

OFFICIAL TERMS AND CONDITIONS OF BOND SALE

\$289,080,000*

Louisville and Jefferson County Metropolitan Sewer District
Sewer and Drainage System Revenue and Refunding Revenue Bonds, Series 2025A

SALE DATE AND TIME: August 5, 2025, 10:00 a.m., Eastern Time**

Louisville and Jefferson County Metropolitan Sewer District (the “District”) will, until 10:00 a.m., Eastern Time, on August 5, 2025, receive electronic bids for the purchase of \$289,080,000* of the District’s Sewer and Drainage System Revenue and Refunding Revenue Bonds, Series 2025A (the “Series 2025A Bonds”). Bids must be submitted through the PARITY® electronic bidding service as described in these Official Terms and Conditions of Bond Sale (these “Official Terms”). Any award of the Series 2025A Bonds will be made on the same day.

Terms used and not defined herein are used as defined in the Preliminary Official Statement for the Series 2025A Bonds.

BIDDING PROCEDURE; PARITY® ELECTRONIC BIDS ONLY

Only electronic bids submitted via PARITY® will be accepted. No other provider of electronic bidding services may be used. No bid delivered in person or by mail or facsimile will be accepted.

Each bid must be unconditional and received by PARITY® before the Sale Date and Time set forth above. No bid may be withdrawn after the Sale Time. Before the Sale Time, a bidder may, subject to any limitations which may be imposed by PARITY®, modify the proposed terms of its bid, in which event the terms as last modified will constitute such bidder’s bid. At the Sale Time, the bidding will close and each bid shall then constitute an irrevocable offer to purchase the Series 2025A Bonds on the terms provided in the bid and herein.

ELECTRONIC BIDDING

Electronic bids may be submitted via PARITY® only. Bids submitted through any other provider of electronic bidding services, or delivered to the District in person or by mail or facsimile, will not be accepted. The use of PARITY® electronic bidding shall be at the bidder’s risk and expense, and the District shall have no liability with respect thereto. The District is using electronic bidding as a communications medium, and solely as a convenience for the District and prospective bidders. PARITY® is not acting as the District’s agent. The District assumes no responsibility or liability for bids submitted through PARITY® as the sole authorized electronic bidding service provider. The District is not responsible for the proper operation of, and will not have any liability for, any delays or interruptions of, or any damages caused by, such provider’s service. Without limiting the generality of the foregoing disclaimers, the District does not assume responsibility for any communications or negotiations between bidders and PARITY® as the sole authorized electronic bidding service provider, or for any failure of such provider to accurately or timely transmit to the District any electronic bid submitted via PARITY®.

Each electronic bid submitted via PARITY® shall be deemed an offer to purchase the Series 2025A Bonds, in response to the Official Terms and Conditions of Bond Sale, and shall be binding on the bidder as if made by a signed, sealed written bid delivered to the District. The winning bidder must confirm its bid by a signed PARITY® Bid Form transmitted by email to the Chief Financial Officer of the District at brad.good@louisvillemisd.org (with a copy to the District’s Municipal Advisor at browne@pfm.com and winterkampe@pfm.com), no later than one hour after being notified by the District of its being the winning bidder. Failure to deliver such written confirmation does not relieve the bidder of the obligation to purchase the Series 2025A Bonds.

All electronic bids shall be deemed to incorporate all of the provisions of the Official Terms. If any provision of the Official Terms conflicts with information provided by PARITY®, the Official Terms shall control. The District is not bound by any advice or determination of PARITY® as to whether any bid complies with the Official Terms. The time as determined by PARITY® shall constitute the official time with respect to all bids submitted.

* Preliminary, subject to change as provided herein.

** Subject to cancellation or postponement as provided herein.

PRINCIPAL MATURITIES*

<u>Due May 15</u>	<u>Amount*</u>	<u>Due May 15</u>	<u>Amount*</u>
2026	\$2,330,000	2041	\$6,565,000
2027	2,470,000	2042	6,895,000
2028	2,990,000	2043	7,240,000
2029	7,035,000	2044	7,600,000
2030	26,690,000	2045	7,980,000
2031	14,640,000	2046	8,380,000
2032	15,625,000	2047	8,820,000
2033	11,705,000	2048	9,280,000
2034	8,830,000	2049	9,770,000
2035	18,375,000	2050	10,280,000
2036	12,205,000	2051	10,820,000
2037	5,400,000	2052	11,390,000
2038	5,670,000	2053	11,990,000
2039	5,955,000	2054	12,615,000
2040	6,255,000	2055	13,280,000

THE SERIES 2025A BONDS

The Series 2025A Bonds will be dated as of the date set forth in the Bidding Parameters Table attached hereto as Exhibit I (the “Bidding Parameters Table”); will be issued in denominations of \$5,000 or integral multiples thereof; and will bear interest from their date until paid or duly called for redemption at the annual rate or rates specified by the successful bidder, subject to the limitations specified herein, payable as shown on the Bidding Parameters Table. Interest will be computed on the basis of a 360-day year of twelve thirty-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board (“MSRB”).

The Series 2025A Bonds will mature on the month and day and in the years and principal amounts shown on the Bidding Parameters Table as serial bonds or term bonds, subject to the terms and adjustments described in the Bidding Parameters Table and herein.

OPTIONAL REDEMPTION

The Series 2025A Bonds may be redeemed before their respective maturity dates at the option of the District on or after the date specified in the Bidding Parameters Table, in whole or in part at any time at the redemption prices set forth in the Bidding Parameters Table, together with accrued interest thereon to the redemption date. The Series 2025A Bonds will not be subject to optional redemption before the date specified in the Bidding Parameters Table.

FORM OF BIDS, INTEREST RATES, AND BID PRICES

All bids must conform to the requirements of the Official Terms. Bidders must bid to purchase all maturities of the Series 2025A Bonds. No bid will be considered which does not offer to purchase all of the Series 2025A Bonds. Each bid must specify: (i) a single annual rate of interest for each maturity, and (ii) the reoffering price and reoffering yield to the public (as defined below under “Establishment of Issue Price of the Bonds”) for each maturity.

The Series 2025A Bonds must meet the minimum and maximum coupon and pricing criteria specified in the Bidding Parameters Table.

A bidder must specify the rate or rates of interest per annum which the Series 2025A Bonds are to bear, expressed in multiples of one-eighth (0.125) or one-hundredth (0.01) of 1%. Any number of interest rates may be specified, but the Series 2025A Bonds of each maturity must bear interest at the same single rate for all Series 2025A Bonds of that maturity.

AWARD OF BONDS

All bids will be reviewed by the Chief Financial Officer of the District and PFM Financial Advisors LLC, the District’s independent registered municipal advisor (the “Municipal Advisor”) and will be acted on following the review, tabulation, and

* Preliminary, subject to change as provided herein.

verification of the bids received. The District will select the winning bid not later than 4:00 p.m., Eastern Time, on the Sale Date. The decision of the District as to the award of the Series 2025A Bonds will be final. Bids may not be withdrawn before the award.

Unless all bids are rejected, the Series 2025A Bonds will be awarded by the District on the Sale Date to the bidder whose bid complies with the Official Terms and results in the lowest true interest cost to the District. The lowest true interest cost will be determined in accordance with the True Interest Cost (“TIC”) method by doubling the semiannual interest rate, compounded semiannually, necessary to discount (i) the debt service payments on the Series 2025A Bonds from the payment dates to the dated date of the Series 2025A Bonds to (ii) the aggregate purchase price of the Series 2025A Bonds. If two or more bidders offer to purchase the Series 2025A Bonds at the same lowest TIC, the District will have the right to award the Series 2025A Bonds to any one of such bidders. There will be no auction among such bidders.

ADJUSTMENT OF AMOUNTS AND MATURITIES

Before the Sale Date, the District may cancel the sale of the Series 2025A Bonds or adjust the preliminary aggregate principal amount of the Series 2025A Bonds, and the preliminary principal amount of any maturity of the Series 2025A Bonds, set forth in the Preliminary Official Statement. Notice of a change or cancellation, or of any other change in the Official Terms or in the Preliminary Official Statement, will be announced via Thomson Municipal News at the internet website address www.tm3.com not later than thirty minutes preceding the bid opening. Changes will be communicated in the same manner, at least eighteen hours before the announced date and time for receipt of the bids.

After the receipt and consideration of the bids received, the District may cancel the sale of the Series 2025A Bonds or adjust the aggregate principal amount and the principal amount of each maturity of the Series 2025A Bonds; provided that such adjustments are within the limitations set forth in the Bidding Parameters Table attached hereto as Exhibit I, calculated based on the applicable bid amount. The principal amounts in the Official Terms and the Preliminary Official Statement were calculated assuming a bid price of approximately 105.854%.

The District will consult with the winning bidder before adjusting the amount of any maturity of the Series 2025A Bonds or canceling the sale of the Series 2025A Bonds; however, the District reserves the sole right to make adjustments, within the limits described above, or to cancel the sale of the Series 2025A Bonds. The District intends to notify the winning bidder, if any, of any adjustments made after the award of the Series 2025A Bonds promptly and in any event not later 4:00 p.m., Eastern Time, on the Sale Date unless otherwise agreed with the winning bidder. Adjustments within the limits described above will not relieve the winning bidder from its obligation to purchase all of the Series 2025A Bonds offered by the District, assuming the District has satisfied all other conditions described herein and in the Preliminary Official Statement.

If the principal amount of any maturity of the Series 2025A Bonds is revised after the award, the interest rate and reoffering price (as a percentage of principal) for each maturity and the Underwriter’s Discount as a percentage of the par amount of the Series 2025A Bonds as submitted by the winning bidder shall be held constant. The “Underwriter’s Discount” shall be (i) the difference between the purchase price of the Series 2025A Bonds offered by the winning bidder and the aggregate of the prices at which the Series 2025A Bonds will be reoffered to the public, calculated based on the reoffering prices specified in the winning bid, (ii) divided by the par amount of the Series 2025A Bonds.

DESIGNATION OF TERM BONDS

Bidders may, at their option, designate consecutive principal amounts of the Series 2025A Bonds within the limitations set forth in the Bidding Parameters Table to be combined into any number of term bonds. Each term bond will be subject to mandatory sinking fund redemption in installments in the same amounts and on the same dates as the Series 2025A Bonds would have matured if they were not included in a term bond. The amount redeemed in any year will be equal to the principal amount for such year as set forth in the principal maturities schedule set forth in the Preliminary Official Statement (as such principal amounts may be adjusted in accordance herewith). The term bonds to be redeemed in any year by mandatory sinking fund redemption will be redeemed at par and accrued interest to the date of redemption. Bidders may specify one or more of such term bond maturities.

ESTABLISHED INDUSTRY REPUTATION REQUIRED OF BIDDERS

By submitting a bid for the Series 2025A Bonds, the bidder certifies it has an established industry reputation for underwriting new issuances of municipal bonds. The District will not accept bids from bidders without an established industry reputation for underwriting new issuances of municipal bonds.

ESTABLISHMENT OF ISSUE PRICE

1. The winning bidder shall assist the District in establishing the issue price of the Series 2025A Bonds and shall execute and deliver to the District at Closing a certificate setting forth the reasonably expected initial offering prices to the public or the sales price or prices of the Series 2025A Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit II or Exhibit III, as applicable, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the District, and Dinsmore & Shohl LLP, bond counsel to the District (“Bond Counsel”). All actions to be taken by the District under the Official Terms to establish the issue price of the Series 2025A Bonds may be taken on behalf of the District by the Municipal Advisor and any notice or report to be provided to the District may be provided to the Municipal Advisor.

2. The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Series 2025A Bonds) will apply to the initial sale of the Series 2025A Bonds (the “competitive sale requirements”) because:

- (a) the District shall disseminate the Official Terms to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (b) all bidders shall have an equal opportunity to bid;
- (c) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (d) the District anticipates awarding the sale of the Series 2025A Bonds to the bidder who submits a firm offer to purchase the Series 2025A Bonds at the highest price (or lowest interest cost), as set forth in the Official Terms.

Any bid submitted pursuant to the Official Terms shall be considered a firm offer for the purchase of the Series 2025A Bonds, as specified in the bid.

3. If the competitive sale requirements are not satisfied, the District shall so advise the winning bidder. The District may determine to treat (a) the first price at which 10% of a maturity of the Series 2025A Bonds (the “10% test”) is sold to the public as the issue price of that maturity, or (b) the initial offering price to the public as of the sale date of any maturity of the Series 2025A Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the District if any maturity of the Series 2025A Bonds satisfies the 10% test as of the date and time of the award of the Series 2025A Bonds. The District shall promptly advise the winning bidder, at or before the time of award of the Series 2025A Bonds, which maturities of the Series 2025A Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation if the District determines to apply the hold-the-offering-price rule to any maturity of the Series 2025A Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2025A Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2025A Bonds.

4. By submitting a bid, the winning bidder shall (a) confirm that the underwriters have offered or will offer the Series 2025A Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (b) agree, on behalf of the underwriters participating in the purchase of the Series 2025A Bonds, that the underwriters will neither offer nor sell unsold Series 2025A Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of:

- (a) the close of the fifth business day after the sale date; or
- (b) the date on which the underwriters have sold at least 10% of that maturity of the Series 2025A Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the District promptly after the close of the fifth business day after the sale date whether it has sold 10% of that maturity of the Series 2025A Bonds to the public at a price that is no higher than the initial offering price to the public.

5. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2025A Bonds, the winning bidder agrees to promptly report to the District the prices at which the unsold Series 2025A Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has

occurred, until either (a) all Series 2025A Bonds of that maturity have been sold, or (b) the 10% test has been satisfied as to the Series 2025A Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel.

6. The District acknowledges that, in making the representations set forth above, the winning bidder will rely on (a) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2025A Bonds, including, without limitation, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds, as set forth in an agreement among underwriters and the related pricing wires, (b) if a selling group has been created in connection with the initial sale of the Series 2025A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Series 2025A Bonds, including, without limitation, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds, as set forth in a selling group agreement and the related pricing wires, and (c) if an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2025A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2025A Bonds, including, without limitation, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2025A Bonds, including, without limitation, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2025A Bonds, including, without limitation, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025A Bonds.

7. By submitting a bid, each bidder confirms that:

- (a) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2025A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:
 - (i) to (A) report the prices at which it sells to the public the unsold Series 2025A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025A Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Series 2025A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires,
 - (ii) to promptly notify the winning bidder of any sales of Series 2025A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2025A Bonds to the public (each such term being used as defined below), and
 - (iii) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.
- (b) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2025A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2025A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2025A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025A Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Series 2025A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

8. Sales of any Series 2025A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2025A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of the Official Terms. Further, for purposes of the Official Terms:

- (a) “public” means any person other than an underwriter or a related party,
- (b) “underwriter” means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025A Bonds to the public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Series 2025A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025A Bonds to the public),
- (c) a purchaser of any of the Series 2025A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (d) “sale date” means the date that the Series 2025A Bonds are awarded by the District to the winning bidder.

BOND FORM AND BOND PAYMENTS

The Series 2025A Bonds will be issued in fully registered, book-entry-only form and a bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York (“DTC”), registered in the name of its nominee, Cede & Co., and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Series 2025A Bonds, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures adopted by DTC and its participants. The winning bidder, as a condition to delivery of the Series 2025A Bonds, will be required to deposit the bond certificates with DTC, registered in the name of Cede & Co. Principal of, premium, if any, and interest on the Series 2025A Bonds will be payable by the paying agent and registrar for the Series 2025A Bonds (the “Bond Registrar”) by wire transfer or in clearinghouse funds to DTC or its nominee as registered owner of the Series 2025A Bonds. Transfer of principal, premium, if any, and interest payments to the beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. Neither the District nor the Bond Registrar will be responsible or liable for payments by DTC to its participants or by DTC participants to beneficial owners or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. The winning bidder will be required to furnish to DTC within seven days after the sale of the Series 2025A Bonds the customary underwriter’s questionnaire and information as to each DTC participant and the Series 2025A Bonds to be held for it.

PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT

The District has authorized the preparation and distribution of a Preliminary Official Statement containing information relating to the Series 2025A Bonds. The District will furnish the winning bidder on the date of closing a certificate of an authorized officer of the District, dated the date of the original issuance and delivery of the Series 2025A Bonds, stating that as of the date thereof, to the best of the knowledge and belief of such officer, the Official Statement does not contain an untrue statement of a material fact concerning the Series 2025A Bonds or omit to state any material fact necessary in order to make the statements made therein concerning the Series 2025A Bonds, in the light of the circumstances under which they were made, not misleading.

The District will provide to the winning bidder a final Official Statement, in electronic form, in accordance with and by the time prescribed in Rule 15c2-12 of the U.S. Securities and Exchange Commission. The winning bidder shall arrange at its own cost for any printed copies it requires of the final Official Statement.

If the Series 2025A Bonds are awarded to a Syndicate, the District designates the senior managing underwriter of the syndicate as the District’s agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any underwriter submitting a bid with respect to the Series 2025A Bonds agrees thereby that if its bid is accepted, it shall accept such designation and shall enter into an appropriate contractual relationship with all participating underwriters for the purpose of assuring the receipt and distribution by each participating underwriter of the final Official Statement.

Notwithstanding the generality of the foregoing, by submitting a bid for the Series 2025A Bonds the winning bidder further affirmatively agrees to disseminate to all members of any underwriting syndicate copies of the final Official Statement, including any supplements prepared by the District, and to take any and all other actions necessary to comply with applicable rules of the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board governing the offering, sale, and delivery of the Series 2025A Bonds to ultimate purchasers.

BLUE SKY LAWS

By submission of its bid, each bidder represents that the sale of the Series 2025A Bonds or beneficial interests therein in states other than the Commonwealth of Kentucky will be made only pursuant to exemptions from registration or, where necessary, that the winning bidder will register the Series 2025A Bonds or beneficial interests therein in accordance with the securities laws of the states in which the Series 2025A Bonds or beneficial interests therein are offered or sold. The District agrees to cooperate with the winning bidder in registering the Series 2025A Bonds or beneficial interests therein or obtaining an exemption from registration in any state where such action is necessary; provided, however, that the District will not consent to service of process outside its geographical boundaries.

RIGHT OF REJECTION

The District expressly reserves the right: (i) to waive any informalities in the bids, (ii) to reject all bids, any incomplete bid, or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Series 2025A Bonds or otherwise provide for the sale of the Series 2025A Bonds if all bids are rejected or the winning bidder defaults, and such action is permitted by applicable law.

GOOD FAITH DEPOSIT

The presumptive winning bidder will be required to provide a good faith deposit in the amount of \$2,890,800 payable to the order of the District in the form of a wire transfer in federal funds as instructed by the Municipal Advisor. The presumptive winning bidder shall submit the Good Faith Deposit not more than two hours after verbal award of the Series 2025A Bonds is communicated to the presumptive winning bidder. The presumptive winning bidder shall provide; as soon as it is available, evidence of the wire transfer by providing to the District the federal funds reference number. The Series 2025A Bonds will not be awarded until such time as the presumptive winning bidder has provided the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the winning bidder may be rejected and the District may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Series 2025A Bonds to such bidder. If the winning bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the District an amount equal to the amount of the Good Faith Deposit as liquidated damages due to the failure of the winning bidder to timely deposit the Good Faith Deposit.

SUBMISSION OF A BID TO PURCHASE THE SERIES 2025A BONDS SERVES AS ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS OF THIS GOOD FAITH DEPOSIT REQUIREMENT

The Good Faith Deposit so wired will be retained by the District until the delivery of the Series 2025A Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Series 2025A Bonds or the Good Faith Deposit will be retained by the District as partial liquidated damages upon the failure of the winning bidder to take up and pay for the Series 2025A Bonds in compliance with the Official Terms and the terms of its bid. No interest on the Good Faith Deposit will be paid by the District. The balance of the purchase price must be wired by the winning bidder in federal funds, or other funds immediately available to the District, to the account detailed in the closing memorandum, simultaneously with delivery of the Series 2025A Bonds.

LEGAL OPINIONS, CLOSING DOCUMENTS, AND NO LITIGATION CERTIFICATE

There will be furnished without charge to the purchaser of the Series 2025A Bonds at the time of delivery thereof the approving legal opinion of Bond Counsel, as to the validity of the Series 2025A Bonds and the Bond Resolution and the tax treatment of the Series 2025A Bonds, and a legal opinion of Bond Counsel that the information contained in the Official Statement under the captions "THE SERIES 2025A BONDS" (other than under the heading, "Book-Entry System," as to which no opinion is expressed), "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2025A BONDS," "FUNDS AND ACCOUNTS," and "TAX TREATMENT" therein, and in "APPENDIX B – Definitions of Certain Terms and Summary of Provisions of the Resolution" thereto, insofar as such information purports to summarize provisions of law and the terms of the Series 2025A Bonds and the Bond Resolution, are accurate.

There will also be furnished to the purchaser of the Series 2025A Bonds the usual closing documents, including a certificate of the District dated the date of delivery of the Series 2025A Bonds, stating that there is no litigation pending or, to the knowledge of the District, threatened, affecting the validity of the Series 2025A Bonds or the Bond Resolution.

DELIVERY AND PAYMENT

Delivery of the Series 2025A Bonds will be made by the District to DTC in book-entry-only form, in New York, New York, on or around August 19, 2025, or such other date as may be agreed by the District and the winning bidder.

At the time of delivery of the Series 2025A Bonds, payment of the amount due for the Series 2025A Bonds must be made by the winning bidder to the order of the District in federal funds or other funds immediately available to the District, or by such other means as may be acceptable to the District. Any expense incurred in providing immediately available funds, whether by transfer of federal funds or otherwise, shall be borne by the purchaser.

RIGHT OF CANCELLATION

The winning bidder will have the right, at its option, to cancel its obligation to purchase if the District fails to cause the Series 2025A Bonds to be tendered for delivery within sixty days from the date of sale and award thereof, and in such event the winning bidder will be entitled to the return of the Good Faith Deposit accompanying its bid.

CUSIP NUMBERS; EXPENSES OF THE PURCHASER

It is anticipated that CUSIP numbers will be assigned to each of the Series 2025A Bonds, but neither the failure to type or print such numbers on any of the Series 2025A Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Series 2025A Bonds. The policies and procedures of the CUSIP Service Bureau will govern the assignment of CUSIP numbers to the Series 2025A Bonds. No CUSIP number shall be deemed to be a part of any Series 2025A Bond or a part of the contract evidenced thereby and no liability shall attach to the District or any of its officers or agents because of or on account of such numbers. The Municipal Advisor will request the assignment of CUSIP numbers no later than one business day after notice of sale of the Series 2025A Bonds is posted on PARITY® in accordance with Section 424.360 of the Kentucky Revised Statutes and MSRB Rule G-34. CUSIP Service Bureau charges for the assignment of the CUSIP numbers shall be the responsibility of and shall be paid for by the winning bidder.

All charges of The Depository Trust Company and all other expenses of the winning bidder for the Series 2025A Bonds will be the responsibility of the winning bidder.

CHOICE OF LAW

Any litigation or claim arising out of any bid submitted pursuant to the Official Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The venue for any such action shall be the Circuit Court of Jefferson County, Kentucky.

ADDITIONAL INFORMATION

Reference is made to the Preliminary Official Statement for a description of the Series 2025A Bonds and the District. Prospective bidders for the Series 2025A Bonds must read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision. Additional information concerning the matters discussed in the Official Terms and Conditions of Bond Sale, and a copy of the Preliminary Official Statement in electronic form, may be obtained from the District's Municipal Advisor, PFM Financial Advisors LLC, 4350 North Fairfax Drive, Suite 590, Arlington, Virginia 22203, www.pfm.com, Attention: Erick Winterkamp, Senior Managing Consultant, (703) 741-0175, winterkampe@pfm.com.

LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT

By: /s/ Brad Good
Chief Financial Officer

Dated: July 29, 2025

EXHIBIT I
TO
OFFICIAL TERMS AND CONDITIONS OF BOND SALE

* * * * *

BIDDING PARAMETERS TABLE*

INTEREST	PRICING
Dated Date: August 19, 2025	Maximum Reoffering Price:
Date of Delivery: August 19, 2025	Each Maturity: No Limit
Interest Payment Dates: May 15 and November 15	Aggregate: No Limit
First Interest Payment Date: November 15, 2025	Minimum Reoffering Price:
Coupon Multiples: 1/8 or 1/100 of 1%	Each Maturity: 100.00%
Maximum Coupon:	Aggregate: 100.00%
2026-2035: 5.00%	
2036-2055: 6.00%	
Minimum Coupon:	
2026-2035: No Limit	
2036-2055: 5.00%	
PRINCIPAL	PROCEDURAL
Optional Redemption: Bonds maturing on or after May 15, 2036 are callable on or after November 15, 2035, at par	Sale Time: August 5, 2025 at 10:00 a.m. Eastern Time
Maximum Permitted Principal Increases: No Limit	Bid Submission: 10:00 a.m. Eastern Time
Maximum Permitted Principal Reduction: No Limit	Electronic only through PARITY®
Term Bonds:	All or None: Yes
Any consecutive annual maturities occurring on or after May 15, 2036;	Bid Award Method: Lowest TIC
Sinking fund installments must total to the outstanding principal amount	Bid Confirmation: Via email, signed copy of PARITY® screen
	Awarding of Bid: Not later than 4:00 p.m., Eastern Time
	Good Faith Deposit: \$2,890,800, as more fully described herein

* If numerical or date references contained in the body of the Official Terms conflict with this Bidding Parameters Table, the body of the Official Terms shall control. Consult the body of the Official Terms for a detailed explanation of the items contained in this Bidding Parameters Table, including interpretation of such items and methodologies used to determine such items. Information in this Bidding Parameters Table may be subject to adjustment as set forth in the Official Terms.

EXHIBIT II
TO
OFFICIAL TERMS AND CONDITIONS OF BOND SALE

FORM OF ISSUE PRICE CERTIFICATE TO BE USED FOR SALES FOR WHICH THE COMPETITIVE
SALE RULE IS AVAILABLE

* * * * *

ISSUE PRICE CERTIFICATE

Dated August 19, 2025

Re: \$289,080,000* Louisville and Jefferson County Metropolitan Sewer District Sewer and Drainage System Revenue and Refunding Revenue Bonds, Series 2025A

The undersigned, [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”) [the “Representative”], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Series 2025A Bonds”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Series 2025A Bonds to the Public by [SHORT NAME OF UNDERWRITER] [the Underwriting Group] were the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Series 2025A Bonds used by [SHORT NAME OF UNDERWRITER] [upon which [SHORT NAME OF UNDERWRITER] [the Representative] based its bid to purchase the Series 2025A Bonds. Attached as Schedule B is a true and correct copy of the bid submitted by [SHORT NAME OF UNDERWRITER] [the Representative] to purchase the Series 2025A Bonds.

(b) [SHORT NAME OF UNDERWRITER] [the Representative] was not given the opportunity to review other bids before submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] [the Representative] constituted a firm offer to purchase the Series 2025A Bonds.

2. Defined Terms.

(a) “Issuer” means the Louisville and Jefferson County Metropolitan Sewer District.

(b) “Maturity” means Series 2025A Bonds with the same credit and payment terms. Series 2025A Bonds with different maturity dates are treated as separate Maturities.

(c) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(d) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2025A Bonds. The Sale Date of all of the Series 2025A Bonds was August 5, 2025.

(e) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2025A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER] [the Representative’s] interpretation of any laws, including specifically Section 103 and

* Preliminary, subject to change as provided herein.

Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance certificate of even date herewith relating to the Series 2025A Bonds and with respect to compliance with the federal income tax rules affecting the Series 2025A Bonds, and by Dinsmore & Shohl LLP in connection with rendering its opinion that the interest on the Series 2025A Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2025A Bonds.

[UNDERWRITER] [REPRESENTATIVE]

By: _____

Name: _____

Title: _____

SCHEDULE A
TO
ISSUE PRICE CERTIFICATE
EXPECTED OFFERING PRICES
(See attachment)

SCHEDULE B
TO
ISSUE PRICE CERTIFICATE
COPY OF UNDERWRITER'S BID

(See attachment)

EXHIBIT III
TO
OFFICIAL TERMS AND CONDITIONS OF BOND SALE

FORM OF ISSUE PRICE CERTIFICATE TO BE USED FOR SALES FOR WHICH THE COMPETITIVE
SALE RULE IS UNAVAILABLE

* * * * *

ISSUE PRICE CERTIFICATE

Dated August 19, 2025

Re: \$289,080,000* Louisville and Jefferson County Metropolitan Sewer District Sewer and Drainage System Revenue and Refunding Revenue Bonds, Series 2025A

The undersigned, [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”) [the “Representative”], on behalf of, itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Series 2025A Bonds”).

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2025A Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Official Terms, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Series 2025A Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the offering-price rule. In accordance with such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2025A Bonds during the Holding Period.

3. Defined Terms.

(a) “General Rule Maturities” means those Maturities of the Series 2025A Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) “Hold-the-Offering-Price Maturities” means those Maturities of the Series 2025A Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) “Holding Period” means, for each Maturity of the Series 2025A Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (August 5, 2025), or (ii) the date on which [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Maturity of the Series 2025A Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) “Issuer” means the Louisville and Jefferson County Metropolitan Sewer District.

* Preliminary, subject to change as provided herein.

(e) “Maturity” means Series 2025A Bonds with the same credit and payment terms. Series 2025A Bonds with different maturity dates, or Series 2025A Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(g) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2025A Bonds. The Sale Date of the Series 2025A Bonds is August 5, 2025.

(h) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2025A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER] [the Representative’s] interpretation of any laws, including specifically Section 103 and Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance certificate of even date herewith relating to the Series 2025A Bonds and with respect to compliance with the federal income tax rules affecting the Series 2025A Bonds, and by Dinsmore & Shohl LLP in connection with rendering its opinion that the interest on the Series 2025A Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2025A Bonds.

[Signature page to follow]

SIGNATURE PAGE TO ISSUE PRICE CERTIFICATE

[UNDERWRITER] [REPRESENTATIVE]

By: _____

Name: _____

Title: _____

SCHEDULE A
TO
ISSUE PRICE CERTIFICATE

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(See attachment)

SCHEDULE B
TO
ISSUE PRICE CERTIFICATE
PRICING WIRE OR EQUIVALENT COMMUNICATION
(See attachment)