Agreement*" means that certain Remarketing Agreement among the Issuer and the Remarketing Agent dated as of April 4, 2001, as originally executed and as it may from time to time be supplemented or amended.

"*Remarketing Proceeds Account*" means the account of that name in the Bond Fund established pursuant to the Indenture.

"*Required Reserve*" refers to an amount, as of the date of issuance of the Bonds equal to an amount necessary to maintain the then existing rating on the Bonds.

"*Reserve Fund*" means the fund of that name created and established pursuant to the Indenture.

"*Reserve Withdrawal*" means a withdrawal of moneys from the Reserve Fund, by or on behalf of a Governmental Agency, to pay the principal of and interest on the Obligations and any other payments due under an Assistance Agreement on behalf of the Governmental Agency.

"*Resolution*" means the Resolutions enacted by the Issuer, from time to time, authorizing the issuance of the Bonds.

"*Retained Rights*" means the rights retained by the Issuer under the Assistance Agreement and not assigned to the Trustee under the Indenture, and shall include the rights of the Issuer under the Assistance Agreement.

"*Revenue Fund*" means the fund of that name created and established pursuant to the Indenture.

"*Revenues*" means all amounts received by the Issuer or by the Trustee for the account of the Issuer pursuant or with respect to the Assistance Agreement or the Liquidity Agreement, including, without limiting the generality of the foregoing, Loan Payments (including both timely and delinquent payments and any late charges, paid from any source), prepayments, remarketing proceeds, proceeds derived from the Liquidity Agreement or the Assistance Agreement and all interest, profits or other income derived from the investment of amounts in any Fund or account established pursuant to the Indenture (except the Rebate Fund), but not including any Administrative Expenses.

"*S&P*" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "*S&P*" be deemed to refer to any other nationally recognized securities rating agency (other than Moody's) designated by the Governmental Agency with the approval of the Remarketing Agent, by notice to the Trustee.

"*Series 2001 Bond*" or "*Series 2001 Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program), Series 2001, authorized by, and at any time Outstanding pursuant to, the Indenture.

"*Series 2002A Bond*" or "*Series 2002A Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2002A, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2002B Bond*" or "*Series 2002B Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2002A, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2003A Bond*" or "*Series 2003A Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2003A, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2003B Bond*" or "*Series 2003B Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2003B, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2003C Bond*" or "*Series 2003C Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2003C, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2004A Bond*" or "*Series 2004A Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2004A, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2004B Bond*" or "*Series 2004B Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2004B, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2004D Bond*" or "*Series 2004D Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2004D, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2005B Bond*" or "*Series 2005B Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2005B, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2005C Bond*" or "*Series 2005C Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2005C, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2006A Bond*" or "*Series 2006A Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2006A, authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2006D Bond*" or "*Series 2006D Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2006D authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2007A Bond*" or "*Series 2007A Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2007A authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2007D Bond*" or "*Series 2007D Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2007D authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2008B Bond*" or "*Series 2008B Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2008B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2008C Bond*" or "*Series 2008C Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2008C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2009C Bond*" or "*Series 2009C Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2009C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2010B Bond*" or "*Series 2010B Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2010B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2010C Bond*" or "*Series 2010C Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2010C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2010D Bond*" or "*Series 2010D Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2010D authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2011B Bond*" or "*Series 2011B Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2011B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2011C Bond*" or "*Series 2011C Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2011C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2012A Bond*" or "*Series 2012A Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2012A authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2012B Bond*" or "*Series 2012B Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Series 2012C Bond*" or "*Series 2012C Bonds*" means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

"*Special Record Date*" means the date established by the Trustee pursuant to the Indenture as a record date for the payment of defaulted interest on Bonds.

"*State*" means the Commonwealth of Kentucky.

"*System*" means a Governmental Agency's utility system together with all future additions, extensions and improvements to said System which produces revenues and which secures a Governmental Agency's Obligations.

"*Supplemental Indenture*" means any indenture hereafter duly authorized and entered into between the Issuer and the Trustee, supplementing, modifying or amending the Indenture; but only if and to the extent that such Supplemental Indenture is specifically authorized thereunder.

"*Tax Counsel*" means any firm of nationally recognized tax counsel, whose members are duly admitted to practice law before the highest court of any state and designated by the Issuer as its tax counsel for the Bonds. Nothing shall preclude the Issuer from designating the same firm as both Tax Counsel and Bond Counsel.

"*Temporary Bond*" or "*Temporary Bonds*" means the Bonds described and authorized in the Indenture.

"*Treasury Rate*" means the interest rate applicable to 13-week United States Treasury bills determined by the Remarketing Agent on the basis of the average per annum discount rate at which such 13-week Treasury bills have been sold at the most recent Treasury auction.

"*Trust Estate*" means the trust estate pledged by the Issuer and described in the Granting Clauses of the Indenture.

"*Trustee*" means Regions Bank (as successor to The Bank of New York Trust Company, N.A., successor in interest to Fifth Third Bank), in Nashville, Tennessee, or its successor, as Trustee and paying agent as provided in the Indenture.

"UCC" means the Uniform Commercial Code of the State, Chapter 355 of the Kentucky Revised Statutes.

"Underwriter" means the initial purchaser of the Bonds.

"Untendered Bonds" means Bonds not tendered to the Trustee for purchase as and when required by the terms of the Indenture.

"Variable Interest Rate" means the Variable Interest Rate on the Bonds established in accordance with the Indenture.

"Variable Interest Rate Period" means any period during which a Variable Interest Rate is in effect.

"Variable Maximum Interest Rate" means 12% per annum.

"Variable Rate Bonds" means Bonds which bear interest at a Variable Interest Rate.

"Variable Rate Mode" means any time that the Bonds bear interest at Variable Interest Rates.

THE INDENTURE

Authorization

The Bonds are authorized to be issued thereunder to obtain money to carry out the purposes of the Program for the benefit of the Governmental Agencies.

The Indenture constitutes a continuing agreement with the Owners from time to time of the Bonds to secure the full payment of the Purchase Price or principal of and premium, if any, and interest on all such Bonds subject to the covenants, provisions and conditions contained therein. On the Date of Issue, all conditions, acts and things required by law or by the Indenture to exist, to have happened or to have been performed precedent to or in the issuance of the Bonds shall exist, shall have happened and shall have been performed, and the Bonds, together with all other indebtedness of the Issuer, shall be within every debt and other limit prescribed by law.

Nature of Security

The Bonds are special and limited obligations of the Issuer secured by the Trust Estate and payable only from Revenues deposited in the Bond Fund or otherwise available for the payment of the Bonds under the terms of the Indenture and are not general obligations of the Issuer or of the State. The Bonds and interest and premium, if any, thereon are not payable from taxes and are not a charge against the general credit or taxing power of any Governmental Agency, or any other municipal corporation, quasi-municipal corporation, political subdivision or agency thereof. No Owner of any Bond shall have the right to compel any exercise of the taxing power of the Issuer, the State, any Governmental Agency or any other municipal corporation, quasi-municipal corporation, political subdivision or agency thereof to pay the Bonds or the interest or premium, if any, thereon, and the Bonds do not constitute an indebtedness of the Issuer, any Governmental Agency or the State or a loan of the credit thereof within the meaning of any constitutional or statutory provision other than from the Revenues deposited in the Bond Fund or otherwise available for the payment of the Bonds under the terms of the Indenture.

Provision Permitting Parity Bonds

The Bonds shall not be entitled to priority one over the other in the application of the Revenues of the Program, regardless of the time or times of their issuance, it being the intention that there shall be no priority among the Bonds, regardless of the fact that they may be actually issued and delivered at different times, and provided further that the lien and security of and for any bonds or obligations hereafter issued that are payable from the Revenues of the Program shall, except as set out herein, be subject to the priority of the Bonds as may from time to time be outstanding; provided the

Issuer hereby reserves the right and privilege of issuing additional bonds from time to time payable from the Revenues of the Program ranking on a parity with the Bonds, for the purpose of financing the cost, not otherwise provided, of new and additional Projects, provided in each instance that:

(a) The facility or facilities to be constructed from the proceeds of the additional Parity Bonds are deemed Projects under the Indenture.

(b) The Revenues of the Program are pledged as security for the additional Parity Bonds and the Outstanding Bonds.

(c) There shall have been procured and filed with the Trustee a statement by the Compliance Group that based upon the reasonable facts and estimations of the cash flows of the Program the issuance of the Parity Bonds are deemed not to have an adverse affect upon the Outstanding Bonds.

(d) The payments required to be made into the various Funds and accounts must be certified as current by the Program Administrator.

(e) If, at the time of issuance of such Parity Bonds, the supplemental indenture (and/or other appropriate document) of the Issuer authorizing such Parity Bonds shall contain a provision requiring the funding, completion of the funding, or additional funding of the Reserve Fund with cash and/or surety bonds.

(f) That prior to the issuance of the Parity Bonds the Issuer shall have received written evidence from S&P that the issuance of such Parity Bonds will not lower the then existing rating, if any, on the Outstanding Bonds.

Interest payments for all such additional Parity Bonds shall be Interest Payment Dates, and the principal maturities thereof shall be on January 1 or July 1 of the year in which any such principal is scheduled to become due.

Application of Bond Proceeds

All of the proceeds of the Bonds received by the Issuer shall be paid to the Trustee on the Date of Issue. Immediately upon receipt thereof, the Trustee shall deposit (i) Bond proceeds in the Costs of Issuance Account of the Project Fund to pay for the costs of issuance of the Bonds, (ii) Bond proceeds in an amount equal to the Required Reserve in the Reserve Fund and (iii) the remainder of the proceeds of the Bonds in the Project Account of the Project Fund.

Creation of Funds and Accounts; Revenue Fund

The following Funds and accounts shall be created and established with the Trustee as needed to comply with the provisions of the Indenture:

(1) the Revenue Fund;

(2) the Bond Fund, consisting of the Principal and Interest Account, the Redemption Account; the Liquidity Account; the Eligible Funds Account and the Remarketing Proceeds Account;

(3) the Project Fund, consisting of the Costs of Issuance Account, the Governmental Agencies Accounts and the Project Account;

(4) the Administrative Fund;

(5) the Reserve Fund; and

(6) if necessary, the Rebate Fund.

Each Fund and account shall be maintained by the Trustee as a separate and distinct trust fund or account to be held, managed, invested, disbursed and administered as provided in the Indenture. All money deposited in the Funds and accounts created under the Indenture shall be used solely for the purposes set forth in the Indenture. The Trustee shall keep and maintain adequate records pertaining to each Fund and account, and all disbursements therefrom.

The Trustee may, in its discretion, establish such additional accounts within any Fund, and subaccounts within any of the accounts, as the Trustee may deem necessary or useful for the purpose of identifying more precisely the sources of payments into and disbursements from the Funds and their accounts, or for the purpose of complying with the requirements of the Code relating to arbitrage, but the establishment of any such account or subaccount shall not alter or modify any of the requirements of the Indenture with respect to a deposit or use of money in the Funds, or result in commingling of funds prohibited under the Indenture.

All of the Loan Payments and the Revenues of the Program shall be set deposited into the Revenue Fund and shall thereafter be apportioned to the various funds and accounts as set out in the Indenture.

Bond Fund

The Trustee shall deposit into the Liquidity Account the proceeds of all purchases made pursuant to and under the Liquidity Agreement, if any, delivered to the Trustee. The Trustee shall deposit into the Eligible Funds Account all Eligible Funds other than the proceeds received under the Liquidity Agreement, if any, delivered to the Trustee. The Trustee shall deposit into the Remarketing Proceeds Account the remarketing proceeds, if any, delivered to the Trustee. Money on deposit in the Liquidity Account, the Eligible Funds Account and the Remarketing Proceeds Account shall not be commingled with any other money held by the Trustee. Money on deposit in the Liquidity Account, the Eligible Funds Account and the Remarketing Proceeds Account on each scheduled Interest Payment Date for the Bonds or on any redemption or maturity date shall be used to pay the interest becoming due and payable on the Bonds on such date and to pay the principal of and, if the Liquidity Agreement so permits, the premium on the Bonds maturing or to be redeemed on such date, if any. Money on deposit in the Liquidity Account, the Eligible Funds Account and the Remarketing Proceeds Account on any Mandatory Tender Date shall be used to pay the Purchase Price of Bonds tendered or deemed tendered on such date. Any money remaining in the Liquidity Account, the Eligible Funds Account and the Remarketing Proceeds Account after payment of such Purchase Price or interest, principal or premium shall be delivered to the Bank for application pursuant to the Liquidity Agreement.

The Trustee shall deposit in or transfer to the Principal and Interest Account:

- (i) immediately upon receipt thereof, the amount, if any, derived from Bond proceeds required to be deposited therein pursuant to the Indenture;
- (ii) immediately upon receipt thereof, funds on deposit in the Revenue Fund which represent Loan Payments or investment earnings of the Program allocable to principal of or interest on the Bonds;
- (iii) immediately upon receipt thereof, the net earnings on investments of money in the Principal and Interest Account;
- (iv) all money required to be transferred to the Principal and Interest Account from the Project Fund pursuant to the Indenture;
- (v) all money required to be transferred to the Principal and Interest Account from the Redemption Account pursuant to the Indenture; and
- (vi) all other money required to be transferred to or deposited in the Principal and Interest Account pursuant to any provision of the Indenture or any Assistance Agreement.

The money and investments in the Principal and Interest Account are irrevocably pledged to and shall be used by the Trustee, from time to time, to the extent required, in the following order of priority:

(i) for the payment of the principal of and interest on Bonds on the next Interest Payment Date or redemption or maturity date;

(ii) for payment to the Bank of an amount equal to but not exceeding the amount of any moneys paid under the Liquidity Agreement which were used to pay the Purchase Price or principal of or interest on Bonds and for which the Bank has not been reimbursed, as set forth in a certificate from the Bank;

(iii) for transfer to the Redemption Account of funds in the Principal and Interest Account in excess of those necessary for the purposes described in paragraphs (i) and (ii) above, upon written request from an Authorized Representative of the Governmental Agency, for the payment of accrued interest and premium, if any, on and principal of any Outstanding Bonds that are optionally redeemed; and

(iv) for return to the Governmental Agency (as an overpayment) on the Business Day prior to the date of the final Loan Payment for the Governmental Agency, the pro rata share of funds allocated to the Governmental Agency, which the Trustee has determined, as of such Business Day, to be in excess of those necessary for the purposes described in paragraphs (i) through (iii) above; provided, however, that, unless otherwise agreed to in writing by the Compliance Group and S&P, no payments shall be made under this paragraph (iv) if any Governmental Agency participating in the Program has made a Reserve Withdrawal and has not fully repaid to the Program the amount of such Reserve Withdrawal plus any accrued interest thereon as required by an Assistance Agreement.

The Trustee shall deposit in or transfer to the Redemption Account:

(i) immediately upon receipt thereof, all money received by the Trustee from the Issuer or from any other source with written instructions to deposit such amounts in the Redemption Account;

(ii) immediately upon receipt thereof, funds on deposit in the Revenue Fund which represent Loan Payments allocable to the redemption of Bonds;

(iii) immediately upon receipt thereof, the net income realized on investments of money in the Redemption Account; and

(iv) all money required to be transferred to or deposited in the Redemption Account pursuant to the Indenture or to any other provision of the Indenture or the Assistance Agreement.

The money and investments in the Redemption Account are irrevocably pledged and shall be used by the Trustee, from time to time, to redeem Bonds called for redemption in accordance with the provisions of the Indenture or in accordance with the following paragraph (or to reimburse the Bank for draws on the Liquidity Agreement used for those purposes).

Upon receipt of and in accordance with a written request from an Authorized Representative of the Issuer, funds in the Redemption Account in excess of the amount necessary to redeem Bonds for which notice of redemption has been given pursuant to the Indenture shall be used for any one or more of the following purposes:

(i) for the optional redemption of Bonds prior to the maturity thereof pursuant to the Indenture; or

(ii) for transfer to the Principal and Interest Account.

Notwithstanding anything to the contrary in the Indenture, the principal of and premium, if any, and interest on the Bonds are to be paid when due:

(i) upon maturity:

(1) Eligible Funds available for such purpose on deposit in the Principal and Interest Account; and

(2) any other money furnished to the Trustee and available for that purpose.

(ii) upon redemption:

(1) Eligible Funds available for such purpose on deposit in the Principal and Interest Account;

(2) proceeds of a purchase under the Liquidity Agreement, provided, however that such proceeds shall only be used to redeem the Variable Rate Bonds; and

(3) any other money furnished to the Trustee and available for that purpose.

(iii) upon purchase on a Mandatory Tender Date:

(1) proceeds on deposit in the Remarketing Proceeds Account but only to the extent such funds are available in said account;

(2) proceeds of a purchase under the Liquidity Agreement;

(3) other Eligible Funds available for such purpose; and

(4) any other money furnished to the Trustee and available for that purpose.

(iv) upon acceleration:

(1) Eligible Funds available for such purpose on deposit in the various funds held by the Trustee;

(2) proceeds of a purchase under the Liquidity Agreement, provided, however that such proceeds shall only be used to redeem the Variable Rate Bonds; and

(3) any other money furnished to the Trustee and available for that purpose.

The Purchase Price of Bonds tendered for purchase pursuant to the Demand Purchase Option shall be paid from the sources and in the priority indicated in the Indenture.

Pending application of money in the Bond Fund as set forth in this the Indenture, such money shall be invested and reinvested by the Trustee in Authorized Investments pursuant to the Indenture.

In the absence of written direction from the Issuer with respect to investment of moneys held in the Funds, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Authorized Investments under the Indenture.

Project Fund

The Trustee shall maintain the Project Fund until no money remains therein. The Project Fund shall consist of the following Accounts:

- (i) the Costs of Issuance Account;
- (ii) the Governmental Agencies Accounts; and
- (iii) the Project Account.

Immediately upon receipt thereof, the Trustee shall deposit into the Costs of Issuance Account all amounts derived from Bond proceeds required to be deposited therein pursuant to the Indenture and all amounts received by the Trustee from the Issuer or from any other source (other than proceeds of the Bonds) for purposes of paying Financing Expenses.

The Trustee shall deposit in or transfer to the Project Account:

- (a) immediately upon receipt thereof, the amounts derived from Bond proceeds required to be deposited therein pursuant to the Indenture;
- (b) all amounts required to be transferred to the Project Account from the Costs of Issuance Account pursuant to the Indenture; and
- (c) immediately upon receipt thereof, such amounts as are received by the Trustee from the Issuer or from any other source (other than proceeds of the Bonds) for purposes of paying costs of establishing and operating the Program.

The money and investments in the Project Fund and its accounts shall be held in trust by the Trustee and applied in accordance with and subject to the provisions of this the Indenture and, pending such application, shall be held for the further security of the Owners of the Bonds and the Bank until applied as provided in the Indenture. Until actually disbursed by the Trustee to or upon the order of the Issuer in accordance with this the Indenture, the Issuer shall have no interest in such money and investments.

Immediately upon giving a Declaration of Acceleration pursuant to the Indenture, the Trustee shall transfer all funds in the accounts of the Project Fund to the Principal and Interest Account.

The Issuer has no obligation under the Indenture or under the Act to deposit any money in the Project Fund (other than the proceeds of the Bonds as provided in the Indenture) nor to apply any money to payment of Financing Expenses or the costs of completing the Project except the money in the Project Fund.

Financing Expenses shall be paid by the Trustee from the Costs of Issuance Account, but only to the extent of the balance therein, within five Business Days following receipt by the Trustee of a written request for payment from an Authorized Representative of the Issuer, accompanied by the statements or billings therefor provided, however, that the Issuer may pay such Financing Expenses in which case the Trustee shall reimburse the Issuer from the Costs of Issuance Account, but only to the extent of the balance therein, within five Business Days of the Trustee's receipt of the written request of an Authorized Representative of the Issuer, accompanied by the statements or billings therefor and evidence that such costs have been paid by the Issuer. All payments made from the Costs of Issuance Account pursuant to a written request for payment from an Authorized Representative of the Issuer shall be presumed to be made properly and the Trustee shall not be required to see to the application of any payments made from the Costs of Issuance Account. Any money remaining in the Costs of Issuance Account after the later of payment of all Financing Expenses (or reimbursement of the Issuer for payment of such expenses), shall be deposited in the Project Account of the Project Fund.

The Trustee shall transfer moneys from the Project Account to the Administrative Fund to pay, or to reimburse the Issuer for payment of, costs of the Program (including the fees payable to the Bank on the Date of Issue, and if and when directed by the Issuer to transfer money to the Principal and Interest Account of the Bond Fund for such purpose, interest on the Bonds prior to completion of the Program or reimbursement of the Bank for draws on the Liquidity Agreement to pay such interest), and to transfer to Governmental Agencies such amounts necessary to purchase

obligations issued by Governmental Agencies pursuant to Assistance Agreements. Such payments and transfers shall be made by the Trustee upon receipt of requisitions therefor in the form of the exhibit attached to the Indenture duly executed by an Authorized Representative of the Issuer and if a Liquidity Agreement is in place, consented to by the Bank, which consent shall not be unreasonably withheld. All payments and transfers made from the Project Account pursuant to such a requisition shall be presumed to be made properly and the Trustee shall not be required to see to the application of any payments and transfers made from the Project Account.

The Trustee shall transfer from the Project Account to the respective Governmental Agency Account such amounts necessary to purchase obligations issued by a Governmental Agency pursuant to an Assistance Agreement entered into and executed by a Governmental Agency.

The Trustee shall pay out or permit the withdrawal of moneys from any Governmental Agency's Account, upon receipt by the Trustee of a written requisition of the Governmental Agency in the form attached to the Assistance Agreement executed by an authorized representative of the Governmental Agency and the engineers of the Governmental Agency containing the following with respect to each payment or disbursement to be made:

- (i) the name of the person or parties to whom the payment or disbursement is to be made;
- (ii) the amount to be paid to such person or party; and
- (iii) the applicable Assistance Agreement in respect of which the payment or disbursement is to be made.

All such written requisitions of the Governmental Agency duly conforming to the Indenture received by the Trustee as therein set forth may be relied upon by and shall be retained in the possession of the Trustee, subject at all times to the inspection of the Compliance Group, the Issuer and its officials and the Governmental Agencies which have entered into Assistance Agreements, together with their respective agents and representatives.

Such payments shall be made by the Trustee upon receipt of the Assistance Agreement and such other documentation as may be required by the Issuer or the Compliance Group. All payments made from a Governmental Agency Account pursuant to the receipt of an Assistance Agreement shall be presumed to be made properly and the Trustee shall not be required to see to the application of any payments made from the Governmental Agency Account.

The date of completion of the Program with respect to the Series 2001 Bonds shall be the date when the Trustee shall have received a certificate in the form attached to the Indenture of an Authorized Representative of the Issuer to the effect that all Financing Expenses and costs of the Program to be paid from the Costs of Issuance Account have been paid in full, the date on which no money remains in the Project Account.

On the first Wednesday in March, 2004, the Trustee shall transfer any money and investments remaining in the accounts in the Project Account to the Redemption Account of the Bond Fund to be used to redeem Variable Rate Bonds on said date (or to pay to the Bank an amount equal to but not exceeding the amount of any moneys used to purchase Bonds under the Liquidity Agreement to effect such redemption for which the Bank has not been reimbursed).

Pending application of money in the Project Fund as set forth in the Indenture, such money shall be invested and reinvested by the Trustee in accordance with the requirements of the Indenture. All investment earnings, if any, on money in any account in the Project Fund, except the Governmental Agencies Accounts, shall be deposited in the Revenue Fund.

All investment earnings, if any, on money in any Governmental Agencies Accounts, shall remain in the respective Governmental Agency Account.

In the absence of written direction from the Issuer with respect to investment of moneys held in the Funds, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Authorized Investments under the Indenture.

Reserve Fund

The Reserve Fund shall be held for the benefit of the Bondowners and shall be used solely for the purpose of paying principal of or interest on such Bonds as to which there would otherwise be a default.

Provided, that in the event that any funds then on deposit shall be withdrawn from the Reserve Fund for the purpose of paying the loan payments due on or under an Assistance Agreement securing the Bonds, the Issuer shall be thereafter pursuant to the respective Assistance Agreement assess against the Governmental Agency an amount necessary to replenish the Reserve Fund to the Required Reserve, plus accrued interest on such amounts at a rate equal to the rate of interest being earned by funds on deposit in the Reserve Account.

Provided, however, that no further payments need be made into the Bond Fund after and so long as such amount of the Bonds shall have been retired that the amount then held in the Bond Fund, including the Reserve Fund, shall be equal to the entire amount required to retire and/or redeem all Bonds then outstanding and paying all interest that will accrue to or at the time of such retirement and/or redemption.

All investment earnings, if any, on money in the Reserve Fund shall be deposited to the Revenue Fund; provided, however, if the amount in the Reserve Fund is less than the Required Reserve then such investment earnings shall remain in the Reserve Fund until the amount of the Reserve Fund is equal to the Required Reserve.

All amounts on deposit in the Reserve Fund shall constitute a trust fund and shall be and are hereby earmarked and pledged for the security and source of payment for the Bonds.

Amounts on deposit in the Reserve Fund may be withdrawn and used by the Issuer, when necessary, and shall be so withdrawn and used if and to the extent necessary to prevent the occurrence of an Event of Default, for the purpose of making payments of principal of and interest on the Bonds (including both principal maturities and mandatory redemptions) if the amounts on deposit in the Bond Fund are not sufficient to make such payments.

Rebate Fund

(a) The Issuer hereby authorizes the Trustee to establish a separate special fund designated as the "Rebate Fund," which shall be segregated from all other funds and accounts held by the Trustee. If such a fund is established, the Trustee shall maintain the Rebate Fund until the expiration of 60 days after the retirement of the last outstanding Bond.

(b) The Trustee shall maintain records of investment transactions of the gross proceeds of the Bonds held in the Project Fund and the Bond Fund on an investment-by-investment basis and shall make such records available at the request of the Issuer to the Rebate Analyst. The Issuer shall cause the Rebate Amount to be calculated as of each Installment Computation Date and as of the Final Computation Date. The Issuer shall employ a Rebate Analyst to calculate the Rebate Amount.

(c) The Issuer shall cause the rebate calculations to be completed and filed with the Trustee not later than 45 days after each Installment Computation Date, or 45 days after the Final Computation Date.

(d) The Trustee shall transfer from the Revenue Fund, from time to time, such amounts as directed by the Issuer for deposit to the Rebate Fund for the purpose of accruing funds to pay to the United States the amounts required to be paid under the Indenture. Not later than three Business Days after the rebate calculations are filed with the Trustee, the Trustee shall transfer from the Revenue Fund for deposit to the Rebate Fund an amount such that the balance in the Rebate Fund is at least equal to the Rebate Amount.

(e) Not later than 55 days after each Installment Computation Date, or 55 days after the Final Computation Date, the Issuer shall cause to be paid to the United States any amount which is required to be paid under Section 148(f)(3) of the Code. Each payment shall be mailed to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255, and shall be accompanied by a copy of I.R.S. Form 8038-T prepared by the Issuer. The Trustee shall disburse money from the Rebate Fund to the United States for such payments.

(f) Money in the Rebate Fund shall be invested by the Trustee at the written direction of the Issuer in Authorized Investments which mature no later than the date that is 55 days after the earlier of the next Installment Computation Date or the Final Computation Date.

(g) No earlier than 120 and no later than 90 days prior to each Installment Computation Date and the Final Computation Date, the Trustee shall notify the Issuer of the action which is required by the foregoing subsections. No earlier than 15 and no later than 10 days prior to the date on which the rebate calculations must be completed under Subsection (c) of this Section, the Trustee shall use its best efforts to notify the Issuer of the action required by Subsection (c) of this Section. No notice need be given if the required action already has been taken by the Issuer.

(h) In addition to the records required under paragraph (a) above, the Trustee shall maintain such records of investments, deposits and disbursements in the Funds as the Issuer may specifically instruct the Trustee to maintain to comply with the provisions of Section 148 of the Code and the Indenture.

(i) If the calculation of the Rebate Amount under the Indenture indicates that the balance in the Rebate Fund exceeds the Rebate Amount as of the date on which a payment is made to the United States pursuant to Subsection (e) of this Section, then the Trustee shall, if directed by the Issuer, transfer all or any portion of such excess to the Revenue Fund.

(j) The Issuer shall be responsible for the calculation and paying of all Rebate Amounts due under Section 148 of the Code. The Trustee shall not be obligated to calculate or pay Rebate Amounts on behalf of the Issuer. The obligation of the Trustee under this Section is limited to giving notice to the Issuer on a best efforts basis, keeping records, investing money and depositing and disbursing money in and from the Rebate Fund in accordance with instructions from the Issuer and under the Indenture.

(k) The intent of the Indenture is to require funding of the Rebate Fund so that money in that account will be available to pay Rebate Amounts when they are required to be paid under Section 148 of the Code. Notwithstanding anything to the contrary in the Indenture, the Issuer may cause the Trustee to amend the Indenture, without consent of the Bondowners, in any manner consistent with the intent of this Section, if the Issuer provides the Trustee with an opinion of Tax Counsel to the effect that:

(i) the Indenture, as amended, states in reasonable detail the procedures with which the Issuer must comply under the applicable provisions of the regulations and rulings under Section 148 of the Code that are then in effect, and requires the Trustee to notify the Issuer in advance of the date on which action is required to comply with Section 148(f) of the Code; and

(ii) the amendment will not cause interest on the Bonds to become includable in gross income for federal income tax purposes; and

(iii) the amendment is consistent with the stated intent of the Indenture prior to its amendment.

(l) The Trustee shall retain records of the source of and determination of the Rebate Amounts required to be deposited and credited to the Rebate Fund, of the proceeds of any investments of money in the Rebate Fund, and of the amounts paid to the United States Treasury from the Rebate Fund for six years after the retirement of the last outstanding Bond, or such shorter period as may be permitted by Section 148 of the Code.

(m) The Trustee may, in its discretion, establish such accounts within the Rebate Fund established under the Indenture, and subaccounts within any of such accounts, as the Trustee may deem necessary or useful for the purpose of identifying more precisely the sources of payments into and disbursements from such accounts or subaccounts, but the establishment of any such additional account or subaccount shall not alter or modify any of the requirements of the Indenture with respect to the deposit or use of money in the Rebate Fund established hereunder or result in commingling of funds not permitted hereunder.

Administrative Fund

The Trustee shall deposit in or transfer to the Administrative Fund:

(i) immediately upon receipt thereof, funds on deposit in the Project Fund that are to be transferred to the Administrative Fund for the purpose of paying the Administrative Expenses of the Program;

(ii) immediately upon receipt thereof, funds on deposit in the Revenue Fund that represent Loan Payments allocable to the Administrative Expenses of the Program;

(iii) immediately upon receipt thereof, the net earnings on investments of money in the Administrative Fund; and

(iv) all other money required to be transferred to or deposited in the Administrative Fund pursuant to any provision of the Indenture or any Assistance Agreement.

The Trustee shall make payments from the Administrative Fund to pay, or to reimburse the Issuer for payment of costs and the Administrative Expenses of the Program. Payments from the Administrative Fund shall be made upon a written request of the Program Administrator.

All investment earnings, if any, on money in the Administrative Fund shall be deposited to the Revenue Fund.

Final Balances

Upon payment of all principal of and premium, if any, and interest on the Bonds, and upon payment of all sums properly due and payable thereunder and under the Assistance Agreement (including all fees, charges and expenses of the Trustee and the Issuer which are properly due and payable thereunder and under the Assistance Agreement as of such date), all money remaining in all Funds and accounts, except money held by the Trustee pursuant to the Indenture, shall be remitted to the Bank to the extent of any outstanding obligation of the Issuer to the Bank, as certified by the Bank to the Trustee and the Issuer, and any remaining balance shall be paid to the Issuer.

Investment of Funds

Money on deposit in the Project Fund shall be invested and reinvested by the Trustee in Authorized Investments, as directed by the Issuer and confirmed in writing.

In the absence of written direction from the Issuer with respect to investment of moneys held in the Project Fund, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Authorized Investments under the Indenture.

Money on deposit in the Principal and Interest Account or Redemption Account of the Bond Fund shall be invested and reinvested by the Trustee in Authorized Investments as directed by the Issuer and confirmed in writing, but in the event of the failure of the Issuer to provide timely directions as to such investments or reinvestments, the Trustee shall invest or reinvest any or all money held by it in the Bond Fund in the uninvested cash account maintained by the Trustee. Money in the Liquidity Account of the Bond Fund representing a draw under the Liquidity Agreement shall be invested only in accordance with the provisions of the Indenture. Money in the Remarketing Proceeds Account

representing remarketing proceeds shall not be invested. In all cases money in the accounts in the Bond Fund shall be invested only in Authorized Investments maturing no later than the date money in such account or accounts is needed to make the payments authorized to be made therefrom.

Money on deposit in the Reserve Fund shall be invested and reinvested by the Trustee in Authorized Investments, as directed by the Issuer and confirmed in writing.

In the absence of written direction from the Issuer with respect to investment of moneys held in the Reserve Fund, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Authorized Investments under the Indenture.

Money on deposit in the Rebate Fund, if created, shall be invested only in accordance with the provisions of the Indenture.

Allocation of Income and Losses

The interest and income received with respect to the investments in any Fund or account held by the Trustee under the Indenture, and any profit or loss resulting from the sale of any such investments, shall be deposited and credited upon receipt, or charged to such Fund or such account, and all earnings received from the investment of money in any Fund or account shall be credited as described in the Indenture.

Whenever any transfer or payment is required to be made from any particular Fund or account, such transfer or payment shall be made from such combination of maturing principal, redemption or repurchase prices, liquidation proceeds and withdrawals of principal as the Trustee deems appropriate for such purposes, after taking into account such factors as the Trustee may deem appropriate.

Neither the Issuer nor the Trustee shall be accountable for any depreciation in the value of the investments or any losses incurred upon any authorized disposition thereof.

Investments; Arbitrage; Special Arbitrage Restriction

The Trustee may make any and all investments permitted by the provisions of the Indenture through its own trust department. As and when any amount invested pursuant to the Indenture may be needed for disbursement, the Trustee shall cause a sufficient amount of such investments to be sold and reduced to cash to the credit of such Funds. The Trustee covenants that at any time that it has discretion as to such investments it will not use or invest the proceeds of the Bonds in any manner which will cause the Bonds to become "arbitrage bonds" within the meaning of Section 148 of the Code and any lawful regulation proposed or promulgated thereunder, as the same exist on this date or may from time to time hereafter be amended, supplemented or revised. The Trustee may rely upon certificates of certified public accountants and opinions of Tax Counsel or Bond Counsel with respect to the foregoing covenants.

Performance of and Authority for Covenants

The Issuer covenants and represents that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Indenture and in the Related Documents, in any and every Bond executed, authenticated and delivered thereunder and in all proceedings of its Board of Directors pertaining thereto; that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds and to pledge and grant a security interest in the Trust Estate in the manner and to the extent set forth therein; that all action on its part for the issuance of the Bonds and for the execution and delivery thereof will be duly and effectively taken and that such Bonds in the hands of the Owners thereof will be valid and enforceable special and limited obligations of the Issuer according to the terms thereof.

The Issuer acknowledges and agrees that all covenants contained in the Indenture are with and for the benefit of all Bondowners and the Bank and can be enforced by the Trustee, in its discretion or at the direction of the Bank or

the Bondowners, as provided therein, or by the Bank or the Bondowners in accordance with the provisions of the Indenture.

Extensions of Payments of Bonds

The Issuer will not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of interest thereon without the consent of the Trustee, the Owners of all Outstanding Bonds and the Bank.

Concerning the Assistance Agreement

The Issuer will do or cause to be done all things on its part to be performed under the Assistance Agreement so that the obligations of the Issuer thereunder shall not be impaired or excused.

Lien of Indenture

The Issuer will not knowingly create or suffer to be created any lien having priority or preference over the lien of the Indenture upon the Trust Estate or any part thereof, other than the security interests granted by it to the Trustee thereunder. The Issuer agrees that it will issue no obligations, the payment of which is secured by money or amounts derived from the Revenues. Except to the extent otherwise provided in the Indenture, the Issuer will not knowingly enter into any contract or take any action by which the rights of the Trustee or the Bondowners will be impaired.

Instruments of Further Assurance

The Issuer will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments, and transfers for the better conveying, assuring, transferring, assigning, pledging and hypothecating unto the Trustee the rights, title and interests of the Issuer in the Assistance Agreements as security for the payment of the Purchase Price and principal of and premium, if any, and interest on the Bonds in the manner and to the extent contemplated therein. The Issuer shall be entitled to reimbursement from the Governmental Agency for any action taken pursuant to this Section.

Tax-Exempt Status of Bonds

The Issuer covenants and agrees not to use or permit the use of any of the proceeds of the Bonds in such manner, and not to take or omit to take any other action in such manner, as will impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer further covenants and agrees to comply with applicable arbitrage rebate requirements under Section 148 of the Code.

Events of Default

The following events shall be Events of Default:

(1) default in the due and punctual payment of the Purchase Price or principal of or premium, if any, or interest on any Bond when and as the same shall become due and payable, whether on any Purchase Date or Mandatory Tender Date, at maturity as therein expressed, by proceedings for redemption, by acceleration or otherwise;

(2) failure of the Bank to honor a demand for purchase under the Liquidity Agreement made in accordance with its terms;

(3) default by the Issuer in the observance of any of the other covenants, agreements or conditions on its part contained in the Indenture or in the Bonds (other than as shall cause the mandatory redemption of Bonds under the Indenture), if such default shall have continued for a period of 90 days after written notice thereof,

specifying such default and requiring the same to be remedied, shall have been given to the Issuer, the Remarketing Agent and the Bank by the Trustee, or to the Issuer, the Bank, the Remarketing Agent and the Trustee by the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding; or

(4) receipt by the Trustee of written notice from the Bank of the occurrence of an event of default under the Liquidity Agreement and directing the Trustee to accelerate payment of the Bonds and demand a purchase under the Liquidity Agreement.

The Trustee shall notify the Issuer of the occurrence of any event described in paragraph (2) above.

Acceleration of Maturity

If any Event of Default described in paragraphs (1), (2) or (4) above shall occur, the Trustee shall, and in every case during the continuance of any other Event of Default may, upon notice in writing to the Issuer and the Bank, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such Declaration of Acceleration the same shall become and shall be immediately due and payable, anything contained in the Indenture or in the Bonds to the contrary notwithstanding.

Upon any Declaration of Acceleration of the Bonds hereunder, the Trustee shall give notice of such declaration by mail to the respective Owners of the Bonds at their addresses appearing on the Bond Register.

Other Remedies Upon Default

Upon the occurrence and continuance of an Event of Default, then and in every such case the Trustee in its discretion may, and upon the written direction of the Bank or Owners of a majority in aggregate principal amount of the Bonds then Outstanding and receipt of indemnity against anticipated expenses and liability to its satisfaction (which indemnity is a condition precedent to its duties hereunder), shall, in its own name and as the Trustee of an express trust:

(1) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners and require the Issuer, the Bank or any Governmental Agency to carry out any agreements with or for the benefit of the Owners of Bonds and to perform its or their duties under the Act, the Assistance Agreement, the Liquidity Agreement and the Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of the Liquidity Agreement, the Assistance Agreement or the Indenture, as the case may be;

(2) bring suit upon the Bonds;

(3) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of Bonds;

(4) accelerate any Assistance Agreement which may have the occurrence of an Assistance Agreement Default Event; or

(5) exercise any other remedies available at law or in equity.

Application of Revenues and Other Funds After Default

If an Event of Default shall occur and be continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of the Indenture (subject to certain Sections titled "Rebate Fund" and "Unclaimed Money" and provided that (i) proceeds from a demand for purchase under the Liquidity Agreement, (ii) remarketing proceeds, (iii) Eligible Funds and (iv) money described in the Section titled "Unclaimed Money" herein below shall not be used for purposes other than payment of the Bonds or for the purpose of reimbursing the Bank if the

Bonds have been paid in full from the proceeds of a demand for purchase under the Liquidity Agreement) shall be applied by the Trustee as follows and in the following order:

(1) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and payment of reasonable charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under the Indenture;

(2) To the payment of amounts then due on the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of the Indenture, without preference or priority of any kind, ratably, according to the amounts due on the Bonds for principal (and premium, if any) and interest, respectively, to the Owners thereof without discrimination or privilege; and

(3) To the Bank to be applied pursuant to the terms of the Liquidity Agreement, and the Trustee shall give written notice to the Issuer of the date and amount of such transfer.

Trustee to Represent Bondowners

The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, the Indenture, the Liquidity Agreement, the Assistance Agreements and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bondowners, the Trustee in its discretion may, and upon the written request of the Bank or of Owners of a majority in aggregate principal amount of the Bonds then Outstanding as provided in the Indenture, and upon being indemnified against anticipated expenses and liabilities to its satisfaction therefor (which indemnity is a condition precedent to its duties hereunder), shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained therein, or in aid of the execution of any power therein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under the Indenture, the Liquidity Agreement, the Assistance Agreements or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Revenues and other assets pledged under the Indenture, pending such proceedings. Notwithstanding the foregoing, the Trustee shall not require indemnification prior to making draws on the Liquidity Agreement, accelerating the Bonds as required therein, or making payment of principal of or premium, if any, or interest on the Bonds.

All rights of action under the Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of the Indenture.

Bank's or Bondowners' Direction of Proceedings

Anything in the Indenture to the contrary notwithstanding, the Bank, so long as the Liquidity Agreement is in effect and the Bank is not in default in its obligations thereunder, or, if not, the Owners of a majority in aggregate principal amount of the Bonds Outstanding, shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the time, place and method of conducting all remedial proceedings taken by the Trustee thereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of the Indenture, and that the Trustee shall have the right to decline to follow any such direction that in the sole discretion of the Trustee would be unjustly prejudicial to Bondowners not parties to such direction. Before the Owners may take or require the Trustee to take any action not otherwise required thereunder, the Trustee may require

that it be furnished an indemnity bond satisfactory to it for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful misconduct of the Trustee, by reason of any action so taken by the Owners or the Trustee. The Trustee shall not be responsible for the propriety of or liable for the consequences of following such a direction given by the Bank or the Owners of a majority in aggregate principal amount of the Bonds Outstanding. The Bank shall have no rights to direct proceedings hereunder in respect of remedies available to the Trustee against the Bank, including without limitation drawings to be made under the Liquidity Agreement, or against the Remarketing Agent or Underwriter when the Bank is acting in such capacity.

Limitation on Bondowners' Right to Sue

Except as otherwise provided in the Indenture, no Owner of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Indenture, any Assistance Agreement or any other applicable law with respect to such Bond, unless (1) the Liquidity Agreement is not available to pay the principal of or interest on the Bonds or the Bank is in default in its obligations under the Liquidity Agreement; (2) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (3) the Owners of not less than 50% in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (4) such Owner or Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (5) the Trustee shall have refused or failed to comply with such request for a period of 90 days after such written request shall have been received by, and such tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or failure are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy under the Indenture or under law; it being understood and intended that no one or more Bondowners shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture or the rights of any other Bondowners, or to enforce any right under the Indenture, the Assistance Agreements or applicable law with respect to the Bonds, except in the manner therein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner provided therein and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of the Indenture.

Notwithstanding the foregoing, nothing in the Indenture shall be construed as limiting or otherwise modifying the rights of the Owners and the Trustee under the Indenture, and in no event shall anything therein impair the absolute and unconditional right of the Owner of each Bond to receive payment of the Purchase Price or principal thereof and interest and premium, if any, thereon at the times provided in such Bond and in the Indenture and to institute suit solely for the purpose of enforcing any such payment or purchase.

Absolute Obligation of Issuer

Nothing in the Indenture or in any other provision of the Indenture, or in the Bonds, shall affect or impair the obligation of the Issuer, which is absolute and unconditional, to pay the Purchase Price or principal of and premium, if any, and interest on the Bonds to the respective Owners of the Bonds at the times stated therein, but only out of the Revenues and other assets pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Termination of Proceedings

In case any proceedings taken by the Trustee, the Bank or any one or more Bondowners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, the Bank or the Bondowners, then in every such case the Issuer, the Bank, the Trustee and the Bondowners, subject to any determination in such proceedings, shall be restored to their former positions and rights thereunder,

severally and respectively, and all rights, remedies, powers and duties of the Issuer, the Bank, the Trustee and the Bondowners shall continue as though no such proceedings had been taken.

Remedies Not Exclusive

Except as otherwise provided in the Indenture, no remedy therein conferred upon or reserved to the Trustee or the Bank or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given thereunder or now or hereafter existing at law or in equity or otherwise.

No Implied Waiver of Default

No delay or omission of the Trustee, the Bank or any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by the Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

Waivers of Events of Default

Unless a Declaration of Acceleration has been given by the Trustee, the Trustee in its discretion may, if all arrearages of principal and interest, if any, on the Bonds and all expenses of the Trustee and/or the Issuer have been paid and all other defaults shall have been cured or provision satisfactory to the Trustee, the Issuer and the Bank has been made therefor, waive any Event of Default thereunder other than a default under Subsection (2) or (4) of "Events of Default" herein, and, with the written request of the Bank, shall waive any Event of Default thereunder other than a default under Subsection (2) of "Events of Default" and rescind its consequences; provided, however, the Trustee may not in any event waive an Event of Default unless the Liquidity Agreement or an Alternate Credit Facility is in effect at the time of such waiver and such Liquidity Agreement or Alternate Credit Facility has been fully reinstated with respect to the payment of the principal of and the interest on the Outstanding Bonds. In the case of any such waiver and rescission, the Issuer, the Trustee and the Bondowners shall be restored to their former positions and rights thereunder, respectively, but no such waiver and rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under the Indenture shall be subject to the prior written approval of the Bank, other than a default under Subsection (2) of "Events of Default", and shall be in writing, and a copy thereof shall be delivered to the Issuer and the Bank.

Acceptance of Trust and Prudent Performance Thereof

The Trustee, as evidenced by its due execution of the Indenture, hereby accepts the conveyance set forth in the preamble, in trust, and agrees to keep, perform and observe faithfully all of the covenants, conditions and requirements imposed upon it in the Indenture and in the Bonds and the covenants, conditions, requirements, duties and obligations imposed upon the Issuer in the Assistance Agreements and assigned to the Trustee.

The Trustee shall be required to take notice or be deemed to have notice of any Event of Default thereunder other than Assistance Agreement Default Events that are not otherwise Events of Default thereunder, and shall be required to take notice or be deemed to have notice of the Assistance Agreement Default Events described in Section 9.1(a), (c) and (f) of the Assistance Agreement. The Trustee shall be required to take notice or be deemed to have notice of any other Assistance Agreement Default Event only if the Trustee shall have received specific notice thereof delivered to the address set forth in the Indenture. All notices or other instruments required by the Indenture or the Assistance Agreement to be delivered to the Trustee, in order to be effective, must be delivered at the principal corporate trust office of the Trustee; and in the absence of such notice so delivered, the Trustee may conclusively assume that there is no default or Event of Default. Nonetheless, the Trustee may in its sole discretion take notice of an Assistance Agreement Default Event without specific notification thereof. In such case, the Trustee shall proceed as if it had received such specific notification and all provisions of the Indenture applying to the Trustee after having received such specific notification shall apply to the Trustee in actions without such specific notification.

(3) The Trustee shall not be liable with respect to any action taken or omitted to be taken thereunder except for its own negligent failure to act or its own negligence or willful misconduct; provided, that:

(a) In the absence of an Event of Default, the duties and obligations of the Trustee shall be determined solely by the express provisions of the Indenture; the Trustee shall be obligated to take only such actions as are specifically set forth therein or as are specifically required to be taken by the Trustee when requested from time to time by the Bank or the Owners of not less than the aggregate principal amount of Outstanding Bonds specified therein with respect to the action in question; and

(b) In the absence of willful misconduct on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and to the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the procedural requirements of the Indenture or the Assistance Agreement; but in the case of any such certificate or opinion which by any provision is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the procedural requirements of the Indenture or the Assistance Agreement; and

(c) The Trustee shall not be liable for any error of judgment made in good faith by the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(d) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Bank or the Owners of not less than 50% in aggregate principal amount of Outstanding Bonds or in accordance with the express provisions of the Indenture.

Appointment of Trustee

There shall at all times be a trustee under the Indenture which shall be an association or a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$100,000,000 (or a subsidiary of an association or corporation having such combined capital and surplus), and subject to supervision or examination by federal or state authority. The written consent of the Rating Agency, if any, shall be required for the appointment of any successor to the Trustee unless the obligations of such successor are rated Baa3/P-3 or higher by the Rating Agency. If such association or corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purposes of the Indenture, the combined capital and surplus of such association or corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section and another association or corporation is eligible, the Trustee shall resign immediately in the manner and with the effect specified in the Indenture.

Resignation of Trustee

The Trustee may resign and be discharged from the trusts created by the Indenture by giving to the Issuer, the Bank and the Remarketing Agent 45 days' advance written notice. Such resignation shall take effect on the day specified in such notice, but the Trustee shall not be discharged from the trusts created hereby until a successor trustee has been approved and appointed. Subsequent to such date, the Trustee shall have no further duties and obligations under the Indenture or any Assistance Agreement.

Removal of Trustee

(a) Subject to the provisions of the Indenture, the Trustee may be removed at any time, either with or without cause, by the Owners of a majority in aggregate principal amount of Outstanding Bonds, provided that all fees of the Trustee due and owing pursuant to the Indenture shall first be paid.

(b) Subject to the provisions of the Indenture, the Trustee may be removed, either with or without cause, by the Issuer so long as there has been no Event of Default which then remains uncured and provided that all fees of the Trustee due and owing pursuant to the Indenture shall first be paid.

(c) Any removal of the Trustee pursuant to the Indenture shall be effected by delivery to the Trustee of a written instrument to that effect.

(d) No resignation or removal of the Trustee shall be effective until a successor to the Trustee, not objected to by the Bank or the Remarketing Agent and qualified to carry out the functions of Trustee under the Indenture, shall have been appointed and shall have assumed those functions.

Appointment of Successor Trustee

(a) If at any time the Trustee shall resign, be removed or otherwise become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if a public supervisory office shall take charge or control of the Trustee or of its property or affairs, a vacancy shall forthwith and *ipso facto* be created in the office of such Trustee thereunder, and the Issuer shall promptly appoint a successor Trustee not objected to by the Remarketing Agent or the Bank and meeting the requirements of the Indenture.

(b) If, in a proper case, no appointment of a successor Trustee shall be made pursuant to the Indenture within 45 days after notice of removal or resignation of the Trustee, any Owner or the retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. The court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(c) The Issuer shall notify the Rating Agency of the appointment of a successor Trustee within 30 days of such appointment.

Merger of Trustee

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor trustee thereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties to the Indenture, anything therein to the contrary notwithstanding, provided that such resulting entity shall be entitled under state or federal law to exercise corporate trust powers.

Transfer of Rights and Property to Successor Trustee

Every successor Trustee appointed under the Indenture shall execute, acknowledge and deliver to its predecessor and also to the Issuer a written instrument accepting such appointment thereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with the Trust Estate and the rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request from the Authorized Representative of the Issuer or of its successor execute and deliver a written instrument transferring to such successor all the Trust Estate and the rights, powers, trusts, duties and obligations of such predecessor thereunder, and every predecessor Trustee shall deliver all funds held by it as Trustee thereunder to its successor. Should any assignment, conveyance or written instrument from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor Trustee the Trust Estate and rights, powers, trusts, duties and obligations hereby vested or intended to be vested in the predecessor Trustee, any and all such assignments, conveyances and written instruments shall, on request, be executed, acknowledged and delivered by the Issuer. Each successor Trustee shall give notice of its appointment to all Owners appearing on the Bond Register as of the date of appointment. The successor Trustee shall reimburse the predecessor Trustee for any expenses incurred under the Indenture.

The Trustee's rights to immunity and protection from liability thereunder and its right to receive payment of its fees and expenses shall survive its removal or resignation and the final payment, defeasance or discharge of the Bonds and the termination of the lien of the Indenture.

Defeasance

If the Issuer shall issue refunding bonds or have money available from any other lawful source to pay the Purchase Price, if applicable, or principal of and premium, if any, and interest (calculated at the Maximum Interest Rate unless the Bonds are in a Fixed Interest Rate Period that continues until the maturity date of the Bonds) on the Bonds, or such portion thereof included in the refunding or defeasance plan, as the same become due and to pay the costs of refunding or defeasance, and shall have set aside irrevocably in a special fund for and pledged to such payment, refunding or defeasance, Eligible Funds in the form of money and/or Government Obligations that are not subject to redemption prior to maturity sufficient in amount, together with known earned income from the investments thereof but without regard to any reinvestment thereof, to make such payments and to accomplish the refunding or defeasance as scheduled (hereinafter called the "trust account"), and shall make irrevocable provisions for redemption of such Bonds, if such redemption is included in the refunding or defeasance plan, then in that case all right and interest of the Owners of the Bonds to be so retired, refunded or defeased (hereinafter collectively called the "Defeased Bonds") in the covenants of the Indenture, in the Revenues and Funds, and in the funds and accounts obligated to the payment of such defeased Bonds, other than the right to receive the funds so set aside and pledged, thereupon shall cease and become void. Notwithstanding the foregoing, in the event the funds in the trust account are not available for such payment, the Owners of the Defeased Bonds shall have the residual right to receive payment of the Purchase Price, if applicable, and principal of and premium, if any, and interest on the defeased Bonds from the Revenues and Funds without any priority of lien or charge against those Revenues or Funds or covenants with respect thereto except to be paid therefrom (except such rights as exist with respect to payment, exchange and transfer of such Bonds under the pertinent provisions of the Indenture, and except that the covenants contained in the Indenture shall continue in full force and effect). After the establishing and full funding of such trust account, the Defeased Bonds shall be deemed to be discharged and the Issuer then may apply any money in any other fund or account established for the payment or redemption of the Defeased Bonds to any lawful purposes as it shall determine, subject only to the rights of the Owners of any other Bonds then Outstanding.

Anything in the Indenture to the contrary notwithstanding, if such Eligible Funds in the form of cash or Government Obligations have been deposited or set aside with the Trustee pursuant to the Indenture for the payment of Bonds and interest and premium thereon, if any, and such Bonds shall not yet have been paid in full, no amendment to the provisions of the Indenture shall be made without the consent of the Owner of each Bond affected thereby.

It shall be a condition of any such defeasance of Bonds that the Issuer has obtained (i) the opinion of counsel recognized in the area of bankruptcy matters that payment of the Defeased Bonds from the money and securities in the trust account will not constitute a voidable preference under the Bankruptcy Code, (ii) written evidence from the Rating Agency that the defeasance of the Variable Rate Bonds will not result in either a reduction or a withdrawal of its then current rating on the Variable Rate Bonds, and (iii) a certificate of a nationally recognized accounting firm that the money and securities in the trust account are sufficient to discharge and defease the Defeased Bonds.

Upon the discharge and defeasance of the Defeased Bonds, the Trustee shall send written notice to each Owner of a Defeased Bond stating that the Owner's Bond has been defeased and the time and manner of presenting the Defeased Bond for payment. If any of the Defeased Bonds are purchased and remarketed pursuant to a Demand Purchase Option, the Trustee shall send written notice to the Remarketing Agent and the purchaser of such defeased Bonds stating that such Defeased Bonds have been defeased and the time and manner of presenting the Defeased Bonds for payment.

Unclaimed Money

Notwithstanding any other provision of the Indenture, any money held by the Trustee for the payment and discharge of any Bond shall be held in cash and shall not be invested by the Trustee. Any money held by the Trustee for the payment and discharge of any Bond which remains unclaimed for more than one year after the discharge of such Bond (or such longer period as the Issuer may approve in writing) shall be free from such trust and shall promptly thereafter be transferred to the Bank by the Trustee for application in accordance with the Liquidity Agreement, or, if no amounts are due to the Bank under the Liquidity Agreement, to the Issuer, and the Trustee shall be released and discharged with respect thereto, and the Owners of Bonds payable from any such money shall look only to the Issuer for the payment thereof (or to the State if the Issuer has delivered such money to the State in accordance with the laws of the State relating to the escheat of unclaimed funds).

The Trustee shall not be responsible for accounting for, or paying to, the Issuer, the Bank or any Bondowner any return on or benefit from money held for the payment of unredeemed Bonds or outstanding checks, and no calculation of the same shall affect or result in any offset against fees due to the Trustee under the Indenture.

Amendment of Indenture

(a) The Indenture shall not be supplemented or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of the Indenture.

(b) The Issuer may from time to time and at any time, with the consent of the Bank, but without the consent of or notice to the Owners of the Bonds, enter into Supplemental Indentures for the following purposes:

(1) to cure any formal defect, omission, inconsistency or ambiguity in the Indenture in a manner not adverse to the Owner of any Bonds;

(2) to impose upon the Trustee for the benefit of the Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(3) to add to the covenants and agreements of, and limitations and restrictions upon, the Issuer or any Governmental Agency in the Indenture other covenants, agreements, limitations and restrictions to be observed by the Issuer or any Governmental Agency which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(4) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, the Indenture of any other money, securities or funds;

(5) to comply with any federal law or interpretation, including those relating to arbitrage rebate, to prevent the occurrence of an event that in the opinion of Bond Counsel would lead to a Determination of Taxability;

(6) to modify, amend or supplement the Indenture in such manner as necessary to provide for the substitution of an Alternate Credit Facility;

(7) to modify, amend or supplement the Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by that act or statute, in a manner not adverse to the Owner of any Bond;

(8) to authorize different denominations of the Bonds and to make correlative amendments and modifications to the Indenture regarding exchangeability of Bonds of different Authorized Denominations,

redemptions of portions of Bonds of particular Authorized Denominations and similar amendments and modifications of a technical nature;

(9) to make such changes as are elsewhere expressly permitted by the Indenture; and

(10) to modify, alter, amend or supplement the Indenture in any other respect, including modifications required by the Rating Agency, which in the reasonable judgment of the Trustee is not materially adverse to the Owners of the Bonds and which does not involve a change described in paragraph (c) below.

Concurrently with or prior to the adoption by the Issuer of any such Supplemental Indenture pursuant to the Indenture, there shall have been delivered to the Issuer, the Remarketing Agent and the Trustee an opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by the Indenture and will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and will not cause the interest on the Bonds to be included in gross income of the Owners for federal income tax purposes.

(c) Except for any Supplemental Indenture entered into pursuant to paragraph (b) above, subject to the terms and provisions contained in this paragraph (c) and in any Related Documents and not otherwise, the Bank and the Owners of 60% in aggregate principal amount of Bonds then Outstanding shall have the right from time to time to consent to and approve the entering into by the Issuer of any Supplemental Indenture deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in the Indenture; except that, unless approved in writing by the Owners of all Bonds then Outstanding, nothing contained in the Indenture shall permit, or be construed as permitting:

(1) a change in the times, amounts or currency of payment of the principal of or premium, if any, or interest on any outstanding Bond, or a reduction in the principal amount or redemption price of any outstanding Bond or a change in the method of redemption or redemption price of any outstanding Bond or an extension of the final maturity thereof;

(2) a preference or priority of any Bond over any other Bond;

(3) a reduction in the aggregate principal amount of Bonds the consent of the Owners of which is required for any such Supplemental Indenture;

(4) the creation of any lien ranking prior to or on a parity with the lien of any Bonds; or

(5) the modification of any of the provisions of the Indenture.

If at any time the Issuer shall desire to enter into any Supplemental Indenture for any of the purposes of this paragraph (c), the Trustee shall cause notice of the proposed Supplemental Indenture to be given by first-class United States Mail, postage prepaid, to all Owners of the then Outstanding Bonds and to the Rating Agency, the Remarketing Agent and the Bank. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Owners of the Outstanding Bonds.

Within 60 days after the date of the mailing of such notice or such longer period as shall be prescribed from time to time by the Issuer, the Issuer may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first or concurrently been delivered to the Trustee (i) the required consents, in writing, of the Bank, the Owners of the Bonds and any other Person whose consent is required under the terms of any Related Documents, and (ii) an opinion of Bond Counsel, stating that such Supplemental Indenture is authorized or permitted by the Indenture and, upon the execution and delivery thereof, will be valid and binding upon the Issuer in accordance with its terms and will not cause interest on the Bonds to be includable in gross income of the Owners for federal income tax purposes.

If the Owners of not less than 60% in aggregate principal amount of Bonds shall have consented to and approved the execution and delivery of a Supplemental Indenture as provided therein, no Owner of any Bond shall have any right to object to the adoption of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Issuer or the Trustee from entering into the same or from taking any action pursuant to the provisions thereof. Any written consent to a permitted amendment may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by such Bondowners in person or by an agent duly appointed in writing, and such consent shall become effective when such instrument or instruments are delivered to the Issuer or the Trustee.

(d) Proof of the execution of any such consent or of a writing appointing any such agent shall be sufficient for any purpose and shall be conclusive in favor of the Issuer if made in the following manner: the fact and date of the execution by any Person of any such consent or appointment may be proved by the affidavit of any witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the Person signing such consent or appointment acknowledged to him the execution thereof. The fact and date of execution of such consent or appointment may also be proved in any other manner which the Issuer may deem sufficient; but the Issuer may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Any consent by the Owner of any Bond shall bind any future Owner of the same Bond with respect to any Supplemental Indenture executed by the Issuer pursuant to such consent.

(e) Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of the Indenture, the Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Issuer, the Trustee, the Remarketing Agent, the Bank and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced under the Indenture subject in all respects to such modifications and amendments.

Amendment of Assistance Agreement

(a) Without the consent of or notice to the Owners but with the consent of the Compliance Group and the Trustee, the Issuer and the Governmental Agency may modify, alter, amend or supplement the Assistance Agreement, and the Trustee may consent thereto, as may be required by the provisions of the Assistance Agreement and the Indenture (i) for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein, (ii) for the purpose of avoiding a withdrawal or a reduction in the rating, if any, on the Bonds, (iii) for the purpose of providing for the substitution of an Alternate Credit Facility, (iv) based on an opinion of Bond Counsel, to preserve the tax-exempt status of interest on the Bonds, or (v) in connection with any other change therein which is not materially adverse to the Owners of the Bonds.

(b) Except in the case of modifications, alterations, amendments or supplements referred to in the Indenture, the Issuer shall not enter into any amendment, change or modification of the Assistance Agreement without the written approval or consent of the Trustee and the Owners of 60% in aggregate principal amount of the Bonds then Outstanding; provided, however, that, unless approved in writing by the Owners of all Bonds then Outstanding, nothing contained in this Subsection shall permit, or be construed as permitting, a change in the obligations of the Governmental Agency under the Assistance Agreement. If at any time the Issuer or the Governmental Agency shall request the consent of the Trustee to any such proposed modification, alteration, amendment or supplement, the Trustee shall cause notice thereof to be given in the same manner as provided with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed modification, alteration, amendment or supplement and shall state that copies of the instrument embodying the same are on file at the principal office of the Trustee for inspection by all Owners. The Issuer may enter into, and the Trustee may consent to, any such proposed modification, alteration, amendment or supplement subject to the same conditions and with the same effect as provided with respect to Supplemental Indentures.

(c) Concurrently with or prior to entering into or consenting to, as the case may be, any modification, alteration, amendment or supplement to the Assistance Agreement pursuant to the Indenture, the Issuer and the Trustee shall have received an opinion of Bond Counsel stating that such modification, alteration, amendment or supplement is authorized

or permitted by the Indenture, the Assistance Agreement and the Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Issuer and the Governmental Agency in accordance with its terms, and will not adversely affect the exclusion from gross income of the Owners of interest on the Bonds for federal income tax purposes.

Remarketing Agent

The Remarketing Agent shall be Morgan Keegan, Lexington, Kentucky. The Issuer shall, with the consent of the Bank, appoint any successor Remarketing Agent for the Bonds, subject to the conditions set forth in the Indenture. The Remarketing Agent shall designate its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer and the Trustee under which the Remarketing Agent will agree, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer and the Trustee at all reasonable times.

While any agent is so appointed and acting, the Trustee shall, subject to the provisions of the Indenture, at all times be and remain responsible for the timely and faithful performance by such agent of the acts and duties of the Trustee under the Indenture. Any person appointed as agent of the Trustee pursuant to the Indenture may resign at any time by giving notice to the Trustee not less than 60 days prior to such resignation and may be removed as such agent at any time by written notice delivered to such agent by the Trustee. The Trustee shall give written notice to the Remarketing Agent, the Issuer and each Owner at the address of such Owner as it last appears in the Bond Register of any resignation or removal of such agent and of the identity and the address of the principal office of any successor agent.

The Trustee agrees, particularly, as follows:

(1) The Trustee shall, upon receipt of a notice of the exercise by any Owner of the Demand Purchase Option, give prompt telephonic notice thereof to the Remarketing Agent, specifying the amount of Bonds to be purchased and the Purchase Date, and shall, not later than the following Business Day, confirm such telephonic notice in writing and deliver to the Remarketing Agent and the Bank a copy of such notice.

(2) On each Purchase Date, the Trustee shall give the Remarketing Agent telephonic notice, confirmed in writing by the following Business Day, of the amount of Bonds delivered pursuant to the Indenture.

(3) The Trustee shall hold all Bonds delivered to it pursuant to any provision of the Indenture in trust for the benefit of the respective Owners which shall have so delivered such Bonds until new Bonds are required by the Indenture to be delivered to the respective purchasers thereof.

(4) The Trustee shall cancel all Bonds that it has received pursuant to the Demand Purchase Option or on a Mandatory Tender Date and shall register and authenticate new Bonds in a like aggregate principal amount in the names and in the denominations set forth in the written notice given to the Trustee by the Remarketing Agent pursuant to the Indenture.

(5) The Trustee shall deliver Bonds to the purchasers thereof in accordance with the Indenture. The Trustee shall remit the Purchase Price of tendered Bonds to the tendering Owners of Bonds in accordance with the Indenture.

(6) The Trustee shall hold all tendered Bonds cancelled following receipt of such Bonds from the Owners thereof.

(7) The Trustee shall keep such books and records as shall be consistent with prudent industry practice and shall make such books and records available for inspection by the Issuer and the Bank at all reasonable times.

(8) The Trustee shall hold all money (without investment thereof) delivered to it thereunder for the purchase of Bonds pursuant to the Demand Purchase Option or on a Mandatory Tender Date as agent and bailee of, and in escrow for the benefit of, the person or entity which shall have so delivered such money until the Bonds purchased with such money shall have been delivered to or for the account of such person or entity.

(9) The Trustee shall hold all money delivered to it for the purchase of Bonds pursuant to the Demand Purchase Option or on a Mandatory Tender Date as agent and bailee of, and in escrow for the benefit of, the former Owner or Owners who shall deliver Bonds to it for purchase until the Bonds purchased with such money shall have been delivered to the new Owners; provided, however, that if the Bonds shall at any time become due and payable prior to their delivery, the Trustee shall cause such money to be deposited into the Bond Fund.

Qualifications of Remarketing Agent; Resignation; Removal

The Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc., or a bank or banking association or subsidiary thereof, in either case having a combined capital stock, surplus and undivided profits of at least \$10,000,000 and authorized by law to perform all the duties imposed upon it by the Indenture. The written consent of the Rating Agency, if any, shall be required for the appointment of any successor to the Remarketing Agent unless the obligations of such successor are rated Baa3/P-3 or higher by the Rating Agency. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by the Indenture by giving notice at least 90 days prior to the proposed date of such resignation to the Issuer, the Trustee and the Bank. Such resignation shall take effect on the day a successor Remarketing Agent shall have been appointed and shall have accepted such appointment. The Remarketing Agent may be removed at anytime, by an instrument, signed by the Issuer, filed with the Remarketing Agent, the Trustee and the Bank; provided, however, that such removal shall not be effective unless and until a successor Remarketing Agent shall have accepted such appointment.

Remarketing Of Bonds; Notice of Interest Rates

(a) Upon the receipt of notice of the exercise by any Owner of the Demand Purchase Option or of the occurrence of a Mandatory Tender Date, unless otherwise directed by the Issuer with the consent of the Bank, the Remarketing Agent shall offer for placement and use its best efforts to market such Bonds, any such sale to be made on, or as soon as practicable after, the date of such purchase by the Trustee, at a Variable Interest Rate or the Fixed Interest Rate, as applicable, provided, however, that if the Liquidity Agreement shall be in effect, the Remarketing Agent shall not market any of such Bonds at a price below the principal amount thereof plus accrued interest thereon. The Remarketing Agent shall not remarket any Bond to any Governmental Agency, any affiliate of any Governmental Agency, any other party to the Liquidity Agreement or to the Issuer.

(b) The Remarketing Agent shall determine the rate of interest to be borne by the Bonds during each Interest Rate Period and shall furnish to the Trustee by telephone or telefacsimile on the day of such determination (promptly confirmed in writing if appropriate) all information necessary for the Trustee to carry out its duties under the Indenture.

(c) The Remarketing Agent shall give telephonic or telegraphic notice by 10:30 a.m., Cincinnati time, promptly confirmed by a written notice, to the Trustee, on the Business Day immediately preceding each date on which Bonds are to be purchased pursuant to the Indenture, specifying the principal amount of Bonds, if any, sold by it pursuant to the Indenture.

(d) The Remarketing Agent shall determine a Variable Interest Rate or a Fixed Interest Rate on each date contained in a direction delivered pursuant to the Indenture, respectively, and shall give notice thereof by telephone or telefacsimile promptly confirmed by a written notice (if applicable) to the Trustee and the Issuer.

(e) The Remarketing Agent shall determine the redemption dates and the redemption prices of the Bonds if the Bonds are to be converted to a Fixed Interest Rate Period or if the Bonds are to remain in a Fixed Interest Rate Period upon the expiration of a Fixed Interest Rate Period.

(f) From the date on which the Remarketing Agent receives notice of any Mandatory Tender Date or redemption date until such date, the Remarketing Agent will not place any Bond except to a person who acknowledges in writing that it has knowledge of the matters stated in the notice of such Mandatory Tender Date, or redemption given by the Trustee pursuant to the Indenture and shall have agreed in writing not to sell such Bond, other than pursuant to the Demand Purchase Option.

(g) The purchasers of tendered Bonds shall pay or cause to be paid the Purchase Price thereof to the Trustee.

Delivery of Bonds

(a) Bonds remarketed by the Remarketing Agent upon the exercise of the Demand Purchase Option or the occurrence of a Mandatory Tender Date shall be delivered to the Trustee for cancellation pursuant to the Indenture, and the Trustee shall deliver, to the purchasers thereof, Bonds in all applicable respects equivalent to the cancelled Bonds.

(b) Bonds purchased with money described in clause (1) of Subsection (b) of the section of the Indenture titled "Notice of Bonds Tendered for Purchase; Purchase of Bonds" shall be delivered to the Trustee for cancellation.

(c) Bonds tendered pursuant to the Demand Purchase Option or on a Mandatory Tender Date, not remarketed and purchased with money described in the Indenture shall be delivered to the Trustee to be held in trust for the benefit of the Bank (or its designee) in respect of the applicable purchase under the Liquidity Agreement and may be released for redelivery upon notice from the Remarketing Agent that it has arranged for the Bonds so held to be remarketed. The Trustee shall not release such Bonds for delivery, and the Remarketing Agent shall not deliver such Bonds to the new Owners thereof, until the Trustee has been notified in writing by the Bank that the Liquidity Agreement has been reinstated pursuant to the Liquidity Agreement.

(d) Bonds delivered as provided in the Indenture shall be registered in the manner directed by the recipient thereof.

Demands on Liquidity Agreement

Except as provided in the Indenture, Bonds which are to be purchased pursuant to the Demand Purchase Option or on a Mandatory Tender Date (except to the extent that money described in the Indenture shall be available for the purchase of such Bonds), shall be paid from moneys derived from the purchase of Bonds by the Bank pursuant to the Liquidity Agreement, and the Trustee promptly shall demand a purchase under the Liquidity Agreement in such an amount sufficient to make timely payment of the Purchase Price of such Bonds.

Delivery of Proceeds of Remarketing

The proceeds of the remarketing by the Remarketing Agent of any Bonds shall be furnished to the Trustee for delivery to the former Owners of such Bonds; provided, however, that if any Bond so remarketed by the Remarketing Agent is a Bond held by the Trustee for the benefit of the Bank in respect of which a Liquidity Purchase (as defined in the Liquidity Agreement) had been made under the Liquidity Agreement, the proceeds of such remarketing shall be delivered (1) if, at that time, there shall be amounts due and payable to the Bank pursuant to the Liquidity Agreement, to the Bank, or (2) if no such amounts shall be so due and payable, to the Issuer.

No Purchases, Sales or Drawings After Default

Anything in the Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default and the Trustee shall have declared an acceleration of the Bonds, there shall be no purchases or sales of Bonds pursuant to the Indenture and the Trustee shall make no drawings under the Liquidity Agreement to pay the Purchase Price of Bonds, except in accordance with the provisions of the Indenture relating to remedies on an Event of Default.

THE ASSISTANCE AGREEMENT

Obligations Payable Out of Revenues on a Parity with Prior Bonds

All of the Obligations and Prior Bonds, together with the interest thereon and such additional bonds ranking on a parity therewith issued by the Governmental Agency and outstanding and that may be thereafter issued and outstanding from time to time under the conditions and restrictions set forth in the Assistance Agreement, shall be payable out of the Sinking Fund, as heretofore created in the Prior Bond Legislation and as hereinafter more specifically provided and shall be a valid claim of the holder thereof only against said fund and the fixed portion or amount of the income and revenues of the System of said Governmental Agency pledged to said fund.

Compliance with Parity Coverage Requirements of the Prior Bond Legislation

The Assistance Agreement declares that in accordance with the provisions of the Prior Bond Legislation, and prior to the issuance of any of the Obligations authorized, there will be procured and filed with the Governmental Agency Clerk of said Governmental Agency any and all statements or certifications for the purpose of having both principal and interest on the Prior Bonds and the Obligations authorized in the Assistance Agreement payable on a parity from the income and revenues of said System with said outstanding Prior Bonds.

Flow of Funds

All proceedings preliminary to and in connection with the issuance of the Prior Bonds, whereby provision was made for the receipt, custody, and application of the proceeds of the Prior Bonds; for the operation of said System on a revenue-producing basis; for the segregation, allocation, and custody of the revenues derived from the operation of the System; and for the enforcement and payment of the Prior Bonds; and all other covenants for the benefit of the bondholders set out in the Prior Bond Legislation, are ratified and confirmed by the Assistance Agreement and shall continue in force and inure to the security and benefit of the Bonds, the same as if such provisions and proceedings were repeated in full herein.

Provided, however, notwithstanding anything to the contrary in any Prior Bond Legislation, the Governmental Agency shall be allowed a credit to the extent of moneys on deposit in the Program Reserve Fund for the purpose of meeting any parity requirements in any Prior Bond Legislation; subject however, to the limitation that moneys in the Program Reserve Fund may only be used to make payments of the Governmental Agency due under the Assistance Agreement, if necessary, and; provided further, that the Trustee may not seek payment for any reserve funds held by Governmental Agency under any Prior Bond Legislation for payment of any amounts due from the Governmental Agency under the Assistance Agreement.

Disposition of Proceeds of the Loan; Governmental Agency Account

Upon (i) the execution of the Assistance Agreement, (ii) the deliverance of the Assistance Agreement to the Trustee, (iii) certification of the Compliance Group that the Loan is to be accepted in the Program and (iv) upon receipt by the Governmental Agency of the proceeds of the Obligations, the proceeds shall be applied as follows:

(a) Disposition of the Proceeds. There shall first be deducted and paid from the proceeds of the Obligations the fees and costs incurred by the Governmental Agency and any other pertinent expenses incident to the issuance, sale and delivery of the Obligations and such other appropriate expenses as may be approved by the Governmental Agency Chief Executive, including but not limited to the Governmental Agency's pro rata share of the Program's fees and expenses.

The balance shall be deposited to the Governmental Agency Account to be used to construct the Project.

(b) Governmental Agency Account. A Governmental Agency Account has been created and maintained by the Trustee pursuant to the Indenture; and the amount on deposit in said Governmental Agency Account shall be applied to the extent necessary, to pay the cost of additions and improvements to and the construction of the Project.

Investment income derived from investment of the Governmental Agency Account, which shall be invested in Permitted Investments accordance with the Assistance Agreement, shall, as received, be deposited in the Governmental Agency Account.

The Trustee shall be obligated to send written notice to the Governmental Agency of the need for investment directions if and whenever funds in excess of \$50,000 shall remain uninvested for a period of more than five days. In the absence of written direction from the Governmental Agency with respect to investment of moneys held in the Governmental Agency Account, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Permitted Investments under the Assistance Agreement.

Payment from the Governmental Agency Account for costs in connection with the Project shall be made only upon a Requisition Certificate delivered to the Trustee which has been approved by the Engineers having charge of supervising such acquisition, improvement and construction, and countersigned by the Governmental Agency Chief Executive, said Engineers to certify in each instance that the Requisition Certificate represents a sum actually earned by and due to the proposed payee under a contract with said Governmental Agency for work performed and/or materials furnished in connection with the Project, or represents a sum necessary to be expended for land and/or rights of way necessary to be acquired by the Governmental Agency in connection with said Project.

No expenditure shall be made from the Governmental Agency Account except for proper and authorized expenses relating to the acquisition, improvement and construction of the Project in accordance with the contracts, plans and specifications approved by the Governmental Agency.

After completion of the Project, as certified by the Engineers, any balance then remaining on deposit in the Governmental Agency Account shall, subject to any and all applicable legal provisions and applicable arbitrage regulations necessary to assure the exemption of interest on the Obligations from Federal income taxation, upon orders of the Governing Body, be transferred to the Sinking Fund, to be used for the purposes thereof.

Arbitrage Limitations

(1) The Governmental Agency covenants that neither the proceeds of the Obligations, nor "Non-Exempt Revenues" of the System, as defined below, will be invested in investments which will produce a net adjusted yield in excess of the net interest cost (effective yield) of the Obligations, if such investment would cause such Obligations to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, as amended, and the applicable regulations thereunder; provided, however, that such proceeds and/or revenues may be invested to whatever extent and whenever the Code and/or applicable regulations permit same to be invested without causing the Obligations to be treated as "arbitrage bonds."

(2) "Non-Exempt Revenues" within the meaning of the foregoing shall be deemed to refer to revenues of the System deposited in any of the funds earmarked for or reasonably expected to be used for the payment of debt service on the Obligations, in excess of "Exempt Revenues," which Exempt Revenues are:

- (a) amounts deposited in the Sinking Fund for the purpose of paying debt service on any Obligations against the System within thirteen (13) months from the date of deposit;
- (b) amounts deposited in the Depreciation Fund or any similar reserve for replacements, reasonably expected to be used for extensions, additions, improvements or replacements to the System, and not reasonably expected to be used to pay debt service (even if pledged to be used to pay debt service in the event of the unexpected inadequacy of other funds pledged for that purpose).

(3) If, and to the extent that any Non-Exempt Revenues are on deposit and are available for investment by reason of the foregoing, such funds shall be subject to the investment limitations set out in the Indenture.

On the basis of information furnished to the Governmental Agency, on known facts, circumstances and reasonable expectations on the date of enactment of the Assistance Agreement, the Governmental Agency certifies as follows:

- (a) That it is not expected or contemplated that the proceeds of the Obligations will be used or invested in any manner which will cause any of the Obligations to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder.
- (b) That it is not expected or contemplated that the Governmental Agency will make any use of the proceeds of the Obligations, which, if such use had been reasonably anticipated on the date of issuance of the Obligations, would have caused the Obligations to be arbitrage bonds.
- (c) That it is expected and contemplated that the Governmental Agency will comply with (i) all of the requirements of Section 148 of the Code; and (ii) all of the requirements of the applicable regulations thereunder, to whatever extent is necessary to assure that the Obligations will not be treated as arbitrage bonds.
- (d) That it is anticipated that amounts on deposit in the Sinking Fund will be used within 13 months from the date of deposit for the payment of debt service on the outstanding Obligations and all Prior Bonds payable from said Sinking Fund.
- (e) That amounts accumulated in the Sinking Fund Reserve shall not exceed the limitations set forth in the Assistance Agreement.
- (f) That it is not reasonably anticipated that amounts accumulated in the Depreciation Fund will be used for payment of debt service on any bonds payable from the revenues of the System, even though such Depreciation Fund will be so available if necessary to prevent a default in the payment of principal and interest on such bonds.

Prior to or at the time of delivery of the Obligations, the Governmental Agency Chief Executive and/or the Governmental Agency Treasurer are authorized to execute the appropriate certification with reference to the matters referred to above, setting out all known and contemplated facts concerning such anticipated investment of the proceeds of the Obligations, including the execution of necessary and/or desirable certifications of the type contemplated by the Code and applicable regulations, as amended, in order to assure that interest on the Obligations will be exempt from all federal income taxes and that the Obligations will not constitute or be treated as arbitrage bonds.

Parity Obligations

The Obligations shall not be entitled to priority one over the other in the application of the income and revenues of the System, regardless of the time or times of their issuance, it being the intention that there shall be no priority among the Obligations, regardless of the fact they may be actually issued and delivered at different times, and provided further that the lien and security of and for any bonds or obligations hereafter issued that are payable from the income and revenues of the System, shall, except as set out in the Assistance Agreement, be subject to the priority of the Prior Bonds and the Obligations as may from time to time be outstanding; provided the Governmental Agency has in said Prior Bond Legislation reserved the right and privilege, and does reserve the right and privilege, of issuing additional bonds from time to time payable from the income and revenues of the System ranking on a parity with the Prior Bonds and with the Obligations, but only under the conditions specified in the Prior Bond Legislation, which conditions are repeated in the Assistance Agreement, taking into account the issuance of the Obligations.

The Governmental Agency reserves the right to finance future extensions, additions, and/or improvements to the System by the issuance of one or more additional series of bonds to be secured by a parity lien on and ratably payable from, the revenues of the System pledged to the Prior Bonds and the Obligations, provided;

(a) The facility or facilities to be constructed from the proceeds of the additional parity bonds is or are made a part of the System and its or their revenues are pledged as additional security for the additional parity obligations and the outstanding Prior Bonds and Obligations.

(b) The Governmental Agency is in compliance with all covenants and undertakings in connection with all of the bonds then outstanding and payable from the revenues of the System or any part thereof.

(c) The annual net revenues (defined as gross revenues less essential operation and maintenance expenses) of the then existing System for the fiscal year preceding the year in which such parity bonds are to be issued, adjusted as hereinafter provided, shall equal at least the required percentage set forth in the Prior Bond Legislation of the maximum annual debt service requirements for principal of and interest on all outstanding Bonds payable from the revenues of the System, plus the anticipated requirements of any Parity Obligations then proposed to be issued. The calculation of maximum annual debt service requirements of principal and interest on the additional Parity Obligations to be issued shall, regardless of whether such Parity Obligations are to be serial or term bonds, be determined on the basis of the principal of and interest on such Parity Obligations being payable in approximately equal annual installments.

(d) The "annual net revenues" referred to above may be adjusted for the purpose of the foregoing computations to reflect:

(i) any revision in the schedule of rates or charges being imposed at the time of the issuance of any such additional Parity Obligations, and

(ii) any increase in the "annual net revenues" to be realized, within 12 months of the completion of the Project, from the proposed extensions, additions, and/or improvements being financed (in whole or in part) by such additional Parity Obligations; provided all such adjustments shall be based upon and included in a certification of a Certified Public Accountant.

(e) Reference is made to the necessity of obtaining the written consent of the United States Department of Agriculture Rural Development or its successor [the "RD"] for the issuance of future bonds encumbering the System while the RD holds any bonds payable from the revenues of the System.

The Governmental Agency hereby covenants and agrees that in the event any additional Parity Obligations are issued, the Governmental Agency shall:

(1) Adjust the monthly amount to be deposited into the Sinking Fund on the same basis as that prescribed in the provisions establishing such Sinking Fund, to reflect the annual debt service requirements of the additional Parity Obligations; and

(2) Adjust the minimum annual amount to be deposited monthly into the Sinking Fund Reserve on the same basis as that prescribed in the provisions establishing such Sinking Fund Reserve, taking into account the future debt service requirements of all bonds which will then be outstanding against the System.

The Governmental Agency reserves the right to issue parity bonds to refund or refinance any part or all of the Prior Bonds and the Obligations, provided that prior to the issuance of such additional parity bonds for that purpose, there shall have been procured and filed with the Governmental Agency Clerk of the Governmental Agency a statement by a Certified Public Accountant, as defined therein, reciting the opinion based upon necessary investigation that:

(a) after the issuance of such parity bonds, the annual net revenues, as adjusted and defined above, of the then existing system for the fiscal year preceding the date of issuance of such Parity Obligations, after

taking into account the revised debt service requirements resulting from the issuance of such Parity Obligations and from the elimination of the Bonds being refunded or refinanced thereby, are equal to not less than the required percentage set forth in the Prior Bond Legislation [*to be not less than 120%*] of the maximum debt service requirements then scheduled to fall due in any fiscal year thereafter for principal of and interest on all of the then outstanding Bonds payable from the revenues of the System, calculated in the manner specified above; or

(b) in the alternative, that the maximum debt service requirements for the Prior Bonds, the Obligations, any previously issued Parity Obligations and the proposed refunding Parity Obligations, in any year of maturities thereof after the redemption of the Bonds scheduled to be refunded through the issuance of such proposed refunding Parity Obligations, shall not exceed the maximum debt service requirements applicable to the then outstanding Prior Bonds, the Obligations and any previously issued Parity Obligations for any year prior to the issuance of such proposed Parity Bonds and the redemption of the Bonds to be refunded.

Rates and Charges for Services of the System

While any Bonds are outstanding and unpaid, the rates for all services and facilities rendered by the System to the Governmental Agency and to its citizens, corporations, or others requiring the same, shall be reasonable and just, taking into account and consideration the cost and value of said System, the cost of maintaining and operating the same, the proper and necessary allowances for depreciation thereof, and the amounts necessary for the retirement of the outstanding Bonds and the accruing interest on all such Bonds as may be outstanding under the provisions of the Assistance Agreement and the Prior Bond Legislation, and there shall be charged such rates and amounts as shall be adequate to meet all requirements of the provisions of the Assistance Agreement. Compensation for services and facilities rendered to the Governmental Agency shall be paid for out of the corporate funds of the Governmental Agency by monthly payments into the Revenue Fund the same as other income and revenues of the System are paid, and shall then be apportioned among the various funds. Prior to the issuance of the Obligations a schedule of rates and charges for the services rendered by the System to all users adequate to meet all requirements of the Assistance Agreement has been established and adopted.

The Governmental Agency covenants that it will not reduce the rates and charges for the services rendered by the System without first filing with the Governmental Agency Clerk a certification of an Independent Consulting Engineer or a Certified Public Accountant that the annual net revenues (defined as gross revenues less current expenses) of the then existing System for the fiscal year preceding the year in which such reduction is proposed, as such annual net revenues are adjusted, after taking into account the projected reduction in "annual net revenues" anticipated to result from any such proposed rate decrease, are equal to not less than the required percentage set forth in the Prior Bond Legislation [*to be not less than 120%*] of the maximum annual debt service requirements for principal and interest on all of the then outstanding bonds payable from the revenues of the System, calculated in the manner specified in the Indenture.

The Governmental Agency also covenants to cause a report to be filed with the Governing Body within four months after the end of each fiscal year by a Certified Public Accountant, setting forth the precise debt service coverage percentage of the maximum annual debt service requirements falling due in any fiscal year thereafter for principal of and interest on all of the then Outstanding Bonds payable from the revenues of the System, produced or provided by the net revenues of the System in that fiscal year, calculated in the manner specified in the Indenture; and the Governmental Agency covenants that if and whenever such report so filed shall establish that such coverage of net revenues for such year was less than the required percentage set forth in the Prior Bond Legislation [*to be not less than 120%*] of the maximum debt service requirements, the Governmental Agency shall increase the rates by an amount sufficient, in the opinion of such Certified Public Accountant, to establish the existence of or immediate projection of, such minimum percentage set forth in the Prior Bond Legislation [*to be not less than 120%*] coverage.

All Obligations of this Issue Are Equal

The Obligations authorized and permitted to be issued thereunder, and from time to time outstanding, shall not be entitled to priority one over the other in the application of the income and revenues of the System regardless of the time or times of their issuance, it being the intention that there shall be no priority among the Obligations, the Prior Bonds and any Parity Bonds authorized or permitted to be issued under the provisions of the Assistance Agreement, regardless of the fact that they may be actually issued and delivered at different times.

Defeasance and/or Refunding of Obligations

The Governmental Agency reserves the right, at any time, to cause the pledge of the revenues securing the outstanding Obligations to be defeased and released by paying an amount into an escrow fund sufficient, when invested (or sufficient without such investment, as the case may be) in direct obligations of or obligations guaranteed by the United States of America, including book entry obligations and trust receipts representing an ownership in direct obligations of the United States of America, to assure the availability in such escrow fund of an adequate amount (a) to call for redemption and to redeem and retire all of such outstanding Obligations, both as to principal and as to interest, on the next or any optional redemption date, including all costs and expenses in connection therewith, and to pay all principal and interest falling due on the outstanding Obligations to and on said date, or (b) to pay all principal and interest requirements on the outstanding Obligations as same mature, without redemption in advance of maturity, the determination of whether to defease under (a) or (b) or both to be made by the Governing Body. Such Permitted Investments shall have such maturities as to assure that there will be sufficient funds for such purpose. If such defeasance is to be accomplished pursuant to (a), the Governmental Agency shall take all steps necessary to publish the required notice of the redemption of the outstanding Obligations and the applicable redemption date. Upon the proper amount of such investments being placed in escrow and so secured, such revenue pledge shall be automatically fully defeased and released without any further action being necessary.

Contractual Nature of Assistance Agreement

The provisions of the Assistance Agreement shall constitute a contract between the Governmental Agency and the Issuer; and after the issuance of any of such Obligations, no change, variation or alteration of any kind in the provisions of the Assistance Agreement, nor of the Prior Bond Legislation, shall be made in any manner except as herein or therein provided until such time as all of the Bonds authorized thereby and the interest thereon have been paid or provided for in full, or as otherwise provided therein; provided (a) that the Governing Body may enact legislation for any other purpose not inconsistent with the terms of the Assistance Agreement, and which shall not impair the security of the Issuer and/or for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained therein or in any ordinance or other proceedings pertaining to the Assistance Agreement.

Appointment and Duties of Trustee

The Trustee is hereby designated as the bond registrar and paying agent with respect to the Obligations.

Its duties as Trustee shall be as follows:

- (1) To register all of the Obligations in the names of the Issuer;
- (2) To cancel and destroy (or remit to the Governmental Agency for destruction, if so requested by the Governmental Agency) all exchanged, matured, retired and redeemed Obligations, and to maintain adequate records relevant thereto.
- (3) To remit, but only to the extent that all required funds are made available to the Trustee by the Governmental Agency, interest payments directly to the Issuer's accounts for the Program.

(4) To notify the Issuer of any Obligations to be redeemed and to redeem Obligations prior to their stated maturity upon receiving sufficient funds; and

(5) To supply the Governmental Agency with a written accounting evidencing the payment of interest on and principal of the Obligations within thirty (30) days following each respective due date.

The Trustee shall be entitled to the advice of counsel and shall be protected for any acts taken by it in good faith in reliance upon such advice. The Trustee shall not be liable for any actions taken in good faith and believed by it to be within its discretion or the power conferred upon it by the Assistance Agreement, or the responsibility for the consequences of any oversight or error in judgment.

The Trustee may at any time resign from its duties set forth in the Assistance Agreement by filing its resignation with the Governmental Agency Clerk and notifying the Issuer. Thereupon, the Issuer shall notify the Governmental Agency of a successor Trustee which shall be an incorporated bank or trust company authorized to transact business in the United States of America. Notwithstanding the foregoing, in the event of the resignation of the Trustee, provision shall be made for the orderly transition of the books, records and accounts relating to the Obligations to the successor Trustee in order that there will be no delinquencies in the payment of interest or principal due on the Obligations.

Provisions in Conflict Repealed

All ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed; and it is hereby specifically ordered and provided that any proceedings heretofore taken for the issuance of other bonds payable or secured in any manner by all or any part of the income and revenues of the System, or any part thereof, and which have not heretofore been issued and delivered, are hereby revoked and rescinded, and none of such other bonds shall be issued and delivered.

Covenant of Governmental Agency to Take All Action Necessary to Assure Compliance with the Internal Revenue Code of 1986

In order to assure purchasers of the Obligations that interest thereon will continue to be exempt from federal and Kentucky income taxation (subject to certain exceptions set out below), the Governmental Agency covenants to and with the Issuer that (1) the Governmental Agency will take all actions necessary to comply with the provisions of the Code, (2) the Governmental Agency will take no actions which will violate any of the provisions of the Code, or would cause the Obligations to become "private activity bonds" within the meaning of the Code, (3) none of the proceeds of the Obligations will be used for any purpose which would cause the interest on the Obligations to become subject to federal income taxation, and the Governmental Agency will comply with any and all requirements as to rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Obligations.

The Governmental Agency hereby certifies that it does not reasonably expect to issue bonds or other obligations considered under the Code to be "tax-exempt obligations" in the aggregate principal amount in excess of \$5,000,000 during the calendar year in which the Obligations are being issued, and has irrevocably allocated that portion of its \$5,000,000 small issuer exemption equal to the principal amount of the Obligations, and for that reason the Governmental Agency has been advised by Bond Counsel that pursuant to Section 148(f)(4)(C) of the Code, neither the debt service fund nor any other fund or account established under the provisions of the Assistance Agreement is subject to the "rebate requirements" on excess earnings in favor of the United States of America imposed by the Code. The Governmental Agency covenants and agrees that in the event it is subsequently determined, upon advice of nationally recognized bond counsel, that any fund or account established under the Assistance Agreement, are subject to said rebate requirements and do, in fact, generate earnings from "non-purpose investments" in excess of the amount which said investments would have earned at a rate equal to the "yield" on the Obligations, plus any income attributable to such excess, it shall rebate to the United States of America any such excess generated from such investments and remit such excess to the United States of America on or before five (5) years from the date of issuance of the Obligations, and once every five years thereafter until the final retirement of the Obligations; the last installment, to the extent required, to be

made no later than sixty (60) days following the date on which funds sufficient for the complete retirement of the Obligations are deposited with the Paying Agent or any escrow agent.

The Governmental Agency reserves the right to amend the Assistance Agreement but only with the consent of the Issuer (i) to whatever extent shall, in the opinion of Bond Counsel, be deemed necessary to assure that interest on the Obligations shall be exempt from federal income taxation, and (ii) to whatever extent shall be permissible (without jeopardizing such tax exemption or the security of such owners) to eliminate or reduce any restrictions concerning the investment of the proceeds of these Obligations, or the application of such proceeds or of the revenues of the System. The purchasers of these Obligations are deemed to have relied fully upon these covenants and undertakings on the part of the Governmental Agency as part of the consideration for the purchase of the Obligations. To the extent that the Governmental Agency obtains an opinion of nationally recognized bond counsel to the effect that non-compliance with any of the covenants contained in the Assistance Agreement or referred to in the Assistance Agreement would not subject interest on the Obligations to federal income taxes or Kentucky income taxes, the Governmental Agency shall not be required to comply with such covenants or requirements.

The Assistance Agreement is enacted in contemplation that Bond Counsel will render an opinion as to exemption of principal of the Obligations from Kentucky ad valorem taxation and as to exemption of interest on the Obligations from federal and Kentucky income taxation, based on the assumption by Bond Counsel that the Governmental Agency complies with covenants made by the Governmental Agency with respect to compliance with the provisions of the Code, and based on the assumption of compliance by the Governmental Agency with requirements as to any required rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Obligations. The Governmental Agency has been advised that based on the foregoing assumptions of compliance, Bond Counsel is of the opinion that the Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code.

Insurance

(a) Fire and Extended Coverage. If and to the extent that the System includes structures above ground level, the Governmental Agency shall, upon receipt of the proceeds of the sale of the Obligations, if such insurance is not already in force, procure fire and extended coverage insurance on the insurable portion of all of the facilities of the System, of a kind and in such amounts as would ordinarily be carried by private companies or public bodies engaged in operating a similar utility.

The foregoing fire and extended coverage insurance shall be maintained so long as any of the Obligations are outstanding and shall be in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged facility.

In the event of any damage to or destruction of any part of the System the Governmental Agency shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof.

(b) Liability Insurance on Facilities. So long as any of the Obligations are outstanding, the Governmental Agency shall, procure and maintain, public liability insurance relating to the operation of the facilities of the System, with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death; and not less than \$200,000 from claims for damage to property of others which may arise from the Governmental Agency's operations of the System and any other facilities constituting a portion of the System.

(c) Vehicle Liability Insurance. If and to the extent that the Governmental Agency owns or operates vehicles in the operation of the System, upon receipt of the proceeds of the Obligations, the Governmental Agency shall, if such insurance is not already in force, procure and maintain, so long as any of the Obligations are outstanding, vehicular public liability insurance with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death, and not less

than \$200,000 against claims for damage to property of others which may arise from the operation of such vehicles by the Governmental Agency.

Event of Default; Remedies

The following items shall constitute an "Event of Default" on the part of the Governmental Agency:

(a) The failure to pay principal on the Obligations when due and payable, either at maturity or by proceedings for redemption.

(b) The failure to pay any installment of interest on the Obligations when the same shall become due and payable.

(c) The failure of the Governmental Agency to fulfill any of its obligations pursuant to the Assistance Agreement and to cure any such failure within 30 days after receipt of written notice of such failure.

(d) The failure to promptly repair, replace or reconstruct essential facilities of the System after any major damage and/or destruction thereof.

Upon the occurrence of an Event of Default, the Issuer or the Trustee on its behalf, as owner of the Obligations, may enforce and compel the performance of all duties and obligations of the Governmental Agency as set forth therein. Upon the occurrence of an Event of Default, then, upon the filing of suit by the Trustee or the Issuer, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Governmental Agency, with power to charge and collect rates sufficient to provide for the payment of the principal of and interest on the Obligations, and for the payment of operation and maintenance expenses of the System, and to provide and apply the income and revenues in conformity with the Assistance Agreement and with the laws of the Commonwealth of Kentucky.

In addition to and apart from the foregoing, upon the occurrence of an Event of Default, the owner of any of the Obligations may require the Governmental Agency by demand, court order, injunction, or otherwise, to raise all applicable rates charged for services of the System a reasonable amount, consistent with the requirements of the Assistance Agreement.

Annual Reports

The Governmental Agency hereby agrees to provide or cause to be provided to the Issuer and the Compliance Group audited financial statements prepared in accordance with generally accepted accounting principals and such other financial information and/or operating data as requested by the Issuer or the Compliance Group.

The annual financial information and operating data, including audited financial statements, will be made available on or before 120 days after the end of each fiscal year.

Supplemental Assistance Agreement

The Governmental Agency may, but only with the consent of the Issuer, execute one or more supplemental Assistance Agreements as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in the Assistance Agreement;

(b) to subject to the lien and pledge of the Assistance Agreement additional revenues, properties, or collateral which may legally be subjected;

- (c) to add to the conditions, limitations and restrictions on the issuance of bonds, other conditions, limitations and restrictions thereafter to be observed;
- (d) to add to the covenants and agreements of the Governmental Agency in the Assistance Agreement, other covenants and agreements thereafter to be incurred by the Governmental Agency or to surrender any right or power therein reserved to or conferred upon the Governmental Agency;
- (e) to effect the issuance of additional Parity Obligations; and/or
- (f) to modify the terms and conditions of the Assistance Agreement at the request of the Issuer in order to assist the Issuer in operating the Program or to maintain any rating the Issuer may have on its Program obligations.

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