

ORDINANCE NUMBER 166, SERIES 2014

AN ORDINANCE OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, PROVIDING FOR AND AUTHORIZING THE ISSUANCE OF CERTAIN GENERAL OBLIGATION BONDS AND NOTES OF THE METRO GOVERNMENT IN ONE OR MORE SERIES TO FINANCE THE COSTS OF THE PUBLIC PROJECTS AS DESCRIBED THEREIN AND TO REFUND CERTAIN OUTSTANDING OBLIGATIONS OF THE METRO GOVERNMENT AS DESCRIBED THEREIN; SETTING FORTH THE TERMS AND CONDITIONS ON WHICH THE BONDS AND NOTES ARE TO BE ISSUED AND PROVIDING FOR A COMPETITIVE, ADVERTISED SALE THEREOF; DEFINING AND PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE BONDS AND NOTES AND PROVIDING FOR THE APPLICATION OF THE PROCEEDS THEREOF; AND TAKING OTHER RELATED ACTION RELATING TO THE ISSUANCE AND SALE OF THE BONDS AND NOTES.

Sponsored By: Councilmembers Butler, Downard and President King

WHEREAS in the November 7, 2000 General Election, local voters approved a consolidation of the governmental and corporate functions of the City of Louisville, Kentucky (the "City") and the County of Jefferson, Kentucky (the "County") into a single political entity, and pursuant to legislation enacted by the Kentucky General Assembly, the Louisville/Jefferson County Metro Government (the "Issuer") commenced operations effective January 6, 2003, replacing and superseding the governments of the City and the County; and

WHEREAS, the Issuer has determined that it is necessary, desirable and in the public interest to finance the costs of the public projects hereinafter described, through the incurrence of indebtedness as herein described by the sale and issuance of the Issuer's "General Obligation Bonds, Series 2014D" (the "Series 2014D Bonds"), the payment of the principal thereof and interest thereon is secured by the full faith, credit and resources of the Issuer which is hereby pledged for such purpose pursuant to this Bond Ordinance; and

WHEREAS, the Issuer has determined that it is necessary, desirable and in the public interest to finance the costs of the acquisition, installation and maintenance of equipment and vehicles to be used by various departments and agencies of the Issuer, through the incurrence of indebtedness as herein described by the sale and issuance of the Issuer's "General Obligation Notes, Series 2014E" (the "Series 2014E Notes"), the payment of the principal thereof and interest thereon is secured by the full faith, credit and resources of the Issuer which is hereby pledged for such purpose pursuant to this Bond Ordinance; and

WHEREAS, the Issuer has determined that it is necessary, desirable and in the public interest in order to achieve lower debt service payments and reduce administrative costs, to refinance the Issuer's obligations undertaken with respect to the Refundable Bonds hereinafter described; and

WHEREAS, the Issuer desires to refund and refinance a portion of the outstanding Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2006A maturing on and after November 1, 2017 (the "Refundable Bonds") issued for the purpose of paying the costs associated with various public projects described in the ordinance authorizing said Refundable Series 2006A Bonds through the incurrence of indebtedness as herein described by the sale and issuance of the Issuer's "General Obligation Refunding Bonds, Series 2014F" (the "Series 2014F Bonds"), the payment of the principal thereof and interest thereon is secured by the full faith, credit and resources of the Issuer which is hereby pledged for such purpose pursuant to this Bond Ordinance; and

WHEREAS, it is the desire and intent of the Issuer at this time to enact this Bond Ordinance which, among other things, authorizes and provides for the issuance of the Series 2014D Bonds, the Series 2014E Notes and the Series 2014F Bonds (collectively the "Bonds") for the purpose aforesaid and sets forth the restrictions and conditions on which the Bonds are to be issued and outstanding; and

WHEREAS the General Assembly of the Commonwealth in 1994 enacted Senate Bill 256 proposing amendments to Sections 156, 157 and 158 of the Kentucky Constitution; and

WHEREAS such amendments to the Kentucky Constitution were approved and enacted into law, by virtue of a favorable vote of the electorate in November 1994; and

WHEREAS, on July 24, 1998, the Kentucky Court of Appeals in *Chandler v. City of Winchester* 973 S.W.2d 78 (1998) rejected a challenge by the Attorney General of the Commonwealth to the validity of the amendment enacted to Section 157 of the Kentucky Constitution, and such decision of the Court of Appeals has become final, the Attorney General having not appealed therefrom; and

WHEREAS Chapter 280 of the Acts of the General Assembly of the Commonwealth, 1996 Regular Session, enacted legislation which is codified at Sections 66.011 through 66.191 of the Kentucky Revised Statutes ("KRS"), "General Provisions on Bonded Indebtedness of Local Governments" (collectively, the "Act"), providing for the issuance of bonds, notes, commercial paper and other instruments for one or more of the following purposes, with a maximum bond maturity of not exceeding forty (40) years: (i) paying all or any portion of the costs of the acquisition, improvement or construction of public projects (provided bonds for such purpose shall have a maximum maturity not exceeding the good faith estimated life or period of usefulness of the public project, or if the issue includes more than one public project, a maximum maturity not exceeding the good faith estimated weighted average number of years of life or period of usefulness of the public projects), (ii) funding floating indebtedness (provided bonds for such purpose shall have a maximum maturity of five (5) years), (iii) funding the cost of providing a public service if the governing body of the issuer determines that an emergency exists and the public health or safety so requires, (iv) to fund unfunded liabilities, (v) to establish a reserve for past or future liabilities or casualties, (vi) to pay one or more final judgments rendered against an issuer, including settlement of claims approved by the court and (vii) to fund or refund any outstanding bonds or obligations previously issued; and

WHEREAS Subsection (1) of Section 66.101 of the Act provides that the authorizing bond legislation shall (i) declare the necessity of the bond issue, (ii) state the principal amount or maximum principal amount of the bonds to be issued, (iii) state the purpose of the bond issue, (iv) state or provide for the date of, and the dates and amounts or maximum amounts of, maturities or principal payments on the bonds, (v) state any provisions for a mandatory sinking fund, mandatory sinking fund redemption or for redemption prior to maturity, (vi) provide for the rate or rates of interest, or maximum rate or rates of interest, or the method from time to time for establishing or determining the rate or rates of interest to be paid on the bonds and (vii) state any provision for a designated officer of the issuer to determine any of the specific terms required to be stated or provided for in such section, subject to any limitations stated in the proceedings; and

WHEREAS Subsection (2) of Section 66.101 of the Act provides that (i) the legislation authorizing issuance of bonds shall identify the source or sources of payment of debt charges on the bonds, which may be any moneys of the issuer required by law to be used, or lawfully available and (ii) such legislation shall provide (but only to the extent the amount lawfully available from existing taxes is insufficient) for the levying of a tax sufficient in amount to pay the debt charges on the bonds issued under the legislation; and

WHEREAS, Subsection (1) of Section 66.111 of the Act provides that the issuer shall, after the issuance of the bonds (and to the extent the amount lawfully available from existing taxes is insufficient), levy a tax in a sufficient amount and appropriate in its annual budget, together with any other moneys available to the issuer, an amount of funds sufficient to pay debt charges on the bonds; and

WHEREAS Subsection (2) of Section 66.111 of the Act provides that if the issuer determines it to be necessary and appropriate, and if not prohibited by other law, proceedings relating to issuance of the bonds may contain or provide for a pledge to the payment of debt charges on the bonds, and a related covenant to levy, charge, collect, deposit, and apply, receipts of the issuer (including but not limited to ad valorem property taxes as permitted by law, occupational license fees, insurance premium taxes, excises, utility and service revenues and any other receipts from taxes, excises, permits, licenses, fines or other source of revenue of, or of revenue distributions to, the issuer); provided no such pledge or covenant may be made that impairs the express contract rights of the holders of outstanding bonds of the issuer; and

WHEREAS, the Project (hereinafter defined), constitutes a public project within the meaning of the Act, and the weighted average number of years of life or period of usefulness thereof, as estimated by the Issuer exceeds the maximum maturity of the Bonds authorized to be issued and sold pursuant to this Bond Ordinance; and

WHEREAS KRS 67C.123(1) provides that the tax structure, tax rates, and level of services in effect in the former City and County upon the adoption of a consolidated local government shall remain in effect after the adoption of the consolidated local government and shall remain the same until changed by the consolidated local government council; and

WHEREAS, KRS 67C.123(3) provides that all bonds and other obligations of the former City and County, respectively, in existence on the effective date of the consolidated local government shall continue in force and effect as obligations of the consolidated local government and the consolidated local government shall succeed to all rights and entitlements thereunder; and

WHEREAS, KRS 67C.123(3) further provides that all conflicts, if any, in the provisions of the bonds or other obligations of the former City and County, respectively, in existence on the effective date of the consolidated local government shall be resolved in a manner that does not impair the rights of any parties thereto; and

WHEREAS, the projects financed or refinanced by the Refundable Bonds constituted public projects within the meaning of KRS 66.011; and the life or period of usefulness of said projects, as estimated by the Issuer, extends beyond the respective maturity of the applicable Refundable Bonds; and

WHEREAS on issuance of the Bonds authorized to be issued and sold pursuant to this Bond Ordinance, the total indebtedness of the Issuer within the meaning of Section 158 of the Kentucky Constitution, and the total net indebtedness of the Issuer within the meaning of the Act, do not exceed any applicable limitation based on the total value of taxable property within the consolidated local government as determined by the last certified assessment with respect to such property; and

WHEREAS, all acts, conditions and things required by the constitution and laws of the Commonwealth and by the requirements applicable to the Issuer to happen, exist and be performed precedent to and in the execution and delivery of this Bond Ordinance and the issuance of the Bonds (hereinafter defined) have happened, have existed and have been performed as so required in order to make this Bond Ordinance a valid and binding contract for the benefit of Bondholders (hereinafter defined) in accordance with the terms and provisions hereof.

NOW, THEREFORE, BE IT ORDAINED BY THE METRO COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, AS FOLLOWS:

ARTICLE 1 INTRODUCTION AND DEFINITIONS

Section 1.1. Incorporation of Preambles Into Bond Ordinance; Determinations of Fact. It is hereby determined and declared that all statements of fact set forth in the preambles to this Bond Ordinance are true and accurate in all respects. Said preambles are hereby incorporated in this Bond Ordinance by reference, the same as if set forth at length herein.

Section 1.2. Definitions. As used in this Bond Ordinance, unless the context requires otherwise, the following terms shall have the following respective meanings:

"Act" means collectively, Sections 66.011 through 66.191 of the Kentucky Revised Statutes.

"Agent Member" means a member of, or participant in, the Securities Depository.

"Authorized Denomination" means the authorized denominations of the Bonds, which shall be \$5,000 or any multiple of \$5,000.

"Bondholder", or *"Bondowner"*, or *"Holder"*, or *"Owner"* means the person in whose name a Bond is registered on the registration books maintained by the Bond Registrar. Notwithstanding this definition, with respect to any Bonds which are registered in Book-Entry Form, the Bond Registrar shall be entitled to rely on written instructions from a majority of the beneficial owners of the Bonds with reference to consent, if any, required from Bondholders under this Bond Ordinance.

"Bond Registrar" or *"Registrar"* or *"Paying Agent"* or *"Transfer Agent"* means the bank which shall constitute the Bond Registrar and Paying Agent with respect to the Bonds, which bank shall have the duties and responsibilities of (a) issuing checks or wire transfers in payment of interest requirements as to the Bonds, (b) paying the principal of same at maturity or applicable mandatory redemption or optional redemption prior to maturity upon surrender of the Bonds, (c) authenticating, issuing and delivering the Bonds to the original purchasers of same in accordance with the sale of the Bonds, at the direction of the Issuer, (d) maintaining the Bond Register and (e) handling exchanges, cancellations, reissuance, redemption and all apparent duties of a Bond Registrar, Paying Agent and Transfer Agent with respect to the Bonds, as set out in the Paying Agency Agreement. The Bond Registrar, Paying Agent and Transfer Agent hereby designated is Old National Trust Company, Evansville, Indiana. Provided, however, it is understood that the Issuer, either pursuant to a resolution of the Metro Council or by order of the Mayor and the Chief Financial Officer, and in accordance with the provisions of Section 3.3 hereof, reserves the right to designate a different Federal Deposit Insurance Corporation instrumentality to perform any and all of such functions of Bond Registrar, Paying Agent and Transfer Agent as to the Bonds.

"Bond Register" means the form or system or document in which the ownership of Bonds is recorded by the Bond Registrar.

"Bond Ordinance" means this ordinance of the Issuer, authorizing and approving the Bonds, as amended or supplemented from time to time in accordance with the provisions hereof.

"Bond Fund" means the fund created by Section 5.5 of this Bond Ordinance.

"Bonds" means collectively the Series 2014D Bonds, the Series 2014E Notes and the Series 2014F Bonds authorized under the provisions of this Bond Ordinance.

"Book-Entry Form" means, with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in Bonds and bond service charges may be transferred only through a book entry and (ii) physical Bond certificates in fully registered form

are registered only in the name of a Securities Depository or its nominee as Holder, with the physical Bond certificates in the custody of a Securities Depository.

"Business Day" means any day other than (i) a Saturday, Sunday or holiday or (ii) a day on which banks located in the city or cities in which the designated corporate trust office of the Paying Agent is located are required or authorized to close for general banking business or a day on which the New York Stock Exchange is closed.

"Chief Financial Officer" means the Chief Financial Officer of the Issuer, or such other official of the Issuer as may from time to time be designated by the Issuer to perform the functions or responsibilities of the Chief Financial Officer hereunder.

"Code" means the Internal Revenue Code of 1986, as amended to the date of adoption of this Bond Ordinance, or as hereafter amended, including valid regulations of the Department of the Treasury and rulings of the Commissioner of Internal Revenue thereunder.

"Commonwealth" means the Commonwealth of Kentucky.

"Cost of Issuance Account" means the account created by Section 5.4 of this Bond Ordinance.

"Defeasance Obligations" means the following:

(a) direct obligations of (including obligations issued or held in book entry form) the United States of America; and

(b) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which are rated, based on the escrow, in the highest rating category of Standard and Poor's Ratings Services and Moody's Investors Service or any successors thereto; or (ii) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in paragraph (a) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate.

"Disclosure Agreement" means the Continuing Disclosure Agreement of the Issuer substantially in the form which is attached as Exhibit B to this Bond Ordinance.

"Escrow Agent" means Old National Trust Company or such other bank as may be designated by the Issuer.

"Escrow Agreement" means the Escrow Agreement dated as of the date of issuance of the Series 2014F Bonds by and between the Issuer and the Escrow Agent.

"Escrow Fund" means the Louisville/Jefferson County Metro Government General Obligation Bonds Series 2006A Escrow Fund, created in the Escrow Agreement.

"Fiscal Year" means any period of twelve (12) months commencing July 1 of any year and ending June 30 of the ensuing year, or any other fiscal year of the Issuer after recognition of such fiscal year by a supplement to this Bond Ordinance.

"Financial Advisor" means J.J.B. Hilliard, W.L. Lyons, LLC, Louisville, Kentucky.

"Funds and Accounts" means, collectively, the Bond Fund, the Cost of Issuance Account and the Project Fund.

"General Obligation Debt" means, collectively, the Bonds as may be Outstanding from time to time, as well as all other general obligation debt of the Issuer (including bonds, notes, commercial paper and any other debt instruments in writing, authorized by or issued as general obligations of the Issuer pursuant to or in accordance with the Act) and bond anticipation notes of the Issuer, if any, as may be issued and outstanding from time to time under the Act.

"Interest Payment Date" or *"Payment Date"* means, except as may be provided pursuant to the procedures established for public sale in Section 4.1 hereof accepting or ratifying bids for the purchase of each series of Bonds, (i) with respect to the Series 2014D Bonds, each June 1 and December 1, commencing June 1, 2015; (ii) with respect to the Series 2014E Notes, each June 1 and December 1, commencing June 1, 2015; (iii) with respect to the Series 2014F Bonds, each May 1 and November 1, commencing May 1, 2015; (iv) any date set for the redemption of Bonds, as provided in the Bond Ordinance; and (v) with respect to any other General Obligation Debt (if any), the applicable payment dates set forth or approved in the Issuer's legislation authorizing issuance of the General Obligation Debt.

"Investment Obligation" means any investment that the Issuer is authorized to acquire pursuant to the Kentucky Revised Statutes, as amended from time to time, and to the extent, if any, that the funds then proposed for investment are governed by an applicable formal investment policy of the Issuer, which complies with such investment policy.

"Issuer" means the Louisville/Jefferson County Metro Government, a consolidated local government corporation and political subdivision of the Commonwealth.

"Kentucky Revised Statutes" or *"KRS"* means the Kentucky Revised Statutes as in effect at the date of the adoption of this Bond Ordinance, and any future amendments thereof to the extent that the same will not unconstitutionally impair the obligations of contracts created under the provisions of the Bond Ordinance.

"Mayor" means the Mayor of the Louisville/Jefferson County Metro Government.

"Metro Clerk" means the Clerk of the Metro Council.

"Metro Council" means the Louisville/Jefferson County Metro Council, the legislative body of the Issuer.

"Official Statement" means the final Official Statement of the Issuer relating to the original issuance of the Bonds.

"Official Terms and Conditions of Bond Sale" means the respective Official Terms and Conditions of Bond Sale prepared for distribution to potential bidders prior to the date of sale of the Bonds.

"Outstanding", when used with reference to any Bonds, means, as of any date, all Bonds theretofore or then being authenticated and delivered under the Bond Ordinance, except:

- (a) any Bonds cancelled by the Bond Registrar at or prior to such date;
- (b) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered; and
- (c) Bonds deemed to have been paid as provided in Section 10.3 of this Bond Ordinance.

"Paying Agency Agreement" the Paying Agency Agreement dated as of the date of issuance of the Bonds by and between the Issuer and the Bond Registrar setting forth the duties of the Bond Registrar under this Bond Ordinance.

"Pledged Receipts" means amounts received by or on behalf of the Issuer (including but not limited to ad valorem property taxes as permitted by law, occupational license fees, insurance premium taxes, excises, utility and service revenues and any other receipts from taxes, excises, permits, licenses, fines or other source of revenue of, or of revenue distributions to, the Issuer).

"Project" means the acquisition, construction and equipping of various public projects as described in the Issuer's 2014-15 Capital Project Budget set forth in the Issuer's Budget Ordinance No. 101, Series 2014, the acquisition, installation and maintenance of equipment and vehicles for various departments and agencies of the Issuer and the refunding of all or a portion of the Refundable Bonds.

"Project Fund" means the fund created by Section 5.6 of this Bond Ordinance.

"Record Date" means with respect to the Bonds the fifteenth (15th) day of the month prior to each date established for payment of principal, interest or premium on the Bonds, whether by maturity, acceleration or redemption.

"Refundable Bonds" means the portion of outstanding Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2006A maturing on and after November 1, 2017.

"Revenue Commission" means Louisville/Jefferson County Metro Revenue Commission, as established and operated under the provisions of the Louisville/Jefferson County Metro Government Codified Ordinances §§32.450 through 32.454.

"Sale Certificate" means the Certificate Awarding the Bid on the Bonds executed by the Chief Financial Officer accepting the successful bid on for the Bonds and setting the principal amount, maturities, mandatory redemption schedule and interest rates for each series of the Bonds.

"Securities Depository" means any securities depository that is 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, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interests in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

"Securities Depository Nominee" means any nominee of a Securities Depository and shall initially mean Cede & Co., New York, New York, as nominee of The Depository Trust Company.

"Series 2014D Bonds" means the Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2014D, dated the date of issuance.

"Series 2014E Notes" means the Louisville/Jefferson County Metro Government General Obligation Notes, Series 2014E, dated the date of issuance.

"Series 2014F Bonds" means the Louisville/Jefferson County Metro Government General Obligation Refunding Bonds, Series 2014F, dated the date of issuance.

"Term Bonds" means the Bonds, if any, which are required to be mandatorily redeemed in accordance with the provisions hereof and as set forth in the Sale Certificate.

"Underwriters" means the successful bidders for the purchase of the Bonds on the competitive sale thereof.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Bond Ordinance as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular, and when expressed in the plural, shall also include the singular.

All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

ARTICLE 2 AUTHORIZATION OF BONDS

Section 2.1. Authorization and Approval of Documents. This Bond Ordinance is hereby adopted and approved, under authority of (i) the Act, (ii) the general laws and the Constitution of the Commonwealth, including Sections 158 and 159 of such Constitution and (iii) applicable decisions of the appellate courts of the Commonwealth. All actions of the Revenue Commission, the Issuer, and their respective staffs in the structuring, staffing, planning and preparation of all documentation for the issuance of the Bonds are hereby authorized and ratified.

All appropriate officers of the Issuer and all appropriate employees or agents of the Issuer are hereby authorized to approve and to execute, acknowledge and deliver on behalf of the Issuer any and all papers, instruments, certificates, affidavits and other documents, and to do and cause to be done any and all acts and things necessary or proper for entering into and effecting this Bond Ordinance and the documents herein authorized and contemplated relating to the issuance of the Bonds, including but not limited to the Disclosure Agreement, the Escrow Agreement, the Paying Agency Agreement and the Sale Certificate.

Section 2.2. Approval of Use of Proceeds and Authorization for the Bonds; Designation of Bond Counsel and Financial Advisor; Ratification of Official Intent. The financing of the Project and the refunding of the Refundable Bonds is hereby approved, ratified and affirmed to be necessary and desirable, and to accomplish such purpose the Issuer hereby determines, subject to the acceptance of an acceptable bid or bids for the purchase of each series of Bonds pursuant to the Official Terms and Conditions of Bond Sale substantially in the forms approved in this Bond Ordinance.

The Issuer is authorized to issue and sell (i) its Series 2014D Bonds in a principal amount not to exceed \$12,450,000; (ii) its Series 2014E Notes in a principal amount not to exceed \$23,650,000; and (iii) its Series 2014F Bonds in a principal amount not to exceed \$24,050,000, the exact amount to be specified by the Issuer in the Sale Certificate accepting the successful bid for each series of Bonds at the recommendation of the Financial Advisor to the Issuer based on the bond market at the time of sale of the Bonds.

Any previously expressed intent by the Issuer to proceed with the Project and to be reimbursed for amounts contributed by the Issuer or otherwise paid in connection with the Project is hereby ratified and affirmed. It is further acknowledged, ratified and confirmed that it is the official intent of the Issuer that costs of the Project may be paid from existing available funds of the Issuer prior to the issuance of the Bonds. The Issuer reasonably expects and intends to be reimbursed for such expenditures from the proceeds of the Bonds. Nothing in this Bond Ordinance, however, shall commit or require the Issuer to issue Bonds in any amount, and the

Underwriters shall have no rights with respect to this Bond Ordinance or the Bonds, unless and until the Bonds shall be sold and delivered pursuant to Section 4.1 hereof; and in this regard the Issuer expressly reserves the right to refuse to issue Bonds, for any reason whatsoever in the sole discretion of the Issuer.

The law firm of Rubin & Hays is designated as Bond Counsel in connection with the Bonds. The firm of J.J.B Hilliard, W.L. Lyons, LLC is designated as Financial Advisor in connection with the Bonds.

Section 2.3. Designation of Bonds. Pursuant to the Act, there is hereby established and created one or more series of Bonds of the Issuer to be known and designated as follows:

(a) Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2014D;

(b) Louisville/Jefferson County Metro Government General Obligation Notes, Series 2014E; and

(c) Louisville/Jefferson County Metro Government General Obligation Refunding Bonds, Series 2014F;

The Bonds shall be issued as hereinafter provided, subject to the successful sale thereof pursuant to Section 4.1 hereof.

ARTICLE 3 THE BONDS

Section 3.1. Term, Form and Execution of Bonds. Each series of the Bonds shall initially be dated as of the date of delivery, or (on the recommendation of the Financial Advisor to the Issuer hereinafter identified) as of any other date as may be authorized by separate resolution of the Issuer or such other date as may be determined by the Chief Financial Officer of the Issuer upon the recommendation of the Financial Advisor to the Issuer, and shall bear interest payable on each Payment Date.

The Bonds shall be issued and reissued by the Bond Registrar, from time to time, only as fully registered bonds without coupons in the Authorized Denominations, all as set forth in the respective form of Bonds which shall be in substantially the forms attached hereto as Exhibit A and shall contain a statement pursuant to KRS 66.021(2)(a), to the effect that the Bonds are issued or entered into under or pursuant to authorizing provisions of law. The Bonds shall initially be issued in Book-Entry Form and registered in the name of the Securities Depository or the Securities Depository Nominee as provided in Section 3.10 of this Bond Ordinance. Unless the Issuer shall otherwise direct, the Bonds shall be numbered serially from 1 upwards or as the Bond Registrar may determine.

The Bonds shall bear interest, to be set by a public sale, from the date of their issuance, payable on the Interest Payment Dates. The total principal amount and the maturities of the Bonds shall be finally determined in accordance with the provisions of Section 4.1 hereof.

The Bonds shall be executed for and on behalf of the Issuer by the manual or reproduced facsimile signature of the Mayor of the Issuer and by the manual or reproduced facsimile signature of the Chief Financial Officer of the Issuer, and shall be imprinted with a manual or facsimile of the Seal of the Issuer.

The official signatures of said officials of the Issuer shall be valid and binding notwithstanding that before delivery of the Bonds and payment therefor any and all persons whose signatures appear thereon shall have ceased to be such officers.

Section 3.2. General Obligation and Liability of Issuer; Tax Levy and Pledge. The Bonds are general obligations of the Issuer and the full faith, credit and taxing power of the Issuer are hereby irrevocably pledged to the prompt payment of the principal of and interest (and premium, if any) on the Bonds when due.

As general obligations of the Issuer, the Bonds shall be and hereby are declared to be payable in accordance with the Act from all lawfully available Pledged Receipts (including, but not by way of limitation, any moneys attributable to Bond proceeds or the income from the temporary investment thereof, moneys held in the Funds and Accounts and any other moneys held by the Bond Registrar for the benefit of the Bonds); provided there shall be no impairment of the express contract rights, if any, of the holders of outstanding bonds of the Issuer. No liability shall attach to the officials or representatives of the Issuer for the payment of principal, interest or premium, if any, on the Bonds.

For the purpose of providing funds required to pay the interest on the Bonds (as well as all other General Obligation Debt, if any) as and when the interest becomes due and in order to create a sinking fund to pay and discharge the principal thereof (and premium, if any) as the Bonds and any other General Obligation Debt become due, and pursuant to and in compliance with (i) Section 159 of the Constitution of the Commonwealth and (ii) the Act, there shall be and there is hereby levied on all of the taxable property within the jurisdiction of the Issuer, beginning as of the date hereof and continuing in each year as long as any of the Bonds are Outstanding or any other General Obligation Debt is outstanding, a direct annual tax sufficient, to the extent other lawfully available moneys of the Issuer are not provided, for that purpose, which tax shall be unlimited as to rate or amount. The Issuer hereby covenants and pledges to levy, charge, collect, deposit and apply the proceeds of such special annual tax to the payment of such debt charges on the Bonds and any other General Obligation Debt. The Issuer acknowledges, however, that in the current fiscal year no such special tax would actually be required to be levied or collected in order for the Issuer to make payments on the Bonds (and such other General Obligation Debt, if any) when due, there being sufficient other moneys lawfully available to the Issuer for the making of such payments. The Issuer further acknowledges that in no future fiscal year does the Issuer currently expect that a special tax would actually be required to be levied or collected for the Issuer to make payments on the Bonds (and such other General Obligation Debt, if any) when due, the Issuer having projected

there shall be sufficient other moneys lawfully available to the Issuer for the making of such payments.

Any and all proceeds derived from the special annual tax authorized above and levied from time to time, together with other lawfully available moneys of the Issuer provided for the purpose, shall be deposited and carried in a separate and special account of the Issuer (specifically, the Bond Fund hereinafter provided for), held apart from all other funds of the Issuer, and shall be applied only for the purpose of paying the principal of and interest (and premium, if any) on the Bonds as provided in this Bond Ordinance and any other General Obligation Debt, if any. The proceeds of the special annual tax and the balances accumulated from time to time in the Bond Fund are hereby irrevocably pledged for the purpose of paying the principal of and interest (and premium, if any) on the Bonds and any other General Obligation Debt, if any, and shall never be used for any other purpose. The Issuer hereby covenants and pledges with the Bondholders that the Issuer will levy the special annual tax in each year at whatever rates may be necessary from time to time in order to produce the amounts required in each year, to the extent funds are not otherwise provided, to pay the principal of and interest (and premium, if any) on the Bonds and such other General Obligation Debt, if any, when due.

If principal or interest (or premium, if any) on the Bonds or any other General Obligation Debt should fall due in any year at a time when there are insufficient funds on hand, collected by reason of the foregoing special tax levy, such principal and interest (and premium, if any) shall be paid from other available funds of the Issuer and reimbursement therefor shall be made out of the special tax hereby provided, when the same shall have been collected.

This Bond Ordinance also constitutes a continuing appropriation from such taxes and all other lawfully available Pledged Receipts, of the sum annually necessary to pay the principal of and interest (and premium, if any) on the Bonds and such other General Obligation Debt when due. The Revenue Commission is hereby authorized to collect occupational taxes and any other amounts received by or on behalf of the Issuer, and to apply the same to the payment of debt charges on the Bonds and such other General Obligation Debt and all other obligations due or coming due under the Bond Ordinance or otherwise with respect to such General Obligation Debt.

Payment of the principal of and interest (and premium, if any) on the Bonds and such other General Obligation Debt when due in accordance with the foregoing provisions is subject only to the prior application of the Pledged Receipts in accordance with the express contract rights, if any, of the holders of outstanding bonds of the Issuer, as provided pursuant to the Act.

Section 3.3. Appointment of Bond Registrar and Paying Agent. Old National Trust Company, Evansville, Indiana, is hereby designated as the Bond Registrar and Paying Agent and the Issuer is hereby authorized to enter into the Paying Agency Agreement for the purpose of setting forth the duties and responsibilities of the Paying Agent.

Section 3.4. Procedures in Respect of Registration and Transfer of Bonds; Payment of Principal and Interest. The Bond Registrar may treat for all purposes the person in whose

name any Bond is registered on the Record Date, on the registration books kept by the Bond Registrar, as the absolute owner thereof.

Interest on each Bond not registered in Book-Entry Form to a Securities Depository shall be payable by check mailed by the Bond Registrar to the Holder thereof as of the Record Date, at the address shown on the registration books kept by the Bond Registrar or at such other address as is furnished to the Bond Registrar in writing by such Holder. The principal of and premium, if any, on the Bonds not registered in Book-Entry Form to a Securities Depository shall be payable, without exchange or collection charges, in lawful money of the United States of America on their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption or acceleration, at the principal trust office of the Bond Registrar. On request of a Holder of at least \$1,000,000 in aggregate principal amount of the Bonds, all payments of principal of, premium, if any, or interest on the Bonds shall be paid by wire transfer in immediately available funds to an account designated by such Holder.

Principal of, premium, if any, and interest on Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee shall be payable by wire transfer from the Bond Registrar to the Securities Depository or its nominee. So long as any Bonds remain Outstanding, the Bond Registrar shall keep and maintain at its principal trust office complete registration records in respect of the Bonds and shall provide for the registration of transfer and exchange of the Bonds in accordance with the terms of this Bond Ordinance, subject to such reasonable procedures and regulations as the Bond Registrar may prescribe.

Except as may be otherwise provided in Section 3.10 below for Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Bond shall be transferable or exchangeable only on the presentation and surrender thereof at the principal trust office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Holder or his authorized representative.

Except as may be otherwise provided in Section 3.10 below for Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, Bonds shall be exchangeable for a Bond or Bonds of the same maturity, and interest rate and in Authorized Denominations, within a single maturity, in an aggregate principal amount or amounts equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Bond Registrar shall be and is hereby authorized to authenticate, deliver and exchange Bonds in accordance herewith. Each Bond delivered in exchange for a surrendered Bond shall constitute an original contractual obligation of the Issuer and shall be entitled to the benefits and security of this Bond Ordinance to the same extent as the Bond or Bonds in lieu of which any Bond is delivered in exchange. Any Bonds surrendered for exchange shall be cancelled by the Bond Registrar and the Bond Registrar shall maintain a complete record of all exchanges, transfers and cancellations of Bonds and shall make a report thereof to the Issuer on request.

Except as may be otherwise provided in Section 3.10 below for Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, no service charge or other transfer fee shall be charged in connection with any transfer

or exchange of a Bond. However, the registered owner of any Bond may be required to pay an amount equal to any tax or other governmental charge, if any, that may be imposed in connection with the transfer or exchange of any Bond.

The Bond Registrar shall not be required to transfer or exchange any Bond for the period beginning 15 days prior to the selection by the Bond Registrar of Bonds to be redeemed prior to maturity and ending on the date of mailing of notice of any such redemption.

Section 3.5. Authentication of Bonds. The Bond Registrar shall evidence the acceptance of its duties as Bond Registrar with respect to the Bonds by executing the authentication certificate appearing on each of the Bonds. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under the Bond Ordinance unless and until a certificate of authentication on such Bond substantially in the form appearing on the form of the Bonds attached to this Bond Ordinance as Exhibit A shall have been duly executed by the Bond Registrar, and such executed certificate of the Bond Registrar on any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Ordinance. The Bond Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 3.6. Loss, Theft, Destruction or Mutilation of Bonds. On the receipt by the Issuer and the Bond Registrar of evidence satisfactory to them of the loss, theft, destruction or mutilation of any Outstanding Bonds, and of indemnity satisfactory to them, and on surrender and cancellation of such Bond if mutilated, the Issuer may execute and the Bond Registrar may authenticate and deliver, on the lapse of such period of time as they may deem advisable, a new Bond of like series, tenor and maturity bearing the same or different serial number, to be issued in lieu of such lost, stolen, destroyed or mutilated Bond. The Issuer and the Bond Registrar may require the payment of costs for each new Bond issued under this Section, and the furnishing of indemnity satisfactory to the Issuer and the Bond Registrar. The Bond Registrar shall incur no liability for anything done by it under this Section in the absence of gross negligence or fault.

Section 3.7. Optional Redemption. The Series 2014D Bonds maturing on and prior to December 1, 2024, shall not be subject to redemption prior to maturity. The Series 2014D Bonds maturing on and after December 1, 2025, are subject to redemption prior to maturity, upon notice mailed to the Registered Owners as provided hereinafter, in whole or in part, on any date on and after December 1, 2024, and in any order of maturities (less than all of a single maturity to be selected by lot), at a redemption price equal to 100% of the principal amount redeemed on the redemption date.

The Series 2014E Notes are not subject to optional redemption prior to maturity.

The Series 2014F Bonds maturing on and prior to November 1, 2024, shall not be subject to redemption prior to maturity. The Series 2014F Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity, upon notice mailed to the Registered Owners as provided hereinafter, in whole or in part, on any date on and after November 1, 2024, and in

any order of maturities (less than all of a single maturity to be selected by lot), at a redemption price equal to 100% of the principal amount redeemed on the redemption date.

Section 3.8. Mandatory Sinking Fund Redemption. The Term Bonds, if any, must be mandatorily redeemed on the respective Payment Date in each of the respective years set forth in the mandatory redemption schedule set forth in the Sale Certificate. The Term Bonds to be so redeemed shall be selected by the Bond Registrar by lot in such manner as may be determined in the discretion of the Bond Registrar. Such Term Bonds due shall be so mandatorily redeemed at 100% of the aggregate principal amounts specified in accordance with the provisions of Section 4.1 hereof for each year plus accrued interest to the respective dates of mandatory redemption.

In lieu of mandatory redemption as set forth above, the Issuer, or the Bond Registrar on behalf of the Issuer, to be exercised at least 45 days prior to the date for application of the mandatory redemption of the Term Bonds, may purchase Bonds subject to mandatory sinking fund redemption, at the most advantageous price obtainable, such price not to exceed the principal amount thereof plus accrued interest to date of delivery of such Bonds. Payment shall be made on the date of delivery of any Bonds so purchased by the Bond Registrar from moneys made available to the Bond Registrar by the Issuer. Any Bonds so purchased by the Issuer shall be submitted to the Bond Registrar for cancellation.

The purchase of such Bonds in the market or cancellation of such Bonds presented by the Issuer pursuant to this Section shall be used to reduce the amount of Bonds of such maturity to be called by the Bond Registrar on the next succeeding mandatory redemption date. If the Bonds of such maturity so purchased and cancelled exceed the amount of such Bonds subject to sinking fund redemption on the next such mandatory redemption date, such excess may be used to reduce future sinking fund installments of Bonds of such maturity in any manner designated by the Issuer. Notice of such designation shall be provided to the Bond Registrar.

Section 3.9. Notice of Redemption. The Paying Agent shall give notice of redemption by first class mail, postage prepaid, mailed not less than 25 nor more than 60 days prior to the redemption date to each Holder of Bonds to be redeemed or tendered at the address of such Holder appearing in the Bond Register, and also to such other Persons as the Issuer shall deem appropriate.

Neither the failure of any Holder to receive notice mailed as provided herein nor any defect in notice so mailed shall affect the validity of the proceedings for redemption in accordance with this Bond Ordinance.

All notices of redemption 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 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) 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;

(v) the place or places where such Bonds must be surrendered for payment of the redemption price thereof; and

(vi) such additional information as the Issuer or the Paying Agent shall deem appropriate.

In the case for an optional redemption pursuant to the Bond Ordinance, 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 Paying Agent 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 Holder of the Bonds in accordance with the procedures set forth in this Section, 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.

Section 3.10. Securities Depository; Ownership of Bonds. (a) Except as provided in paragraph (b) of this Section 3.10, the Bonds shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof. Initially, the Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Except as provided in paragraph (b) below of this Section 3.10, the Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Issuer or to a nominee of such successor Securities Depository. As to any Bond, the person in whose name the Bond shall be registered shall be the absolute owner thereof for all purposes, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or on the order of the registered owner thereof or his legal representative.

Neither the Issuer nor the Bond Registrar shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the Bonds;

(ii) the delivery to any Agent Member, any beneficial owner of the Bonds or any other person, other than the Securities Depository, of any notice with respect to the Bonds; or

(iii) the payment to any Agent Member, any beneficial owner of the Bonds or any other person, other than the Securities Depository, of any amount with respect to the principal, premium, if any, or interest on the Bonds.

So long as any Bonds are registered in Book-Entry Form, the Issuer and the Bond Registrar may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Bonds for all purposes whatsoever, including without limitation:

(i) the payment of principal, premium, if any, and interest on the Bonds;

(ii) giving notices of redemption and other matters with respect to the Bonds;

(iii) registering transfers with respect to the Bonds;

(iv) selection of Bonds for redemption; and

(v) for purposes of obtaining consents under this Bond Ordinance.

Notwithstanding the definition of the term Bondholder, Bondowner, Holder or Owner herein, as referencing registered holders of the Bonds, the Bond Registrar shall be entitled to rely on written instructions from a majority of the beneficial owners of the Bonds with reference to consent, if any, required from Holders pursuant to the terms of this Bond Ordinance.

If at any time the Securities Depository notifies the Issuer that it is unwilling or unable to continue as Securities Depository with respect to the Bonds, or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Securities Depository is not appointed by the Issuer within 90 days after the Issuer receives notice or becomes aware of such condition, as the case may be, then this Section 3.10 shall no longer be applicable and the Issuer shall execute and the Bond Registrar shall authenticate and deliver certificates representing the Bonds to the Bondholders.

Payment of principal, premium, if any, and interest on any Bonds not registered in Book-Entry Form shall be made as provided in Section 3.4 hereof.

ARTICLE 4
SALE AND DELIVERY OF BONDS

Section 4.1. Sale of the Bonds. The Bonds shall be sold at a publicly advertised sale, upon the basis of sealed bids, at such time as the Chief Financial Officer may deem desirable. The Mayor and the Chief Financial Officer, are hereby authorized to prepare such Notice of Bond Sale, substantially in the form of Exhibit C attached hereto, Official Terms and Conditions of Bond Sale, substantially in the form of Exhibit D attached hereto, Bid Form, substantially in the form of Exhibit E attached hereto, and an Official Statement, in the customary forms as may be necessary or desirable, without further action being taken, after the execution of this instrument is authorized.

A suggested form of Preliminary Official Statement having been prepared by the Financial Advisor, and the same having been found to be in satisfactory form and to contain accurate information concerning the Issuer and the Bonds, the same is hereby authorized, approved and ordered to be distributed to potential bidders for the Bonds. The Mayor and the Chief Financial Officer are hereby authorized to execute the appropriate certification evidencing the approval of such Preliminary Official Statement and a final Official Statement at the time of and/or after the acceptance of the successful bid for the purchase of the Bonds.

If, for any reason, it is determined that no bids should be accepted when the Current Bonds are first offered for public sale, then, upon recommendation of the Financial Advisor, the Mayor shall be authorized to approve a change in the required minimum bid price, and also to change the date and hour of the sale (upon observing all notice requirements of Kentucky law), and the Mayor and/or Metro Clerk are further authorized to readvertise such Current Bonds for public sale and to approve a revised Notice of Bond Sale, Bid Form, and Official Terms and Conditions of Sale of Bonds, and to distribute same to prospective bidders, without the necessity of the Governing Body taking any further action or granting any further authority for such proceedings.

Said bids shall be received in the Chief Financial Officer's office, or such other place as may be designated. The Chief Financial Officer is hereby authorized to accept the successful bid(s), determine, establish and set the aggregate principal amount of each series of Bonds to be issued, the principal maturities and any mandatory sinking fund redemptions of the Bonds, the exact rates of interest which said Bonds shall bear, which rates of interest may be either a fixed rate or rates or a variable rate based on a percentage of an easily identifiable and calculable index formula, and the interest rates on the Bonds shall be automatically set at the rates set out in the Sale Certificates, without the necessity of any further action by the Issuer or the Metro Council fixing said rates, provided however that the successful bid for the Series 2014D Bonds and Series 2014E Notes shall not have a true interest cost in excess of 5% per annum and the successful bid for the Series 2014F Bonds shall not have a true interest cost in excess of 5% per annum.

All actions of the Issuer and its officers and staff in the structuring, staffing, planning and preparation of all documentation for the issuance of the Bonds are hereby authorized and ratified.

Section 4.2. Provisions Relating to Issuance and Delivery of the Bonds. After execution on behalf of the Issuer and authentication by the Bond Registrar as prescribed in this Bond Ordinance, the Bond Registrar shall deliver the respective series of the Bonds to the Underwriters, on receipt by the Bond Registrar of:

- (i) a certified copy of the Bond Ordinance;
- (ii) the written order to the Bond Registrar by the Issuer, acting through the Mayor or Chief Financial Officer, to make delivery of the executed and authenticated Bonds on receipt by the Bond Registrar of a specified amount, which shall be in immediately available funds;
- (iii) an executed counterpart of the Disclosure Agreement;
- (iv) an executed opinion of Bond Counsel relating to the validity and enforceability of the Bonds and the excludability from gross income of interest on the Bonds as same relates to federal income taxes and the exempt status of the Bonds as same relates to Kentucky income taxes, and the exemption of the Bonds from ad valorem taxation in the Commonwealth; and
- (v) such other closing documents, showings and opinions of counsel as the Bond Registrar, Bond Counsel and the Issuer may reasonably specify.

**ARTICLE 5
APPLICATION OF BOND PROCEEDS;
SECURITY FOR BONDS; FUNDS AND ACCOUNTS**

Section 5.1. Deposit and Application of Bond Proceeds. The proceeds received by the Issuer from the sale of the Bonds shall be applied as follows:

- (i) there shall be deposited from each series of Bonds to the credit of the Cost of Issuance Account in the Project Fund sufficient proceeds as necessary for payment of the costs incurred in connection with the issuance of the Bonds;
- (ii) there shall be deposited from the Series 2014D Bonds and the Series 2014E Notes to the credit of the Project Fund the remaining proceeds thereof to pay the costs associated with the acquisition, construction and equipping of the Project;
- (iii) there shall be paid to the Escrow Agent, from the proceeds of the Series 2014F Bonds, such moneys as required by the Escrow Agreement to refund the Refundable Bonds;
- (iv) there shall be deposited from each series of Bonds to the credit of the Bond Fund any remaining proceeds after the deposit and payments made as set forth above.

Section 5.2. Pledge of Proceeds of Bonds on Deposit in Project Fund. There is hereby pledged to the payment of the principal of, interest on, and any premium on the redemption of, the Bonds, the proceeds of the sale of the Bonds on deposit in the Project Fund, until expended for the Project, and any income from the investment thereof.

Section 5.3. Pledge of Pledged Receipts. There is hereby pledged to the payment of the principal of, interest on, and any premium for the redemption of, the Bonds, the Pledged Receipts received by the Issuer and all Funds and Accounts established by and in accordance with the provisions of this Bond Ordinance, including the investment income, if any, of Funds and Accounts established by this Bond Ordinance, all in accordance with the terms and provisions of the Bonds and this Bond Ordinance, and there is hereby created in favor of the Bonds, a lien, pledge and charge on all of the Pledged Receipts over and ahead of all other bonds not contemplated by this Bond Ordinance payable from the Pledged Receipts which may be hereafter issued, and over and ahead of all other claims or obligations of any nature against the Pledged Receipts hereafter arising or hereafter incurred. The Issuer covenants and agrees that the pledge under this Section 5.3 shall be valid and binding from and after the date of the issuance, sale and delivery of the Bonds issued pursuant to this Bond Ordinance, and all such money and securities so pledged shall be subject to the lien of this pledge without any physical delivery thereof, or any further action by the Issuer.

Section 5.4. Cost of Issuance Account. There is hereby created the Cost of Issuance Account, to be established and maintained at a national bank or Kentucky banking corporation by the Chief Financial Officer as a separate account within the Project Fund under this Bond Ordinance. The Issuer will, at the delivery of the Bonds, cause to be deposited with the Chief Financial Officer into the Cost of Issuance Account from Bond proceeds a sum sufficient to pay any and all duly authorized expenses of the issuance of the Bonds, including legal and accounting fees and expenses, financial advisors' fees and expenses, printing costs, fees of bond rating agencies, and initial fees and expenses of the Bond Registrar in connection with the issuance of the Bonds. On the payment or reimbursement of all costs of issuance of the Bonds, any proceeds of such Bonds or any investment earnings thereof remaining in the Cost of Issuance Account shall be transferred by the Chief Financial Officer to the Bond Fund.

Section 5.5. Bond Fund. There is hereby recognized and there shall be maintained, with the Revenue Commission, at any time while the Bonds are outstanding, a Bond Fund, which shall constitute a "sinking fund" within the meaning of KRS 66.081(1) which is pledged for the retirement of the General Obligation Debt. The Issuer covenants and agrees that it shall set aside as received and pay into the Bond Fund, all or such portion of the Pledged Receipts as will be sufficient to pay when due, in immediately available funds, the principal of, premium, if any, and interest on all Bonds Outstanding hereunder and all other General Obligation Debt, in each of the foregoing cases at or before their maturity or earlier proceedings for redemption. No further payment need be made to the Bond Fund when, and so long as, the aggregate amount therein is sufficient to retire all of the Bonds then Outstanding, plus the amount of interest due and thereafter to become due on such Bonds on and prior to such retirement, together with redemption premium, if any.

The Bond Fund shall be maintained for and on behalf of the Issuer, at a national bank or Kentucky banking corporation, by the Revenue Commission, or shall from time to time be maintained in such other manner by or on behalf of the Issuer as shall be provided for in the proceedings of the Issuer, as a separate and special fund, apart and distinct from all other funds of the Issuer or the Revenue Commission. Separate account statements with respect thereto shall at all times be kept and maintained. On each Payment Date, there is hereby authorized and directed to be withdrawn and made available out of the Bond Fund a sufficient amount to pay the principal of; premium, if any, and interest on the Bonds and any other General Obligation Debt becoming due on such Payment Date, including Bonds redeemed pursuant to the optional or mandatory redemption provisions of this Bond Ordinance

Section 5.6. Project Fund. There is hereby created and established a Project Fund which shall be established and maintained for and on behalf of the Issuer at a national bank or Kentucky banking corporation by the Chief Financial Officer, or shall from time to time be maintained in such other manner by or on behalf of the Issuer as shall be provided for in the proceedings of the Issuer, as a separate and special fund, apart and distinct from all other funds of the Issuer. Separate account statements with respect thereto shall at all times be kept and maintained. The Project Fund shall be used solely for payment of costs of issuance of the Bonds and for payment of the costs associated with the Project except as hereinbelow provided. As provided in Section 5.4 above, on the payment or reimbursement of all costs of issuance of the Bonds, as certified by the Chief Financial Officer, any proceeds of such Bonds or any investment earnings thereof remaining in the Cost of Issuance Account shall be transferred to the Bond Fund.

Section 5.7. Investment of Funds. Moneys from time to time in any Fund or Account, pending disbursement for the purposes of each Fund and Account, shall be invested or reinvested from time to time on order of the Issuer in Investment Obligations. Investments of moneys held in the Project Fund shall be made in such manner as to make cash available in the Project Fund for disbursement as and when required to pay acquisition, construction, and equipping of Project. Investments of moneys held in the Bond Fund shall be made in such manner as to make cash available in the Bond Fund for disbursement as and when required to pay interest on and principal and premium, if any, of the Bonds as and when the same become due.

ARTICLE 6 SPECIAL COVENANTS

Section 6.1. Maximum Percentages of Net Indebtedness. The Issuer covenants not to incur "net indebtedness" (within the meaning of the Act) to an amount exceeding any applicable limitation based on the value of taxable property within the Issuer's corporate limits and jurisdiction, as estimated by the last certified assessment previous to the incurring of the indebtedness.

Section 6.2. Use of Bond Proceeds. Notwithstanding anything in this Bond Ordinance to the contrary, the Issuer, may, at its sole discretion, change, substitute, or otherwise modify the use and expenditure of the proceeds of the Bonds issued hereunder to the extent permitted by the

Act; provided that any such change, substitution or modification shall not cause the Issuer to be in violation of Article 7 hereof.

ARTICLE 7 TAX COVENANTS

Section 7.1. Arbitrage Covenant. (a) In this Section unless a different meaning clearly appears from the context:

(i) Reference to a provision of the Code by number or letter includes reference to any law hereafter enacted as an amendment to or substitution for such provision; and

(ii) Words which are used herein and in the Code shall have the meaning given to such words in or pursuant to the Code.

(b) The Issuer shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Bonds shall, for the purposes of federal income taxation, be excludable from gross income of the Holders.

(c) The Issuer shall not permit at any time or times any of the proceeds of the Bonds to be used to acquire or to replace funds which were used directly or indirectly to acquire any securities or obligations which are "higher yielding investments," the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Code.

(d) In order to assure compliance with this Section 7.1, thereby better securing and protecting the Holders, the Issuer from the date of adoption of this Bond Ordinance covenants that it will not make or cause to be made any investment of the proceeds of Bonds that produces a yield in excess of such applicable maximum yield as may be permitted by the Code, and invest or cause the Chief Financial Officer to, and the Chief Financial Officer shall not, independent of any direction of the Issuer, invest monies in any fund created by this Bond Ordinance and allocable to the Bonds, in investment obligations that produce a yield in excess of such applicable maximum yield as may be permitted by the Code.

(e) The Issuer further covenants that prior to the issuance of any of the Bonds, and as a condition precedent to such issuance, the Issuer shall certify by issuance of a certificate by an authorized officer having responsibility for the receipt, disbursement, use and investment of the proceeds of the Bonds that, on the basis of the facts, estimates and circumstances in existence on the date of issue of the Bonds it is not expected that the proceeds of the Bonds will be used in a manner that would cause such obligations to be arbitrage bonds.

(f) The Issuer further covenants that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds.

(g) Notwithstanding any provision of this Section, if the Issuer shall receive an opinion of nationally recognized bond counsel to the effect that any action required under this Section is no longer required, or to the effect that some other action is required, to maintain the exclusion from gross income of the interest on the Bonds pursuant to Section 103(a) of the Code, the Issuer may rely conclusively on such opinion in complying with the provisions hereof.

Section 7.2. Additional Tax Covenants. (a) In this Section unless a different meaning clearly appears from the context:

(i) Reference to a provision of the Code by number or letter includes reference to any law hereafter enacted as an amendment to or substitution for such provision; and

(ii) Words which are used herein and in the Code shall have the meaning given to such words in or pursuant to the Code.

(b) The Issuer has previously covenanted, in Section 7.1(b) hereof, that the Issuer shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Bonds shall, for the purposes of federal income taxation, be excludable from gross income of the Holders.

(c) In furtherance of the foregoing covenant, the Issuer further hereby covenants as follows, with respect to any Bonds that: (i) no portion of the payment of the principal of or interest on the Bonds is under the terms of such bond issue, or under any underlying arrangement, directly or indirectly secured by an interest in property used or to be used for a private business use (or by an interest in payments in respect of such property), or to be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use; and (ii) none of the proceeds of the Bonds are to be used (directly or indirectly) to make or finance loans to persons other than governmental units, all within the meaning of section 141 of the Code, in any of such cases unless such use or other arrangement will not cause the interest on the Bonds to be included in gross income for federal income tax purposes.

ARTICLE 8 DEFAULT AND REMEDIES

Section 8.1. Events of Default. Each of the following events is hereby defined as and shall constitute an "Event of Default":

(a) Failure to pay any installment of interest on the Bonds when the same shall become due and payable or within thirty (30) days thereafter (or within such period, shorter than thirty (30) days, if any, as may be permitted in the Bonds);

(b) Failure to pay the principal of, or premium, if any, on any Bond when due and payable, at maturity or on redemption; and

(c) Default by the Issuer in the due or punctual performance or observance of any other covenants, pledges, conditions, provisions or agreements of the Issuer contained in the Bond Ordinance or in the Bonds, and the continuance thereof for a period of thirty (30) days; provided that if such default can be corrected but not within such thirty-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer within such period and diligently pursued until the default no longer exists.

Section 8.2. Enforcement of Remedies. On the happening and continuance of any Event of Default, then and in every case any Bondholder, either at law or in equity, by suit, action, mandamus or other proceedings, may enforce and compel performance by the Issuer and its officers and agents of all duties imposed under the Act, under other applicable law, if any, under the Bonds, and under this Bond Ordinance, including the levying and collection of sufficient taxes and the application thereof to the payment of principal of and interest (and premium, if any) on the Bonds in accordance with the provisions of this Bond Ordinance and the Bonds.

Section 8.3. Notice of Default. The Bond Registrar shall as promptly as practicable mail, to the Issuer and the Holders of Bonds, written notice of the occurrence of any Event of Default known to the Bond Registrar. The Bond Registrar shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail any notice required by this Section.

Section 8.4. Delay or Omission. No delay or omission of any holder of the Bonds to exercise any right or power arising on any default shall impair any right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy afforded by this Article 8 and every additional power and remedy, if any, afforded by the terms of the Bonds to the Holders of the Bonds may be exercised from time to time and as often as may be deemed expedient by the Bondholders.

Section 8.5. Waivers of Events of Default. Any Bondholder, may on behalf of such Holder waive any past default under this Bond Ordinance or under the Bonds and the consequences thereof; and in case of any such waiver, the Issuer, the Bond Registrar and such Bondholder shall be restored to their former positions and rights hereunder and under the Bonds respectively, but no such waiver shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 8.6. Termination of Proceedings. If any Bondholder shall have proceeded to enforce any right due to any Event of Default and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bondholder, then and in every case the Issuer, the Bond Registrar and the Bondholder shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and all rights of such Bondholder shall continue as if no such proceedings had been taken.

Section 8.7. Remedies Not Exclusive. No remedy by the terms of this Bond Ordinance or the Bonds conferred on or reserved to the Holders of the Bonds is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Bond Ordinance as now or hereafter existing at law or in equity or by statute.

ARTICLE 9 THE BOND REGISTRAR

Section 9.1. Appointment and Acceptance of Duties of Bond Registrar. The Bond Registrar is appointed in Section 3.3 hereof as the Bond Registrar; and it shall signify its acceptance of the duties and obligations imposed on it by this Bond Ordinance by executing the certificate of authentication on the Bonds and by entering into the Paying Agency Agreement with the Issuer.

Section 9.2. Responsibilities of the Bond Registrar. The Bond Registrar shall have no responsibility with respect to the validity of the Bonds hereby authorized or the legal sufficiency of the proceedings for their issuance. The Bond Registrar shall not have any obligation, except as otherwise provided herein or in the Paying Agency Agreement, to assure that any duties herein imposed on the Issuer or covenants or agreements herein contained on behalf of said Issuer are performed. All compensation to the Bond Registrar for services leading up to and including authentication of the Bonds may be paid from the proceeds of the Bonds. Compensation for any service, cost or expense, including fees of its counsel, thereafter rendered or incurred by the Bond Registrar, in its capacity as Bond Registrar, shall be billed to and paid by the Issuer from time to time.

No implied covenants shall be read in this Bond Ordinance against the Bond Registrar. The Bond Registrar may in good faith buy, sell, own, hold and deal in any of the Bonds, with like effect as if it were not the Bond Registrar. The Bond Registrar may act as depository for, or permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Bond Ordinance, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds outstanding.

The Bond Registrar shall be protected and shall incur no liability in acting in good faith on any ordinance, order, resolution, notice, telegram, request, consent, certificate, affidavit, voucher, bond or other paper or document which it shall believe to be genuine and to have been passed or signed by the proper board or persons. The Bond Registrar shall not be bound to recognize any person as a holder of any Bond or to take any action at such person's request unless such Bond shall be submitted to the Bond Registrar for inspection, if required, and title thereto established to the satisfaction of the Bond Registrar, if disputed.

The Bond Registrar may in relation to this Bond Ordinance act on the opinion or advice of any attorney, accountant or other expert, whether retained by the Issuer or by the Bond

Registrar, and shall not be responsible for anything suffered or done by it in good faith in accordance with any such opinion or advice. On written request of the Issuer, the Bond Registrar, not less than annually, shall make a written report to the Issuer, which report shall list the then Outstanding Bonds and shall report in detail as to any redemptions in respect of the Bonds. If requested, said written reports shall be furnished not less than thirty (30) days prior to each July 1 so long as any Bonds remain outstanding. The Issuer in its discretion may request the Bond Registrar to furnish other reports.

The Bond Registrar shall be under no obligation to institute any suit, or to take any remedial proceeding under this Bond Ordinance, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. The Bond Registrar may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as Bond Registrar without indemnity, and in such case the Issuer shall reimburse the Bond Registrar from the Pledged Receipts for all costs and expenses, outlays and reasonable counsel fees and other reasonable disbursements properly incurred in connection therewith, as provided in Section 9.4 hereof.

Section 9.3. No Obligation to Insure. The Bond Registrar shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Issuer, or to report, or make or file claims or proof of loss for, any loss or damage insured against or which may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, if any, or to require any such payment to be made. The Bond Registrar shall have no responsibility in respect of the validity or sufficiency of this Bond Ordinance or the due execution or acknowledgment thereof, or in respect of the validity of the Bonds or the due execution or issuance thereof. The Bond Registrar shall be under no obligation to see that any duties herein imposed on the Issuer or any party other than itself, or any covenants herein or therein contained on the part of any party other than itself be done or performed, and the Bond Registrar shall be under no obligation for failure to see that any such duties or covenants are done or performed.

The Bond Registrar shall not be liable or responsible because of the failure of the Issuer or any of the employees or agents thereof to make any collections or deposits or to perform any act herein required of the Issuer or because of the loss of any moneys arising through the insolvency or the act, default or omission of any other depository in which such moneys shall have been deposited under the provisions of this Bond Ordinance. The Bond Registrar shall not be responsible for the application of any of the proceeds of the Bonds or any other moneys deposited with it and paid out, withdrawn or transferred hereunder, if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Bond Ordinance. The immunities and exemptions from liability of the Bond Registrar hereunder shall extend to its directors, officers, employees and agents.

Section 9.4. Compensation of Bond Registrar. Subject to the provisions of any contract between the Issuer and the Bond Registrar relating to the compensation of the Bond Registrar, the Issuer shall, from the Pledged Receipts, pay to the Bond Registrar reasonable

compensation for all services performed by it hereunder and also all of its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the performance of its powers and duties hereunder, and, from the Pledged Receipts only, shall indemnify and save the Bond Registrar harmless against any claim, cost or liability which it may incur in the exercise and performance of its powers and duties hereunder.

Section 9.5. Resignation or Discharge of Bond Registrar; Successor Bond Registrar.

The Bond Registrar may resign and thereby become discharged from the duties hereby created by notice in writing given to the Issuer and to all Holders of Bonds, by first class mail at least thirty (30) days prior to the effective date of such resignation, provided that such resignation shall take effect only on the appointment of a successor Bond Registrar, and, provided further, such resignation shall take effect immediately on the appointment of a new Bond Registrar, if such new Bond Registrar be appointed and qualified before the time limit established by such notice. The Bond Registrar may be removed at any time at the written request of the Issuer or by an instrument in writing signed by the Holders of not less than a majority of the principal amount of the Bonds then outstanding.

If at any time the Bond Registrar shall resign, be removed, be dissolved or otherwise become incapable of acting or the offices of the Bond Registrar shall be taken over by any governmental official or board, or if the position of Bond Registrar shall become vacant for any reason, a successor shall be appointed by the Issuer; and unless such appointment be made within thirty (30) days after the vacancy shall have occurred, the Holders of a majority in principal amount of the Bonds then outstanding may make such appointment by an instrument in writing signed by any such Bondholders and filed with the Issuer, or the Bond Registrar, may petition a court of competent jurisdiction for the appointment of a successor. Any Bond Registrar hereafter appointed shall be a trust company or bank in good standing having trust powers and subject to examination by a federal or state authority and fill have a reported combined surplus and capital aggregating at least \$75,000,000. The Issuer shall provide notice as soon as practicable of any change in the Bond Registrar to all Holders of Bonds in the same manner as required in the first paragraph of this Section and Bonds re-registered or re-issued thereafter shall be altered or shall contain a legend identifying such successor Bond Registrar.

Every successor Bond Registrar appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereon such successor Bond Registrar, without any further act shall become fully vested with all the rights, immunities, powers, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver any instrument transferring to such successor Bond Registrar all the rights, powers and duties of such predecessor hereunder, and every predecessor Bond Registrar shall deliver all securities, moneys, documents and records held by it to its successor; provided, however, that before any such delivery is required or made, all fees and expenses of such predecessor shall be paid in full. Should any instrument in writing from the Issuer be required by any successor Bond Registrar for more fully and certainly vesting in such Bond Registrar the rights, powers and duties hereby vested or intended to be vested in the predecessor Bond Registrar, any such instrument in writing shall and will on request be executed, acknowledged and delivered by the Issuer.

ARTICLE 10 MISCELLANEOUS

Section 10.1. Provisions of the Bond Ordinance are Severable. If any one or more of the provisions of this Bond Ordinance or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Ordinance or of the Bonds, but this Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. If any court of competent jurisdiction adjudicates that any representation, covenant or undertaking of the issuer, as set forth in the Bonds or in this Bond Ordinance, would cause the Bonds to be invalid or constitute an unlawful general indebtedness of the Issuer, then such representation, covenant or undertaking shall be thereby stricken, omitted and eliminated without thereby otherwise affecting the validity or enforceability of the Bonds.

Section 10.2. Bond Ordinance is a Contract; Procedure for Amending. In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time after the sale thereof, the provisions of this Bond Ordinance shall constitute a contract between the Issuer and the Holders from time to time of the Bonds, and such provisions are covenants and agreements with such Holders which the Issuer hereby determines to be necessary and desirable for the security and payment thereof. After the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this Bond Ordinance shall be made in any manner except as provided in this Section until such time as all of the Bonds and the interest thereon have been paid in full. The provisions, covenants and agreements herein set forth to be performed on behalf of the Issuer shall be for the equal and ratable benefit, protection and security of the Holders of any and all of the Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

No Bonds may be issued under the provisions of this Bond Ordinance except in accordance with Article 2 and Article 3.

If it shall appear desirable and to the advantage of both the Issuer and the Holders of the Bonds, the Issuer shall adopt an ordinance (a "Supplemental Ordinance") altering or amending this Bond Ordinance, but providing therein that the Supplemental Ordinance shall not become effective unless and until it has received the approval of the Holders of the Bonds as hereinafter set out. Immediately on adoption of a Supplemental Ordinance a copy of the Supplemental Ordinance (or brief summary thereof or reference thereto in form approved by the Issuer) together with a request to Bondholders for their consent thereto in form satisfactory to the Issuer, shall be mailed by the Bond Registrar to Bondholders promptly after adoption. A Supplemental Ordinance shall not be effective unless and until there shall have been filed with the Bond Registrar the written consents of the Holders of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the principal amount of the Bonds then Outstanding. Any such consent shall be binding on the Holder of the Bonds after giving such consent and on any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has

notice thereof), unless such consent is revoked in writing by the Holder of such Bonds giving such consent or a subsequent Holder thereof by filing with the Bond Registrar, prior to the time when the written statement of the Bond Registrar to the Issuer provided in this Section is filed, such revocation. At any time after the Holders of the required percentages of Bonds shall have filed their consent to a Supplemental Ordinance, the Bond Registrar shall make and file with the Issuer a written statement that the Holders of such required percentages of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter, notice, stating in substance that the Supplemental Ordinance (which may be referred to as a Supplemental Ordinance adopted by the Issuer on a stated date, a copy of which is on file with the Bond Registrar) has been consented to by the Holders of the required percentages of the principal amount of the Outstanding Bonds and will be effective as provided in this Section, shall be given to Bondholders by the Issuer by mailing such notice, not more than ninety (90) days after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance and the written statement of the Bond Registrar hereinabove provided for is filed. The Issuer shall file with the Bond Registrar proof of the mailing of such notice. A transcript, consisting of the papers required or permitted by this Section to be filed with the Bond Registrar, shall be proof of the matters therein stated.

Notwithstanding the foregoing, no such modifications, alterations or amendments shall be made which will (a) permit an extension of the time of payment at maturity of the principal or of payment of the interest on any Bond, or a reduction in the amount of principal or the rate of interest thereon without the written consent of the Holder thereof or (b) reduce the percentage of Holders of Bonds required by the provisions of this Section for the taking of any action under this Section.

In addition to the foregoing, the Issuer may, without regard to the provisions hereinabove set forth in this Section, make any amendment or change herein (i) to evidence the succession of an institution as Bond Registrar or paying agent, (ii) to cure any ambiguity or to cure, correct or supplement any defective or inconsistent proceedings contained herein or in any ordinance or other proceedings pertaining hereto, (iii) to grant to or confer on the Bond Registrar for the benefit of the Holders of the Bonds any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect, (iv) to permit the Bond Registrar to comply with any obligations imposed on it by law, (v) to achieve compliance of this Bond Ordinance with any federal tax law, (vi) to maintain or improve any rating on the Bonds or (vii) for any other purpose not inconsistent with the terms of this Bond Ordinance which shall not impair the security of the Bondholders or otherwise materially adversely affect the rights of the Bondholders. The Issuer may adopt Supplemental Ordinances to accomplish the foregoing.

Section 10.3. Discharge of Bond Ordinance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds the total principal and interest due or to become due thereon, including premium, if applicable, at the times and in the manner stipulated therein and in this Bond Ordinance, then the pledge of this Bond Ordinance, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereon cease, terminate and become void and be discharged and satisfied.

Whenever there shall be held in the Bond Fund or an escrow fund established for such purpose, either (a) moneys in an amount which shall be sufficient or (b) Defeasance Obligations (as defined below) the principal of and interest on which when due (without consideration of reinvestment income) will provide moneys which, together with other moneys, if any, then on deposit in the Bond Fund or such escrow fund, shall be sufficient to pay when due the principal of, interest and redemption premium, if applicable, on the Bonds or any part thereof to and including the date on which the Bonds or any of them will be redeemed in accordance with this Bond Ordinance, or the maturity date or dates thereof, as the case may be, then and in any of said events all such Bonds shall be deemed to have been paid within the meaning and with the effect expressed above in this Section 10.3, and the Bond Registrar shall and is hereby irrevocably instructed to publish notice thereof, such notice to contain a statement that the cash and obligations as provided above are held in the Bond Fund or such escrow fund, that such Bonds are deemed to have been paid in accordance with this Section, and a statement of the maturities or redemption date or dates on which the moneys are or will become available for the payment of the amounts due. Thereafter the Bondholders shall be entitled only to payment out of the cash and obligations deposited as aforesaid.

Neither such obligations or the moneys held in the Bond Fund pursuant to this Section, nor principal or interest payments on any such obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, interest and redemption premium, if applicable, on the Bonds; provided that any cash received from such principal or interest payment on such investments if not then needed for such purpose, shall, to the extent practicable, be reinvested in the same manner, in investments maturing at times and in amounts sufficient to pay when due the principal, interest and redemption premium, if applicable, on the Bonds to and including such redemption date or maturity date thereof, as the case may be.

Section 10.4. Execution of Bond Ordinance. This Bond Ordinance has been executed for and on behalf of the Issuer in order to evidence approval by the Issuer of the provisions hereof and the obligations of the Issuer hereunder.

Section 10.5. Repeal of Conflicting Action. All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Bond Ordinance, if any, are to the extent of such conflict hereby repealed.

Section 10.6. Bond Ordinance Effective Immediately. This Bond Ordinance shall be effective immediately following its adoption.

Section 10.7. Parties Interested Herein. Nothing in this Bond Ordinance, expressed or implied, is intended nor shall be construed to confer on, or to give to any person or entity, other than the Issuer, the Bond Registrar, the Paying Agent and the Holders of the Bonds, any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Bond Registrar, the Paying Agent and the Holders of the Bonds.

ARTICLE 11
SPECIAL PROVISIONS APPLICABLE TO ISSUER

Section 11.1. Compliance with Metro Government Codified Ordinances. Subsection (B) of Section 32.450 of the Louisville/Jefferson County Metro Government Codified Ordinances provides that the Revenue Commission's obligation to pay the general obligation bonded debt of the Issuer is continued as established by law. This Section 11.1 documents that this Bond Ordinance is enacted in strict compliance with the provisions of the Louisville/Jefferson County Metro Government Codified Ordinances.

Section 11.2. Compliance with Laws. The Issuer hereby approves the issuance of the Bonds for all purposes of the Kentucky Revised Statutes, including, but not limited to, the Act. The Issuer further acknowledges that all consents or approvals required to be given by the Issuer under the provisions of the Kentucky Revised Statutes prior to the undertaking of any act including, but limited to, the Act, were duly and timely given prior thereto, as and to the extent required by law. Without limiting the generality of the foregoing, it is hereby found and determined that (i) the Bonds are issued or entered into for a public purpose, as stated in this Bond Ordinance and within any limitations prescribed by law and (ii) all the proceedings incident to issuance of the Bonds were held in compliance with law.


[SIGNATURE PAGE TO FOLLOW]


INTRODUCED, SECONDED AND GIVEN FIRST READING at a duly convened meeting of the Metro Council of the Louisville/Jefferson County Metro Government, held on October 9, 2014.

GIVEN SECOND READING AND ENACTED at a duly convened meeting of the Metro Council of the Louisville/Jefferson County Metro Government, held on October 23, 2014, signed by the President and the Clerk of the Metro Council and approved by the Mayor of the Issuer and filed and indexed as provided by law.


Stephen Ott
Metro Council Clerk

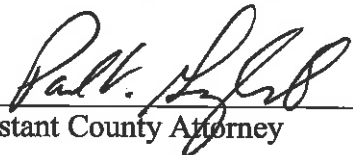


Jim King
President of the Council


Greg Fisher
Mayor


Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

By  
Assistant County Attorney



General Obligation Bond, Series 2014D, Note, Series 2014E, Refund Bond, Series 2014F, Ord. ROC nl, bkn 100714 Draft 1

CERTIFICATION

The undersigned hereby certifies that he is the duly qualified and acting Clerk of the Metro Council of the Louisville/Jefferson County Metro Government, Kentucky and that the foregoing is a true, correct and complete copy of an ordinance duly adopted by the Metro Council of said Metro Government as a duly convened meeting held on October 23, 2014, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of said Metro Government in my possession and under my control.

WITNESSETH my hand and the seal of said Metro Government as of the 31st day of October, 2014.



Stephen Ott
Clerk of the Metro Council

Seal of the Louisville/Jefferson
County Metro Government