

PRELIMINARY OFFICIAL STATEMENT DATED MAY 28, 2025

**NEW ISSUE
NOT BANK QUALIFIED
BOOK ENTRY ONLY**

**RATING: S&P Global Ratings: “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 Issuer, interest on the Series 2025C 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 imposed on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on corporations. Receipt of interest on the Series 2025C Bonds may result in other federal income tax consequences to certain holders of the Series 2025C Bonds. In the opinion of Bond Counsel, interest on the Series 2025C Bonds is also exempt from income tax by the Commonwealth of Kentucky, and the Series 2025C Bonds are exempt from ad valorem taxation by the Commonwealth of Kentucky and any of its political subdivisions. (See “TAX MATTERS” herein).

\$54,245,000*

**RURAL WATER FINANCING AGENCY
PUBLIC PROJECTS REVENUE BONDS
(FLEXIBLE TERM PROGRAM), SERIES 2025C**

Dated: Date of Issuance

Due: February 1, as shown on the inside front cover

The Series 2025C Bonds will bear interest payable on each February 1 and August 1, beginning February 1, 2026, as determined in accordance with the Trust Indenture dated as of April 4, 2001, as amended by the First Amendment to Trust Indenture dated as of June 1, 2023 (the “Indenture”), and the Supplemental Trust Indenture No. 95, dated as of June 30, 2025 between the Rural Water Financing Agency (the “Issuer”) and Regions Bank, Nashville, Tennessee, as trustee (the “Trustee”). Principal of and premium, if any, on the Series 2025C Bonds will be payable at the designated corporate trust office of the Trustee. The Series 2025C Bonds are to be delivered in fully registered form in the authorized denominations described in the Indenture.

The Series 2025C Bonds are issued initially under a book-entry only system, registered in the name of CEDE & CO., as partnership nominee for The Depository Trust Company (“DTC”). DTC will act as securities depository for the Series 2025C Bonds. Individual purchasers of Book-entry Interests in the Series 2025C Bonds will not receive certificates representing their interest in the Series 2025C Bonds.

THE SERIES 2025C BONDS ARE SUBJECT TO OPTIONAL AND EXTRAORDINARY 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, THE ISSUER, 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, 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.

FOR MATURITIES, INTEREST RATES, PRICES, AND YIELDS, SEE THE INSIDE COVER

The Series 2025C 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, Stoll Keenon & Ogden PLLC, Hodgenville, Kentucky. Electronic or sealed bids to be opened June 10, 2025, at 11:00 A.M. (E.T.) in the office of the Treasurer of the Issuer, 1151 Old Porter Pike, Bowling Green, Kentucky. This Official Statement is deemed final for the purposes of SEC Rule 15c2-12(b)(1). Delivery of the Series 2025C Bonds is expected on or about June 30, 2025.

RAYMOND JAMES

Financial Advisor

**Preliminary, subject to adjustment*

MATURITY SCHEDULE

\$54,245,000*

**RURAL WATER FINANCING AGENCY
PUBLIC PROJECTS REVENUE BONDS
(FLEXIBLE TERM PROGRAM), SERIES 2025C**

CUSIP #	Maturing	Principal	Interest	Yield	Price
781741	February 1	Amount*	Rate	%	
	2026	\$ 455,000	%	%	
	2027	1,175,000			
	2028	1,235,000			
	2029	1,315,000			
	2030	1,425,000			
	2031	1,500,000			
	2032	1,455,000			
	2033	1,545,000			
	2034	1,615,000			
	2035	1,715,000			
	2036	1,660,000			
	2037	1,740,000			
	2038	1,845,000			
	2039	1,920,000			
	2040	2,015,000			
	2041	1,935,000			
	2042	2,045,000			
	2043	2,010,000			
	2044	2,100,000			
	2045	2,195,000			
	2046	1,750,000			
	2047	1,830,000			
	2048	1,915,000			
	2049	2,020,000			
	2050	1,480,000			
	2051	1,555,000			
	2052	1,640,000			
	2053	1,735,000			
	2054	1,820,000			
	2055	5,600,000			

**Preliminary, subject to adjustment*

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 2025C 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 is not to be construed as a contract with the purchasers of the Series 2025C 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.

All quotations from and summaries and explanations or provisions of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions.

The information set forth in this Official Statement has been obtained from official sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The Financial Advisor has not made any independent verification of the information contained herein. The information and expressions of opinion 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 since the date hereof.

CUSIP numbers have been assigned to the Series 2025C Bonds by S&P's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are included solely for the convenience of the bondowners. Neither the Issuer, the Financial Advisor nor the Underwriter shall be responsible for the selection or correctness of the CUSIP numbers set forth above.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SERIES 2025C BONDS, NOR SHALL THERE BE ANY SALE OF ANY OF THE SERIES 2025C BONDS, BY ANY PERSON IN ANY JURISDICTION IN WHICH OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE.

This Official Statement contains statements which, to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "estimate," "project," "anticipate," "expect," "intend," "believe" and similar expressions are intended to identify forward-looking statements. A number of important factors affecting the Issuer's Program and financial results could cause actual results to differ materially from those stated in the forward-looking statements. This Official Statement includes the front cover page immediately preceding this page and all Appendices hereto.

[This page intentionally left blank]

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
THE ISSUER.....	2
The Issuer.....	2
General.....	3
Governance	3
SECURITY FOR THE BONDS.....	4
Pledge Under the Indenture	4
Trustee	5
THE BONDS	5
Liens Against Program Revenues.....	5
Description of the Series 2025C Bonds.....	5
Denomination and Payment of Bonds	5
Registration, Transfer and Exchange.....	6
Book-Entry Only System.....	6
Redemption of the Series 2025C Bonds.....	8
THE PROGRAM.....	10
General.....	10
Use of Proceeds of Series 2025C Bonds	12
PROGRAM ADMINISTRATION	13
SOURCES AND USES OF FUNDS.....	13
CERTAIN RISKS ASSOCIATED WITH THE BONDS	14
TAX MATTERS.....	15
General.....	15
Certain Federal Income Tax Consequences.....	16
Original Issue Discount	17
Original Issue Premium	17
Future Tax Legislation.....	18
CERTAIN LEGAL MATTERS	18
ABSENCE OF LITIGATION	18
DISCLOSURE COMPLIANCE.....	18
RATING	21
FINANCIAL ADVISOR	21
UNDERWRITING	22
MISCELLANEOUS	22
Outstanding parity bonds of the Flexible Term Finance Program	Appendix A
Rural Water Financing Agency Flexible Term Finance Program	
Debt Service Reserve and Program Summary	Appendix B
Demographic and Financial Information of the Series 2025C Borrowers	Appendix C
Definitions and Summary of Certain Provisions of the Documents	Appendix D
Form of Bond Counsel Opinion	Appendix E
Form of Continuing Disclosure Agreement	Appendix F

[This page intentionally left blank]

OFFICIAL STATEMENT

\$54,245,000*

RURAL WATER FINANCING AGENCY PUBLIC PROJECTS REVENUE BONDS (FLEXIBLE TERM PROGRAM), SERIES 2025C

INTRODUCTION

This Official Statement, which includes the cover page and appendices, sets forth certain information relating to the issuance by the Rural Water Financing Agency (the “Issuer”) in the aggregate principal amount of \$54,245,000* of its Public Projects Revenue Bonds (Flexible Term Program), Series 2025C (the “Series 2025C Bonds”).

The Series 2025C Bonds are being issued under authority of Chapter 58 and Sections 65.210 through 65.300 of the Kentucky Revised Statutes (collectively 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, as amended by the First Amendment to Trust Indenture dated as of June 1, 2023 (the “Authorizing Indenture”) between the Issuer and Regions Bank, Nashville, Tennessee (the “Trustee”) and per Supplemental Trust Indenture No. 95, dated June 30, 2025 (the “Supplemental Indenture No. 95”). The Series 2025C Bonds rank on a parity with the outstanding bonds listed in **Appendix A** hereto.

Hereinafter the Authorizing Indenture, as amended from time to time, indentures associated with the bonds listed in Appendix A hereto, including Supplemental Indenture No. 95, may be collectively referred to as the “Indenture”.

Hereinafter the bonds listed in Appendix A hereto, including the Series 2025C Bonds shall be collectively referred to as the “Bonds”.

The proceeds of the Bonds have been or are to be loaned to Borrowers (each a “Borrower” and collectively the “Borrowers”) under the Flexible Term Program (as hereinafter defined and described) to finance or refinance the acquisition, construction, renovation, improvement and equipping public projects (each a “Project” and collectively the “Projects”) described in various Assistance Agreements issued by the Borrowers for the benefit of the Issuer.

Under the Program, Borrowers are Governmental Agencies as defined in the Indenture. A “Governmental Agency” shall mean any Public Agency (as defined in Section 65.230 of the Kentucky Revised Statutes), agency or unit of government within any state of the United States, 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 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 a state of the United States having and possessing such described powers.

**Preliminary, subject to adjustment*

Upon the issuance of the Series 2025C Bonds, the total outstanding principal amount of the Bonds issued for the Program will be approximately \$292,802,000.

NEITHER THE COMMONWEALTH, THE ISSUER, 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, 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 at the designated 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.

THE ISSUER

The Issuer

Since 1995, the Kentucky Rural Water Finance Corporation (“KRWFC”) has issued short-term notes and long-term bonds as part of a program to assist rural water and sewer systems in the Commonwealth with financing the acquisition, construction, improvement and equipping of public projects and with refunding debt. Beginning in 2001, KRWFC established a pooled financing program (the “Flexible Term Program” or the “Program”) that has allowed Borrowers, with varying projects sizes, access to the rated tax-exempt bond market through variable rate or fixed rate loans. The Flexible Term Program has a diverse portfolio of Borrowers and Projects. Loans may be for a variety of purposes to include capital construction, infrastructure line extensions, equipment, and other utility related appurtenances.

KRWFC issued from time to time, in one or more series, its Public Projects Revenue Bonds (Flexible Term Program) the proceeds of which were to make loans to Borrowers under the Flexible Term Program. KRWFC determined that by assigning its Flexible Term Program to a new interlocal agency established under the Act, additional borrowers in states other than the Commonwealth would be eligible to participate in and benefit from the Flexible Term Program. With the assistance and help of KRWFC, the Rural Water Financing Agency (“RWFA”) was established and created as an interlocal agency under Kentucky law. RWFA has the authority to

issue its bonds and notes to assist borrowers with the acquisition, construction, improvement and equipping of public projects in the Commonwealth as well as in other states.

KRWFC desired to convey, transfer and assign to RWFA all of KRWFC's right, title and interest in and to the Flexible Term Program, so on February 2, 2023, the Board of Directors of KRWFC adopted a resolution in which it agreed to sell, transfer, convey, and assign to RWFA all of KRWFC's right, title, and interest in and to the assets of the Flexible Term Program.

On February 2, 2023, the Board of Directors of RWFA adopted a resolution accepting the assignment by KRWFC of the assets of the Flexible Term Program and to assume and perform, observe, and discharge all of the duties, obligations, responsibilities and undertakings of KRWFC, including the duties, obligations, responsibilities and undertakings of KRWFC under the Assistance Agreements and the Indenture, which may arise and accrue from and after the date of the transfer of the assets of the Flexible Term Program to RWFA.

General

RWFA was established as an interlocal agency of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky. 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 United States of America.

Upon the execution of the First Amendment to the Trust Indenture dated as of June 1, 2023, RWFA became, and assumed the duties of, the Issuer under the Indenture and the Assistance Agreements.

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 Borrowers in order to assist in financing the acquisition and construction of Projects. The availability of such financing enables Borrowers 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 Borrowers.

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 directors and officers are as follows:

Russ Rose	Chairperson and Director
Christina O'Bryan	Vice Chairperson and Director
Scott Young	Secretary, Treasurer and Director
Gary Larimore	President and Ex-Officio Director
Bob Pack	Director
David Peterson	Director
Jon Blalock	Director
William Ballard	Director
Daren Thompson	Director
Stephen Whitaker	Director

The Board of Directors has appointed Gary Larimore as President of the Issuer. Mr. Larimore serves as the principal executive and administrative officer of the Issuer and is an *ex officio* and non-voting member of the Board of Directors. The office of the Issuer is located at 1151 Old Porter Pike, Bowling Green, Kentucky 42103.

SECURITY FOR THE BONDS

Pledge Under the Indenture

The 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 Borrowers may borrow pursuant to Assistance Agreements entered into from time to time. Payments by the Borrowers 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 bondowners. 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 payments due from a borrower pursuant to its Assistance Agreement (the "Reserve Withdrawal"), the borrower 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 payments due from a borrower. As of the date of issuance of the Series 2025C Bonds it is anticipated that the value of the investments at maturity in the Reserve Fund is anticipated to be \$30,622,732.

Trustee

Under the Indenture, Regions Bank has been appointed and serves as Trustee and Paying Agent for the Bonds.

THE BONDS

Liens Against 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 2025C Bonds

The Series 2025C Bonds will accrue interest from the date of issuance, payable on February 1 and August 1 of each year, beginning February 1, 2026, and will mature on February 1 in the years set forth on the inside front cover of this Official Statement. The Series 2025C Bonds will bear interest at the interest rates set forth on the inside front cover of this Official Statement.

Interest on the Series 2025C Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Denomination and Payment of Bonds

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2025C Bonds. The Series 2025C Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as maybe requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of the Series 2025C Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. So long as the Series 2025C Bonds are held in the book-entry only system, DTC (or a successor securities depository) or its nominee will be the registered owner or holder of the Series 2025C Bonds for all purposes of the Indenture, the Series 2025C Bonds and this Official Statement. See "Book-Entry Only System" below.

In the event that the Series 2025C Bonds are not held in a book-entry only system, the principal of and any premium on the Series 2025C Bonds will be payable when due to the persons in whose name the Series 2025C Bonds are registered (the "Holders") upon presentation and surrender thereof at the designated corporate trust office of the Trustee in Nashville, Tennessee. 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 designated corporate trust office of the Trustee. Interest on each Series 2025C Bond shall be paid 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. “Record Date” shall mean with respect to any Interest Payment Date, the close of business on the fifteenth day of the month preceding any Interest Payment Date, whether or not such Record Date is a Business Day. At the direction of an Owner of \$1,000,000 or more of Series 2025C 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.

The Series 2025C Bonds will be issued in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000 (“Authorized Denominations”).

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 designated corporate trust office thereof, the Trustee’s principal office shall be 1600 Division Street, 9th Floor, Nashville, Tennessee 37203 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 following information about the book-entry only system applicable to the Bonds has been supplied by DTC. The Issuer, the Trustee or the Underwriter make no representations, warranties or guarantees with respect to its accuracy or completeness.

DTC, the world’s largest securities 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 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 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 is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. 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 a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Direct and Indirect 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 affect 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 MMI 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, the Trustee, or the 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 the Issuer or the 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 the Issuer or the 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-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

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 the Issuer takes no responsibility for the accuracy thereof.

Redemption of the Series 2025C Bonds

Optional Redemption. The Series 2025C Bonds maturing on and prior to February 1, 2034, shall not be subject to redemption prior to maturity. The Series 2025C Bonds, maturing on or after February 1, 2035, are subject to redemption, in whole or in part, by the Issuer prior to their stated maturity, at any time falling on or after February 1, 2034 at a redemption price equal to 100% of the principal amount of the Series 2025C 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 borrower 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 borrower 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 borrower 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 borrower), in the borrower 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 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.

In the case for an optional redemption or an extraordinary optional redemption pursuant to the Indenture, the notice of redemption may state (i) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (ii) that the Issuer retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional or extraordinary redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded in writing, and disseminated to each Owner of the Bonds in accordance with the procedures set forth in the Indenture, no later than 7 days prior to the redemption date.

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 PROGRAM

General

The Issuer is an interlocal agency of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky. 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 public agencies throughout the United States.

The Issuer's Flexible Term Program is designed to allow Borrowers, with varying projects sizes, access to the rated tax-exempt bond market through variable rate or fixed rate borrowings. The Program is managed by the Issuer and administrators to assure cashflows and compliance with Program loan covenants and is structured to have a diverse portfolio of Borrowers and Projects located throughout the United States. Borrowers 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 manufacturers, 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 Raymond James & Associates, Inc., or its successor in interest, 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 monitoring the portfolio of loans participating in the Program for compliance with rating criteria, then presently in existence, on the Bonds.

The Program's structure utilizes a Program level Reserve Fund, maintains a diverse portfolio of Borrowers. The Program requires loan borrowers to utilize the ACH Debit Direct Payment Method to make loan payments pursuant to the terms of a borrower's Assistance Agreement. Borrower loan payments are made 30 days in advance of the Program's need for a debt service payment on the Bonds. Since the Program's inception in 2001, no loan borrower has failed to make a loan payment.

The following table summarizes the funding of the Program and the amount of loans originated under the Program:

Program Summary

Total Bonds Issued for Program	\$692,411,000
Total Loans Originated for Program	\$661,911,000
Total Number of Loans Originated	338
Bonds Outstanding (original principal amount)	\$482,510,000
Loans Outstanding (original principal amount)	\$368,450,000
Bonds Outstanding ¹	\$292,802,000
Loans Outstanding ¹	\$262,302,000
Number of Outstanding Loans	161
Bond Proceeds used to fund Reserve Fund	\$30,500,000

¹Amounts as of the date of this Official Statement inclusive of Series 2025C Bonds

The Program level Reserve Fund, which is available to all borrowers, is structured and maintained assuming and utilizing certain default scenario requirements allowing for an over-collateralized loan portfolio and a debt service reserve that is greater than individual requirements for any single Borrower. The Program loan portfolio and the required Reserve Fund is monitored by the Compliance Group. As new loans are originated in the Program, the Compliance Group reviews each loan to maintain proper balance and diversification in the Program portfolio. Upon the issuance of the Series 2025C Bonds the value of the investments at maturity in the Reserve Fund is anticipated to be \$30,622,732. The borrowers, their loan amounts, maturity dates and outstanding balances are detailed in **Appendix B** attached to this Official Statement.

Use of Proceeds of Series 2025C Bonds

At the time of the delivery of the Series 2025C Bonds or shortly thereafter the Issuer intends to agree to Assistance Agreements with the following borrowers in the approximate amount:

<u>Borrower</u>	<u>State</u>	<u>Principal Amount*</u>
City of Aliquippa	Pennsylvania	\$2,640,000
Borough of Midland	Pennsylvania	2,640,000
Municipal Authority of the Borough of Midland	Pennsylvania	4,285,000
Borough of Ashland	Pennsylvania	1,095,000
Mahanoy City Sewer Authority	Pennsylvania	8,585,000
McKinney Water District	Kentucky	850,000
Butler County Library District	Kentucky	4,940,000
Ohio County Water District	Kentucky	5,725,000
City of Taylorsville	Kentucky	1,570,000
Caveland Sanitation Authority	Kentucky	
- Wastewater Treatment Plant		805,000
Caveland Sanitation Authority	Kentucky	
- Equipment Acquisition		490,000
Carroll County PWSD #1	Missouri	9,255,000

Fairview City	Utah	1,470,000
Van Buren County Public Water Authority	Arkansas	775,000
Phelps Special Utility District	Texas	1,390,000
Town of Hamlet	Indiana	1,810,000
Michell County Rural Water District #2	Kansas	1,245,000
City of Marion	Kansas	990,000

**Preliminary, subject to adjustment*

Additional demographic and financial information regarding the borrowers borrowing the proceeds of the Series 2025C Bonds and a description of the Projects for which the proceeds of the Series 2025C Bonds are being used, is set forth in **Appendix C** 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 through the Rural Water Financing Agency, a Kentucky interlocal and public agency (“RWFA”), which provides funding for public agencies that have received a permanent loan commitment from the United States Department of Agriculture, Rural Development. The KRWA has administered over \$1,000,000,000 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:

Sources of Funds:

Principal amount of the Series 2025C Bonds	\$
Premium/Discount	
Total Sources of Funds	\$

Uses of Funds:

Project Fund	\$
Reserve Fund	
Underwriter’s Discount	
Costs of Issuance ¹	
Total Uses of Funds	\$

¹Includes Financial Advisor, Bond Counsel, Trustee, and other issuance costs.

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 D**, 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 D**.

2. *Default by a borrower under an Assistance Agreement.* No representation or assurance can be made that revenues will be realized by the borrower in amounts necessary to make the payments required under its Assistance Agreement. If the borrower 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 Series 2025C 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 Series 2025C 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 Series 2025C Bonds involves a certain degree of risk. The interest rate borne by the Series 2025C 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 Series 2025C Bonds are an appropriate investment for them.

5. *General Factors Affecting Borrowers.* No representation or assurance can be made that revenues will be realized by any of the Borrowers 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 Series 2025C Bonds. Future revenues and expenses are subject to, among other things, the capabilities of the Borrowers and future economic and other conditions, which are unpredictable.

6. *Construction Risk.* Construction and development activities are subject to the usual risks associated with such projects, including, but not limited to, delays in the issuance of required permits or other necessary approvals, strikes, shortages of materials, adverse subsurface conditions and adverse weather conditions.

7. *Tax-Exempt Status of the Series 2025C Bonds.* The tax-exempt status of the Series 2025C Bonds (hereinafter collectively referred to as the “Tax Advantaged Bonds”) is based on the continued compliance by the Issuer and users of property financed or refinanced with proceeds of the Tax Advantaged Bonds with certain covenants relating generally to the use of the facilities financed or refinanced with the proceeds of such Tax Advantaged Bonds, arbitrage limitations and rebate of certain excess investment earnings to the federal government. Failure to comply with such covenants with respect to the Tax Advantaged Bonds could cause interest on the Tax Advantaged Bonds to become subject to federal income taxation retroactive to the original date of issue of the Tax Advantaged Bonds. In such event, an event of default of the covenants of the Indenture may have occurred and the Tax Advantaged Bonds are subject to redemption solely as a consequence thereof, and the principal thereof may be accelerated by the Trustee. No additional interest or penalty is payable in the event of the taxability of interest on the Tax Advantaged Bonds. See “TAX MATTERS” herein.

8. *Bond Ratings.* There is no assurance that the ratings assigned to the Series 2025C Bonds at the time of issuance will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price for, and marketability of, the Series 2025C Bonds. See “BOND RATING” herein.

9. *Opinions of Legal Counsel.* The various legal opinions to be delivered concurrently with the delivery of the Series 2025C Bonds will be qualified, as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the Commonwealth of Kentucky and the United States of America and other governmental authorities, including police powers exercised for the benefit of the public health and welfare, and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

The various legal opinions to be delivered concurrently with the delivery of the Series 2025C Bonds express the professional judgment of the attorneys rendering the opinions on the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

General

Under existing laws, regulations, rulings and decisions in effect on the date of delivery of the Series 2025C Bonds and 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 2025C 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 imposed on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on corporations.

The Code requires that the Issuer comply on an ongoing basis with certain obligations in order for the Series 2025C Bonds not to be used in such a manner that would cause the Series 2025C Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and for the interest on the Series 2025C 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 2025C Bonds becoming subject to federal income taxation, retroactive to the date of the Series 2025C 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 2025C Bonds. Interest on the Series 2025C 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 2025C Bonds.

In the opinion of Bond Counsel, interest on the Series 2025C Bonds is also exempt from income taxation by the Commonwealth and the Series 2025C 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 2025C 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 2025C 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.

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 2025C 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 2025C 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 2025C 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 2025C Bonds, may be subject to a tax on excess net passive income.

Original Issue Discount

The Series 2025C Bonds or a portion thereof may be offered and sold to the public at a discount from the amounts payable at maturity thereon. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a bond over its issue price. The issue price of a bond is generally the first price at which a substantial amount of the bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a bond during any accrual period generally equals (1) the issue price of that bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium

The Series 2025C Bonds or a portion thereof may be offered and sold to the public at a premium from the amounts payable at maturity thereon. For federal income tax purposes, premium is the excess of the issue price of a bond over its stated redemption price at maturity. The issue price of a bond is generally the first price at which a substantial amount of the bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the bond using constant yield principles, based on the purchaser's

yield to maturity. As premium is amortized, the owner's basis in the bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Future Tax Legislation

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 2025C 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 2025C 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 2025C Bonds. Prospective purchasers of the Series 2025C 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 2025C 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, Stoll Keenon & Ogden PLLC, Hodgenville, Kentucky.

ABSENCE OF LITIGATION

No litigation is pending or, to the knowledge of the Issuer, threatened in any court (i) to restrain or enjoin the issuance or delivery of the Series 2025C Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Series 2025C Bonds; (ii) in any way contesting or affecting the validity of the Series 2025C Bonds or the Indenture, or the power to collect and pledge the revenues to pay the Series 2025C Bonds, or contesting the power or authority of the Issuer to issue the Series 2025C Bonds; or (iii) which, if successful, would have a material adverse affect on the financial condition of the Issuer.

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 2025C 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 bondowners, 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;
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (o) incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect Bondowners, if material; and/or
- (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

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 consisting of Program debt service requirements, cash flows and revenues which may be available for debt service, the Issuer’s audited financial statements prepared in accordance with generally accepted accounting principles (“GAAP”), and a list of the Program’s existing and former borrowers generally consistent with the information contained in **Appendix B**. The Annual

Report shall be available by no later than the June 30 after the end of each Program year (December 31), beginning with the Program year ending December 31, 2024 and each Program year thereafter.

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.

On June 1, 2023, the Kentucky Rural Water Finance Corporation ("KRWFC") assigned its Flexible Term Program (the "Flex Term Program") to the Issuer. In its continuing disclosure undertakings, KRWFC agreed to file its Internal Audit and Program Data on or before June 30 following the end of each fiscal year (December 31). The Issuer assumed and agreed to perform, observe, and discharge all the duties, obligations, responsibilities and undertakings of KRWFC, including the duties, obligations, responsibilities and undertakings of KRWFC relating to the Flex Term Program. RWFA timely filed the Internal Audit and Program Data for FY 2023 (the "2023 Filing") for Flex Term Program bonds issued by the Issuer but inadvertently failed to connect the 2023 Filing to the Flex Term Program bonds issued by KRWFC. On September 6, 2023, sixty-eight (68) days after the required filing date, the Issuer connected the 2023 Filing to the Flex Term Program bonds issued by KRWFC.

Other than as stated above, as of the date of this Official Statement, the Issuer is in material compliance with the reporting requirements of the Rule for all undertakings for which they are an "obligated person" as defined in the Rule. Except as described above, for the previous five year period, the Issuer, to the best of its knowledge, believes that it has materially complied with the reporting requirements of the Rule for its previous undertakings.

Financial information regarding the Issuer can be obtained from the Treasurer of the Issuer, 1151 Old Porter Pike, Bowling Green, Kentucky 42103.

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 Bondowners (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 Bondowners.

In the event of a failure of the Issuer to comply with the disclosure requirements set forth in the Indenture, any Bondowner 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 2025C Bonds have been assigned a rating of “AA-” by S&P Global Ratings (“S&P”) based upon the underlying credit of the Program. This rating reflects only the views of S&P, and any explanation of the significance of this rating must be obtained from S&P. There is no assurance that this rating will continue for any given period or that it will not be revised or withdrawn entirely if, in the judgment of S&P, circumstances so warrant. Bondowners or prospective Bondowners should contact the Underwriter for information on the then current rating(s), if any, on the Series 2025C 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 2025C 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 2025C Bonds.

FINANCIAL ADVISOR

Raymond James & Associates, Inc. (the “Financial Advisor”) has been employed as Financial Advisor in connection with the issuance of the Series 2025C Bonds. The Financial Advisor will solicit bids for the purchase of the Series 2025C Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the Series 2025C Bonds is contingent upon the

issuance and delivery thereof. In this capacity, the Financial Advisor has compiled certain data relating to the Series 2025C Bonds that is contained in this Official Statement. The Financial Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

The Financial Advisor and/or its parent or affiliates may receive additional fees for providing services as the investment broker or bidding agent with respect to the proceeds of the Series 2025C Bonds.

UNDERWRITING

_____ (the “Underwriter”) has agreed to purchase the Series 2025C Bonds from the Issuer at a purchase price equal to \$_____, which represents the aggregate principal amount of the Series 2025C Bonds less the Underwriter’s discount. The Underwriter is committed to purchase all of the Series 2025C Bonds if any are purchased. The Series 2025C Bonds are offered for sale to the public at the initial prices stated on the inside cover page of this Official Statement. The initial public offering prices set forth on the inside cover page may be changed at any time by the Underwriter. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2025C Bonds to the public.

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 Series 2025C Bonds nor this Official Statement is to be construed as constituting an agreement with the purchaser of the Series 2025C 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 2025C Bonds, the purchaser thereof will be furnished with certificates of the Issuer certifying that (i) at the time of the sale of the Series 2025C Bonds and all times subsequent thereto, up to and including the time of delivery of the Series 2025C 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 2025C Bonds have been received; (iii) the Series 2025C 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 2025C 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 2025C 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.

RURAL WATER FINANCING AGENCY

By */s/ Gary Larimore*
President

Attest:

By */s/ Scott Young*
Secretary

[This page intentionally left blank]

APPENDIX A

Rural Water Financing Agency Flexible Term Finance Program Outstanding Parity Bonds

[This page intentionally left blank]

**RURAL WATER FINANCING AGENCY
FLEXIBLE TERM FINANCE PROGRAM
PROGRAM SUMMARY**

(Note: Series 2001 A - 2022 D were issued by the Kentucky Rural Water Finance Corporation)

Bonds by Series	Original Par Amount	Outstanding Bonds	Delivery Date	Final Maturity
Series 2001 A	8,925,000	10,000	June 27, 2001	February 1, 2026
Series 2005 B	4,855,000	1,895,000	October 19, 2005	February 1, 2035
Series 2006 D	5,765,000	2,505,000	May 31, 2006	August 1, 2035
Series 2007 A	12,355,000	1,627,000	January 30, 2007	February 1, 2036
Series 2007 D	5,570,000	400,000	July 30, 2007	August 1, 2027
Series 2008 C	7,300,000	175,000	May 29, 2008	February 1, 2030
Series 2010 B	16,720,000	2,695,000	May 13, 2010	February 1, 2030
Series 2010 C	7,615,000	1,160,000	June 10, 2010	February 1, 2032
Series 2011 B	3,130,000	345,000	April 12, 2011	February 1, 2031
Series 2011 C	5,935,000	225,000	November 10, 2011	August 1, 2031
Series 2012 B	9,990,000	815,000	March 28, 2012	February 1, 2040
Series 2012 C	8,695,000	1,845,000	May 2, 2012	February 1, 2040
Series 2012 D	15,975,000	6,015,000	May 30, 2012	February 1, 2041
Series 2012 E	14,555,000	2,230,000	August 29, 2012	August 1, 2039
Series 2012 F	11,715,000	1,565,000	November 13, 2012	February 1, 2040
Series 2012 G	4,005,000	1,790,000	December 18, 2012	February 1, 2043
Series 2013 B	17,365,000	5,220,000	February 27, 2013	February 1, 2037
Series 2013 C	21,765,000	6,710,000	March 27, 2013	February 1, 2043
Series 2013 D	6,500,000	2,540,000	June 5, 2013	August 1, 2043
Series 2013 E	645,000	50,000	August 13, 2013	August 1, 2043
Series 2014 B	580,000	330,000	April 10, 2014	February 1, 2034
Series 2015 B	11,710,000	6,430,000	February 19, 2015	February 1, 2041
Series 2015 C	5,290,000	2,935,000	March 10, 2015	February 1, 2041
Series 2015 E	8,910,000	4,940,000	May 12, 2015	February 1, 2045
Series 2016 B	8,440,000	2,940,000	May 12, 2016	February 1, 2030
Series 2016 C	2,030,000	1,410,000	October 18, 2016	August 1, 2042
Series 2016 D	8,315,000	6,055,000	November 30, 2016	February 1, 2047
Series 2017 A	7,010,000	5,570,000	July 11, 2017	February 1, 2047
Series 2019 B	4,855,000	3,935,000	August 8, 2019	August 1, 2045
Series 2020 A	12,635,000	10,270,000	January 7, 2020	February 1, 2051
Series 2020 C	12,160,000	10,260,000	March 17, 2020	February 1, 2049
Series 2020 D	9,940,000	8,370,000	May 6, 2020	February 1, 2050
Series 2020 E	11,375,000	9,100,000	September 23, 2020	February 1, 2050
Series 2020 G	8,090,000	6,945,000	October 13, 2020	August 1, 2048
Series 2020 H	6,535,000	6,535,000	December 17, 2020	February 1, 2044
Series 2020 I	11,060,000	9,480,000	December 29, 2020	February 1, 2050
Series 2021 A	8,585,000	6,470,000	June 8, 2021	February 1, 2047
Series 2021 B	5,830,000	5,080,000	July 22, 2021	August 1, 2050
Series 2021 C	6,760,000	6,000,000	July 27, 2021	August 1, 2051
Series 2021 D	10,015,000	8,850,000	October 19, 2021	August 1, 2044
Series 2022 A	14,820,000	13,215,000	January 27, 2022	February 1, 2050
Series 2022 C	1,650,000	1,500,000	August 25, 2022	August 1, 2037
Series 2024 A	3,495,000	3,345,000	February 5, 2024	February 1, 2039
Series 2024 B	2,690,000	2,670,000	May 7, 2024	February 1, 2054
Series 2024 C	21,725,000	21,725,000	July 9, 2024	August 1, 2054
Series 2024 D	11,880,000	11,880,000	July 30, 2024	August 1, 2025
Series 2024 E	1,975,000	1,975,000	October 4, 2024	August 1, 2039
Series 2025 A	1,505,000	1,505,000	March 26, 2025	February 1, 2028
Series 2025 B	19,020,000	19,020,000	March 26, 2025	February 1, 2055
Series 2025 C	54,245,000	54,245,000	June 30, 2025	February 1, 2055
	482,510,000	292,802,000		

[This page intentionally left blank]

APPENDIX B

Rural Water Financing Agency Flexible Term Finance Program Debt Service Reserve and Program Summary

[This page intentionally left blank]

**RURAL WATER FINANCING AGENCY
FLEXIBLE TERM FINANCE PROGRAM
PROGRAM PARTICIPANT SUMMARY - OUTSTANDING LOANS**

Participant - Loan Summary	Series	Original Loan	Outstanding	Delivery Date	Final Maturity
Burgin	Series 2001 A	172,000	10,000	June 27, 2001	February 1, 2026
Bullock Pen Water District	Series 2005 B	290,000	99,000	October 19, 2005	February 1, 2031
Bullock Pen Water District	Series 2005 B	514,000	177,000	October 19, 2005	February 1, 2031
Wood Creek Water District	Series 2005 B	3,594,000	1,232,000	October 19, 2005	February 1, 2031
Cumberland County Water District	Series 2005 B	107,000	37,000	October 19, 2005	February 1, 2031
Shepherdsville	Series 2006 D	5,385,000	2,125,000	May 31, 2006	August 1, 2031
Corydon Sewer System	Series 2007 A	809,000	344,000	January 30, 2007	February 1, 2033
South Woodford Water District	Series 2007 A	490,000	191,000	January 30, 2007	February 1, 2032
Wood Creek Water District	Series 2007 A	2,086,000	1,092,000	January 30, 2007	February 1, 2036
Muhlenberg County Water District	Series 2007 D	1,895,000	400,000	July 30, 2007	August 1, 2027
Crittenden-Livingston Water District	Series 2008 C	4,998,000	175,000	May 29, 2008	February 1, 2030
Henry County Water District 2	Series 2010 B	5,663,000	1,017,000	May 13, 2010	February 1, 2028
Hopkinsville Water Environmental Authority	Series 2010 B	3,588,000	1,148,000	May 13, 2010	February 1, 2030
Mt. Vernon	Series 2010 B	2,428,000	530,000	May 13, 2010	February 1, 2028
East Clark Water District	Series 2010 C	740,000	240,000	June 10, 2010	February 1, 2030
Manchester	Series 2010 C	2,175,000	520,000	June 10, 2010	February 1, 2030
North Mercer Water District	Series 2010 C	1,790,000	400,000	June 10, 2010	February 1, 2032
Caveland Environmental Authority	Series 2011 B	855,000	345,000	April 12, 2011	February 1, 2031
East Clark Water District	Series 2011 C	520,000	225,000	November 10, 2011	August 1, 2031
South Anderson Water District	Series 2012 B	2,040,000	815,000	March 28, 2012	February 1, 2040
Dawson Springs	Series 2012 C	970,000	220,000	May 2, 2012	February 1, 2028
Springfield	Series 2012 C	2,575,000	1,625,000	May 2, 2012	February 1, 2040
McCreary County Water District	Series 2012 D	4,800,000	2,930,000	May 30, 2012	February 1, 2041
Allen County Water District	Series 2012 D	2,935,000	1,650,000	May 30, 2012	February 1, 2038
Edmonson County Water District	Series 2012 D	2,900,000	1,435,000	May 30, 2012	February 1, 2036
Barkley Lake Water District	Series 2012 E	1,425,000	725,000	August 29, 2012	August 1, 2033
Hyden-Leslie Water District	Series 2012 E	600,000	175,000	August 29, 2012	August 1, 2028
Jessamine County Water District	Series 2012 E	1,085,000	715,000	August 29, 2012	August 1, 2039
Western Pulaski County Water District	Series 2012 E	2,115,000	615,000	August 29, 2012	August 1, 2035
LaRue Water District No. 1	Series 2012 F	2,680,000	1,565,000	November 13, 2012	February 1, 2040
Butler County Water Association	Series 2012 G	3,075,000	1,275,000	November 27, 2012	February 1, 2034
Kirksville Water Association	Series 2012 G	775,000	280,000	November 27, 2012	February 1, 2039
Christian Co. Water District	Series 2013 B	1,755,000	440,000	February 27, 2013	February 1, 2029
Edmonson County Water District	Series 2013 B	1,960,000	455,000	February 27, 2013	February 1, 2028
Grayson County Water District	Series 2013 B	1,990,000	255,000	February 27, 2013	February 1, 2027
Henry County Water District 2	Series 2013 B	2,760,000	1,000,000	February 27, 2013	February 1, 2032
Hodgenville	Series 2013 B	850,000	50,000	February 27, 2013	February 1, 2026
McCreary County Water District	Series 2013 B	1,415,000	270,000	February 27, 2013	February 1, 2030
US 60 Water District	Series 2013 B	490,000	70,000	February 27, 2013	February 1, 2032
Warren County Water District	Series 2013 B	1,975,000	315,000	February 27, 2013	February 1, 2028
Green River Valley Water District	Series 2013 C	3,795,000	240,000	March 27, 2013	February 1, 2028
Big Sandy Water District	Series 2013 C	910,000	135,000	March 27, 2013	February 1, 2029
Caveland Environmental Authority	Series 2013 C	1,250,000	160,000	March 27, 2013	February 1, 2027
Crittenden-Livingston Water District	Series 2013 C	3,690,000	1,135,000	March 27, 2013	February 1, 2029
Crittenden-Livingston Water District	Series 2013 C	2,090,000	1,420,000	March 27, 2013	February 1, 2040
Fulton	Series 2013 C	840,000	145,000	March 27, 2013	February 1, 2027
Lyon County Water District	Series 2013 C	1,305,000	775,000	March 27, 2013	February 1, 2040
Burnside	Series 2013 D	695,000	405,000	June 5, 2013	August 1, 2036
Central City	Series 2013 D	895,000	290,000	June 5, 2013	August 1, 2028
Columbia/Adair Utilities	Series 2013 D	3,780,000	1,475,000	June 5, 2013	August 1, 2040
Caveland Environmental Authority	Series 2014 B	545,000	295,000	April 10, 2014	February 1, 2034
East Laurel Water District	Series 2015 B	1,835,000	980,000	February 19, 2015	February 1, 2039
East Pendleton Water District	Series 2015 B	895,000	200,000	February 19, 2015	February 1, 2041
Knox County Utility Authority	Series 2015 B	2,485,000	1,605,000	February 19, 2015	February 1, 2039
Magoffin County Water District	Series 2015 B	1,695,000	975,000	February 19, 2015	February 1, 2041
Pendleton County Water District	Series 2015 B	1,210,000	810,000	February 19, 2015	February 1, 2041
Wood Creek Water District	Series 2015 B	2,780,000	1,115,000	February 19, 2015	February 1, 2038
Fleming County Water Association	Series 2015 C	790,000	435,000	March 10, 2015	February 1, 2037

Participant - Loan Summary	Series	Original Loan	Outstanding	Delivery Date	Final Maturity
Lake Village Water Association	Series 2015 C	1,160,000	605,000	March 10, 2015	February 1, 2041
Southeastern Water Association	Series 2015 C	2,980,000	1,535,000	March 10, 2015	February 1, 2041
Hardinsburg	Series 2015 E	2,395,000	635,000	May 12, 2015	February 1, 2033
Martin County Water District	Series 2015 E	2,010,000	1,455,000	May 12, 2015	February 1, 2045
Nicholas County Water District	Series 2015 E	1,775,000	1,110,000	May 12, 2015	February 1, 2040
Springfield	Series 2015 E	2,095,000	1,290,000	May 12, 2015	February 1, 2043
Christian Co. Water District	Series 2016 B	3,281,000	895,000	May 12, 2016	February 1, 2030
Henderson County Water District	Series 2016 B	3,125,000	285,000	May 12, 2016	February 1, 2026
Warren County Water District	Series 2016 B	2,295,000	920,000	May 12, 2016	February 1, 2030
Augusta, City of	Series 2016 C	1,150,000	740,000	October 18, 2016	August 1, 2035
Pineville Utilities Commssion	Series 2016 C	345,000	225,000	October 18, 2016	August 1, 2036
Pineville Utilities Commssion	Series 2016 C	400,000	310,000	October 18, 2016	August 1, 2042
Caveland Environmental Authority	Series 2016 D	800,000	535,000	November 30, 2016	February 1, 2036
Jessamine South Elkhorn Water District	Series 2016 D	470,000	235,000	November 30, 2016	February 1, 2031
Morgan County Water District	Series 2016 D	1,330,000	930,000	November 30, 2016	February 1, 2042
North Mercer Water District	Series 2016 D	1,845,000	1,370,000	November 30, 2016	February 1, 2043
Stanford, City of	Series 2016 D	3,390,000	2,505,000	November 30, 2016	February 1, 2047
Gallatin County Water District	Series 2017 A	1,180,000	715,000	June 27, 2017	February 1, 2039
Bloomfield	Series 2017 A	965,000	725,000	July 11, 2017	February 1, 2040
Bullitt County Sanitation District	Series 2017 A	775,000	645,000	July 11, 2017	February 1, 2047
Prestonsburg	Series 2017 A	3,625,000	3,020,000	July 11, 2017	February 1, 2047
Grayson County Water District	Series 2019 B	1,070,000	890,000	August 8, 2019	August 1, 2039
Monticello Utilities	Series 2019 B	2,640,000	2,035,000	August 8, 2019	August 1, 2044
Monticello Utilities	Series 2019 B	815,000	680,000	August 8, 2019	August 1, 2040
Big Sandy Water District	Series 2020 A	1,265,000	730,000	January 7, 2020	February 1, 2037
Greenup County Environmental Commission	Series 2020 A	3,565,000	2,510,000	January 7, 2020	February 1, 2034
Ohio County Water District	Series 2020 A	7,335,000	6,560,000	January 7, 2020	February 1, 2050
Big Sandy Water District	Series 2020 C	465,000	370,000	March 17, 2020	February 1, 2040
Caveland Environmental Authority	Series 2020 C	1,420,000	1,215,000	March 17, 2020	February 1, 2045
Edmonson County Water District	Series 2020 C	3,325,000	2,880,000	March 17, 2020	February 1, 2048
Gallatin County Water District	Series 2020 C	1,590,000	1,390,000	March 17, 2020	February 1, 2047
Springfield	Series 2020 C	1,405,000	1,215,000	March 17, 2020	February 1, 2046
Todd County Water District	Series 2020 C	2,430,000	2,025,000	March 17, 2020	February 1, 2042
Vine Grove	Series 2020 C	810,000	450,000	March 17, 2020	February 1, 2030
Green River Valley Water District	Series 2020 D	5,060,000	4,205,000	May 6, 2020	February 1, 2044
Paintsville	Series 2020 D	3,115,000	2,595,000	May 6, 2020	February 1, 2040
Warsaw, City of	Series 2020 D	1,170,000	975,000	May 6, 2020	February 1, 2050
Bracken County Water District	Series 2020 E	2,090,000	1,000,000	September 23, 2020	February 1, 2044
Cumberland County Water District	Series 2020 E	1,560,000	1,155,000	September 23, 2020	February 1, 2049
Hyden (City of)	Series 2020 E	205,000	185,000	September 23, 2020	February 1, 2050
Laurel County Water District #2	Series 2020 E	5,815,000	5,235,000	September 23, 2020	February 1, 2050
McCreary County Water District	Series 2020 E	495,000	455,000	September 23, 2020	February 1, 2050
McCreary County Water District	Series 2020 E	1,210,000	1,070,000	September 23, 2020	February 1, 2048
Bracken County Water District	Series 2020 G	985,000	845,000	October 13, 2020	August 1, 2040
Calvert City	Series 2020 G	400,000	90,000	October 13, 2020	August 1, 2025
Christian Co. Water District	Series 2020 G	1,595,000	1,460,000	October 13, 2020	August 1, 2048
Columbia/Adair Utilities	Series 2020 G	5,110,000	4,550,000	October 13, 2020	August 1, 2045
Barkley Lake Water District	Series 2020 I	5,070,000	4,160,000	December 29, 2020	February 1, 2050
Caveland Environmental Authority	Series 2020 I	1,500,000	1,275,000	December 29, 2020	February 1, 2040
Greater Fleming Co. Water Comm.	Series 2020 I	2,525,000	2,245,000	December 29, 2020	February 1, 2045
Vine Grove	Series 2020 I	1,965,000	1,800,000	December 29, 2020	February 1, 2050
Fleming Neon Water System	Series 2021 A	495,000	360,000	June 8, 2021	February 1, 2047
Rattlesnake Ridge Water District	Series 2021 A	3,170,000	2,620,000	June 8, 2021	February 1, 2044
Simpson County Water District	Series 2021 A	1,495,000	1,105,000	June 8, 2021	February 1, 2034
Warren County Water District	Series 2021 A	2,930,000	1,890,000	June 8, 2021	February 1, 2039
Butler County Water Association	Series 2021 B	855,000	705,000	July 22, 2021	August 1, 2036
Lake Village Water Association	Series 2021 B	2,250,000	2,080,000	July 22, 2021	August 1, 2050
Rowan Water Association	Series 2021 B	2,400,000	1,970,000	July 22, 2021	August 1, 2044
Central City	Series 2021 C	1,670,000	1,550,000	July 27, 2021	August 1, 2051
LaGrange Utilities Commssion	Series 2021 C	1,400,000	1,230,000	July 27, 2021	August 1, 2041
Taylorsville	Series 2021 C	3,320,000	2,850,000	July 27, 2021	August 1, 2042
Carroll County Water District	Series 2021 D	2,880,000	2,550,000	October 19, 2021	August 1, 2042

Participant - Loan Summary	Series	Original Loan	Outstanding	Delivery Date	Final Maturity
Christian Co. Water District	Series 2021 D	1,915,000	1,690,000	October 19, 2021	August 1, 2038
Grayson County Water District	Series 2021 D	2,070,000	1,750,000	October 19, 2021	August 1, 2034
Todd County Water District	Series 2021 D	1,085,000	795,000	October 19, 2021	August 1, 2032
LaGrange Utilities Commssion	Series 2022 A	2,965,000	2,515,000	January 27, 2022	February 1, 2037
Mountain Water District	Series 2022 A	5,580,000	4,720,000	January 27, 2022	February 1, 2045
Rochester Dam Regional Commission	Series 2022 A	1,005,000	940,000	January 27, 2022	February 1, 2050
Scottsville	Series 2022 A	3,640,000	3,410,000	January 27, 2022	February 1, 2050
Caveland Environmental Authority	Series 2022 C	505,000	455,000	August 25, 2022	August 1, 2037
Vine Grove	Series 2022 C	985,000	885,000	August 25, 2022	August 1, 2037
Vine Grove	Series 2024 A	3,145,000	2,995,000	February 5, 2024	February 1, 2039
Clay City	Series 2024 B	1,115,000	1,110,000	May 7, 2024	February 1, 2054
Hutsonville, Village of	Series 2024 B	700,000	690,000	May 7, 2024	February 1, 2049
Louisville, Village of	Series 2024 B	715,000	710,000	May 7, 2024	February 1, 2049
Bracken County Water District	Series 2024 C	320,000	320,000	July 9, 2024	August 1, 2054
Paintsville	Series 2024 C	7,275,000	7,275,000	July 9, 2024	August 1, 2044
Taylor West Weber Water Imp District	Series 2024 C	10,275,000	10,275,000	July 9, 2024	August 1, 2054
Western Mason Water District	Series 2024 C	2,285,000	2,285,000	July 9, 2024	August 1, 2054
Warren County Water District	Series 2024 D	11,880,000	11,880,000	July 30, 2024	August 1, 2025
Stanford, City of	Series 2024 E	1,975,000	1,975,000	October 4, 2024	August 1, 2039
Okabena	Series 2025 A	1,505,000	1,505,000	March 26, 2025	February 1, 2028
Kouts	Series 2025 B	10,410,000	10,410,000	March 26, 2025	February 1, 2055
Mercer County Sanitation District	Series 2025 B	145,000	145,000	March 26, 2025	February 1, 2045
Sikeston	Series 2025 B	7,380,000	7,380,000	March 26, 2025	February 1, 2055
City of Aliquippa	Series 2025 C	2,640,000	2,640,000	June 30, 2025	February 1, 2045
Borough of Midland	Series 2025 C	2,640,000	2,640,000	June 30, 2025	February 1, 2045
Municipal Authority of the Borough of Midland	Series 2025 C	4,285,000	4,285,000	June 30, 2025	February 1, 2055
Borough of Ashland	Series 2025 C	1,095,000	1,095,000	June 30, 2025	February 1, 2055
Mahanoy City Sewer Authority	Series 2025 C	8,585,000	8,585,000	June 30, 2025	February 1, 2049
McKinney Water District	Series 2025 C	850,000	850,000	June 30, 2025	February 1, 2055
Butler County Library District	Series 2025 C	4,940,000	4,940,000	June 30, 2025	February 1, 2055
Ohio County Water District	Series 2025 C	5,725,000	5,725,000	June 30, 2025	February 1, 2055
City of Taylorsville	Series 2025 C	1,570,000	1,570,000	June 30, 2025	February 1, 2040
Caveland Environmental Authority	Series 2025 C	805,000	805,000	June 30, 2025	February 1, 2045
Caveland Environmental Authority	Series 2025 C	490,000	490,000	June 30, 2025	February 1, 2031
Carroll County Public Water Supply District #1	Series 2025 C	9,255,000	9,255,000	June 30, 2025	February 1, 2055
Fairview City	Series 2025 C	1,470,000	1,470,000	June 30, 2025	February 1, 2055
Van Buren County Public Water Authority	Series 2025 C	775,000	775,000	June 30, 2025	February 1, 2045
Phelps Special Utility District	Series 2025 C	1,390,000	1,390,000	June 30, 2025	February 1, 2055
Town of Hamlet	Series 2025 C	1,810,000	1,810,000	June 30, 2025	February 1, 2055
Mitchell County Rural Water District #2	Series 2025 C	1,245,000	1,245,000	June 30, 2025	February 1, 2055
City of Marion	Series 2025 C	990,000	990,000	June 30, 2025	February 1, 2035
Total		368,450,000	262,302,000		

**RURAL WATER FINANCING AGENCY
FLEXIBLE TERM FINANCE PROGRAM
PROGRAM SUMMARY - DEBT SERVICE RESERVE**

Debt Service Reserve	Bonds Outstanding	Reserve @ Maturity	Final Maturity
Cash Funded DSR	\$ -	\$ 122,732	
Bond Funded DSR	\$ 250,000	\$ 250,000	February 1, 2029
Bond Funded DSR	\$ 840,000	\$ 840,000	February 1, 2030
Bond Funded DSR	\$ 325,000	\$ 325,000	August 1, 2031
Bond Funded DSR	\$ 6,045,000	\$ 6,045,000	February 1, 2034
Bond Funded DSR	\$ 580,000	\$ 580,000	February 1, 2035
Bond Funded DSR	\$ 380,000	\$ 380,000	August 1, 2035
Bond Funded DSR	\$ 515,000	\$ 515,000	February 1, 2036
Bond Funded DSR	\$ 1,365,000	\$ 1,365,000	February 1, 2037
Bond Funded DSR	\$ 160,000	\$ 160,000	August 1, 2037
Bond Funded DSR	\$ 350,000	\$ 350,000	February 1, 2039
Bond Funded DSR	\$ 1,440,000	\$ 1,440,000	February 1, 2040
Bond Funded DSR	\$ 415,000	\$ 415,000	August 1, 2040
Bond Funded DSR	\$ 1,105,000	\$ 1,105,000	February 1, 2041
Bond Funded DSR	\$ 135,000	\$ 135,000	August 1, 2042
Bond Funded DSR	\$ 1,485,000	\$ 1,485,000	February 1, 2043
Bond Funded DSR	\$ 1,320,000	\$ 1,320,000	August 1, 2043
Bond Funded DSR	\$ 945,000	\$ 945,000	February 1, 2044
Bond Funded DSR	\$ 750,000	\$ 750,000	August 1, 2044
Bond Funded DSR	\$ 450,000	\$ 450,000	February 1, 2045
Bond Funded DSR	\$ 330,000	\$ 330,000	August 1, 2045
Bond Funded DSR	\$ 1,440,000	\$ 1,440,000	February 1, 2047
Bond Funded DSR	\$ 715,000	\$ 715,000	February 1, 2049
Bond Funded DSR	\$ 1,495,000	\$ 1,495,000	February 1, 2050
Bond Funded DSR	\$ 325,000	\$ 325,000	August 1, 2050
Bond Funded DSR	\$ 470,000	\$ 470,000	February 1, 2051
Bond Funded DSR	\$ 370,000	\$ 370,000	August 1, 2051
Bond Funded DSR	\$ 160,000	\$ 160,000	February 1, 2054
Bond Funded DSR	\$ 1,570,000	\$ 1,570,000	August 1, 2054
Bond Funded DSR	\$ 4,770,000	\$ 4,770,000	February 1, 2055
Total	\$ 30,500,000	\$ 30,622,732	
Total Bonds Issued for Program			\$692,411,000
Total Loans Originated for Program			\$661,911,000
Total Number of Loans Originated			338
Total Number of Loans Outstanding			161
Bonds Outstanding to Date			\$292,802,000
Loans Outstanding to Date			\$262,302,000

APPENDIX C

Demographic and Financial Information of the Series 2025C Participants

[This page intentionally left blank]

CITY OF ALIQUIPPA, PENNSYLVANIA

The City of Aliquippa is located in Beaver County, Pennsylvania. The City had a population of 9,022 in 2023. Beaver County had a population of 165,215 in 2023. Aliquippa is located 29 miles from Pittsburgh, 93 miles from Akron, Ohio, and 116 miles from Cleveland, Ohio.

Project Description

Purchase of a new firetruck for the City, make improvements to City Hall, pay for other capital improvements within the City

Economic Statistics for the year 2023

Per Capita Income	\$30,119	Civilian Labor Force	7,747
Median Household Income	\$51,050	Unemployment Rate	3.7%

Source: data.census.gov (American Community Survey)

Assessed Valuation

Assessed Valuation History	
Year	Total Assessed Valuation
2023	84,544,227
2022	85,224,447
2021	86,620,997
2020	90,086,468
2019	86,963,752

Source: City Officials

Taxes Levy History

Taxes Levied and Collected				
Tax Year	Millage Rate	Total Taxes Billed	Collected	% Collected
2023	30.0	2,485,600	2,000,000	80.5%
2022	30.0	2,494,355	1,996,333	80.0%
2021	30.0	2,535,413	1,998,532	78.8%
2020	30.0	2,637,298	1,967,466	74.6%
2019	30.0	2,545,490	1,996,138	78.4%

Source: The City

Major Property Taxpayers

Top 10 Largest Property Taxpayers in the City for 2023			
Taxpayer	Type	Assessed Valuation	% of Total Assessed Value
United States Cypsum	Manufacturing	175,921	0.21%
Beaver County Corporation	Not-for-profit	55,087	0.07%
Versatex Building	Manufacturing	55,052	0.07%
72 Steel LLC	Manufacturing	50,367	0.06%
Cronimet Corporation	Manufacturing	43,715	0.05%
Middleton Properties, LLC	Real Estate	25,662	0.03%
Electrofused Minerals	Manufacturing	23,481	0.03%
2012 Pennsylvania	Real Estate	22,173	0.03%
Linmar Homes	Real Estate	20,226	0.02%
Shasta, Inc.	Manufacturing	19,919	0.02%
Total		491,603	0.58%

Source: Beaver County Assessment Office

**CITY OF ALIQUIPPA, PENNSYLVANIA
BALANCE SHEET**

	December 31		
	2023	2022	2021
ASSETS			
Cash and cash equivalents	1,142,498	1,917,342	1,423,075
Due from Other Governmental Units	290,258	347,968	81,354
Receivables	2,607,829	2,424,116	1,027,961
Prepaid Expenses	53,697	38,015	27,382
TOTAL ASSETS	4,094,282	4,727,441	2,559,772
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
<i>Liabilities</i>			
Accounts payable	62,623	127,320	101,657
Accrued Payroll Liabilities	105,870	135,170	87,852
Act 98 Escrow Funds Payable	97,831	143,659	71,581
Customer Deposits	-	458,339	758
Unearned Revenues - Grants	42,095	-	-
Other Current Liabilities	764	759	-
Due ot Pension Trust Funds	1,160	11,298	40,798
Total Liabilities	310,343	876,545	302,646
<i>Deferred Inflows of Resources</i>			
Real Estate Taxes - Delinquent	2,519,609	2,338,236	822,486
Total Deferred Inflows of Reources	2,519,609	2,338,236	822,486
<i>Fund Balances</i>			
Nonspendable	53,697	38,015	27,382
Restricted	464,789	486,105	476,139
Assigned	90,852	90,969	91,089
Unassigned	654,992	897,571	840,030
Total Fund Balances	1,264,330	1,512,660	1,434,640
TOTAL LIABILITIES, DEFERRED INFLOWS OF REOURCES, AND FUND BALANCES	4,094,282	4,727,441	2,559,772

STATEMENT OF INCOME

	For Fiscal Year ended December 31,		
	2023	2022	2021
REVENUES			
Taxes	4,811,976	4,467,433	4,601,115
Licenses and Permits	114,959	125,739	127,958
Intergovernmental	1,208,889	922,991	1,272,768
Charges for Services	935,125	1,029,709	850,262
Fines and Forfeitures	19,917	17,131	25,757
Interest and Rents	24,730	10,790	337
Contributions	1,282	18,072	78,010
Miscellaneous	77,061	52,692	55,863
Total Revenue	\$7,193,939	\$6,644,557	\$7,012,070
EXPENDITURES			
General Government	991,161	583,591	706,765
Public Safety	2,983,954	2,626,417	2,599,112
Public Works	1,870,923	1,612,872	1,504,191
Culture and Recreation	10,000	10,000	-
Community Development	12,460	355,803	-
Employee Benefits	205,260	175,891	170,251
Debt Service	113,572	99,273	362,436
Pension	1,035,911	957,109	1,033,773
Insurance	213,656	202,476	214,564
Total Expenditures	\$7,436,897	\$6,623,432	\$6,591,092
Revenues Over (Under) Expenditures	(\$242,958)	\$21,125	\$420,978
OTHER FINANCING SOURCES			
Operating Transfers In	755,743	404,438	300,071
Operating Transfers Out	(755,743)	(404,438)	(300,071)
Tax Anticipation Note Proceeds	(5,372)	17,700	300,000
Refund of Prior Year Expenditures	-	39,195	2,709
Total Other Financing Sources	(\$5,372)	\$56,895	\$302,709
NET CHANGE IN FUND BALANCES	(\$248,330)	\$78,020	\$723,687

Source: Fiscal years 2021-2023 on both the Balance Sheet and Statement of Income taken from the City's audited financial statements and summarized by the Financial Advisor.

BOROUGH OF ASHLAND, PENNSYLVANIA

The Borough of Ashland is located in Schuylkill and Columbia Counties, Pennsylvania. The Borough had a population of 2,495 in 2023. Schuylkill and Columbia Counties has a combined population of 209,225 in 2023. Ashland is located 63 miles from Allentown, 112 miles from Philadelphia, and 239 miles from Pittsburgh.

Project Description

Funds will be used to refund the Borough's outstanding Series 2022 GO Notes.

Economic Statistics for the year 2023 (Ashland)

Per Capita Income	\$35,119	Civilian Labor Force	2,134
Median Household Income	\$52,283	Unemployment Rate	3.0%

Source: data.census.gov (American Community Survey)

Assessed Valuation

Assessed Valuation History	
Tax Year	Real Property
FY 24-23	26,818,535
FY 23-22	27,140,230
FY 22-21	27,130,975
FY 21-20	27,173,640
FY 20-19	28,870,400

Source: Borough of Ashland

Tax Rates

History of Tax Levies (per \$100 of assessed valuation)	
Tax Year	Real Property
FY 24-23	30.5
FY 23-22	28.5
FY 22-21	28.5
FY 21-20	26.0
FY 20-19	26.0

Source: Borough of Ashland

Tax History

Taxes Budgeted and Collected			
Tax Year	Total Taxes Budgeted	Collected	% Collected
FY 24-23	675,155	676,383	100%
FY 23-22	638,359	613,479	96%
FY 22-21	639,559	629,262	98%
FY 21-20	589,376	574,321	97%
FY 20-19	577,376	580,070	100%

Source: Borough of Ashland

Major Property Taxpayers

Top 5 Largest Property Taxpayers for 2023		
Taxpayer	Type	Assessed Valuation
Tri State Envelope	Real Property	628,530
PennTec LLC	Real Property	322,615
Wilson Company	Real Property	255,740
Ashland Diesel	Real Property	186,955
305 Centre. St. Properties	Real Property	95,075

Source: Borough of Ashland

BOROUGH OF ASHLAND, PENNSYLVANIA
STATEMENT OF NET POSITION

For Fiscal Year ended December 31,

	2023¹	2022	2021
CURRENT ASSETS			
Cash and cash equivalents	1,020,088	1,208,523	1,159,636
Account receivable, net of allowance	62,379	56,053	44,611
Unbilled revenue, net of allowance	55,817	36,409	37,237
Taxes receivable	291,736	240,512	45,164
Grant receivable	-	-	508,815
Other receivables	-	-	941
Inventory	11,858	3,928	7,786
Prepaid expenses	67,787	61,034	85,157
Due (to) from Authority	-	-	(711)
Total current assets	<u>1,509,665</u>	<u>1,606,459</u>	<u>1,888,636</u>
NON-CURRENT ASSETS			
Capital assets, not being depreciated			
Land	1,123	1,123	1,123
Construction in progress	520,753	20,896	632,812
Capital assets, net of accumulated depreciation			
Land improvements	955,335	791,635	223,732
Building improvements	28,776	37,907	27,668
Improvements to system	569,383	590,471	611,559
Machinery and equipment	66,355	83,717	101,672
Vehicles	179,725	245,628	119,119
Net pension asset - police (uniform)	-	-	57,709
Net pension asset - non-uniform	5,305	584,565	334,925
Total non-current assets	<u>2,326,755</u>	<u>2,355,942</u>	<u>2,110,319</u>
Total assets	<u>3,836,420</u>	<u>3,962,401</u>	<u>3,998,955</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension activity - police (uniform)	306,525	432,376	134,291
Pension activity - non-uniform	317,232	52,753	105,506
Pension activity - other post-employment benefits	200,011	-	-
Total deferred outflows of resources	<u>823,768</u>	<u>485,129</u>	<u>239,797</u>
Total assets and deferred outflows of resources	<u>4,660,188</u>	<u>4,447,530</u>	<u>4,238,752</u>
CURRENT LIABILITIES			
Accounts payable	38,152	48,466	543,442
Accrued wages and withholdings	6,577	5,914	5,013
Accrued interest payable	5,480	727	320
Funds held in escrow	60,139	39,926	-
Deferred revenue	137,340	212,612	261,134
Current portion of notes payable	15,987	47,723	45,754
Current portion of leases payable	27,853	40,415	38,462
Current portion of compensated absences	6,858	5,858	-
Current portion of OPEB	197,580	-	-
Revenues collected in advance	114,375	50,000	-
Total current liabilities	<u>610,341</u>	<u>451,641</u>	<u>894,125</u>
NON-CURRENT LIABILITIES			
Compensated absences	130,633	145,426	140,424
Notes payable, net of current portion	577,970	94,122	63,762
Leases payable, net of current portion	-	27,657	68,072
Net pension liability - police (uniform)	626,788	683,004	-
Net OPEB obligation	5,113,357	-	-
Total non-current liabilities	<u>6,448,748</u>	<u>950,209</u>	<u>272,258</u>
Total liabilities	<u>7,059,089</u>	<u>1,401,850</u>	<u>1,166,383</u>
DEFERRED INFLOWS OF RESOURCES			
Pension activity - police (uniform)	-	-	342,987
Pension activity - non-uniform	38,512	395,384	418,252
Total deferred inflows of resources	<u>38,512</u>	<u>395,384</u>	<u>761,239</u>
Total liabilities and deferred inflows of resources	<u>7,097,601</u>	<u>1,797,234</u>	<u>1,927,622</u>
NET POSITION			
Net investment in capital assets	1,699,640	1,561,460	1,501,635
Restricted	543,932	443,261	338,028
Unrestricted	(4,680,985)	645,575	471,467
Total net position	<u>(2,437,413)</u>	<u>2,650,296</u>	<u>2,311,130</u>
Total liabilities, deferred inflows of resources, and net position	<u>4,660,188</u>	<u>4,447,530</u>	<u>4,238,752</u>

¹Financials provided for Fiscal Year ended December 31, 2023 are in draft form and subject to revision.

Source: Fiscal years 2021-2022 on both the Balance Sheet and Statement of Income taken from the Borough's audited financial statements and summarized by the Financial Advisor.

BOROUGH OF ASHLAND, PENNSYLVANIA
STATEMENT OF INCOME (GOVERNMENTAL FUNDS)

For Fiscal Year ended December 31,

	2023¹	2022	2021
REVENUES			
Taxes	1,115,170	1,308,554	1,004,085
Intergovernmental	536,609	359,484	765,068
Charges for Services	259,894	240,862	257,219
Refund of Prior Year Expenditures	31,993	37,037	38,884
Licenses and Permits	22,256	23,451	27,716
Fines and Forfeits	19,453	18,997	16,828
Contributions	17,057	8,572	14,216
Miscellaneous revenue	-	2,945	2,522
Interest Income and Rents	3,937	1,961	22,708
Total Revenues	2,006,369	2,001,863	2,149,246
EXPENDITURES			
General Government:			
Administration	145,036	128,159	108,821
Tax Collection	30,692	32,444	28,564
Municipal Building	11,932	15,457	8,696
Public Safety:			
Police	763,163	726,362	620,092
Fire	102,214	114,085	67,247
Code Enforcement	15,777	18,077	22,659
General Expense	14,839	18,234	-
Public Works - Health and Sanitation:			
Health Officer	10,195	10,061	9,254
General Expense	269,593	243,968	222,214
Public Works - Highways:			
Streets and Highways	533,484	267,199	699,536
Street Lighting	68,150	63,479	68,546
Culture and Recreation:			
Library	2,500	2,500	2,500
Parks and Recreation	74,264	56,108	62,008
Community and Development	28,195	27,554	24,499
Debt Service:			
Principal	24,734	23,611	33,962
Interest	1,717	2,841	5,397
Total expenditures	2,096,485	1,750,139	1,983,995
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(90,116)	251,724	165,251
OTHER FINANCING SOURCES			
Tax anticipation note proceeds	-	-	100,000
Proceeds From Sale of Assets	8,000	3,000	5,150
Tax anticipation note repayment	-	-	(100,000)
Insurance proceeds	-	-	3,315
Transfers from other funds	-	141,091	14,349
Trasnfers to other funds	-	(141,091)	(500)
Total other financing sources	8,000	3,000	22,314
Net change in fund balances	(82,116)	254,724	187,565
Fund balances, beginning	1,086,692	831,968	640,881
Fund balances, ending	1,004,576	1,086,692	828,446

¹Financials provided for Fiscal Year ended December 31, 2023 are in draft form and subject to revision.

Source: Fiscal years 2021-2022 on both the Balance Sheet and Statement of Income taken from the Borough's audited financial statements and summarized by the Financial Advisor.

[This page intentionally left blank]

BUTLER COUNTY LIBRARY DISTRICT, KENTUCKY

Butler County is located within the Bowling Green Metropolitan Statistical Area and had a population of 12,373 in 2023. Cities within Butler County include Morgantown, Huntsville, and Logansport. The county seat, Morgantown, is located 24 miles from Bowling Green and 107 miles from Louisville.

Project Description

Funds will be used to construct a new library (approximately 9,000 sq. ft.).

Economic Statistics for the year 2023 (Butler County)

Per Capita Income	\$25,198	Civilian Labor Force	9,843
Median Household Income	\$52,003	Unemployment Rate	4.2%

Source: data.census.gov (American Community Survey)

Assessed Valuation

Assesment for Property Owned as of July 1, 2023		Total Assessed Valuation
Type of Property		
Real Property		
Regular		543,662,450
Franchise		49,296,765
Total Real Estate		<u>592,959,215</u>
Personal Property		
Tangible		44,049,523
Motor Vehicle		123,794,806
Total Personal Property		<u>167,844,329</u>
Total Real and Personal Property		<u><u>760,803,544</u></u>

Source: Butler County

Tax Rates

History of Tax Levies (per \$100 of assessed valuation)				
Tax Year	Real Property	Tangible Personal	Motor Vehicle	Total
2023	0.0780	0.1258	0.0344	0.2382
2022	0.0760	0.1299	0.0344	0.2403
2021	0.0760	0.1299	0.0344	0.2403
2020	0.0720	0.1383	0.0344	0.2447
2019	0.0720	0.1383	0.0344	0.2447

Source: Butler County

Taxes Levy History

Taxes Levied and Collected			
Tax Year	Total Taxes Budgeted	Current Collected	
		Collected	% Collected
2023	546,863	549,408	100.50%
2022	464,700	466,785	100.45%
2021	415,000	471,611	113.64%
2020	412,000	414,271	100.55%
2019	407,257	399,981	98.21%

Source: Butler County

Major Property Taxpayers

Top 10 Largest Property Taxpayers in the City for 2023			
Taxpayer	Type	Assessed Valuation	% of Total Assessed Value
Morgantown Plastics	Food Manufacturing	6,230,639	6.52%
Real Alloy Recycling	Electrical Wire/Cable	4,474,490	1.43%
Casco Products Corporation	Commercial Real Estate	4,323,112	1.17%
AGNL Thermo LLC	Hotel	5,440,000	0.89%
RA Recycling LLC	Retail	4,408,960	0.85%
Realty Income Properties	Manufacturing	3,559,000	0.79%
Omega Healthcare Investors	Trucking	31,028,000	0.73%
Drake's Farm Services	Retail	2,116,000	0.68%
Benson 2013 Joint Revocable Trust	Distribution	2,500,000	0.66%
Corvac Composites LLC	Warehousing Facility	1,070,067	0.59%
Total		<u>65,150,268</u>	<u>14.31%</u>

Source: Butler County

**BUTLER COUNTY PUBLIC LIBRARY, KENTUCKY
BALANCE SHEET**

For Fiscal Year ended June 30,

	2024	2023	2022
ASSETS			
Cash and cash equivalents	970,550	628,281	539,339
Certificates of deposit	647,845	634,593	625,777
Taxes receivable	9,999	7,671	5,564
E-Rate funding receivable	-	5,701	5,739
Capital assets not being depreciated	401,786	401,786	218,870
Other capital assets, net of depreciation	10,505	12,392	15,746
TOTAL ASSETS	2,040,685	1,690,424	1,411,035
LIABILITIES			
Accounts payable	2,925	5,441	3,606
Payroll taxes payable	3,887	4,369	4,507
Accrued payroll	560	520	1,008
Current portion of lease payable	633	1,483	1,431
Lease payable	-	635	2,120
TOTAL LIABILITIES	8,005	12,448	12,672
NET POSITION			
Net investment in capital assets	411,658	412,060	231,065
Restricted	424,296	282,864	141,432
Unrestricted	1,196,726	983,052	1,025,866
Total Net Position	2,032,680	1,677,976	1,398,363

STATEMENT OF ACTIVITIES

For Fiscal Year ended June 30,

	2024	2023	2022
REVENUES			
Taxes	\$549,408	\$466,785	\$471,611
Grants	141,932	151,954	142,932
Interest Income	14,215	9,357	7,722
Donations	200	200	1,543
Late fees, copies, faxes, etc.	1,071	764	541
Other miscellaneous income	978	33	2,769
E-Rate funding	-	5,701	10,805
Total Revenue	\$707,804	\$634,794	\$637,923
EXPENDITURES			
Current			
General government	353,047	355,075	343,259
Debt Service			
Principal	-	-	-
Interest	53	106	128
Total Expenditures	\$353,100	\$355,181	\$343,387
Revenues Over (Under) Expenditures	\$354,704	\$279,613	\$294,536
OTHER FINANCING SOURCES (USES)			
Gain (loss) on disposal of capital assets	-	-	138
Total Other Financing Sources	\$0	\$0	\$138
NET CHANGE IN FUND BALANCES	\$354,704	\$279,613	\$294,674

Source: Fiscal years 2022-2024 on both the Balance Sheet and Statement of Income taken from the District's audited financial statements and summarized by the Financial Advisor.

PUBLIC WATER SUPPLY DISTRICT NO. 1 OF CARROLL COUNTY, MISSOURI

The Public Water Supply District No. 1 of Carroll County is located in Carrollton, a city in Carroll County, Missouri. Carrollton had a population of 3,335 in 2023. Carroll County had a population of 8,495 in 2023. Carrollton is 70 miles from Kansas City and 214 miles from St. Louis.

Project Description

Proceeds will be used to refund the District's outstanding Series 2014 Bonds.

Economic Statistics for the year 2023 (Carrollton)

Per Capita Income	\$25,494	Civilian Labor Force	2,636
Median Household Income	\$53,160	Unemployment Rate	5.6%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/Other	Total
2024	1,229	26	1,255
2023	1,239	25	1,264
2022	1,178	21	1,199
2021	1,168	20	1,188
2020	1,164	20	1,184

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
Reliant Holdings CO-2 Plan	\$74,595.69	4,977	8.42%
City of Bogard	\$39,674.80	2,734	4.62%
Griffin Farms - Cattle	\$17,394.84	1,420	2.40%
John Station - Cattle	\$11,016.58	698	1.18%
Jarod McMullin - Cattle	\$8,861.77	590	1.00%
Totals:	\$151,543.68	10,419	18%

* gallons

Debt Coverage Analysis

For the Fiscal Year Ended February 28,

	Audited 2024	Audited 2023	Audited 2022
Operating Income	\$1,484,533	\$1,391,442	\$1,243,746
Less: Operating Expenses	\$1,187,256	\$1,084,635	\$907,657
Operating Income	\$297,277	\$306,807	\$336,089
Plus: Depreciation	378,009	373,076	365,556
Available Revenues	\$675,286	\$679,883	\$701,645
Debt Service	\$565,356	\$508,241	\$512,319
Debt Coverage	1.19	1.34	1.37

Source: the District's audited financial statements

PUBLIC WATER SUPPLY DISTRICT NO. 1 OF CARROLL COUNTY, MISSOURI
BALANCE SHEET

	For Fiscal Year ending February 28,		
	2024	2023	2022
ASSETS			
<u>Current Assets</u>			
Cash and cash equivalents	\$231,870	\$229,998	\$156,136
Certificates of deposit	109,060	160,479	159,465
Accounts receivable (net)	101,086	88,890	94,594
Unbilled receivables	36,160	22,852	17,483
Lease receivable	10,484	-	-
Accrued interest receivable	1,688	370	270
Inventory	2,047	5,656	7,330
Prepaid expenses	75,985	62,586	50,880
Net Pension Asset	-	-	22,225
Total Current Assets	<u>568,380</u>	<u>570,831</u>	<u>508,383</u>
<u>Restricted Assets</u>			
Cash and cash equivalents - debt service	219,866	197,255	189,388
Cash and cash equivalents - depreciation and replacement	40,890	9,046	-
Certificates of deposit - debt service reserve	400,000	400,000	400,000
Certificates of deposit - depreciation and replacement	54,958	-	-
Total Restricted Assets	<u>715,714</u>	<u>606,301</u>	<u>589,388</u>
<u>Capital Assets</u>			
Cost of system	14,131,545	14,065,665	13,987,755
Buildings	121,240	121,240	121,240
Equipment & furniture	89,792	89,792	81,329
Vehicles & trailers	26,320	26,320	26,320
Construction in progress	3,979	9,416	1,500
Land	147,745	147,745	147,745
ROU leased assets	9,045	9,045	-
Less: Accumulated depreciation	(8,347,357)	(7,969,348)	(7,596,272)
Less: Accumulated amortization ROU leased assets	(2,917)	(1,383)	-
Total Capital Assets	<u>6,179,392</u>	<u>6,498,492</u>	<u>6,769,617</u>
Total Assets	<u>7,463,486</u>	<u>7,675,624</u>	<u>7,867,388</u>
<u>Deferred Outflows of Resources</u>			
Loss on refunding debt	899,030	958,965	1,018,900
Net difference between projected and actual earnings on pension plan investments	-	-	1,320
Total Deferred Outflows of Resources	<u>899,030</u>	<u>958,965</u>	<u>1,020,220</u>
LIABILITIES			
<u>Current Liabilities</u>			
Accounts payable	41,338	41,639	28,943
Accrued interest - leases	-	9	-
Customer deposits	5,475	4,725	4,975
Current portion of long-term liabilities	215,000	180,000	150,000
Current portion of lease liability	-	3,184	-
Total Current Liabilities	<u>261,813</u>	<u>229,557</u>	<u>183,918</u>
<u>Long-Term Liabilities</u>			
Long-term portion of debt (net)	9,430,000	9,645,000	9,825,000
Lease liability	6,179	4,508	-
Net pension liability	16,149	6,358	-
Total Long-Term Liabilities	<u>9,452,328</u>	<u>9,655,866</u>	<u>9,825,000</u>
Total Liabilities	<u>9,714,141</u>	<u>9,885,423</u>	<u>10,008,918</u>
<u>Deferred Inflows of Resources</u>			
Difference between expected and actual experience in the total pension liability	4,645	12,030	30,814
Leases	10,703	-	-
Total Deferred Inflows of Resources	<u>15,348</u>	<u>12,030</u>	<u>30,814</u>
<u>Net Position</u>			
Net investment in capital assets	(1,863,749)	(1,666,227)	(1,477,475)
Restricted for debt retirement	715,714	606,301	589,388
Unrestricted	(218,938)	(202,938)	(264,035)
Total Net Position	<u>(1,366,973)</u>	<u>(1,262,864)</u>	<u>(1,152,122)</u>

STATEMENT OF INCOME

	For Fiscal Year ending February 28,		
	2024	2023	2022
OPERATING REVENUES			
Water sales	1,412,056	1,317,105	1,187,860
Meter installation fees	35,060	43,756	26,814
Late charge fees	12,161	11,360	9,734
Reconnect / Meter sets / Other fees	2,014	1,502	3,182
Miscellaneous income	2,921	2,557	1,101
Total Operating Revenues	<u>1,464,212</u>	<u>1,376,280</u>	<u>1,228,691</u>
OPERATING EXPENSES			
Management & operations contract	602,161	544,457	458,418
Utilities	62,906	63,910	66,573
Insurance	25,561	31,680	30,382
Repairs & maintenance	95,385	43,736	54,735
Engineering	-	1,500	-
Legal expenses	1,588	422	2,748
Accounting	4,765	4,625	4,400
Bad debts	4,594	-	-
Permits & licenses	2,066	1,951	1,641
Pension expense	6,160	15,292	(78,606)
Amortization	1,534	1,383	-
Depreciation	378,009	373,076	365,556
Miscellaneous expense	2,527	2,603	1,810
Total Operating Expenses	<u>1,187,256</u>	<u>1,084,635</u>	<u>907,657</u>
Operating Income	<u>276,956</u>	<u>291,645</u>	<u>321,034</u>
NON-OPERATING INCOME (EXPENSES)			
Interest expense	(410,369)	(416,913)	(422,254)
Bond trustee fees	(636)	(636)	(636)
Rent income	6,028	6,780	6,780
Interest income	14,293	8,382	8,275
Total Non-operating Income (Expenses)	<u>(390,684)</u>	<u>(402,387)</u>	<u>(407,835)</u>
Change in Net Position Before Contributions	(113,728)	(110,742)	(86,801)
Contributions in Aid to Construction	9,619	-	-
Change in Net Position	<u>(104,109)</u>	<u>(110,742)</u>	<u>(86,801)</u>

Source: Fiscal years 2022-2024 on both the Balance Sheet and Statement of Income taken from the District's audited financial statements and summarized by the Financial Advisor.

CAVELAND SANITATION AUTHORITY, KENTUCKY

The Caveland Sanitation Authority is located in Cave City, Kentucky which had a population of 2,545 in 2023. Cave City is located within Barren County, which had a population of 44,670 in 2023. Cave City is 33 miles from Bowling Green, 123 miles from Lexington, and 85 miles from Louisville.

Project Description

The funds will support two projects: (1) to purchase trucks for the utility to replace the enterprise lease program and (2) to match EPA funds for Phase 1 Plant Expansion.

Economic Statistics for the year 2023 (Cave City)

Per Capita Income	\$21,878	Civilian Labor Force	2,098
Median Household Income	\$33,672	Unemployment Rate	5.3%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/ Other	Total
2023	1,644	314	1,958
2022	1,632	311	1,943
2021	1,624	308	1,932
2020	1,603	306	1,909
2019	1,631	302	1,933

SEWER			
Year	Residential	Commercial/ Other	Total
2023	2,496	445	2,941
2022	2,472	447	2,919
2021	2,460	445	2,905
2020	2,444	443	2,887
2019	2,457	445	2,902

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
Mammoth Cave	\$96,651.75	11,540,975	8.41%
Equity Lifestyle Properties	\$59,719.09	10,900,277	7.94%
Jellystone	\$58,105.54	10,930,322	7.96%
Glasgow Housing	\$14,235.84	2,938,084	2.14%
Cave City Hospitality	\$12,937.77	2,294,574	1.67%
Totals:	\$241,649.99	38,604,232	

SEWER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
T. Marzetti	\$605,595.94	88,460,850	41.33%
Dart	\$167,859.13	24,489,979	11.44%
Sister Schubert's	\$93,357.38	14,782	6.91%
Mammoth Cave	\$36,883.53	5,223,359	2.44%
Jellystone	\$32,722.93	4,765,039	2.23%
Totals:	\$936,418.91	122,954,009	

* gallons

Water Rate Schedule

	Residential Monthly Rate	Commercial Monthly Rate
Base	\$21.85 minimum	\$109.27 minimum
Next 18,000 gallons	\$6.62 per 1000 gallons	\$4.56 per 1000 gallons (1)
Over 20,000 gallons	\$5.53 per 1000 gallons	\$4.83 per 1000 gallons (2)

(1) 40,000 - 60,000 gallons

(2) Over 60,000 gallons

Sewer Rate Schedule

	Monthly Rate
First 2,000 gallons	\$12.96 minimum
Over 2,000 gallons	\$6.48 per 1000 gallons

Debt Coverage Analysis

	For the Fiscal Year Ended June 30,		
	Audited	Audited	Audited
	2023	2022	2021
Operating Income	\$6,123,661	\$5,975,466	\$5,216,826
Less: Operating Expenses	\$6,435,729	\$6,470,429	\$5,672,049
Operating Income	(\$312,068)	(\$494,963)	(\$455,223)
Plus: Depreciation & Amortization	1,368,419	1,393,214	1,217,860
Available Revenues	\$1,056,351	\$898,251	\$762,637
Debt Service	\$713,704	\$662,828	\$564,292
Debt Coverage	1.48	1.36	1.35

Source: the Authority's audited financial statements

CAVELAND SANITATION AUTHORITY, KENTUCKY
BALANCE SHEET

	June 30,		
	2023	2022	2021
ASSETS			
<i>Current Assets</i>			
Cash and cash equivalents	-	-	137,856
Accounts Receivable	714,501	393,809	346,844
Inventory	831,295	819,557	735,626
Prepaid and other assets	82,383	99,393	89,026
Total Current Assets	1,628,179	1,312,759	1,309,352
<i>Non-current Assets</i>			
Restricted Cash	900,950	966,563	1,298,553
<i>Capital Assets</i>			
Utility plant in service	44,500,006	43,025,802	40,377,841
Construction-in-progress	446,243	365,491	322,471
Right of use asset, net	415,450	-	-
Accumulated depreciation	(21,462,323)	(20,387,360)	(19,008,199)
Net capital assets	23,899,376	23,003,933	21,692,113
Total Assets	26,428,505	25,283,255	24,300,018
LIABILITIES AND FUND EQUITY			
<i>Current Liabilities</i>			
Accounts payable	570,714	494,427	475,959
Checks issued in excess of deposit	98,565	18,665	-
Lines of credit	259,367	269,918	264,598
Customer deposits	94,393	94,179	95,729
Total Current Liabilities	1,023,039	877,189	836,286
<i>Liabilities Payable from Restricted Access</i>			
Note payable, current portion	35,099	101,717	98,420
Current maturities of long-term debt	457,907	415,582	312,592
Capital lease, current portion	119,572	83,647	61,379
EPA payable, current portion	20,034	20,034	20,034
Accrued interest	89,926	86,853	98,203
Total Liabilities Payable from Restricted Assets	722,538	707,833	590,628
<i>Long-term Liabilities</i>			
Note payable, long-term portion	-	-	66,640
Long-term debt, less current maturities	5,091,847	4,972,424	4,985,076
Capital lease, long-term portion	237,343	85,447	79,843
EPA payable, long-term portion	20,035	40,069	60,103
Total Long-term Liabilities	5,349,225	5,097,940	5,191,662
Total Liabilities	7,094,802	6,682,962	6,618,576
NET POSITION			
Invested in capital assets, net of related debt	17,917,539	17,285,013	16,008,026
Restricted for debt retirement	811,024	879,710	1,200,350
Unrestricted	605,140	435,570	473,066
Total Net Position	19,333,703	18,600,293	17,681,442

STATEMENT OF INCOME

	For Fiscal Year ending June 30,		
	2023	2022	2021
OPERATING REVENUES			
Water Revenue	1,488,192	1,120,412	1,043,350
Sewer Revenue	1,896,978	1,793,832	1,695,494
Other operating revenue	2,738,491	3,061,222	2,477,982
Total operating revenue	6,123,661	5,975,466	5,216,826
OPERATING EXPENSES			
Operations and maintenance	5,854,283	5,928,623	5,159,179
General and administrative	581,446	541,806	512,870
Total Operating Expenses	6,435,729	6,470,429	5,672,049
Operating Income	(312,068)	(494,963)	(455,223)
NON-OPERATING REVENUES (EXPENSES)			
Interest income	36,284	868	374
Insurance proceeds	8,376	-	-
Interest on long-term debt	(213,232)	(207,906)	(210,669)
Gain on sale of surplus property	50,889	103,528	19,437
Bond issuance costs	(25,690)	-	(48,362)
Total non-operating revenues (expenses)	(143,373)	(103,510)	(239,220)
Capital Contributions and Donations	1,188,851	-	-
CHANGE IN NET POSITION	733,410	(598,473)	(694,443)

Source: Fiscal years 2021-2023 on both the Balance Sheet and Statement of Income taken from the Authority's audited financial statements and summarized by the Financial Advisor.

CITY OF FAIRVIEW, UTAH

The City of Fairview has a population of 1,389 and is located within Sanpete County, which had a population of 29,209 in 2023. Fairview is 52 miles from Provo and 95 miles from Salt Lake City.

Project Description

The funds will be used to purchase land for establishing a new water source.

Economic Statistics for the year 2023

Per Capita Income	\$21,878	Civilian Labor Force	1,161
Median Household Income	\$32,295	Unemployment Rate	4.2%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/Other	Total
2023	648	36	684
2022	640	39	679
2021	632	38	670
2020	627	38	665
2019	615	38	653

SEWER			
Year	Residential	Commercial/Other	Total
2023	646	-	646
2022	640	-	640
2021	632	-	632
2020	626	-	626
2019	623	-	623

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
LDS Church	14,533	1,616,300	2.90%
Cheney Farm	4,111	705,440	1.80%
Russell Peterson	3,495	583,400	1.00%
Mower Farm	3,260	487,900	0.80%
Tyler Patterson	2,696	462,140	0.80%

SEWER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
Fairview Elementary	3,396	364,100	1.50%
Miller's Store	2,445	256,460	1.10%
Nehars Store	2,309	245,320	1.00%
Gleave	2,241	239,200	1.00%
Broadhead	1,766	184,430	0.80%

* gallons

In-City Residential Water Rate Schedule

	Monthly Rate
Base	\$42.00 minimum (\$51.50 minimum Out-of-City)
6,001-10,000 gallons	\$3.00 per 1000 gallons
10,001 to 18,000 gallons	\$3.50 per 1000 gallons
18,001 to 30,000 gallons	\$4.00 per 1000 gallons
30,001 to 40,000 gallons	\$4.50 per 1000 gallons
40,001 to 50,000 gallons	\$5.00 per 1000 gallons
50,001 to 60,000 gallons	\$5.50 per 1000 gallons
60,001 to 70,000 gallons	\$6.00 per 1000 gallons
70,001 to 80,000 gallons	\$6.50 per 1000 gallons
80,001 to 90,000 gallons	\$7.00 per 1000 gallons
90,001 to 100,000 gallons	\$7.50 per 1000 gallons
Over 100,000 gallons	\$0.50 per 1,000 gallons for each 10,000 gallons used

Sewer Rate Schedule

	Monthly Rate
Flat	\$55.50 flat rate 5% increase each year for 5 years through July 1, 2026.

Debt Coverage Analysis

	For the Fiscal Year Ended June 30,		
	Audited	Audited	Audited
	2024	2023	2022
Operating Income	\$438,086	\$427,417	\$421,490
Less: Operating Expenses	\$372,598	\$389,646	\$262,046
Operating Income	\$65,488	\$37,771	\$159,444
Plus: Depreciation	101,750	114,604	90,237
Available Revenues	\$167,238	\$152,375	\$249,681
Debt Service	\$118,008	\$102,409	\$94,996
Debt Coverage	1.42	1.49	2.63

Source: the District's audited financial statements

**CITY OF FAIRVIEW, UTAH
BALANCE SHEET (WATER FUND)**

	For Fiscal Year ending June 30,		
	2024	2023	2022
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES			
<u>Current assets</u>			
Cash and cash equivalents	109,311	55,825	412,321
Accounts receivable, net	44,394	44,198	41,320
Due from other funds	439,105	439,105	-
Total current assets	<u>592,810</u>	<u>539,128</u>	<u>453,641</u>
<u>Non-current assets</u>			
Restricted cash and cash equivalents	92,869	92,869	92,869
Capital assets			
Not being depreciated	4,488	4,488	379,254
Net of accumulated depreciation	708,724	810,474	545,421
Net pension asset	-	-	26,571
Total non-current assets	<u>806,081</u>	<u>907,831</u>	<u>1,044,115</u>
Total assets	<u>1,398,891</u>	<u>1,446,959</u>	<u>1,497,756</u>
Deferred outflows of resources- pensions	<u>23,765</u>	<u>19,597</u>	<u>14,234</u>
Total assets and deferred outflows of resources	<u>1,422,656</u>	<u>1,466,556</u>	<u>1,511,990</u>
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES			
<u>Current liabilities</u>			
Accounts payable	21,707	44,018	11,652
Long-term debt- current portion	72,387	76,811	72,353
Total current liabilities	<u>94,094</u>	<u>120,829</u>	<u>84,005</u>
<u>Non-current liabilities</u>			
Long-term debt- long-term portion	671,700	751,504	828,315
Net pension liability	19,454	16,661	
Total non-current liabilities	<u>691,154</u>	<u>768,165</u>	<u>828,315</u>
Total liabilities	<u>785,248</u>	<u>888,994</u>	<u>912,320</u>
Deferred inflows of resources- pensions	<u>131</u>	<u>186</u>	
Total liabilities and deferred inflows of resources	<u>785,379</u>	<u>889,180</u>	<u>42,977</u>
NET POSITION			
Net investment in capital assets	(30,876)	(13,354)	24,007
Restricted for: Debt Service	92,869	92,869	92,869
Unrestricted	575,283	497,860	439,816
Total net position	<u>637,276</u>	<u>577,375</u>	<u>556,692</u>
Total liabilities, deferred inflows of resources, and net position	<u>1,422,655</u>	<u>1,466,555</u>	<u>1,553,017</u>

STATEMENT OF INCOME (WATER FUND)

	For Fiscal Year ending June 30,		
	2024	2023	2022
OPERATING INCOME			
Charges for sale and service	431,191	424,197	413,155
Connection fees	5,395	3,220	3,844
Other operating income	1,500	-	4,491
Total operating income	<u>438,086</u>	<u>427,417</u>	<u>421,490</u>
OPERATING EXPENSES			
Purchased product	-	-	-
Personnel services	112,189	104,305	81,881
Utilities	600	600	600
Repair and maintenance	138,200	153,268	71,161
Other supplies and expenses	13,305	11,132	13,371
Insurance expense	6,554	5,737	4,796
Depreciation expense	101,750	114,604	90,237
Total operating expense	<u>372,598</u>	<u>389,646</u>	<u>262,046</u>
Net operating income (loss)	<u>65,488</u>	<u>37,771</u>	<u>159,444</u>
NON-OPERATING INCOME (EXPENSE)			
Grant income	-	-	40,000
Impact fees	21,600	12,150	12,150
Interest income	-	-	
Interest on long-term debt	(27,190)	(29,236)	(54,631)
Total non-operating income (expense)	<u>(5,590)</u>	<u>(17,086)</u>	<u>(2,481)</u>
Change in net position	<u>59,000</u>	<u>20,684</u>	<u>156,962</u>
Net position- beginning	577,376	556,691	399,729
Net position- ending	<u>637,275</u>	<u>577,376</u>	<u>556,691</u>

Source: Fiscal years 2022-2024 on both the Balance Sheet and Statement of Income taken from the City's audited financial statements and summarized by the Financial Advisor.

TOWN OF HAMLET, INDIANA

The Town of Hamlet is located in Starke County, Indiana. Hamlet had a population of 773 in 2020. Starke County had a population of 23,049 in 2020. The Town of Hamlet is 80 miles from Chicago, 82 miles from Fort Wayne, and 142 miles from Indianapolis.

Project Description

Funds will be used to repair and replace various components of the Town's water infrastructure.

Economic Statistics for the year 2023

Per Capita Income	\$43,313	Civilian Labor Force	641
Median Household Income	\$68,750	Unemployment Rate	2.1%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/Other	Total
2024	271	47	318
2023	269	46	315
2022	267	46	313
2021	267	44	311
2020	264	43	307

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
McDonald Farms	\$7,603	3,108,300	14.19%
Daniel Honeycutt	\$6,559	2,791,420	12.74%
Daniel Honeycutt	\$506	110,910	0.51%
Timothy Honeycutt	\$537	90,350	0.41%
Timothy Honeycutt	\$414	82,400	0.38%

* gallons

Water Rate Schedule - 5/8" X 3/4"

	<u>Monthly Rate *</u>
5/8" - 3/4"	\$23.88 minimum
First 5,000 gallons	\$5.97 per 1,000 gallons
Next 5,000 gallons	\$3.07 per 1,000 gallons
Next 5,000 gallons	\$2.65 per 1,000 gallons
Next 15,000 gallons	\$2.39 per 1,000 gallons

*The Town intends to pass a rate increase of 107.75% on May 28th, 2025.

Debt Coverage Analysis

	Projected	For the Fiscal Year Ended December 31,		
		Audited 2024	Audited 2023	Audited 2022
Operating Income	\$148,716	\$148,716	\$152,010	\$131,632
Less: Operating Expenses	\$139,825	\$133,952	\$118,336	\$116,736
Operating Income	\$8,891	\$14,764	\$33,674	\$14,896
Plus: Additional Revenue from Rate Increase	139,742			
Available Revenues	\$148,633	\$14,764	\$33,674	\$14,896
Debt Service (1)	\$119,845			
Debt Coverage	1.24	N/A	N/A	N/A

(1) The Town did not have any outstanding debt in FY 2022-2024. Debt Service in the projected column is taken from annual debt service projections on the Series 2025C RWFA Loan.

Source: Borrower's financial advisor

TOWN OF HAMLET, INDIANA
BALANCE SHEET (Water Utility Fund)

	For Fiscal Year ending December 31		
	2024	2023	2022
CASH AND INVESTMENTS			
Water Utility Operating	70,169	55,405	21,732
Water Utility Bond & Interest	8,296	8,296	8,296
Water Consumer Deposits - 1st Source	45,585	43,404	39,485
Water Utility Debt Reserve	14,500	14,500	14,500
Tower Painting Fund	-	-	-
Total Cash & Investments	<u>138,550</u>	<u>121,605</u>	<u>84,013</u>
Other Current Assets			
Accounts Receivable	-	386	1,513
Capital Assets			
Infrastructure	2,224,566	2,224,566	2,224,566
Improvements other than Buildings	-	-	-
Machinery, Equipment, and Vehicles	363,147	363,147	363,147
Less: Accumulated Depreciation	(913,665)	(847,103)	(780,541)
Total Other Current Assets	<u>1,674,048</u>	<u>1,740,996</u>	<u>1,808,685</u>
Total Asset	<u>1,812,598</u>	<u>1,862,601</u>	<u>1,892,698</u>
FUND DISBURSEMENTS			
Current and Accrued Liabilities			
Accounts Payable	-	-	-
Customer deposits	82,259	81,094	172,914
Accrued interest payable	-	-	770
Total Current Liabilities	<u>82,259</u>	<u>81,094</u>	<u>173,684</u>
Long-Term Debt			
Notes & bonds payable	-	-	22,000
Total Long-Term Debt	<u>-</u>	<u>-</u>	<u>22,000</u>
Net Position			
Retained Earnings	121,605	84,013	65,709
Current Year Earnings	16,945	37,592	18,303
Net Position	<u>1,591,789</u>	<u>1,659,902</u>	<u>1,613,002</u>
Total Net Position	<u>1,730,339</u>	<u>1,781,507</u>	<u>1,697,014</u>
Total Liabilities and Fund Equity	<u>1,812,598</u>	<u>1,862,601</u>	<u>1,870,698</u>

STATEMENT OF INCOME (Water Utility Fund)

	For Fiscal Year ending December 31		
	2024	2023	2022
OPERATING RECEIPTS			
Metered or Measured Sales and Services	129,691	130,343	121,583
Unmetered Sales and Services	8,509	7,500	-
Utility Penalties	2,854	2,532	2,284
Interest	6,712	4,942	1,080
Reconnect Fees	950	775	695
Miscellaneous	-	5,918	5,990
Total Operating Receipts	<u>148,716</u>	<u>152,010</u>	<u>131,632</u>
OPERATING DISBURSEMENTS			
Salary and Wages	50,345	44,333	44,158
Insurance	12,279	11,460	11,035
Pension and Benefits	3,698	3,392	-
Materials and Supplies	11,922	5,392	-
Other Service Charges	12,181	6,374	6,287
O&M Supplies/Chemicals	-	549	738
Contract Services	23,566	14,400	-
Fuel	1,748	1,539	-
Other Operating	18,213	30,897	54,518
Total Operating Disbursements	<u>133,952</u>	<u>118,336</u>	<u>116,736</u>
Net Operating Receipts	<u>14,764</u>	<u>33,674</u>	<u>14,896</u>
NON-OPERATING RECEIPTS			
Deposit Receipts	6,675	8,000	6,400
Total non-operating receipts	<u>6,675</u>	<u>8,000</u>	<u>6,400</u>
NON-OPERATING DISBURSEMENTS			
Deposit Disbursements	4,494	4,081	2,993
Total non-operating disbursements	<u>4,494</u>	<u>4,081</u>	<u>2,993</u>
Net income (loss)	<u>16,945</u>	<u>37,593</u>	<u>18,303</u>

Source: Fiscal years 2022-2024 taken from the Town's Annual Financial Report and summarized by the Town's Financial Advisor.

MAHANOY CITY SEWER AUTHORITY, PENNSYLVANIA

The Mahanoy City Sewer Authority is located in Mahanoy City, Pennsylvania. The City is located in Schuylkill County and had a population of 3,522 in 2023. Schuylkill County had a population of 143,786 in 2023. Mahanoy City is located 13 miles from Hazleton, 38 miles from Wilkes-Barre, and 46 miles from Allentown.

Project Description

Funds will be used to refund the Authority's outstanding Series 2016 Sewer Revenue Bonds and Series 2019 Sewer Revenue Notes

Economic Statistics for the year 2023 (Mahanoy City)

Per Capita Income	\$24,009	Civilian Labor Force	2,616
Median Household Income	\$38,047	Unemployment Rate	12.8%

Source: data.census.gov (American Community Survey)

Assessed Valuation

Total Assessed Valuation	
FY 24-23	24,321,945
FY 23-22	24,236,895
FY 22-21	22,580,555
FY 21-20	24,137,345
FY 20-19	24,435,925

Source: City Officials

Tax Rates

History of Tax Levies (per \$100 of assessed valuation)	
Tax Year	General
2023	35.5240
2022	35.5240
2021	35.5240
2020	35.5240
2019	35.5240

Source: The City

Taxes Levy History

Taxes Levied and Collected				
Tax Year	Total Taxes Levied	Current Collected		
		Collected	% Collected	
2023	802,152	578,259	72.09%	
2022	802,152	577,549	72.00%	
2021	802,152	567,580	70.76%	
2020	857,455	592,741	69.13%	
2019	867,829	606,340	69.87%	

Source: The City

Major Property Taxpayers

Top 10 Largest Property Taxpayers in the City for 2023			
Taxpayer	Type	Assessed Valuation	% of Total Assessed Value
Mahanoy Limited Partnership	Property	1,216,445	5.00%
Family Dollar	Property	674,830	2.77%
Rite Aid	Property	389,810	1.60%
Cocoa Hut	Property	210	0.00%
Penn State Geisinger Clinic	Property	99,575	0.41%
M&T Bank	Property	95,000	0.39%
Mahanoy Market	Property	76,400	0.31%
Schuylkill Community Action	Property	76,035	0.31%
Ronald Souchak	Property	60,580	0.25%
Yudacot Limited Partnership	Property	52,630	0.22%

Source: The City

**MAHANAY CITY SEWER AUTHORITY, PENNSYLVANIA
BALANCE SHEET (GENERAL FUND)**

For Fiscal Year ending June 30,

	2023	2022	2021
ASSETS			
Cash and cash equivalents	998,513	884,768	540,727
Taxes receivable	661,015	553,467	608,280
Grants receivable	20,088	-	-
Due from other funds	14,822	14,822	16,813
Other receivables, net	12,327	10,652	33,720
Prepaid expenses	38,052	30,398	30,941
Total assets	<u>1,744,817</u>	<u>1,494,107</u>	<u>1,230,481</u>
LIABILITIES			
Accounts payable and accrued expenses	18,045	27,931	33,401
Accrued payroll and payroll liabilities	11,369	13,114	17,640
Deferred grant revenue	331,925	413,468	206,408
Deferred tax revenue	401,364	364,757	372,620
Fire escrow liability	75,572	94,905	56,188
Due to other funds	46,514	46,514	54,371
Total liabilities	<u>884,789</u>	<u>960,689</u>	<u>740,628</u>
FUND BALANCES			
Nonspendable	38,052	30,398	30,941
Unassigned	821,976	485,020	458,912
Total fund balances	<u>860,028</u>	<u>515,418</u>	<u>489,853</u>
Total liabilities and fund balances	<u>1,744,817</u>	<u>1,476,107</u>	<u>1,230,481</u>

STATEMENT OF INCOME (GENERAL FUND)

For Fiscal Year ending June 30,

	2023	2022	2021
REVENUES			
Taxes	1,618,318	1,390,756	1,289,669
Intergovernmental	565,339	82,479	143,337
Licenses and permits	43,794	45,098	31,161
Charges for services	133,599	78,117	128,529
Interest, rents, and royalties	2,792	351	61
Fines and forfeits	14,813	19,340	21,995
Other income	978	4,453	-
Total Revenue	<u>2,379,633</u>	<u>1,620,594</u>	<u>1,614,752</u>
EXPENDITURES			
General government	488,427	517,777	472,507
Public safety	858,702	804,842	748,339
Public works	266,811	229,871	208,209
Community development	316,875	14,076	3,839
Culture and recreation	20,383	5,081	8,734
Health and human services	2,763	2,429	2,550
Total Expenditures	<u>1,953,961</u>	<u>1,574,076</u>	<u>1,444,178</u>
Excess of Revenues over (under) Expenditures	<u>425,672</u>	<u>46,518</u>	<u>170,574</u>
OTHER FINANCING SOURCES			
Proceeds from the sale of assets	6,478	4,375	3,670
Operating transfers in	7,990	25,336	-
Operating transfers out	(95,530)	(50,664)	(120,004)
Other Financing Sources (Uses), net	<u>(81,062)</u>	<u>(20,953)</u>	<u>(116,334)</u>
Net changes in fund balance	<u>344,610</u>	<u>25,565</u>	<u>54,240</u>
Fund balance, beginning	515,418	489,853	435,613
Fund balance, ending	<u>860,028</u>	<u>515,418</u>	<u>489,853</u>

Source: Fiscal years 2021-2023 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 MARION, KANSAS

The City of Marion is the County seat of Marion County, Kansas. The City had a population of 2,010 in 2023. Marion County had a population of 11,795 in 2023. The City of Marion is 58 miles from Wichita and 161 miles from Kansas City, Missouri.

Project Description

Funds will be used to make general improvements within the City, including streets.

Economic Statistics for the year 2023

Per Capita Income	\$36,617	Civilian Labor Force	1,642
Median Household Income	\$60,756		

Source: data.census.gov (American Community Survey)

Assessed Valuation

Assesment for Property Owned as of January 1, 2024	
Type of Property	Total Assessed Valuation
Real Property	12,098,666
Personal Property	237,697
State Assessed	728,857
Motor Vehicles	2,358,073
Total Assessment	15,423,293

Source: City of Marion

Tax Rates

History of Tax Levies (per \$1,000 of assessed valuation)				
Tax Year	General	Bond & Interest Fund	Library	Total
2024/2025	61.5770	1.9990	7.1520	70.7280
2023/2024	65.1390	2.0010	7.6430	74.7830
2022/2023	59.2980	5.3650	7.6420	72.3050
2021/2022	58.8760	5.1180	7.9500	71.9440
2020/2021	57.7710	5.3300	7.9510	71.0520

Source: City of Marion

Taxes Levy History

Taxes Levied and Collected			
Tax Year	Total Taxes Levied	Current Collected	
		Collected	% Collected
2024/2025	924,079	534,700	57.86%
2023/2024	889,337	869,993	97.82%
2022/2023	783,485	761,234	97.16%
2021/2022	740,436	724,517	97.85%
2020/2021	734,403	719,398	97.96%

Source: Marion County Clerk

Major Property Taxpayers

Top 10 Largest Property Taxpayers in the City for 2024			
Taxpayer	Type	Assessed Valuation	% of Total Assessed Value
Atmos Energy Corp	Utility	\$363,951	2.36%
Coop, Grain & Supply	Agriculture / Grain	255,206	1.65%
PLP/CTI Real Estate Prairie Land Partners	Agricultural Equipment	233,833	1.52%
MDC Coast 20 LLC	Retail Store	215,081	1.39%
Union Pacific Railroad	Railroad	175,155	1.14%
MPWA Marion LLC	Commercial	161,175	1.05%
Marion Manufacturing	Metal Fabrication	133,262	0.86%
BNSF Railroad	Railroad	129,829	0.84%
Bradbury Company, Marion Die & Fixture	Metal Forming	116,958	0.76%
Individual	Individual Property	92,501	0.60%
Total		\$1,876,951	12.17%

Source: Marion County Clerk

CITY OF MARION, KANSAS
FUND BALANCES (ALL FUNDS)

	For Fiscal Year ending December 31,		
	2023	2022	2021
FUND BALANCES:			
General Fund	\$339,537	\$152,100	\$100,719
Library Fund	6,565	6,565	\$6,565
Special Highway Fund	102,519	84,254	28,551
Special Park and Recreation Fund	11,339	9,197	7,284
Equipment Reserve Fund	26,543	3,514	48,151
Land Bank Fund	4,081	4,081	3,580
Bond & Interest Fund	41,100	1,925	11,653
Capital Improvement Fund	54,169	209,202	316,790
Utilities Fund	1,647,346	1,411,688	1,311,955
Special Law Enforcement Trust Fund	26,946	25,239	19,638
Total Ending Cash Balance	<u>\$2,260,145</u>	<u>\$1,907,765</u>	<u>\$1,854,886</u>

STATEMENT OF INCOME (UTILITIES FUND)

	For Fiscal Year ending December 31,		
	2023	2022	2021
OPERATING REVENUES			
Charges for services	\$3,664,527	\$3,889,391	\$3,469,290
Total Revenue	<u>3,664,527</u>	<u>3,889,391</u>	<u>3,469,290</u>
OPERATING EXPENSES			
Electric	1,954,589	2,739,812	2,081,941
Water	741,508	573,968	524,400
Sewer	155,448	141,525	151,962
Refuse	151,328	99,266	116,650
Total expenditures	<u>\$3,002,873</u>	<u>\$3,554,571</u>	<u>\$2,874,953</u>
Revenue over Expenses before transfers	<u>\$661,654</u>	<u>\$334,820</u>	<u>\$594,337</u>

Source: Fiscal years 2021-2023 on both the Fund Balances and Statement of Income taken from the City's audited financial statements and summarized by the Financial Advisor.

MCKINNEY WATER DISTRICT, KENTUCKY

The Mckinney Water District is located in Hustonville, Kentucky which had a population of 600 in 2023. Hustonville is located within Lincoln County, which had a population of 24,415 in 2023. Hustonville is 49 miles from Lexington, 97 miles from Louisville, and 147 miles from Cincinnati, Ohio.

Project Description

Funds will be used for Phase 1A of the Water System Improvements Project and will connect certain parts of the system to the City of Danville's water system.

Economic Statistics for the year 2023 (Mercer County)

Per Capita Income	\$25,448	Civilian Labor Force	537
Median Household Income	\$40,625	Unemployment Rate	3.6%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/Other	Total
2021	1,799	24	1,823
2020	1,799	24	1,823
2019	2,131	19	2,150
2018	2,314	31	2,345

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
David Bratcher	\$4,681	6,738,000	5.66%
Vernon Yoder	\$4,622	6,652,000	5.59%
Stephen Miller	\$4,384	6,302,000	5.30%
Josh Gerky	\$3,805	5,446,000	4.58%
Lowell Atwood	\$2,916	2,146,000	3.84%

* gallons

Water Rate Schedule (5/8in x 3/4in Meter)

	Monthly Rate
First 1,000 gallons	\$15.89 minimum
Next 2,000 gallons	\$10.04 per 1000 gallons
Next 7,000 gallons	\$8.55 per 1000 gallons
Over 10,000 gallons	\$7.83 per 1000 gallons

Water Rate Schedule (1-inch Meter)

	Monthly Rate
First 5,000 gallons	\$53.06 minimum
Next 5,000 gallons	\$8.55 per 1000 gallons
Over 10,000 gallons	\$7.83 per 1000 gallons

Water Rate Schedule (2-inch Meter)

	Monthly Rate
First 20,000 gallons	\$167.31 minimum
Over 20,000 gallons	\$7.83 per 1000 gallons

Debt Coverage Analysis

	For the Fiscal Year Ended December 31,		
	Audited	Audited	Audited
	2022	2021	2020
Operating Income	\$1,056,069	\$977,093	\$957,786
Less: Operating Expenses	\$981,685	\$956,386	\$901,060
Operating Income	\$74,384	\$20,707	\$56,726
Available Revenues	\$74,384	\$20,707	\$56,726
Debt Service	\$53,878	\$53,878	\$53,878
Debt Coverage	1.38	0.38	1.05

Source: the District's audited financial statements

MCKINNEY WATER DISTRICT, KENTUCKY
STATEMENT OF NET POSITION

	For Fiscal Year Ended December 31,		
	<u>2022</u>	<u>2021</u>	<u>2020</u>
ASSETS			
Current Assets:			
Cash (Note 3)	61,411	117,192	196,560
Certificates of Deposit (Note 3)	55,507	55,470	55,249
Accounts Receivable (Net of Allowance)	80,422	71,953	84,251
Inventory (Note 2)	94,025	81,870	65,457
Prepaid Expenses (Note 2)	10,483	6,604	6,739
Total Current Assets	<u>301,848</u>	<u>333,089</u>	<u>408,256</u>
Non-current Assets:			
Restricted Cash (Note 3)	308,879	240,679	280,050
Restricted Certificates of Deposit (Note 3)	222,027	221,878	220,996
Total Restricted Assets	<u>530,906</u>	<u>462,557</u>	<u>501,046</u>
Capital Assets (Note 4):			
Land and Right of Ways	23,044	23,044	23,044
Distribution System	3,678,308	3,658,363	3,651,508
Other Tangible Assets	117,676	110,821	110,821
Office Furniture and Fixtures	61,436	61,436	58,861
Building and Improvements	43,178	43,178	43,178
Capitalized Design and Interest Costs	566,950	566,950	566,950
Construction in Process	15,498	11,298	3,709
Less: Accumulated Depreciation	<u>(3,173,454)</u>	<u>(3,084,479)</u>	<u>(2,991,857)</u>
Capital Assets, Net	<u>1,332,636</u>	<u>1,390,611</u>	<u>1,466,214</u>
Total Assets	<u><u>2,165,390</u></u>	<u><u>2,186,257</u></u>	<u><u>2,375,516</u></u>
LIABILITIES			
Current Liabilities:			
Accounts Payable	53,200	49,443	52,407
Other Current Liabilities	4,773	4,306	4,321
Total Current Liabilities	<u>57,973</u>	<u>53,749</u>	<u>56,728</u>
Current Liabilities Payable From Restricted Assets:			
Customer Deposits	93,437	90,122	84,830
Accrued Interest on Debt	13,943	-	15,490
Current Portion - Debt (Note 5)	39,100	39,100	37,100
Total Current Liabilities Payable From Restricted Assets	<u>146,480</u>	<u>129,222</u>	<u>137,420</u>
Non-Current Liabilities:			
Long-Term Debt (Note 5)	684,900	684,900	762,700
Total Liabilities	<u>889,353</u>	<u>867,871</u>	<u>956,848</u>
NET POSITION			
Net Investment in Capital Assets	608,636	666,611	666,414
Restricted for:			
Customer Deposits	119,757	118,512	118,089
Debt Service	77,986	37,319	77,576
Construction & Maintenance	186,283	177,204	167,760
Unrestricted	<u>283,375</u>	<u>318,740</u>	<u>388,829</u>
Total Net Position	<u>1,276,037</u>	<u>1,318,386</u>	<u>1,418,668</u>
Total Liabilities and Net Position	<u><u>2,165,390</u></u>	<u><u>2,186,257</u></u>	<u><u>2,375,516</u></u>

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

	For Fiscal Year Ended December 31,		
	<u>2022</u>	<u>2021</u>	<u>2020</u>
Operating Revenue:			
Water Sales	999,481	917,275	933,817
Connection Fees	21,000	22,050	10,500
Rental Income	-	1,800	1,800
Other Operating Revenue	35,588	35,968	11,669
Total Operating Revenue	<u>1,056,069</u>	<u>977,093</u>	<u>957,786</u>
Operating Expenses			
Operating Expenses	981,685	956,386	901,060
Net Operating Income Before Depreciation	<u>74,384</u>	<u>20,707</u>	<u>56,726</u>
Depreciation	<u>(88,975)</u>	<u>(92,622)</u>	<u>(92,570)</u>
Net Operating Income	<u>(14,591)</u>	<u>(71,915)</u>	<u>(35,844)</u>
Non-Operating Income (Expenses):			
Interest Income	206	1,131	3,327
Interest Expense:			
On Long-Term Debt	(27,852)	(29,382)	(30,932)
Paid on Customer Deposits	(112)	(116)	(1,385)
Total Non-Operating Income (Expenses)	<u>(27,758)</u>	<u>(28,367)</u>	<u>(28,990)</u>
Change in Net Position	<u>(42,349)</u>	<u>(100,282)</u>	<u>(64,834)</u>
Net Position - Beginning of Year	<u>1,318,386</u>	<u>1,418,668</u>	<u>1,483,502</u>
Net Position - End of Year	<u><u>1,276,037</u></u>	<u><u>1,318,386</u></u>	<u><u>1,418,668</u></u>

Source: Fiscal years 2020-2022 on both the Balance Sheet and Statement of Income taken from the District's audited financial statements and summarized by the Financial Advisor.

MUNICIPAL AUTHORITY OF THE BOROUGH OF MIDLAND, PENNSYLVANIA

The Midland Municipal Authority services the Borough of Midland, the Borough of Shippingport and parts of the Borough of Industry. The Authority is headquartered in Midland. The Borough of Midland is located in western Beaver County, Pennsylvania. The Borough had a population of 2,374 in 2023. Beaver County had a population of 38,059 in 2023. Midland is located 36 miles from Pittsburgh, 89 miles from Akron, Ohio, and 115 miles from Cleveland, Ohio.

Project Description

Funds will be used to make general improvements to water and sewer system service lines.

Economic Statistics for the year 2023 (Midland)

Per Capita Income	\$31,550	Civilian Labor Force	1,936
Median Household Income	\$61,250	Unemployment Rate	8.5%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/Other	Total
2024	914	111	1,025
2023	953	112	1,065
2022	908	107	1,015
2021	947	115	1,062
2020	985	113	1,098

SEWER			
Year	Residential	Commercial/Other	Total
2024	858	98	956
2023	901	100	1,001
2022	856	93	949
2021	895	101	996
2020	928	99	1,027

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
National Gypsum	350,400	90,071,000	61.00%
Beaver Valley Power	279,979	8,283,000	5.00%
Allegheny Tech Ind.	168,232	6,874,480	4.00%
Elite Gasfield	75,480	1,072,193	0.70%
Shippingport Borough	72,273	7,121,300	4.90%
Totals:	946,364	113,421,973	

SEWER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
Industry Borough	224,959	18,715,420	35.90%
Whemco	87,145	196,500	0.40%
Corak Towers	23,726	718,080	1.40%
Midland Heights Circle	13,868	3,775,959	7.20%
Lincoln Park Perf. Arts	11,039	496,267	1.00%
Totals:	360,737	23,902,226	

* gallons

Debt Coverage Analysis (Water Fund)

	For Fiscal Year ended December 31,		
	Audited 2023	Audited 2022	Audited 2021
Operating Income	\$1,735,412	\$1,559,007	\$1,915,800
Less: Operating Expenses	\$1,738,987	\$1,705,563	\$1,684,874
Operating Income	(\$3,575)	(\$146,556)	\$230,926
Plus: Depreciation	289,635	253,746	254,183
Available Revenues	\$286,060	\$107,190	\$485,109
Debt Service	\$136,445	\$136,445	\$136,444
Debt Coverage	2.10	0.79	3.56

Source: The Authority's audited financial statements

**BOROUGH OF MIDLAND, PENNSYLVANIA
STATEMENT OF NET POSITION (Water Fund)**

For Fiscal Year Ended December 31,

	2023	2022	2021
ASSETS			
<i>Current Assets</i>			
Cash and cash equivalents	4,761,310	4,786,399	4,383,039
Investments	-	-	-
Accounts receivable, net	507,640	360,349	256,293
Inventories	30,452	30,452	30,452
Other current assets	29,283	29,871	32,267
Total Current Assets	<u>5,328,685</u>	<u>5,207,071</u>	<u>4,702,051</u>
<i>Non-current assets</i>			
Capital assets - water system	7,978,489	8,030,419	8,247,200
Capital assets - sewer system, net	-	-	-
Debt issue costs, net	-	-	-
Total Non-current Assets	<u>7,978,489</u>	<u>8,030,419</u>	<u>8,247,200</u>
TOTAL ASSETS	<u><u>13,307,174</u></u>	<u><u>13,237,490</u></u>	<u><u>12,949,251</u></u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
<i>Current Liabilities</i>			
Accounts payable	27,262	30,532	18,745
Accrued salaries and benefits	6,380	10,593	7,192
Accrued compensated absences	53,068	49,661	45,629
Insurance payable	31,151	30,918	28,795
Funds held in escrow	65,280	58,905	52,160
Notes payable - current portion	106,231	105,174	104,128
Total current liabilities	<u>289,372</u>	<u>285,783</u>	<u>256,649</u>
<i>Non-current Liabilities</i>			
Notes payable - non-current portion	2,963,794	3,070,025	3,175,199
Other post employment benefits	76,205	74,162	72,467
Total non-current liabilities	<u>3,039,999</u>	<u>3,144,187</u>	<u>3,247,666</u>
TOTAL LIABILITIES	<u><u>3,329,371</u></u>	<u><u>3,429,970</u></u>	<u><u>3,504,315</u></u>
NET POSITION			
Invested in capital assets, net of related debt	4,908,464	4,855,220	4,967,873
Restricted for debt service	852,124	988,568	1,125,013
Unrestricted	4,217,215	2,830,508	3,352,050
TOTAL NET POSITION	<u><u>9,977,803</u></u>	<u><u>8,674,296</u></u>	<u><u>9,444,936</u></u>
TOTAL LIABILITIES AND NET POSITION	<u><u>13,307,174</u></u>	<u><u>12,104,266</u></u>	<u><u>12,949,251</u></u>

STATEMENT OF INCOME (Water Fund)

For Fiscal Year ended December 31,

	2023	2022	2021
REVENUES			
Charges for services	1,722,433	1,546,719	1,871,467
Miscellaneous revenue	12,979	12,288	44,333
Total Revenue	<u>1,735,412</u>	<u>1,559,007</u>	<u>1,915,800</u>
EXPENDITURES			
Water system	1,738,987	1,705,563	1,684,874
Total expenditures	<u>1,738,987</u>	<u>1,705,563</u>	<u>1,684,874</u>
Income (loss)	<u>(3,575)</u>	<u>(146,556)</u>	<u>230,926</u>
NON-OPERATING REVENUES AND (EXPENSES)			
Interest income	134,031	2,376	2,780
Interest on long-term debt	(31,271)	(32,317)	(33,352)
Bad debt (expense) recovery	(195,204)	(119,846)	23,896
Total non-operating revenues and (expenses)	<u>(92,444)</u>	<u>(149,787)</u>	<u>(6,676)</u>
OTHER FINANCING SOURCE			
Transfers from other funds	266,302	-	463,418
Transfers to other funds	-	(474,297)	-
Total other financing sources	<u>266,302</u>	<u>(474,297)</u>	<u>463,418</u>
Change in net position	<u><u>170,283</u></u>	<u><u>(770,640)</u></u>	<u><u>687,668</u></u>

Source: Fiscal years 2021-2023 on both the Balance Sheet and Statement of Income taken from the Authority's audited financial statements and summarized by the Financial Advisor.

BOROUGH OF MIDLAND, PENNSYLVANIA

The Borough of Midland is located in western Beaver County, Pennsylvania. The Borough had a population of 2,374 in 2023. Beaver County had a population of 38,059 in 2023. Midland is located 36 miles from Pittsburgh, 89 miles from Akron, Ohio, and 115 miles from Cleveland, Ohio.

Project Description

Funds will be used to purchase a new firetruck and to make capital improvements to the sewer system.

Economic Statistics for the year 2023

Per Capita Income	\$31,550	Civilian Labor Force	1,936
Median Household Income	\$61,250	Unemployment Rate	8.5%

Source: data.census.gov (American Community Survey)

Assessed Valuation

Assessed Valuation History	
Year	Total Assessed Valuation
2024	1,000,976
2023	876,884
2022	878,756
2021	877,381
2020	878,842

Source: Borough of Midland

Tax Rates

History of Tax Levies (per \$100 of assessed valuation)	
Tax Year	General
2023	8.0000
2022	37.3900
2021	37.3900
2020	37.3900
2019	37.3900

Source: Borough of Midland

Taxes Levy History

Taxes Levied and Collected		
Tax Year	Collected	% Collected
2023	816,901	81.60%
2022	767,007	87.40%
2021	773,611	88.00%
2020	787,604	89.70%
2019	797,111	90.70%

Major Property Taxpayers

Top 10 Largest Property Taxpayers in the City for 2024	
Taxpayer	Amount Paid
Jewel Acquisitions	74,738
MMH Capital Group	60,732
Allegheny-Tsingham	44,288
Midland LP	41,695
Lincoln Performing Arts	34,983
National Digital Schools	21,289
Midland School District	15,684
Whemco	14,801
Ohio River Realty	6,114
Shale Rock	5,358

Source: Borough of Midland

**BOROUGH OF MIDLAND, PENNSYLVANIA
BALANCE SHEET**

For Fiscal Year Ended December 31,

	2023	2022	2021
ASSETS			
Cash and cash equivalents	1,387,542	735,997	676,348
Receivables	617,419	675,225	337,705
Due from other Funds	707,802	487,988	656,863
Due from Other Governmental Units	-	-	151,042
Due from Employees	-	-	1,102
Prepaid Expenses	9,757	6,661	3,413
TOTAL ASSETS	2,722,520	1,905,871	1,826,473
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
<i>Liabilities</i>			
Accounts payable	39,098	28,308	27,140
Accrued Payroll Liabilities	1,260	1,087	2,066
Due to Other Governmental Units	22,078	19,572	18,909
Due to Other Funds	802,073	582,327	470,537
Other Current Liabilities	29,402	18,127	-
Unearned Revenue	18,490	-	-
Total Current Liabilities	912,401	649,421	518,652
<i>Deferred Inflows of Resources</i>			
Delinquent Real Estate Taxes	579,860	595,573	543,614
Unearned Revenue	-	-	17,772
Total Deferred Inflows of Resources	579,860	595,573	561,386
<i>Deferred Inflows of Resources</i>			
Restricted:			
Liquid Fuels Fund	-	-	8,142
Police Narcotics Fund	11,797	10,980	7,395
Cops with Santa Clause Fund	4,172	8,254	5,247
Assigned	1,439,270	619,008	489,961
Unassigned	(224,980)	22,634	235,690
Total Fund Balances	1,230,259	660,876	746,435
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	2,722,520	1,905,870	1,826,473

STATEMENT OF INCOME

For Fiscal Year ended December 31,

	2023	2022	2021
REVENUES			
Taxes	1,155,755	1,267,894	1,176,421
Licenses and Permits	44,239	62,561	76,703
Fines and Forfeitures	38,765	18,095	13,399
Interest and Rents	14,448	8,240	5,054
Intergovernmental	1,180,873	664,965	366,737
Charges for Services	199,354	293,220	337,050
Miscellaneous	10,449	24,082	19,370
Total Revenue	2,643,883	2,339,057	1,994,734
EXPENDITURES			
General Government	318,153	357,193	406,871
Public Safety - Police	597,205	571,154	465,983
Public Safety - Fire	47,145	69,440	30,533
Public Safety - Other	28,236	47,286	33,041
Health and Human Services	4,680	4,978	5,226
Public Works - Highways	369,764	673,948	383,678
Culture and Recreation	106,430	276,780	33,683
Debt Service	172,009	28,714	729,150
Benefits/Pension and Insurance	451,178	433,531	448,176
Total Expenditures	2,094,800	2,463,024	2,536,341
Excess (Deficiency) of Revenue over Expenditures	549,083	(123,967)	(541,607)
OTHER FINANCING SOURCES (USES)			
Refund of Prior Expenses	-	2,635	33,048
Sale of Fixed Assets	20,300	35,773	-
Loan Proceeds	-	-	829,045
Total Other Financing Sources (Uses)	20,300	38,408	862,093
Net Change in Fund Balances	569,383	(85,559)	320,486

Source: Fiscal years 2021-2023 on both the Balance Sheet and Statement of Income taken from the Borough's audited financial statements and summarized by the Financial Advisor.

MITCHELL COUNTY WATER DISTRICT NO. 2, KANSAS

The Mitchell County Water District #2 is located in Glen Elder, a city located in Mitchell County, Kansas and which had a population of 362 in 2023. Mitchell County had a population of 5,767 in 2023. Glen Elder is 172 from Topeka and 235 miles from Kansas City.

Project Description

Funds will be used to purchase a new booster station, upgrade pumps at existing booster stations, and make other upgrades to the plant.

Economic Statistics for the year 2023 (Mitchell County)

Per Capita Income	\$36,913	Civilian Labor Force	4,629
Median Household Income	\$58,233	Unemployment Rate	0.9%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/Other	Total
2024	504	-	504
2023	504	-	504
2022	495	-	495
2021	495	-	495
2020	490	-	490

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
Doug Schmitt	37,550	483,000	4.00%
Kirby Kisslinger	16,500	235,000	2.00%
David Wacker	22,450	360,000	3.00%
Ames Construction	23,000	370,000	3.00%
Bill Wiese	12,450	190,000	1.50%
Totals:	111,950	1,638,000	

* gallons

Water Rate Schedule

	<u>Monthly Rate</u>
Base charge	\$35.00 minimum
Each 1,000 gallons	\$6.25 per 1000 gallons

Debt Coverage Analysis

	For the Fiscal Year Ended October 31,		
	Audited	Audited	Audited
	2024	2023	2022
Operating Income	\$927,453	\$871,350	\$652,094
Less: Operating Expenses	\$696,740	\$756,722	\$698,373
Operating Income	\$230,713	\$114,629	(\$46,279)
Available Revenues	\$230,713	\$114,629	(\$46,279)
Debt Service	\$0	\$0	\$0

MITCHELL COUNTY WATER DISTRICT NO. 2, KANSAS
BALANCE SHEET

	For Fiscal Year ending October 31,		
	2024	2023	2022
ASSETS			
<u>Current assets</u>			
Cash and cash equivalents	1,146,555	975,510	859,840
Accounts receivable, net	(3,023)	(4,343)	(6,933)
Other current assets	(185)	-	-
Total current assets	1,143,347	971,167	852,907
<u>Fixed assets</u>			
<i>Equipment and vehicles</i>			
Accumulated depreciation	(89,619)	(89,619)	(89,619)
Equipment and vehicles - other	446,826	388,479	388,479
<i>Treatment plant</i>			
Furniture and equipment	299	299	299
Land	5,377	5,377	5,377
Plant project	788	788	788
Accumulated depreciation	(1,116,060)	(1,116,060)	(1,116,060)
Treatment plant - other	2,850,890	2,850,890	2,850,890
<i>Water lines</i>			
Accumulated depreciation	(2,243,522)	(2,243,522)	(2,243,522)
Water lines - other	3,123,865	3,123,865	3,123,865
Total fixed assets	2,978,844	2,920,497	2,920,497
<i>Other assets</i>			
Bond issue costs:			
Accumulated amortization	(46,887)	(46,887)	(46,887)
Bond issue costs - other	94,775	94,775	94,775
Total other assets	47,887	47,887	47,887
Total assets	4,170,079	3,939,552	3,821,291
LIABILITIES			
<u>Current Liabilities</u>			
Liability adjustment	1,042	1,042	1,042
Payroll liabilities	(2,583)	(2,397)	(276)
Total current liabilities	(1,540)	(1,355)	767
EQUITY			
Member contributions	298,162	298,162	298,162
Other contributions	2,187,361	2,187,361	2,187,361
Retained earnings	1,455,384	1,335,002	1,377,093
Net income	230,713	120,382	(42,091)
Total equity	4,171,619	3,940,907	3,820,525
Total liabilities and equity	4,170,079	3,939,552	3,821,291

PROFIT & LOSS STATEMENT

	For Fiscal Year ending October 31,		
	2024	2023	2022
OPERATING INCOME			
Interest income	36,085	25,044	6,766
Materials	49,264	-	-
Other Income	21,249	31,886	32,720
New meter revenue	-	-	3,600
Commerical water sales	-	-	55,851
Late fee	117	1,986	3,590
Member water sales	604,596	644,181	264,906
Pasture water sales	133,232	96,466	235,929
Water sales - other	82,910	71,788	48,731
Total income	927,453	871,350	652,094
OPERATING EXPENSES			
Advertising and promotion	174	-	962
Automobile expense	6,796	16,452	693
Contract labor	200	-	1,045
<i>Distribution</i>			
Electric	32,042	37,004	38,782
Gas	7,423	13,984	1,210
Professional fees	34,242	5,965	5,458
Repairs	19,205	16,670	78,955
Supplies	166,443	163,638	28,963
Employee benefit	62,019	55,414	43,468
Fuel	17,247	17,631	13,634
Insurance expense	29,722	28,862	23,914
Miscellaneous	6,953	3,706	3,119
<i>Office supplies</i>			
Business check order	314	147	277
Office supplies - other	4,102	5,894	4,678
Payroll expenses	12,866	11,678	12,170
<i>Plant Expense</i>			
Chemicals	64,190	93,129	67,400
Electric	34,180	35,607	37,235
Gas	-	383	11,930
Lab fees	2,843	2,734	2,006
Plant expense; lab fees	-	-	1,115
Professional fees	1,040	1,030	1,191
Repairs	25,780	3,606	19,884
Supplies	13,059	2,147	10,672
Telephone expense	1,193	1,139	1,141
Water	-	94,440	130,991
Miscellaneous	4,113	2,703	9,021
Wages	145,038	136,916	145,393
Water fee	5,556	5,843	3,067
Total operating expense	696,740	756,722	698,373
Net ordinary income (loss)	230,713	114,629	(46,279)
Other income - insurance dividend	-	5,754	4,187
Net income	230,713	120,382	(42,092)

Source: the District's financial statements on a cash basis and summarized by the Financial Advisor

OHIO COUNTY WATER DISTRICT, KENTUCKY

The Ohio County Water District is located in Hartford, Kentucky. Hartford had a population of 2,653 in 2023. Ohio County had a population of 23,704 in 2023. Hartford is located 69 miles from Evansville, Indiana, 115 miles from Louisville, and 152 miles from Lexington.

Project Description

Funds will be used to pay off Series 2023 Bond Anticipation Notes, which financed improvements to the District's raw water intake facilities, as well as fund various other improvements to the existing system.

Economic Statistics for the year 2023 (Hartford)

Per Capita Income	\$59,511	Civilian Labor Force	2,037
Median Household Income	\$61,313	Unemployment Rate	3.5%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/Other	Total
2024	5,838	287	6,125
2023	5,843	272	6,115
2022	5,916	175	6,091
2021	5,940	110	6,050
2020	5,896	106	6,002

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
Beaver Dam	\$315,771	95,979,000	18.40%
Centertown	\$147,047	44,365,000	8.50%
Fordsville	\$138,822	42,008,000	8.10%
Western Kentucky Distilling	\$114,347	17,657,000	3.40%
Hucks	\$17,009	2,186,000	0.40%
Totals:	\$732,996.00	202,195,000	

* gallons

Water Rate Schedule

	<u>Monthly Rate</u>
First 2,000 gallons	\$30.34 minimum
Next 3,000 gallons	\$12.61 per 1000 gallons
Next 5,000 gallons	\$10.90 per 1000 gallons
Next 5,000 gallons	\$9.17 per 1000 gallons
All over 15,000 gallons	\$7.48 per 1000 gallons

Debt Coverage Analysis

	For the Fiscal Year Ended June 30,		
	Audited	Audited	Audited
	2023	2022	2021
Operating Income	\$4,831,691	\$4,656,378	\$4,516,221
Less: Operating Expenses	\$4,696,623	\$4,633,287	\$4,474,444
Operating Income	\$135,068	\$23,091	\$41,777
Plus: Depreciation	1,258,276	1,196,093	1,178,863
Available Revenues	\$1,393,344	\$1,219,184	\$1,220,640
Debt Service	\$976,917	\$828,855	\$823,102
Debt Coverage	1.43	1.47	1.48

Source: the District's audited financial statements

**OHIO COUNTY WATER DISTRICT, KENTUCKY
BALANCE SHEET**

For Fiscal Year ending June 30,

	2023	2022	2021
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$2,344,069	\$1,267,240	\$488,350
Certificates of deposit	1,600,880	178,108	175,815
Accounts receivable - customers	401,907	388,986	374,356
Accounts receivable - other	8,989	365	2,055
Grants receivable	413,100	-	-
Insurance receivable	-	571.00	593,752.00
Inventory	271,343	353,761	211,079
Prepaid expenses	3,415	43,472	65,048
Unbilled revenue	351,959	350,467	298,812
Accrued interest receivable	12,744	3,895	3,839
HRA trustee balance	5,005	3,683	7,597
Total current assets	5,413,411	2,590,548	2,220,703
NONCURRENT ASSETS			
Cash and cash equivalents - restricted	5,021,004	1,514,112	1,503,696
Certificates of deposit - restricted	-	937,166	923,556
Capital assets not being depreciated	515,320	515,320	510,089
Other capital assets, net of depreciation	27,049,877	26,496,061	27,337,015
Construction in progress	1,225,791	259,002	223,700
Net OPEB asset	50,733	-	-
Total noncurrent assets	33,862,725	29,721,661	30,498,056
Total assets	39,276,136	32,312,209	32,718,759
DEFERRED OUTFLOWS OF RESOURCES			
Deferred amounts from pension	401,774	193,626	285,188
Deferred amounts from OPEB	216,486	367,582	388,144
Total deferred outflows	618,260	561,208	673,332
Total assets and deferred outflows of resources	39,894,396	32,873,417	33,392,091
LIABILITIES AND NET POSITION			
CURRENT LIABILITIES			
Accounts payable	675,395	272,533	224,654
Accrued liabilities	46,150	47,349	19,752
Accrued interest payable	175,221	120,698	125,946
Compensated absences	157,051	95,768	38,357
Sales tax payable	3,284	827	989
Utility tax payable	10,085	8,443	9,669
Accrued retirement	-	37,484	35,508
Customer deposits	162,725	195,945	197,577
Current portion of long-term debt	539,856	551,995	543,676
Total current liabilities	1,769,767	1,331,042	1,196,128
NONCURRENT LIABILITIES			
Net pension liability	2,357,810	2,411,454	2,235,095
Net OPEB liability	-	658,206	670,976
Long-term debt, net of current portion	14,488,174	9,744,530	10,296,525
Bond premium, net of amortization of \$6,860	166,192	173,052	180,247
Total noncurrent liabilities	17,012,176	12,987,242	13,382,843
Total liabilities	18,781,943	14,318,284	14,578,971
DEFERRED INFLOWS OF RESOURCES			
Deferred amounts from pension	292,374	134,498	481,299
Deferred amounts from OPEB	836,819	286,677	368,481
Total deferred outflows of resources	1,129,193	421,175	849,780
NET POSITION			
Net investment in capital assets	13,596,765	16,800,806	17,050,356
Restricted	5,021,004	583,895	582,061
Unrestricted	1,365,491	749,257	330,923
Total net position	19,983,260	18,133,958	17,963,340
Total liabilities, deferred inflows of resources, and net position	39,894,396	32,873,417	33,392,091

STATEMENT OF INCOME

For Fiscal Year ending June 30,

	2023	2022	2021
OPERATING REVENUES			
Water sales	\$4,608,621	\$4,443,735	\$4,384,336
Charges for services	187,826	175,081	73,564
Other revenue	35,244	37,562	58,321
Total Revenue	4,831,691	4,656,378	4,516,221
OPERATING EXPENSES			
Salaries and wages	1,207,889	1,085,786	966,601
Payroll tax expense	85,583	76,499	81,764
Employee pension and benefits	469,529	415,406	574,753
Other contractual services	309,524	512,695	597,663
Utilities	435,668	372,182	360,459
Telephone	78,204	67,319	59,392
Computer support	11,439	15,502	16,622
Materials and supplies	250,604	382,572	251,358
Insurance	84,296	90,352	76,117
Rental of building and other real estate	29,346	34,259	4,566
Travel	77,514	79,425	68,373
Depreciation	1,258,276	1,196,093	1,178,863
Bad debt expense	17,868	25,105	18,920
Chemicals and safety	269,084	176,666	127,760
Credit card fees	55,591	50,658	53,138
Miscellaneous operating expenses	56,208	52,768	38,095
Total operating expenses	4,696,623	4,633,287	4,474,444
Operating income (loss)	135,068	23,091	41,777
NON-OPERATING REVENUES (EXPENSES)			
Interest income	124,811	27,547	24,404
Interest expense	(384,946)	(279,932)	(292,802)
Non-utility income	8,740	9,776	11,382
Non-utility expense	(3,092)	(4,618)	(4,866)
KIA service fees	(8,894)	(8,685)	(9,368)
Bond issuance costs	(35,000)	0	0
Insurance proceeds	225,432	39,000	593,752
Grants	1,566,688	175,764	0
State project	0	-	357,740
Gain/loss on sale of fixed assets	8,014	(10,357)	(77,337)
Total non-operating revenues (expenses)	1,501,753	(51,505)	602,905
Income (loss before capital contributions)	1,636,821	(28,414)	644,682
CAPITAL CONTRIBUTIONS			
Capital contributions from customers	74,188	60,430	43,370
Capital contributions from other government	138,293	138,602	138,907
Total capital contributions	212,481	199,032	182,277
Change in net position	1,849,302	170,618	826,959

Source: Fiscal years 2021-2023 on both the Balance Sheet and Statement of Income taken from the District's audited financial statements and summarized by the Financial Advisor.

PHELPS SPECIAL UTILITY DISTRICT, TEXAS

The Phelps Special Utility District is located in Huntsville, Texas. Huntsville is the county seat of Walker County and had a population of 46,917 in 2023. Walker County had a population of 91,268 in 2023. Huntsville is located 70 miles from Houston, 156 miles from Austin, and 255 miles from San Antonio.

Project Description

Funds will be used to construct a new well on an existing well site.

Economic Statistics for the year 2023 (Huntsville)

Per Capita Income	\$22,628	Civilian Labor Force	41,413
Median Household Income	\$45,401	Unemployment Rate	9.0%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/Other	Total
2024	676	-	676
2023	671	-	671
2022	657	-	657
2021	667	-	667
2020	658	-	658

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
Cole Realty	10,303	1,154,190	2.20%
Cedar Valley MHP LLC	6,513	856,310	1.63%
Cedar Valley MHP LLC	5,688	806,250	1.54%
Tammy Danford	4,039	581,480	1.11%
Eliaser Tamayo	2,718	442,990	0.85%
Totals:	29,260	3,841,220	

* gallons

Water Rate Schedule

	<u>Monthly Rate</u>
Base rate (5/8" x 3/4")	\$22.00 minimum
Base rate (1")	\$54.50 minimum
Base rate (2")	\$178.00 minimum
More than 0 gallons	\$3.50 per 1000 gallons

Debt Coverage Analysis

	For the Fiscal Year Ended June 30,		
	Audited 2023	Audited 2022	Audited 2021
Operating Income	\$468,725	\$433,866	\$445,136
Less: Operating Expenses	\$432,735	\$368,946	\$347,748
Operating Income	\$35,990	\$64,920	\$97,388
Plus: Depreciation	71,023	70,809	62,346
Available Revenues	\$107,013	\$135,729	\$159,734
Debt Service	\$44,736	\$44,736	\$44,736
Debt Coverage	2.39	3.03	3.57

Source: the District audited financial statements

PHELPS SPECIAL UTILITY DISTRICT, TEXAS
BALANCE SHEET

	For Fiscal Year ending December 31,		
	<u>2023</u>	<u>2022</u>	<u>2021</u>
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$70,886	\$99,758	\$73,036
Investments	1,139,879	1,018,928	1,015,870
Accounts receivable	61,184	69,304	58,877
Inventory	21,295	24,648	16,722
Prepaid expenses	6,324	4,670	4,455
Restricted cash & investments	44,736	44,736	44,736
Total current assets	<u>1,344,304</u>	<u>1,262,044</u>	<u>1,213,696</u>
NONCURRENT ASSETS			
Capital assets:			
Land	2,000	2,000	2,000
Construction in progress	20,552	8,615	8,615
Water system	2,037,334	2,037,334	2,003,448
Furniture and equipment	102,761	102,761	92,891
Less accumulated depreciation	<u>(1,238,276)</u>	<u>(1,167,253)</u>	<u>(1,096,444)</u>
Total noncurrent assets	<u>924,371</u>	<u>983,457</u>	<u>1,010,510</u>
Total assets	<u><u>2,268,675</u></u>	<u><u>2,245,501</u></u>	<u><u>2,224,206</u></u>
LIABILITIES			
CURRENT LIABILITIES			
Accounts payable	25,046	14,678	16,707
Accrued expenses	2,558	2,992	3,764
Customer deposits	103,104	102,275	101,080
Notes payable - current portion	28,576	27,639	25,605
Total current liabilities	<u>159,284</u>	<u>147,584</u>	<u>147,156</u>
NONCURRENT LIABILITIES			
Notes payable - long-term portion	<u>278,189</u>	<u>306,179</u>	<u>333,821</u>
Total noncurrent liabilities	<u>278,189</u>	<u>306,179</u>	<u>333,821</u>
Total liabilities	<u><u>437,473</u></u>	<u><u>453,763</u></u>	<u><u>480,977</u></u>
NET POSITION			
Net investment in capital assets	676,692	649,639	651,083
Unrestricted	1,154,510	1,142,099	1,092,146
Total net position	<u><u>1,831,202</u></u>	<u><u>1,791,738</u></u>	<u><u>1,743,229</u></u>

STATEMENT OF INCOME

	For Fiscal Year ending December 31,		
	<u>2023</u>	<u>2022</u>	<u>2021</u>
OPERATING REVENUES			
Charges for sales and services:			
Water sales	\$386,778	\$405,505	\$370,042
Other services	50,866	25,511	20,503
Other income	31,081	2,850	54,591
Total Revenue	<u>468,725</u>	<u>433,866</u>	<u>445,136</u>
OPERATING EXPENSES			
Contracted services	210,763	152,781	150,694
Repairs, materials, and supplies	56,711	55,508	38,013
Fees and inspections	1,732	2,213	7,923
Depreciation	71,023	70,809	62,346
Utilities	43,518	43,423	34,708
Office expense	11,698	14,544	29,621
Professional fees	20,223	13,515	12,389
Dues and Subscriptions	4,089	3,141	0
Insurance	4,399	3,648	3,800
Bad debt expense	1,931	1,523	962
Other expenses	60	2,224	941
Travel and education	6,588	5,617	6,351
Total operating expenses	<u>432,735</u>	<u>368,946</u>	<u>347,748</u>
Operating income (loss)	<u><u>35,990</u></u>	<u><u>64,920</u></u>	<u><u>97,388</u></u>
NON-OPERATING REVENUES (EXPENSES)			
Interest revenue	21,157	2,717	7,021
Interest expense	<u>(17,683)</u>	<u>(19,128)</u>	<u>(20,495)</u>
Total non-operating revenues (expenses)	<u>3,474</u>	<u>(16,411)</u>	<u>(13,474)</u>
Income (loss)	<u><u>39,464</u></u>	<u><u>48,509</u></u>	<u><u>83,914</u></u>

Source: Fiscal years 2021-2023 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 TAYLORSVILLE, KENTUCKY

The City of Taylorsville is located within Spencer County, Kentucky. Spencer County had a population of 19,875 in 2023. The City of Taylorsville had a population of 1,566 in 2023. Taylorsville is 34 miles from Louisville, 61 miles from Lexington, and 115 miles from Cincinnati, Ohio.

Project Description

Funds will be used to replace the City's water booster pump station located on State Route 660.

Economic Statistics for the year 2023 (Taylorsville)

Per Capita Income	\$21,187	Civilian Labor Force	1,142
Median Household Income	\$41,917	Unemployment Rate	2.9%

Source: data.census.gov (American Community Survey)

Customer Breakdown

Water	
Year	Total
2024	8,434
2023	8,322
2022	8,236
2021	8,085
2020	8,021

Source: City of Taylorsville

Five Largest Customers

Water			
Customer	Annual Sales	Annual Usage*	% of Total Usage
Spencer County Board of Education	28,533	4,141,820	0.59%
Lighthouse Property	23,860	4,107,070	0.59%
Signature Healthcare	23,306	4,029,390	0.58%
Smyrna Ready Mix	16,872	2,895,100	0.41%
Tanglewood Property	20,875	2,278,260	0.33%
Totals:	113,447	17,451,640	

* gallons

Debt Coverage Analysis

	For the Fiscal Year Ended June 30,		
	Audited	Audited	Audited
	2023	2022	2021
Operating Income	\$5,546,640	\$5,400,891	\$5,170,023
Less: Operating Expenses	\$4,198,082	\$3,963,794	\$4,023,924
Operating Income	\$1,348,558	\$1,437,097	\$1,146,099
Available Revenues	\$1,348,558	\$1,437,097	\$1,146,099
Debt Service	\$518,246	\$510,897	\$542,975
Debt Coverage	2.60	2.81	2.11

Source: Audited financial statements of the City

CITY OF TAYLORSVILLE, KENTUCKY
STATEMENT OF NET POSITION - UTILITY FUND

	For Fiscal Year ending June 30,		
	<u>2023</u>	<u>2022</u>	<u>2021</u>
ASSETS			
Cash and cash equivalents - unrestricted	970,208	977,709	997,157
Cash and cash equivalents - restricted	4,412,553	3,754,911	4,278,879
Customer Receivables	226,456	259,239	229,161
Inventories	458,152	794,804	401,388
Nondepreciable Capital assets	3,836,841	1,921,743	1,123,738
Depreciable Capital Assets	20,296,742	20,941,295	21,736,543
Total Assets	<u>30,200,952</u>	<u>28,649,701</u>	<u>28,766,866</u>
DEFERRED OUTFLOWS OF RESOURCES			
Debt Refunding	99,176	104,661	-
Pension Related	501,296	304,792	441,338
OPEB Related	337,787	332,072	345,810
Total Deferred Outflows	<u>938,259</u>	<u>741,525</u>	<u>787,148</u>
LIABILITIES			
Accounts Payable	307,471	33,610	183,770
Accrued Expenses	92,440	74,097	106,964
Customer Deposits	139,800	173,740	142,505
Interest payable	97,643	101,015	151,350
Noncurrent Liabilities:			
<u>Due within one year</u>			
Compensated absences	74,563	71,272	75,209
Bonds payable	272,158	303,308	263,135
<u>Due in more than one year</u>			
Bonds payable	7,054,500	7,326,658	7,602,966
Net pension liability	2,120,040	1,917,645	2,337,944
Net OPEB liability	579,207	575,675	735,854
Total Liabilities	<u>10,737,822</u>	<u>10,577,020</u>	<u>11,599,697</u>
DEFERRED INFLOWS OF RESOURCES			
Debt refunding	138,803	146,479	-
Pension related	269,881	298,818	165,726
OPEB related	323,448	332,491	183,030
Total Deferred Inflows	<u>732,132</u>	<u>777,788</u>	<u>348,756</u>
NET POSITION			
Net investment in capital assets	16,806,925	15,233,072	14,994,180
Restricted	4,412,553	3,754,911	3,802,747
Unrestricted	(1,549,591)	(951,565)	(1,191,366)
Total Liabilities and Fund Equity	<u>19,669,887</u>	<u>18,036,418</u>	<u>17,605,561</u>

STATEMENT OF ACTIVITIES - UTILITY FUND

	For Fiscal Year ending June 30,		
	<u>2023</u>	<u>2022</u>	<u>2021</u>
REVENUES - UTILITIES			
Charges for services	5,546,640	5,400,591	5,170,023
Total Operating Revenues	<u>5,546,640</u>	<u>5,400,891</u>	<u>5,170,023</u>
EXPENSES - UTILITIES			
Operating Expenses	4,198,082	3,963,794	4,023,924
Total Operating Expenses	<u>4,198,082</u>	<u>3,963,794</u>	<u>4,023,924</u>
OPERATING INCOME BEFORE DEPRECIATION			
	<u>1,348,558</u>	<u>1,437,097</u>	<u>1,146,099</u>
Depreciation	(991,734)	(984,501)	(989,659)
Operating Income	<u>356,824</u>	<u>452,596</u>	<u>156,440</u>
NON-OPERATING INCOME (EXPENSE)			
Grant Revenue	1,555,304	17,876	-
Interest Income	21,427	6,546	9,993
Other Revenue	41,593	48,153	29,619
Interest Expense	(211,566)	(224,427)	(291,456)
Total Non-operating Income (Expense)	<u>1,406,758</u>	<u>(151,852)</u>	<u>(251,844)</u>
Change in Net Position	<u>1,763,582</u>	<u>300,744</u>	<u>(95,404)</u>
Net Position, beginning	17,906,305	17,605,561	17,700,965
Net Position, ending	<u>19,669,887</u>	<u>17,906,305</u>	<u>17,605,561</u>

Source: Fiscal years 2021-2023 on both the Balance Sheet and Statement of Income taken from the City's audited financial statements and summarized by the Financial Advisor.

VAN BUREN COUNTY PUBLIC WATER AUTHORITY, ARKANSAS

The Van Buren County Public Water Authority is located in Clinton, Arkansas. Clinton is the county seat of Van Buren County and had a population of 2,506 in 2023. Van Buren County had a population of 15,936 in 2023. Clinton is located 71 miles from Little Rock, 178 miles from Fayetteville, and 161 miles from Memphis, Tennessee.

Project Description

Funds will be used to refund three outstanding bonds and supplement additional loan proceeds for the installation of radio read meters throughout the system.

Economic Statistics for the year 2023 (Van Buren County)

Per Capita Income	\$27,284	Civilian Labor Force	13,338
Median Household Income	\$47,266	Unemployment Rate	4.3%

Source: data.census.gov (American Community Survey)

Customer Breakdown

WATER			
Year	Residential	Commercial/Other	Total
2024	1,450	-	1,450
2023	1,435	-	1,435
2022	1,426	-	1,426
2021	1,401	-	1,401
2020	1,395	-	1,395

Five Largest Customers

WATER			
Customer	Annual Sales	Annual Usage*	% of Total Usage
McDonald Farms	58,702	4,017,754	0.08%
Daniel Honeycutt	2,970	177,230	0.01%
Daniel Honeycutt	5,408	245,430	0.01%
Timothy Honeycutt	13,365	888,200	0.02%
Timothy Honeycutt	17,364	1,158,220	0.02%
Totals:	97,809	6,486,834	

* gallons

Water Rate Schedule - 5/8" X 3/4"

	Monthly Rate
Base rate	\$39.16 minimum
After first 1,000 gallons	\$13.61 per 1,000 gallons

Debt Coverage Analysis

	For the Fiscal Year Ended March 31,		
	Audited	Audited	Audited
	2023	2022	2021
Operating Income	1,267,279	1,294,993	1,244,780
Less: Operating Expenses	(1,273,040)	(1,312,904)	(1,205,775)
Operating Income	(5,761)	(17,911)	39,005
Plus: Depreciation	236,226	226,395	218,177
Available Revenues	\$230,465	\$208,484	\$257,182
Debt Service	\$153,503	\$153,499	\$153,490
Debt Coverage	1.50	1.36	1.68

Source: the Authority audited financial statements

VAN BUREN COUNTY PUBLIC WATER AUTHORITY, ARKANSAS
BALANCE SHEET

	For Fiscal Year ending March 31,		
	2023	2022	2021
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	457,861	494,791	509,442
Accounts receivable	77,728	95,183	107,401
Inventories	2,400	2,400	2,400
Total current assets	<u>537,989</u>	<u>592,374</u>	<u>619,243</u>
PROPERTY AND EQUIPMENT			
Water system	10,255,176	10,217,866	10,166,866
Building and improvements	227,462	227,462	227,462
Office equipment	34,083	26,301	26,301
Trucks	196,017	196,017	164,094
Land	62,724	62,724	62,724
Less accumulated depreciation	(6,519,362)	(6,286,783)	(6,064,034)
Total property and equipment	<u>4,256,100</u>	<u>4,443,587</u>	<u>4,583,413</u>
OTHER ASSETS			
Investments - restricted	405,787	312,387	299,132
Intangible costs, net of amortization	67,581	71,228	74,874
Total other assets	<u>473,368</u>	<u>383,615</u>	<u>374,006</u>
Total assets	<u><u>5,267,457</u></u>	<u><u>5,419,576</u></u>	<u><u>5,576,662</u></u>
LIABILITIES			
CURRENT LIABILITIES			
Long-term debt - current portion	77,334	73,772	70,375
Accounts payable	43,193	47,222	44,296
Accrued interest payable	10,359	12,067	12,862
Accrued expenses	8,676	12,758	12,003
Total current liabilities	<u>139,562</u>	<u>145,819</u>	<u>139,536</u>
LONG-TERM LIABILITIES			
Long-term debt	1,620,391	1,697,713	1,771,485
Customer deposits	82,993	70,980	62,744
Total noncurrent liabilities	<u>1,703,384</u>	<u>1,768,693</u>	<u>1,834,229</u>
Total liabilities	<u>1,842,946</u>	<u>1,914,512</u>	<u>1,973,765</u>
NET ASSETS			
Restricted net assets	322,794	241,407	236,388
Unrestricted net assets	3,101,717	3,263,657	3,366,509
Total net assets	<u>3,424,511</u>	<u>3,505,064</u>	<u>3,602,897</u>
Total liabilities and net assets	<u><u>5,267,457</u></u>	<u><u>5,419,576</u></u>	<u><u>5,576,662</u></u>

STATEMENT OF INCOME

	For Fiscal Year ending December 31,		
	2023	2022	2021
OPERATING REVENUES			
Water revenues	1,124,466	1,120,852	1,163,996
Other income	142,813	174,141	80,784
Total Revenue	<u>1,267,279</u>	<u>1,294,993</u>	<u>1,244,780</u>
OPERATING EXPENSES			
Water purchases	498,610	514,359	450,207
Salaries	211,934	211,617	204,040
Utilities	106,224	89,947	83,824
Insurance	61,695	59,813	52,084
Supplies	47,527	58,109	65,669
Office supplies and postage	19,092	17,676	16,422
Taxes and licenses	21,597	24,697	24,424
Depreciation and amortization	236,226	226,395	218,177
Legal and accounting	4,000	3,000	3,000
Engineering fees	1,800	9,863	6,334
Dues, subscriptions, and fees	9,283	6,658	2,225
Directors fees	4,295	4,050	2,970
Repairs and maintenance	6,841	9,098	30,921
Truck expense	27,687	53,857	31,870
Employee benefits	1,680	4,017	3,142
Bank fees	5,482	5,365	4,699
Uniforms	6,347	6,074	5,767
Miscellaneous	2,720	8,309	-
Total operating expenses	<u>1,273,040</u>	<u>1,312,904</u>	<u>1,205,775</u>
Operating income (loss)	<u>(5,761)</u>	<u>(17,911)</u>	<u>39,005</u>
NON-OPERATING REVENUES (EXPENSES)			
Interest revenue	3,243	2,407	7,178
Interest expense	(78,035)	(82,329)	(86,969)
Total non-operating revenues (expenses)	<u>(74,792)</u>	<u>(79,922)</u>	<u>(79,791)</u>
Income (loss)	<u>(80,553)</u>	<u>(97,833)</u>	<u>(40,786)</u>
NET ASSETS, BEGINNING	3,505,064	3,602,897	3,643,683
NET ASSETS, ENDING	<u>3,424,511</u>	<u>3,505,064</u>	<u>3,602,897</u>

Source: Fiscal years 2021-2023 on both the Balance Sheet and Statement of Income taken from the Authority's audited financial statements and summarized by the Financial Advisor.

APPENDIX D

Definitions and Summary of Certain Provisions of the Documents

[This page intentionally left blank]

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 and Sections 65.210 through 65.300 of the Kentucky Revised Statutes, as amended from time to time.

“*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 or as modified pursuant to the form attached to the First Indenture Amendment.

“*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;
- (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; or
- (11) any other investment permitted by Kentucky law for public agencies.

“*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, its Treasurer or its Secretary.

“*Bank*”, provided there has been issued and outstanding an Alternate Credit Facility, 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 2005B Bonds, the Series 2006D Bonds, the Series 2007A Bonds, the Series 2007D Bonds, the Series 2008C Bonds, the Series 2010B Bonds, the Series 2010C Bonds, the Series 2010D Bonds, the Series 2011B Bonds, the Series 2011C Bonds, the Series 2012B Bonds, the Series 2012C Bonds, the Series 2012D Bonds, the Series 2012E Bonds, the Series 2012F Bonds, the Series 2012G Bonds, the Series 2013B Bonds, the Series 2013C Bonds, the Series 2013D Bonds, the Series 2013E Bonds, the Series 2014B Bonds, the Series 2015B Bonds, the Series 2015C Bonds, the Series 2015E Bonds, the Series 2016B Bonds, the Series 2016C Bonds, the Series 2016D Bonds, the Series 2017A Bonds, the 2019B Bonds, the Series 2020A Bonds, the Series 2020C

Bonds, the Series 2020D Bonds, the Series 2020E Bonds, the Series 2020G Bonds, the Series 2020H Bonds, the Series 2020I Bonds, the Series 2021A Bonds, the Series 2021B Bonds, the Series 2021C Bonds, the Series 2021D Bonds, the Series 2022A Bonds, the Series 2022C Bonds, the Series 2024A Bonds, the Series 2024B Bonds, the Series 2024C Bonds, the Series 2024D Bonds, the Series 2024E Bonds, the Series 2025A Bonds, the Series 2025B Bonds and the Series 2025C Bonds, and any Parity Bonds.

“*Borrower*” means a Governmental Agency that borrows funds under the Program to build a Project.

“*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 designated 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, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental agreement.

“*Compliance Group*” refers collectively to (i) Raymond James & Associates, 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.

“*First Indenture Amendment*” means the First Amendment to Trust Indenture Amendment, dated as of June 1, 2023, as originally executed or as it may from time to time be supplemented, modified or amended by any amended or supplemental indenture.

“*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 Public Agency, agency or unit of government within any state of the United States, 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 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 a state of the United States 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 and as amended by the First Indenture Amendment, or as it may from time to time be supplemented, modified or amended by any supplemental indenture.

“*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, from the date of the Trust Indenture through and including the day preceding the date of the First Indenture Amendment, the Kentucky Rural Water Finance Corporation, an agency and instrumentality of various political subdivisions and public agencies of the Commonwealth of Kentucky and thereafter from the date of the First Indenture Amendment, the Rural Water Financing Agency, an interlocal agency organized and existing under the laws of the Commonwealth of Kentucky.

“*Lender*” means the Issuer as the lender of the Loan to a Borrower pursuant to an Assistance Agreement.

“*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.

“*Public Agency*” shall mean any Public Agency as defined in Section 65.230 of the Kentucky Revised Statutes.

“*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 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 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 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 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 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.

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

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

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

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

“*Series 2013B Bond*” or “*Series 2013B Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2013B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2013C Bond*” or “*Series 2013C Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2013D authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2013D Bond*” or “*Series 2013D Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2013D authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2013E Bond*” or “*Series 2013E Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2013E authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2014B Bond*” or “*Series 2014B Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2014C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2015B Bond*” or “*Series 2015B Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2015B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2015C Bond*” or “*Series 2015C Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2015C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2015E Bond*” or “*Series 2015E Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2015E authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2016B Bond*” or “*Series 2016B Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2016B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2016C Bond*” or “*Series 2016C Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2016C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2016D Bond*” or “*Series 2016D Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2016D authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2017A Bond*” or “*Series 2017A Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2017A authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2019B Bond*” or “*Series 2019B Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2019B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2020A Bond*” or “*Series 2020A Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2020A authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2020C Bond*” or “*Series 2020C Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2020D Bond*” or “*Series 2020D Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020D authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2020E Bond*” or “*Series 2020E Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020E authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2020G Bond*” or “*Series 2020G Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020G authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2020H Bond*” or “*Series 2020H Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Taxable Series 2020H authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2020I Bond*” or “*Series 2020I Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020I authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2021A Bond*” or “*Series 2021A Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2021A authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2021B Bond*” or “*Series 2021B Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Taxable Series 2021B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2021C Bond*” or “*Series 2021C Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2021C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2021D Bond*” or “*Series 2021D Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2021D authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2022A Bond*” or “*Series 2022A Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2022A authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2022C Bond*” or “*Series 2022C Bonds*” means one or more of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2022C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2024A Bond*” or “*Series 2024A Bonds*” means one or more of the Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025A authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2024B Bond*” or “*Series 20254 Bonds*” means one or more of the Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2024C Bond*” or “*Series 2024C Bonds*” means one or more of the Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2024D Bond*” or “*Series 2024D Bonds*” means one or more of the Rural Water Financing Agency Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2025D authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2024E Bond*” or “*Series 2024E Bonds*” means one or more of the Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025C authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2025A Bond*” or “*Series 2025A Bonds*” means one or more of the Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025A authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2025B Bond*” or “*Series 2025B Bonds*” means one or more of the Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025B authorized by, and at any time Outstanding pursuant to, the Indenture, as supplemented.

“*Series 2025C Bond*” or “*Series 2025C Bonds*” means one or more of the Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025C 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.

“*Taxable Bonds*” means any series of Bonds issued under the Indenture the interest on which is not excludable from gross income for federal income tax purposes.

“*Tax-Advantaged Bonds*” means any series of Bonds issued under the Indenture the interest on which is excludable from gross income for federal income tax purposes.

“*Tax Counsel*” means initially the firm of Arter & Hadden LLP of Washington, D.C. and thereafter the firm of Rubin & Hays of Louisville, Kentucky, or any other 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.

“*Trust Indenture*” means the Trust Indenture by and between the Issuer and the Trustee, dated as of April 4, 2001, as originally executed, or as it may from time to time be supplemented, modified or amended by any supplemental indenture.

“*Trustee*” means Regions Bank, an Alabama banking corporation, having a designated trust office in Nashville, Tennessee, the successor Trustee to Fifth Third Bank, an Ohio banking corporation, and The Bank of New York Mellon Trust Company, N.A., a national banking association, or its successor, as Trustee and paying agent as provided in Section 8.1 of the Indenture.

“*UCC*” means the Uniform Commercial Code of the State, Chapter 355 of the Kentucky Revised Statutes.

“*Underwriter*” means the purchaser or underwriter of any series 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 in the Indenture 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 is 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 required or necessary 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 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 evidence or notification from S&P that the issuance of such Parity Bonds will not result in the then existing rating, if any, on the Outstanding Bonds being lowered by S&P.

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

The Issuer may issue a series of Bonds as either Taxable Bonds or Tax-Advantaged Bonds.

Notwithstanding anything in the Indenture to the contrary, the Supplemental Indenture authorizing the Parity Bonds shall not be subject to the requirements of Section 10.1(c) of the Indenture, including but not specifically limited to any consent, approval or notification requirements described therein.

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 the Indenture 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 the Indenture.

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 that are Tax-Advantaged Bonds, in such manner, and not to take or omit to take any other action in such manner, as will impair the exclusion from gross income of the interest on the Tax-Advantaged Bonds 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 arrears 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 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 designated 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.

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 the Indenture 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 Raymond James & Associates, Inc., 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

The Loan shall be issued on the basis of parity as to security and source of payment with the Borrower's outstanding Obligations and shall be payable out of the revenues of the Project and/or System.

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 any outstanding bonds and the Obligations authorized in the Assistance Agreement payable on a parity from the income and revenues of said System with said outstanding 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 bondowners 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 therein; provided, further, that, hereafter, the income and revenues of the System shall be collected, segregated, accounted for, and made available to pay on the Monthly Installment Dates the monthly installments on the Loan as described in the Monthly Installment Schedule.

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 delivery of the Assistance Agreement to the Trustee, (iii) certification of the Compliance Group that the Loan is to be accepted into the Program, and (iv) upon receipt by the Borrower of the proceeds of the Loan, the proceeds shall be applied as follows:

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

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

(b) *Governmental Agency Account.* It is hereby acknowledged that a fund entitled the Borrower's Governmental Agency Account (the "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 costs of the Project.

Pending disbursement for the costs of the Project, the proceeds of the Loan shall be subject to a first and paramount lien and charge in favor of the Lender, for the benefit of the owners of all Program Bonds issued under the Indenture, and for their further security.

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 that has been approved by the Engineers having charge of supervising the Project, and countersigned by the Borrower 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 Borrower 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 Borrower in connection with said Project.

Investment income derived from investment of the Governmental Agency Account, which shall be invested in Permitted Investments in 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 Borrower of the need for investment directions if and whenever funds in excess of \$50,000 remain uninvested for a period of more than five days. In the absence of written direction from the Borrower 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.

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

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 Loan from Federal income taxation, upon orders of the Governing Body, be transferred to the Borrower, to be used for the repayment of the Loan or for any other lawful purpose.

Arbitrage Limitations

(a) The Borrower covenants that neither the proceeds of the Loan, nor 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 Loan, will be invested in investments that will produce a net adjusted yield in excess of the net interest cost (effective yield) of the Loan, if such investment would cause such Loan 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 Loan to be treated as “arbitrage bonds.”

(b) On the basis of information furnished to the Borrower, on known facts, circumstances, and reasonable expectations on the date of enactment of the Assistance Agreement, the Borrower certifies as follows:

(1) That it is not expected or contemplated that the proceeds of the Loan will be used or invested in any manner which will cause the Loan to be treated as “arbitrage bonds” within the meaning of Section 148 of the Code and the applicable regulations thereunder.

(2) That it is not expected or contemplated that the Borrower will make any use of the proceeds of the Loan, which, if such use had been reasonably anticipated on the date of issuance of the Loan, would have caused the Loan to be arbitrage bonds.

(3) That it is expected and contemplated that the Borrower 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 Loan will not be treated as arbitrage bonds.

(4) That it is anticipated that amounts set aside for deposit for the payment of debt service on the Loan will be used within 13 months from the date of deposit.

Prior to or at the time of delivery of the Loan, the Borrower Chief Executive and/or the Borrower 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 Loan, 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 Loan will be exempt from all federal income taxes and that the Loan will not constitute or be treated as arbitrage bonds.

Parity Obligations

In the Assistance Agreement, the Borrower reserves the right and privilege of issuing additional Parity Bonds from time to time payable from the Revenues of the System, ranking on a parity with the Loan, in order to pay the costs of further additions, extensions, and improvements to said System, subject to the following restrictions and conditions. “Revenue(s)” refers to the income and revenue of the System including rents, royalties, fees, and proceeds of sales of property and from rates and charges for services derived from or rendered by the System.

(1) The facilities to be constructed from the proceeds of the additional Parity Bonds are made a part of the System and their Revenues are pledged as additional security for the additional Parity Bonds and for the Outstanding Bonds.

(2) The Borrower is in compliance with all covenants and undertakings in connection with all of the Outstanding Bonds.

(3) The annual net revenues (defined as Revenues less operating 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, must be certified by an independent Certified Public Accountant to equal at least one hundred twenty percent (120%) of the average annual debt service requirements for principal and interest on all Outstanding Bonds payable from the Revenues of the System, plus the anticipated debt service requirements of any Parity Bonds then proposed to be issued. The calculation of average annual debt service requirements of principal and interest on the additional Parity Bonds to be issued must, regardless of whether such additional Parity Bonds are to be serial or term bonds, be determined on the basis of the principal of and interest on such Parity Bonds being payable in approximately equal annual installments.

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

(i) any revisions in the System's schedule of rates or charges being imposed on or before the time of the issuance of any such additional Parity Bonds, and

(ii) any increase in the annual net revenues to be realized from the proposed extensions, additions, and improvements being financed (in whole or in part) by such additional Parity Bonds;

provided all such adjustments are based upon and included in a certification of an Independent Consulting Engineer.

The Borrower further reserves, in the Assistance Agreement, the right to issue one or more additional series of Parity Bonds, for the purpose of refunding or refinancing the Outstanding Bonds, or any portion thereof, provided that prior to the issuance of such refunding bonds for that purpose, there will have been procured and filed with the Secretary a statement by a Certified Public Accountant reciting the opinion based upon necessary investigation that:

(1) 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 Bonds, after taking into account the revised debt service requirements resulting from the issuance of such Parity Bonds and from the elimination of the Outstanding Bonds being refunded or refinanced thereby, are equal to not less than 120% of the average annual 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

(2) in the alternative, that the debt service requirements for the Outstanding Bonds and the proposed Parity Bonds, in any year of maturities thereof after the redemption of the Outstanding Bonds scheduled to be refunded through the issuance of such proposed Parity Bonds, does not exceed the scheduled debt service requirements applicable to the Bonds then outstanding for any corresponding year prior to the issuance of such proposed Parity Bonds and the redemption of any of the Outstanding Bonds to be refunded.

Rates and Charges for Services of the System

While the Loan remains outstanding and unpaid, the rates for all services of the System rendered by the Borrower to its citizens, corporations, or other customers 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 Loan, and there shall be charged such rates and amounts as shall be adequate to meet all requirements of the provisions of the Assistance Agreement. Prior to the issuance of the Loan 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 Borrower covenants that it will not reduce the rates and charges for the services rendered by the System without first filing with the Borrower Clerk a certification of an Independent Consulting Engineer or a Certified Public Accountant that the revenues of the then existing System for the Fiscal Year preceding the year in which such reduction is proposed, after taking into account the projected reduction in revenues anticipated to result from any such proposed rate decrease, are equal to not less than (i) 120% of the debt service coming due during each Fiscal Year on the Outstanding Bonds, in each case computed as of the beginning of such Fiscal Year (except to the extent the Borrower has by binding ordinance or resolution committed reserves to the payment of such debt service) plus (ii) the amounts required to provide for the operation of the System during each Fiscal Year as required under the Assistance Agreement.

The Borrower also covenants to cause a report to be filed with the Governing Body of the Borrower within 180 days after the end of each Fiscal Year by a Certified Public Accountant, setting forth the precise debt service coverage percentage of the average annual debt service requirements falling due in any Fiscal Year thereafter for

principal of and interest on all of the then Outstanding Bonds, produced or provided by the revenues of the System in that Fiscal Year, calculated in the manner specified in the Assistance Agreement; and the Borrower covenants that if and whenever such report so filed shall establish that such coverage of revenues for such year was less than 120% of the average annual debt service requirements, the Borrower 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 120% coverage.

Defeasance and/or Refunding of Obligations

The Borrower reserves the right, at any time, to cause the pledge of the revenues securing the Loan 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 cash and/or U.S. Obligations, to assure the availability in such escrow fund of an adequate amount (a) to call for redemption and to redeem and retire the Loan, 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 Loan to and on said date, or (b) to pay all principal and interest requirements on the Loan as same matures, 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 of the Borrower. Such U.S. Obligations 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 Borrower shall take all steps necessary to provide to the Lender notice as provided herein of the redemption of the Loan 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 will constitute a contract between the Borrower and the Lender; and after the issuance of the Loan, no change, variation or alteration of any kind in the provisions of the Assistance Agreement shall be made in any manner except as therein provided until such time as the Loan has been paid or provided for in full, or as otherwise provided herein; provided that the Governing Body of the Borrower may enact legislation for any other purpose not inconsistent with the terms of the Assistance Agreement, and which legislation shall not impair the security of the Lender, and/or for the purpose of curing any ambiguity, or of curing, correcting, or supplementing any defective or inconsistent provisions contained herein or in any ordinance or other proceedings pertaining hereto.

Appointment and Duties of Trustee

The Trustee is designated in the Assistance Agreement as the bond registrar and paying agent with respect to the Loan.

Its duties as Trustee will be as follows:

- (a) To register the Loan in the name of the Lender;
- (b) To maintain adequate records relevant to the Loan;
- (c) To remit, but only to the extent that all required funds are made available to the Trustee by the Borrower, semiannual interest payments directly to the Lender's accounts for the Program;
- (d) To notify the Lender if the Loan is to be redeemed and to redeem the Loan prior to its stated maturity upon receiving sufficient funds; and
- (e) To supply the Borrower with a written accounting evidencing the payment of interest on and principal of the Loan 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 Borrower Clerk and notifying the Lender. Thereupon, the Lender shall notify the Borrower 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 Loan to the successor Trustee in order that there will be no delinquencies in the payment of interest or principal due on the Loan.

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 Loan that interest thereon will continue to be exempt from federal income taxation (subject to certain exceptions set out below), the Borrower covenants to and with the Lender that (1) the Borrower will take all actions necessary to comply with the provisions of the Code, (2) the Borrower will take no actions which will violate any of the provisions of the Code, or would cause the Loan to become "private activity bonds" within the meaning of the Code, (3) none of the proceeds of the Loan will be used for any purpose which would cause the interest on the Loan to become subject to federal income taxation, and the Borrower 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 Loan.

The Borrower reserves the right to amend the Assistance Agreement but only with the consent of the Lender (i) to whatever extent shall, in the opinion of Bond Counsel, be deemed necessary to assure that interest on the Loan 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 the Loan, or the application of such proceeds or of the revenues of the System. The Lender, as the purchaser of the Loan, is deemed to have relied fully upon these covenants and undertakings on the part of the Borrower as part of the consideration for the purchase of the Loan. To the extent that the Borrower 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 Loan to federal income taxes, the Borrower shall not be required to comply with such covenants or requirements.

The Assistance Agreement is executed in contemplation that Bond Counsel will render an opinion as to exemption of principal of the Loan from federal income taxation, based on the assumption by Bond Counsel that the Borrower complies with covenants made by the Borrower with respect to compliance with the provisions of the Code, and based on the assumption of compliance by the Borrower 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 Loan. The Borrower has been advised that based on the foregoing assumptions of compliance, Bond Counsel is of the opinion that the Loan is not an "arbitrage bond" 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 Borrower shall, upon receipt of the proceeds of the Loan, 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 the Loan is 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 Borrower 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 the Loan is outstanding, the Borrower 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 Borrower 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 Borrower's operations of the System and any other facilities constituting a portion of the System.

(c) *Application of Casualty Insurance Proceeds.* If, prior to the completion of the term of the Assistance Agreement, the System shall be damaged or partially or totally destroyed by fire, windstorm or other casualty, there shall be no abatement or reduction in the amount payable by the Borrower pursuant to the terms of the Assistance Agreement and the Borrower will (1) promptly repair, rebuild or restore the System damaged or destroyed and (2) apply for such purpose so much as may be necessary of any net proceeds of insurance resulting from claims for such losses, as well as any additional moneys of the Borrower necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Borrower and shall be promptly applied as herein provided.

(d) *Vehicle Liability Insurance.* If and to the extent that the Borrower owns or operates vehicles in the operation of the System, upon receipt of the proceeds of the Loan, the Borrower shall, if such insurance is not already in force, procure and maintain, so long as the Loan is 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 Borrower 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 Borrower.

Event of Default; Remedies

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

(a) The failure to pay principal on the Loan when due and payable, either on a Monthly Installment Date or by proceedings for redemption;

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

(c) Failure by the Borrower to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the Assistance Agreement, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Borrower by the Lender unless the Lender agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until such failure is corrected.

(d) The dissolution or liquidation of the Borrower, or the voluntary initiation by the Borrower of any proceeding under any federal or State law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding which remains undismissed for sixty (60) days, or the entry by the Borrower into an agreement of composition with creditors or the failure generally by the Borrower to pay its debts as they become due.

- (e) A default by the Borrower under the provisions of any agreements relating to its debt obligations.

Upon the occurrence of an Event of Default, the Lender, or the Trustee on its behalf, as owner of the Loan, may declare the principal of and interest on the Loan, and all other payments due under the Assistance Agreement, to be immediately due and payable and may enforce and compel the performance of all duties and obligations of the Borrower as set forth therein. Upon the occurrence of an Event of Default, then, upon the filing of suit by the Trustee or the Lender, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Borrower, with power to charge and collect rates sufficient to provide for the payment of the principal of and interest on the Loan, 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 State.

In addition to and apart from the foregoing, upon the occurrence of an Event of Default, the owner of the Loan may require the Borrower 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 Borrower hereby agrees to provide or cause to be provided to the Lender and the Compliance Group audited financial statements prepared in accordance with generally accepted accounting principles (commencing with the Fiscal Year preceding the Fiscal Year in which the Assistance Agreement is executed) and such other financial information and/or operating data as requested by the Lender or the Compliance Group.

The annual financial information and operating data, including audited financial statements, will be made available on or before 180 days after the end of each Fiscal Year.

Supplemental Assistance Agreement

The Borrower may, but only with the consent of the Lender, execute one or more supplemental Assistance Agreements as shall not be inconsistent with the terms and provisions of the Assistance Agreement 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 Borrower in the Assistance Agreement, other covenants and agreements thereafter to be incurred by the Borrower or to surrender any right or power herein reserved to or conferred upon the Borrower;
- (e) to effect the issuance of additional Parity Bonds; and/or
- (f) to modify the terms and conditions of the Assistance Agreement at the request of the Lender in order to assist the Lender in operating the Program or to maintain any rating the Lender may have on its Program obligations.

[This page intentionally left blank]

APPENDIX E

Form of Bond Counsel Opinion

[This page intentionally left blank]

FORM OF BOND COUNSEL OPINION

Upon delivery of the Series 2025C Bonds, Rubin & Hays, proposes to render its final approving legal opinion with respect to the Series 2025C Bonds in substantially the following form:

June 30, 2025

Rural Water Financing Agency
1151 Old Porter Pike
Bowling Green, Kentucky 42103

Regions Bank
1600 Division Street, 9th Floor
Nashville, Tennessee 37203

Re: Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025C, dated June 30, 2025, in the original principal amount of \$ _____.

We have examined a certified copy of the transcript of proceedings of the Rural Water Financing Agency, an interlocal agency of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the “Issuer”) relating to the authorization, sale and issuance of its Public Projects Revenue Bonds (Flexible Term Program), Series 2025C, in the aggregate principal amount of \$ _____ (the “Series 2025C Bonds”), dated June 30, 2025.

The Series 2025C Bonds have been authorized and issued pursuant to the Constitution and laws of the Commonwealth of Kentucky (the “Commonwealth”), including particularly Chapter 58 and Sections 65.210 through 65.300 of the Kentucky Revised Statutes (collectively the “Act”), in accordance with a Trust Indenture dated as of April 4, 2001, as amended by the First Amendment to Trust Indenture dated as of June 1, 2023 (the “Authorizing Indenture”) between the Issuer and Regions Bank, Nashville, Tennessee (the “Trustee”) and per Supplemental Trust Indenture No. 95, dated June 30, 2025 (the “Supplemental Indenture No. 95”).

Hereinafter the Authorizing Indenture, as amended from time to time, and supplemental indentures associated with the bonds listed in Appendix A hereto, including Supplemental Indenture No. 95, may be collectively referred to as the “Indenture”. Pursuant to the Indenture the Series 2025C Bonds rank on a parity with the bonds listed on Exhibit A attached hereto and incorporated herein by reference (the “Prior Bonds”).

We have examined such portions of the Constitution, Statutes and laws of the United States, the Constitution, Statutes and laws of the Commonwealth, and such applicable court decisions, regulations, rulings and opinions as we have deemed necessary or relevant for the purposes of the opinions set forth below.

We have also examined records and the transcript of proceedings relating to the authorization and issuance of the Series 2025C Bonds, including a specimen bond, and other relevant matters. We have also made such investigation as we have deemed necessary for the purposes of such opinions and relied upon certificates of officials of the Commonwealth and the Issuer as to certain factual matters.

Terms not defined herein are defined in the Indenture shall have the same meanings herein, unless the context otherwise requires.

Based upon the foregoing, it is our opinion, under the law existing on the date of this opinion, that:

1. The Issuer is an interlocal agency of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky and has the legal right and authority to issue the Series 2025C Bonds.

2. The Indenture has been duly authorized, executed and delivered by the Issuer and is a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The Supplemental Indenture No. 95 is authorized and permitted by the Indenture and complies with the amendment provisions of the Indenture. All consents or approvals required for the execution and delivery of Supplemental Indenture No. 95 have been obtained. The Supplemental Indenture No. 95 has been duly authorized, executed and delivered by the Issuer and is a valid and binding obligation of the Issuer enforceable upon the Issuer.

4. The Assistance Agreements (the "Assistance Agreements") described in the Supplemental Indenture No. 95 have been duly delivered to and accepted by the Issuer and assigned per the Indenture to the Trustee.

5. The Series 2025C Bonds have been duly authorized and issued by the Issuer and are valid and binding limited and special obligations of the Issuer enforceable in accordance with their terms.

6. The Series 2025C Bonds are payable as to principal, premium, if any, and interest from and are secured by a pledge of and a first lien on the Trust Estate, as defined in the Indenture.

7. The Series 2025C Bonds are special and limited obligations of the Issuer payable solely and only as provided for by the Indenture. The Series 2025C Bonds do not pledge the general credit or taxing power, if any, of the Commonwealth, the Issuer or any other agency or political subdivision of the Commonwealth.

8. The Series 2025C Bonds are "state or local bonds" as defined and described in Section 103(c)(1) of the Internal Revenue Code of 1986, as amended.

9. Interest payable on the Series 2025C Bonds is excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code")

and is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on corporations. The Issuer has covenanted to comply with the applicable provisions of the Code, and such compliance by the Issuer is necessary to maintain the federal income tax status described above. We express no opinion regarding other federal tax consequences arising with respect to the Series 2025C Bonds.

10. The interest on the Series 2025C Bonds is exempt from income taxation and the Series 2025C Bonds are exempt from ad valorem taxation by the Commonwealth and any of its political subdivisions.

Our opinion set forth above is subject to the qualification that the enforceability of the Indenture, the Assistance Agreements, the Series 2025C Bonds and agreements relating thereto may be limited by bankruptcy, reorganization, moratorium, insolvency, or other similar laws relating to or affecting the enforcement of creditors' rights, and to the exercise of judicial discretion in accordance with general equitable principles.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

EXHIBIT A

Outstanding Parity Bonds of the Flexible Term Finance Program

- 1) 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;
- 2) 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 Indenture”);
- 3) 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”);
- 4) 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”);
- 5) 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”);
- 6) 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”);
- 7) 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”);
- 8) 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”);
- 9) 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”);
- 10) 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”);

11) 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”);

12) 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”);

13) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012C (the “Series 2012C Bonds”), issued pursuant to Supplemental Trust Indenture No. 45, dated as of May 2, 2012 (the “Series 2012C Indenture”);

14) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012D (the “Series 2012D Bonds”), issued pursuant to Supplemental Trust Indenture No. 46, dated as of May 30, 2012 (the “Series 2012D Indenture”);

15) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012E (the “Series 2012E Bonds”), issued pursuant to Supplemental Trust Indenture No. 47, dated as of August 29, 2012 (the “Series 2012E Indenture”);

16) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2012F (the “Series 2012F Bonds”), issued pursuant to Supplemental Trust Indenture No. 48, dated as of November 13, 2012 (the “Series 2012F Indenture”);

17) Kentucky Rural Water Finance Corporation Taxable Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012G (the “Series 2012G Bonds”), issued pursuant to Supplemental Trust Indenture No. 49, dated as of December 11, 2012 (the “Series 2012G Indenture”);

18) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2013B (the “Series 2013B Bonds”), issued pursuant to Supplemental Trust Indenture No. 51, dated as of February 27, 2013 (the “Series 2013B Indenture”);

19) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2013C (the “Series 2013C Bonds”), issued pursuant to Supplemental Trust Indenture No. 52, dated as of March 27, 2013 (the “Series 2013C Indenture”);

20) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2013D (the “Series 2013D Bonds”), issued pursuant to Supplemental Trust Indenture No. 53, dated as of June 5, 2013 (the “Series 2013D Indenture”);

21) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2013E (the “Series 2013E Bonds”),

issued pursuant to Supplemental Trust Indenture No. 54, dated as of August 13, 2013 (the “Series 2013E Indenture”);

22) Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2014B (the “Series 2014B Bonds”), issued pursuant to Supplemental Trust Indenture No. 57, dated as of April 10, 2014 (the “Series 2014B Indenture”);

23) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2015B (the “Series 2015B Bonds”), issued pursuant to Supplemental Trust Indenture No. 60, dated as of February 19, 2015 (the “Series 2015B Indenture”);

24) Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2015C (the “Series 2015C Bonds”), issued pursuant to Supplemental Trust Indenture No. 61, dated as of March 10, 2015 (the “Series 2015C Indenture”);

25) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2015E (the “Series 2015E Bonds”), issued pursuant to Supplemental Trust Indenture No. 63, dated as of May 12, 2015 (the “Series 2015E Indenture”);

26) Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2016B (the “Series 2016B Bonds”), issued pursuant to Supplemental Trust Indenture No. 65, dated as of May 12, 2016 (the “Series 2016B Indenture”);

27) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2016C (the “Series 2016C Bonds”), issued pursuant to Supplemental Trust Indenture No. 66, dated as of October 18, 2016 (the “Series 2016C Indenture”);

28) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2016D (the “Series 2016D Bonds”), issued pursuant to Supplemental Trust Indenture No. 67, dated as of November 30, 2016 (the “Series 2016D Indenture”);

29) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2017A (the “Series 2017A Bonds”), issued pursuant to Supplemental Trust Indenture No. 68, dated as of July 11, 2017 (the “Series 2017A Indenture”);

30) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2019B (the “Series 2019B Bonds”), issued pursuant to Supplemental Trust Indenture No. 72, dated as of August 8, 2019 (the “Series 2019B Indenture”);

31) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2020A (the “Series 2020A Bonds”), issued pursuant to Supplemental Trust Indenture No. 73, dated as of January 7, 2020 (the “Series 2020A Indenture”);

32) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020C (the “Series 2020C Bonds”), issued pursuant to Supplemental Trust Indenture No. 75, dated as of March 17, 2020 (the “Series 2020C Indenture”);

33) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020D (the “Series 2020D Bonds”), issued pursuant to Supplemental Trust Indenture No. 76, dated as of May 6, 2020 (the “Series 2020D Indenture”);

34) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020E (the “Series 2020E Bonds”), issued pursuant to Supplemental Trust Indenture No. 77, dated as of September 23, 2020 (the “Series 2020E Indenture”);

35) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020G (the “Series 2020G Bonds”), issued pursuant to Supplemental Trust Indenture No. 78, dated as of October 13, 2020 (the “Series 2020G Indenture”);

36) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Taxable Series 2020H (the “Series 2020H Bonds”), issued pursuant to Supplemental Trust Indenture No. 79, dated as of December 17, 2020 (the “Series 2020H Indenture”);

37) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020I (the “Series 2020I Bonds”), issued pursuant to Supplemental Trust Indenture No. 80, dated as of December 29, 2020 (the “Series 2020I Indenture”);

38) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2021A (the “Series 2021A Bonds”), issued pursuant to Supplemental Trust Indenture No. 81, dated as of June 8, 2021 (the “Series 2021A Indenture”);

39) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Taxable Series 2021B (the “Series 2021B Bonds”), issued pursuant to Supplemental Trust Indenture No. 82, dated as of July 21, 2021 (the “Series 2021B Indenture”);

40) Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2021C (the “Series 2021C Bonds”), issued pursuant to Supplemental Trust Indenture No. 83, dated as of July 27, 2021 (the “Series 2021C Indenture”);

- 41) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2021D (the “Series 2021D Bonds”), issued pursuant to Supplemental Trust Indenture No. 84, dated as of October 19, 2021 (the “Series 2021D Indenture”);
- 42) Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2022A (the “Series 2022A Bonds”), issued pursuant to Supplemental Trust Indenture No. 85, dated as of January 27, 2022 (the “Series 2022A Indenture”);
- 43) Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2022C (the “Series 2022C Bonds”), issued pursuant to Supplemental Trust Indenture No. 87, dated as of August 25, 2022 (the “Series 2022C Indenture”);
- 44) Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2024A (the “Series 2024A Bonds”), issued pursuant to Supplemental Trust Indenture No. 89, dated as of February 5, 2024 (the “Series 2024A Indenture”);
- 45) Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2024B (the “Series 2024B Bonds”), issued pursuant to Supplemental Trust Indenture No. 90, dated as of May 14, 2024 (the “Series 2024B Indenture”);
- 46) Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2024C (the “Series 2024C Bonds”), issued pursuant to Supplemental Trust Indenture No. 91, dated as of July 9, 2024 (the “Series 2024C Indenture”);
- 47) Rural Water Financing Agency Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2024D (the “Series 2024D Bonds”), issued pursuant to Supplemental Trust Indenture No. 92, dated as of July 30, 2024 (the “Series 2024D Indenture”);
- 48) Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2024E (the “Series 2024E Bonds”), issued pursuant to Supplemental Trust Indenture No. 93, dated as of October 4, 2024 (the “Series 2024E Indenture”);
- 49) Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025A (the “Series 2025A Bonds”), issued pursuant to Supplemental Trust Indenture No. 94, dated as of March 26, 2025 (the “Series 2025A Indenture”); and
- 50) Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025B (the “Series 2025B Bonds”), issued pursuant to Supplemental Trust Indenture No. 94, dated as of March 26, 2025 (the “Series 2025B Indenture”).

APPENDIX F

Form of Continuing Disclosure Agreement

[This page intentionally left blank]

CONTINUING DISCLOSURE AGREEMENT

Re: Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025C.

In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (the “Commission”), the Rural Water Financing Agency (the “Issuer”) hereby agrees to provide or cause to be provided through a designated agent (the “Agent”), in a timely manner, to the Electronic Municipal Market Access system (“EMMA”) at <http://www.emma.msrb.org>, its Annual Report (the “Annual Report”) which contains certain annual financial data of the Rural Water Financing Agency Flexible Term Program (the “Program”) consisting of Program debt service requirements, cash flows and revenues which may be available for debt service, the Issuer’s Internal Administration Fund Audit prepared in accordance with generally accepted accounting principles (“GAAP”), and a list of the Program’s existing and former participants (the “Participants”) generally consistent with the information contained under Appendix B of the Official Statement used in the marketing of its Rural Water Financing Agency Public Projects Revenue Bonds (Flexible Term Program), Series 2025C (the “Bonds”). Such Annual Report will be available by no later than June 30 after the end of each Program year (December 31), beginning with the Program year ending December 31, 2025 and each Program year thereafter and will be available to the Agent, EMMA and to each holder of Bonds who requests such information by written request to the Issuer.

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

If the Issuer’s Program year changes, then the Issuer shall send a notice of such change to EMMA. If such change will result in the Issuer’s Program 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 Program 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.

In addition, the Issuer hereby agrees to provide or cause to be provided, in a timely manner not in excess of 10 business days after the occurrence of such event, to EMMA, 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 Bondowners, 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 a borrower;
- (m) consummation of a merger, consolidation, or acquisition involving the Issuer or a borrower or the sale of all or substantially all of the assets of the Issuer or a borrower, 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;
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (o) incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect Bondowners, if material; and/or
- (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

For the purpose of this Agreement “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the EMMA consistent with the Rule.

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.

As of the date of the Official Statement, the Issuer is in compliance with the reporting requirements of the Rule for all undertakings for which it is consider an “obligated person” as defined in the Rule. Pursuant to the Rule the Program is a pooled financing and an individual Participant in the Program is not considered an “obligated person” as defined in the Rule.

Financial information regarding the Issuer can be obtained from the Treasurer of the Issuer, at 1151 Old Porter Pike, Bowling Green, Kentucky 42103, telephone: (270) 843-2291.

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 the Issuer or any Program Participants remain an obligated person with respect to the Bonds within the meaning of the Rule. The Issuer reserves the right to terminate any 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 their undertaking pursuant to the Rule described under this heading is intended to be for the benefit of the Bondowners (including holders of beneficial interests in the Bonds).

The requirements for disclosure herein 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 Bondowners.

The Agent may, and at the direction of the holders of 50% in the aggregate principal amount of the outstanding Bonds must, or in the alternative any Bondowner may, enforce the Issuer's continuing disclosure undertaking on behalf of such holders; provided that, the right of the Agent or Bondowner to enforce the provisions of the undertaking will be limited to a right to obtain specific enforcement of the Issuer's obligations under its continuing disclosure undertaking and any failure by the Issuer to comply with the provisions of the undertaking will not be a default or an event of default with respect to the Bonds under the Indenture.

Dated: June 30, 2025

RURAL WATER FINANCING AGENCY

By _____
Treasurer