

EXHIBIT A

[FORM OF SERIES 2016A BOND]

**UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
GENERAL OBLIGATION BOND, SERIES 2016A**

No. R-____

\$_____

Interest Rate

Maturity Date

**Original
Issue Date**

Cusip #

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Louisville/Jefferson County Metro Government (the "Issuer"), a consolidated local government corporation and political subdivision of the Commonwealth of Kentucky (the "Commonwealth"), acknowledges itself to owe, and for value received hereby promises to pay to the registered owner hereof, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon from the Original Issue Date hereof at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), payable semiannually, on June 1 and December 1 of each year commencing June 1, 2017 (each a "Payment Date"), until payment of the Principal Amount on the Maturity Date, except as the provisions hereinafter set forth with respect to prior redemption or purchase may be and become applicable hereto.

This Bond is one of a duly authorized series of fully registered bonds, numbered consecutively and designated as above, issued by the Issuer to more fully identified in a Bond Ordinance (the "Bond Ordinance") duly enacted by the Metro Council of the Issuer on August 11, 2016. Capitalized words and terms which are not defined here are defined in the Bond Ordinance, to which reference is hereby made.

The Bonds are issued or entered into under or pursuant to authorizing provisions of law, including: (i) the Bond Ordinance, (ii) authorizing provisions of the Constitution and laws of the Commonwealth, including Sections 66.011 through 66.191 of the Kentucky Revised Statutes, as amended (the "Act"), and Kentucky Constitution Sections 158 and 159 and (iii) applicable decisions of the appellate courts of the Commonwealth. Acceptance of the terms and conditions of the Bond Ordinance and the Act are a material part of the consideration for the issuance of this bond, and each holder hereof by acceptance of this Bond hereby assents to all of such terms and

conditions. This Bond shall not constitute the personal obligation, either jointly or severally, of the members of the Metro Council or the officers of the Issuer or its employees.

This Bond, by the terms of the law pursuant to which it has been issued, shall be fully negotiable.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Authentication Certificate hereon shall have been executed by the Bond Registrar.

Bonds issued under the Bond Ordinance shall be issued and reissued from time to time only as fully registered bonds without coupons in denominations of \$5,000 or any multiple of \$5,000.

Pursuant to the Bond Ordinance, the Bonds are general obligations of the Issuer and the full faith, credit and taxing power of the Issuer are irrevocably pledged to the prompt payment of the principal of and interest (and premium, if any) on the Bonds when due. Reference is made to the Bond Ordinance, for the provisions with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Bond Registrar and the Bondholders, the terms on which the Bonds are issued and the terms and conditions on which this bond will be deemed to be paid at or prior to its scheduled maturity or redemption on the making of provision for the payment thereof in the manner set forth in the Bond Ordinance.

Pursuant to the Act and the Bond Ordinance, the Bond Registrar is appointed as Bond Registrar, having the duties set forth in the Bond Ordinance. The fifteenth 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, is in the Bond Ordinance established as the record date for the Bonds (the "Record Date"). 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 designated 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 designated 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 the Bond Ordinance, subject to such reasonable procedures and regulations as the Bond Registrar may prescribe.

Payment of principal, premium, if any, and interest on any Bonds shall be made as provided in the Bond Ordinance.

Each Bond shall be transferable or exchangeable only, on the presentation and surrender thereof at the designated trust office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Holder or his authorized representative. 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 authorized to authenticate, deliver and exchange Bonds in accordance with the Bond Ordinance. 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 the 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.

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 fifteen (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.

The Bonds maturing on and prior to December 1, 2025, shall not be subject to redemption prior to maturity. The Bonds maturing on and after December 1, 2026 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 June 1, 2026, 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.

[If applicable: The Bonds due December 1, 20____, shall be subject to mandatory sinking fund redemption prior to maturity at a redemption price of 100% of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on December 1 in the years and in the principal amounts as follows:

December 1
20__
20__

Principal Amount
\$,000
,000

The Bonds due December 1, 20___, shall be subject to mandatory sinking fund redemption prior to maturity at a redemption price of 100% of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on December 1 in the years and in the principal amounts as follows:

December 120__
20__

Principal Amount
\$,000
,000]

The Bond Registrar 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 the Bond Ordinance.

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 the Bond Ordinance, 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.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution, delivery and issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; that the issuance of this bond and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any limitations prescribed by the Constitution or laws of the Commonwealth; that provision has been made for the levying and collection of an annual tax, unlimited as to rate or amount, sufficient, to the extent other lawfully available moneys of the Issuer are not provided for the purpose, to pay the principal of and interest on this bond and the series of which it is a part as and when the several Bonds and interest thereon become due and payable; and that the full faith, credit and taxing power of the Issuer are hereby irrevocably pledged for the prompt payment of this bond and the series of which it forms a part, and the interest thereon, as the same from time to time become due and payable.

IN WITNESS WHEREOF, THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, has caused this bond to be executed with the manual or reproduced facsimile signature of its Mayor and attested by the manual or reproduced facsimile signature of its Chief Financial Officer and sealed with the original or reproduced facsimile of the seal of the Issuer.

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

By (Manual or Facsimile Signature)
Mayor

Attest:

By (Manual or Facsimile Signature)
Chief Financial Officer

[SEAL]

AUTHENTICATION CERTIFICATE

This Bond is one of the issue of Bonds described and provided for in the within mentioned Bond Ordinance enacted by the Metro Council of the Louisville/Jefferson County Metro Government, authorizing the issuance of the Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2016A.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

Date of Authentication _____

By _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned Registered Owner does sell, assign and transfer unto:

_____ (name, address and social security or other identifying number of assignee) the within-mentioned Bond and irrevocably constitutes and appoints _____ to transfer the same on the Bond Register with full power of substitution in the premises.

Dated: _____

Signature

Signature Guaranteed:

Registered Owner

(NOTE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.)

(NOTE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.)

[EXHIBIT B]

FORM OF DISCLOSURE AGREEMENT

**CONTINUING DISCLOSURE AGREEMENT
OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the Louisville/Jefferson County Metro Government (the "Issuer") in connection with the issuance of its Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2016A (the "Bonds").

The Bonds are being issued by the Issuer for the purpose of financing the costs of the public projects, including costs of the acquisition, installation and maintenance of equipment and vehicles to be used by various departments and agencies of the Issuer.

The Issuer covenants and agrees as follows:

Section 1. This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Underwriters of the Bonds in complying with SEC Rule 15c2-12(b)(5) and official interpretation thereof (the "Rule").

Section 2. The Issuer agrees to provide or to cause to be provided, in a timely manner not in excess of 10 business days after the occurrence of such event, to the Electronic Municipal Market Access system ("EMMA") at <http://www.emma.msrb.org>, notice of any of the following events with respect to the Bonds;

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds;
- (g) modifications to rights of the Bondholders, if material;
- (h) Bond calls, if material and tender offers;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the Issuer;
- (m) consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake

- such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

The Issuer also agrees to provide to EMMA, as designated by the Commission in accordance with the Rule, its Comprehensive Annual Financial Report (the "Annual Report") which contains certain annual financial data of the Issuer. The financial data shall be available on or before 180 days after the end of each Fiscal Year (June 30), beginning with the Fiscal Year ending June 30, 2016 and each fiscal year thereafter.

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

If the Issuer's fiscal year changes, then the Issuer shall send a notice of such change to EMMA. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to EMMA, on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to EMMA, along with the Annual Report, provided that it is filed at or prior to the deadline described above.

Section 3. The Issuer agrees to provide or to cause to be provided in a timely manner, to EMMA, notice of a failure by the Issuer to provide the required notices set out in Section 2 above.

Section 4. The obligations of the Issuer described above will remain in effect only for such period that (i) the Bonds are outstanding in accordance with their terms and (ii) that the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule. The Issuer reserves the right to terminate its obligations to provide notices of material events as set forth above, if and when the Issuer no longer remains an obligated person with respect to the Bonds within the meaning of the Rule.

Section 5. The Issuer acknowledges that its undertaking pursuant to the Rule described in this Disclosure Agreement is intended to be for the benefit of the Bondholders (including holders of beneficial interests in the Bonds) and shall be enforceable by any Bondholder, provided that a Bondholder's right to enforce the provisions of this undertaking shall be limited to a right to obtain specific performance of the Issuer's obligations pursuant to the provisions of this undertaking, and any failure by the Issuer to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds under the Bond Ordinance. In the event of a failure of the Issuer to comply with any provision of this Disclosure

Agreement, any Bondholder may take such actions as may be necessary and appropriate to obtain specific performance by court order to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Bond Ordinance, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action to compel specific performance.

Section 6. Notwithstanding any other provision of the Bond Ordinance, the continuing disclosure requirements may be amended, if the Issuer receives an opinion of independent legal counsel to the effect that:

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

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

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

Section 7. The Issuer agrees to make publicly available its financial information and operating data. Such information regarding the Issuer can be obtained from the Chief Financial Officer of the Issuer, 611 West Jefferson Street, Louisville, Kentucky 40202.

Section 8. As of the date of this Disclosure Agreement, the Issuer is in compliance with the reporting requirements of the Rule for all undertakings for which they are an "obligated person" as defined in the Rule.

Section 9. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Underwriters of the Bonds and the Bondholders from time to time, and shall create no rights in any other person or entity.

Date: _____, 2016.

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

By _____
Mayor

By _____
Chief Financial Officer

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

By _____
Assistant County Attorney

EXHIBIT C

FORM OF NOTICE OF BOND SALE

NOTICE OF BOND SALE

The Louisville/Jefferson County Metro Government ("Louisville Metro") will until _____, 2016 at _____, E.T., and _____, E.T., respectively, receive, in the office of Chief Financial Officer of the Louisville/Jefferson County Metro Government, 611 West Jefferson Street, Louisville, Kentucky 40202, separate electronic or sealed competitive bids for the purchase of \$_____ (subject to adjustment upward in the amount of \$_____ or downward in any amount) of Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2016A (the "Bonds"), dated the date of respective issuance.

The bid for the Bonds must be received by _____, E.T.

The Bonds will be issued on a tax-exempt basis subject to certain qualifications set out in detail in the respective Official Terms and Conditions and in the Official Statement. Legal Opinion by Rubin & Hays, Louisville, Kentucky. Bid Forms, Official Terms and Conditions and the Official Statement in a form deemed to be "near final" by the Louisville Metro may be obtained from the Financial Advisor, J.J.B. Hilliard, W.L. Lyons, LLC, 500 West Jefferson Street, Louisville, Kentucky, or at: <http://pos.hilliard.com>. (Signed) Daniel Frockt, Chief Financial Officer, Louisville/Jefferson County Metro Government

EXHIBIT D

[FORMS OF OFFICIAL TERMS AND CONDITIONS OF BOND SALE]

OFFICIAL TERMS AND CONDITIONS OF BOND SALE FOR THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT GENERAL OBLIGATION BONDS, SERIES 2016A

1. Date and Hour of Award. The Louisville/Jefferson County Metro Government ("Louisville Metro") will, until _____ (E.T.) on _____, 2016, receive in the office of the Chief Financial Officer of Louisville/Jefferson County Metro Government, 611 West Main Street, Louisville, Kentucky 40202, electronic or sealed competitive bids for the purchase of \$_____ (subject to adjustment upward in the amount of \$_____ or downward in any amount) principal amount of its Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2016A, dated the date of issuance (the "Series 2016A Bonds"), maturing on _____ 1 of the years 20__ to 20__, inclusive, as set forth in the Official Statement. Minimum bid is \$_____ (____%). Bids will be opened at the stated time and then will be referred to and acted upon by Louisville Metro's Chief Financial Officer by 3:00 P.M. (E.T.) on that same day.

2. Description and Maturities of Series 2016A Bonds. The Series 2016A Bonds shall bear interest from the date of issuance, payable semiannually, on June 1 and December 1 of each year, beginning on June 1, 2017, shall be in the denomination of \$5,000 or any multiple thereof within the same maturity, are numbered R-1 and upward, and will be scheduled to mature on June 1 or December 1 in each of the respective years as set forth in Exhibit A attached hereto.

The Series 2016A Bonds are to be issued in fully registered form (both principal and interest). U.S. Bank National Association, Louisville, Kentucky, as bond registrar and paying agent (the "Bond Registrar"), will make interest payments semiannually to each Bondowner of record on the fifteenth day of the month preceding the due date. Principal will be paid upon submission of matured (or called) bonds to the Bond Registrar. Upon submission of proper assignment, the Bond Registrar will transfer ownership of Series 2016A Bonds within three (3) business days of receipt without expense to the Bondowner.

3. Optional Redemption. The Series 2016A Bonds maturing on or after December 1, 2026 are subject to redemption, in whole or in part, at any time, in any order of maturities and by lot within a single maturity, by Louisville Metro prior to their stated maturities, on any date falling on or after June 1, 2026, upon payment of 100% of the principal amount to be redeemed plus accrued interest to the date of redemption.

4. Authority and Purpose. The Series 2016A Bonds have been duly authorized by a Bond Ordinance (the "Bond Ordinance") duly enacted by the Louisville Metro Council, pursuant to the authority of and in full compliance with the Constitution and Statutes of the Commonwealth of Kentucky (the "Commonwealth"), according to authority of Chapters 158 and 159 of the Constitution of Kentucky and applicable laws, as amended, including Sections 66.011 through 66.171 of the Kentucky Revised Statutes, as amended (the "Act"), for the purpose of

financing the cost, not otherwise provided, of the acquisition, construction and equipping of public projects, including costs of the acquisition, installation and maintenance of equipment and vehicles to be used by various departments and agencies of the Issuer (the "Project") and (ii) paying all costs incident to the issuance of the Series 2016A Bonds.

5. Security. Under the terms of the Bond Ordinance, the Series 2016A Bonds constitute general obligations of Louisville Metro and the full faith, credit and taxing power of Louisville Metro is irrevocably pledged to the prompt payment of principal of, premium, if any, and interest on the Series 2016A Bonds when due. The Louisville/Jefferson County Metro Revenue Commission (the "Revenue Commission") collects occupational taxes and any other amounts received by Louisville Metro. Prior to submitting collected taxes and other revenues to Louisville Metro, the Revenue Commission is authorized to apply revenues to the Series 2016A Bonds and all other general obligation debt, in the manner and subject to all the terms and conditions of the Bond Ordinance.

In compliance with Section 159 of the Constitution of Kentucky and Act, and for the purpose of providing funds required to pay the interest on the Series 2016A Bonds (as well as all other general obligation debt ("General Obligation Debt"), if any, of Louisville Metro) when due and in order to create a sinking fund to pay the principal thereof (and premium, if any) as the Series 2016A Bonds (and any other General Obligation Debt) become due, the Bond Ordinance levies on all of the taxable property within the purview of the Louisville/Jefferson County Metro Government, beginning in 2016 and continuing in each year as long as any of the Series 2016A Bonds or any other General Obligation Debt is outstanding, a direct annual tax sufficient, to the extent other lawfully available moneys of Louisville Metro are not provided, for that purpose, which tax shall be unlimited as to rate or amount. The proceeds derived from the special annual tax levied from time to time, together with other lawfully available moneys of Louisville Metro provided for the purpose, shall be deposited and carried in the Bond Fund as a special account of Louisville Metro and shall be applied only for the purpose of paying the principal of and interest (and premium, if any) on the Series 2016A Bonds and 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 irrevocably pledged for the purpose of paying the interest on (and premium, if any) and principal of the Series 2016A Bonds and such other General Obligation Debt and shall never be used for any other purpose. Louisville Metro covenants and pledges with the registered holders of the Bonds that Louisville Metro 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, premium, if any, and interest on the Bonds and such other General Obligation Debt when due.

6. Legal Opinion. The Series 2016A Bonds are offered for sale on the basis of the principal of the Series 2016A Bonds not being subject to Kentucky ad valorem taxation and on the basis of interest on the Series 2016A Bonds, with certain exceptions, not being subject to Kentucky income taxation and (i) not being includable in gross income for federal income tax purposes and (ii) not being an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; provided, however, for purposes of computing the alternative minimum tax imposed on corporations, the interest on the Series 2016A Bonds is included in adjusted current earnings, on the date of their delivery to the

successful bidder, and subject to the final approving Legal Opinion of Rubin & Hays, Municipal Bond Attorneys, Louisville, Kentucky, based on the assumption that Louisville Metro complies with the covenants made by Louisville Metro with respect to compliance with the provisions of the Internal Revenue Code of 1986 (the "Code"), and based on the assumption of compliance by Louisville Metro with the requirements as to any required rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Series 2016A Bonds. Based on the foregoing assumptions, Bond Counsel is of the opinion that the Series 2016A Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code. The purchaser will be furnished said Opinion, bond forms, and the usual closing documents, which will include a certificate that there is no litigation pending or threatened at the time of delivery of the issue affecting the validity of the Series 2016A Bonds.

In order to assure purchasers of the Series 2016A Bonds that interest thereon will continue to be exempt from all federal and Kentucky income taxation (subject to certain exceptions set out below), Louisville Metro covenants to and with the owners of such Series 2016A Bonds that (1) Louisville Metro will take all actions necessary to comply with the provisions of the Code, (2) Louisville Metro will take no actions which will violate any of the provisions of the Code, or would cause the Series 2016A Bonds to become "private activity bonds" within the meaning of the Code, (3) none of the proceeds of the Series 2016A Bonds will be used for any purpose which would cause the interest on the Series 2016A Bonds to become subject to federal income taxation, and Louisville Metro will comply with any and all requirements as to rebate (and reports with reference thereto) to the United States of certain investment earnings on the proceeds of the Series 2016A Bonds.

Louisville Metro certifies that these Series 2016A Bonds are not "private activity bonds" within the meaning of the Code, and Louisville Metro has been advised by Bond Counsel and therefore believes that interest on the Series 2016A Bonds is not included as an item of tax preference in calculating the alternative minimum tax for individuals.

If, prior to the delivery of the Series 2016A Bonds, any event should occur which alters the tax-exempt status of the Series 2016A Bonds, the purchaser shall have the privilege of voiding the purchase contract by giving immediate written notice to Louisville Metro, whereupon the amount of the good faith deposit of the purchaser will be returned to the purchaser, and all respective obligations of the parties will be terminated.

7. Bidding Requirements. The terms and conditions of the sale of the Series 2016A Bonds are as follows:

Bids shall be required to be submitted upon a standard official "Bid Form" in order to provide for the uniformity in submission of bids and ready determinations of the best bid.

- A. A minimum price of not less than _____% of par is required for each maturity and a minimum price is required for the entire issue of not less than \$_____ (_____% of par).

- B. The successful bidder will be required to deposit with U.S. Bank National Association, for the account of Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2016A, in immediately available funds in the amount of \$_____, representing the good faith deposit, by the close of business on _____, 2016. The amount of said good faith deposit, without interest, will be deducted from the purchase price at the time of delivery of the Series 2016A Bonds.
- C. The determination of the best bid will be made on the basis of the lowest true interest cost (TIC) according to the schedule of principal amounts listed in the Official Bid Form submitted for exactly \$_____ of Series 2016A Bonds as offered for sale under the terms and conditions herein specified. Louisville Metro officials will accept or reject such best bid, provided, however, Louisville Metro reserves the right to adjust such principal amounts of the Series 2016A Bonds to determine the maturities of its final bond issue and thereafter to increase or decrease the total amount of Series 2016A Bonds sold to such best bidder (in \$5,000 denominations), so that the total amount of bonds awarded to such best bidder will not exceed a maximum of \$_____. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required and the underwriting discount bid by the successful bidder shall be held constant. Underwriting discount is hereby defined as the difference between the purchase price of the Series 2016A Bonds submitted by the successful bidder and the price at which the Series 2016A Bonds are reoffered to the public, divided by the par amount of the Series 2016A Bonds which were bid. Underwriting discount shall be calculated from information submitted by the successful bidder.
- D. Bidders must state an interest rate or rates in a multiple of 1/8, 1/10 or 1/20 of one-percent.
- E. There is no limit on the number of different rates which may be specified by any bidder; provided however that no rate may exceed ____%.
- F. Within one hour after being informed that their bid is successful, the purchasers must advise Louisville Metro as to the initial reoffering price(s) of the Series 2016A Bonds to the public, and such advice must be confirmed by written certification of the purchasers prior to or at the time of delivery of the Series 2016A Bonds.
- G. All Series 2016A Bonds of the same maturity shall bear the same and a single interest rate from the date thereof to maturity, even though some such Series 2016A Bonds may be subject to mandatory redemption prior to their maturity date.
- H. Bidders may require that a portion of the Series 2016A Bonds be term bonds maturing on one or more dates (the "Term Bonds"); provided, however, that Louisville Metro may require such Term Bonds to be subject to mandatory

redemption by lot at a redemption price of 100% of the principal amount thereof plus accrued interest to the date of redemption on December 1 of the years and in the principal amounts as determined by Louisville Metro.

- I. The right to reject bids for any reason deemed advisable to Louisville Metro, and the right to waive any possible informalities, irregularities or defect in any bid which, in the judgment of Louisville Metro, shall be minor or immaterial, are expressly reserved.

- J. Electronic bids for the Series 2016A Bonds must be submitted through PARITY® and no other provider of electronic bidding services will be accepted. Subscription to the PARITY® Competitive Bidding System is required in order to submit an electronic bid. Louisville Metro will neither confirm any subscription nor be responsible for the failure of any prospective bidders to subscribe. For the purposes of the bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all bids whether in electronic or written form. To the extent any instructions or directions set forth in PARITY® conflict with the terms of the Official Terms and Conditions of Bond Sale, this Official Terms and Conditions of Bond Sale shall prevail. Electronic bids made through the facilities of PARITY® shall be deemed an offer to purchase in response to the Notice of Bond Sale and shall be binding upon the bidders as if made by signed, sealed written bids delivered to Louisville Metro. Louisville Metro shall not be responsible for any malfunction or mistake made by or as a result of the use of the electronic bidding facilities provided and maintained by PARITY. The use of PARITY® facilities are at the sole risk of the prospective bidders. For further information regarding PARITY® potential bidders may contact PARITY®, telephone (212) 404-8102.

In the event of a system malfunction in the electronic bidding process or at the sole discretion of a bidder, bids must be made on forms which, together with an Official Statement, may be obtained at the office of the Financial Advisor J.J.B. Hilliard, W.L. Lyons, LLC, 500 West Jefferson Street, Louisville, Kentucky, 40201, telephone (502) 588-1124. Bids must be enclosed in sealed envelopes marked "Bid for Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2016A" and bids must be received by the Louisville Metro Chief Financial Officer prior to the date and hour stated above.

- J. If the Series 2016 Bonds are to be issued other than as book entry bonds, it shall be the responsibility of the purchasers of the Series 2016A Bonds to furnish or cause to be furnished to the Bond Registrar at least three (3) days prior to the date of delivery of the Series 2016A Bonds, a list of the names, addresses and social security numbers or employer identification numbers of each of the parties to whom the Series 2016A Bonds are to be registered, and the principal amounts and maturities thereof. In the event of the failure to so deliver such list, the Series 2016A Bonds delivered to the purchasers shall be registered in the name or names of such purchasers or their designated representatives appearing as the first name

on the successful bid form, or otherwise appropriately designated, and shall be issued in denominations corresponding to the principal amount of each respective maturity, or in the denomination of \$5,000, as shall be determined by the Bond Registrar.

- K. Delivery will be made in Louisville, Kentucky, at no additional expense other than the charge, if any, of a delivering bank. The purchasers may elect to require delivery elsewhere in the continental United States, or delivery through a depository trust corporation, provided the purchasers agree to pay any additional expense in connection therewith, such expense to include shipping expense, insurance in transit and the fee of the Depository Trust Corporation. In connection with the issuance of the Series 2016A Bonds, Louisville Metro will pay for the printing of the Series 2016A Bonds, which will contain the opinion of Bond Counsel. The purchasers will pay for the printing of the final Official Statement.
- L. Upon wrongful refusal of the successful bidder to take delivery of and pay for the Series 2016A Bonds when tendered for delivery, the amount of the good faith deposit shall be forfeited by such bidder, and such amount shall be deemed liquidated damages for such default; provided, however, if said Series 2016A Bonds are not ready for delivery and payment within forty-five (45) days from the date of sale, said bidder shall be relieved of any liability to accept the Series 2016A Bonds hereunder.
- M. Louisville Metro shall provide to the successful purchaser of the Series 2016A Bonds an electronic copy of the final Official Statement in accordance with SEC Rule 15c2-12. Arrangements have been made with the printer of the Preliminary Official Statement, upon submission of completion text, to print a reasonable quantity of final Official Statements in sufficient time to meet the delivery requirements of the successful purchaser under SEC or Municipal Securities Rulemaking Board Delivery Requirements.
- N. The purchasers of the Series 2016A Bonds will pay the CUSIP Service Bureau charge for the assignment of CUSIP numbers, which numbers will be printed on the Series 2016A Bonds. Neither the failure to print a CUSIP number on any Series 2016A Bond, nor any error with respect thereto, shall constitute cause for failure or refusal by the purchasers thereof to accept delivery of and payment for the Series 2016A Bonds in accordance with the terms of the purchase agreement.
- O. If the successful bidder desires to obtain insurance guaranteeing the payment of the principal and/or interest on the Series 2016A Bonds, Louisville Metro agrees that it will cooperate with such successful bidder in obtaining such insurance, but all of the expenses and charges in connection therewith shall be borne by such bidder and Louisville Metro shall not be liable to any extent therefor.

- P. The purchasers will have no expense, other than the bid price plus accrued interest and other than items referred to in K, L, N and O above, in connection with the purchase of the Series 2016A Bonds. Louisville Metro will furnish to the purchasers, without expense to the purchasers, the customary non-litigation certificate, the final, approving Legal Opinion of Rubin & Hays, Municipal Bond Attorneys, Louisville, Kentucky, approving the legality of the Series 2016A Bonds, and the exemption of interest on the Series 2016A Bonds from federal and Kentucky income taxation.

- Q. Said Series 2016A Bonds are offered for sale on the basis of the principal of said Series 2016A Bonds not being subject to Kentucky ad valorem taxation and on the basis of the interest on said Series 2016A Bonds not being subject to Kentucky income taxation and not being includable in gross income for purposes of Federal income taxation, on the date of their delivery to the purchasers.

Bond Counsel has reviewed the information contained in the Official Statement describing the Series 2016A Bonds and the provisions of the Bond Ordinance and related proceedings authorizing the Series 2016A Bonds, but Bond Counsel has not reviewed any of the financial data, computations, tabulations, balance sheets, financial projections, and general information concerning Louisville Metro or Louisville Metro, and expresses no opinion thereon, assumes no responsibility for same, and has not undertaken independently to verify any information contained therein.

(Signed) Daniel Frockt, Chief Financial Officer, Louisville/Jefferson County Metro Government, 611 West Jefferson Street, Louisville, Kentucky 40202.

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

By _____
Assistant County Attorney

EXHIBIT A

Re: Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2016A.

<u>Maturity</u>	<u>Principal Amount*</u>
6/1/2017	\$,000
12/1/2017	,000
12/1/2018	,000
12/1/2019	,000
12/1/2020	,000
12/1/2021	,000
12/1/2022	,000
12/1/2023	,000
12/1/2024	,000
12/1/2025	,000
12/1/2026	,000
12/1/2027	,000
12/1/2028	,000
12/1/2029	,000
12/1/2030	,000
12/1/2031	,000
12/1/2032	,000
12/1/2033	,000
12/1/2034	,000
12/1/2035	,000
12/1/2036	,00

**Amounts Subject to Revision*

EXHIBIT E

[FORM OF OFFICIAL BID FORM]

BID FORM

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
GENERAL OBLIGATION BONDS, SERIES 2016A**

Subject to the terms and conditions set forth in a Bond Ordinance of the Metro Council of the Louisville/Jefferson County Metro Government ("Louisville Metro") providing for the sale of \$_____ (subject to adjustment upward in the amount of \$_____ or downward in any amount) of Louisville/Jefferson County Metro Government General Obligation Bonds, Series 2016A, dated the date of issuance, and in accordance with the Notice of Bond Sale, as advertised, and in accordance with the Official Terms and Conditions of Bond Sale, to all of which the undersigned agrees, the undersigned hereby submits the following offer to purchase said Bonds.

We hereby bid for said \$_____ * principal amount of Bonds, the total sum of \$_____ (not less than \$_____), at the following annual rate(s), payable semiannually:

<u>Maturity</u>	<u>Principal Amount</u> *	<u>Interest Rate</u>	<u>Maturity</u>	<u>Principal Amount</u> *	<u>Interest Rate</u>
6/1/2017	\$,000	_____%	12/1/2027	\$,000	_____%
12/1/2017	,000	_____	12/1/2028	,000	_____
12/1/2018	,000	_____	12/1/2029	,000	_____
12/1/2019	,000	_____	12/1/2030	,000	_____
12/1/2020	,000	_____	12/1/2031	,000	_____
12/1/2021	,000	_____	12/1/2032	,000	_____
12/1/2022	,000	_____	12/1/2033	,000	_____
12/1/2023	,000	_____	12/1/2034	,000	_____
12/1/2024	,000	_____	12/1/2035	,000	_____
12/1/2025	,000	_____	12/1/2036	,000	_____
12/1/2026	,000	_____			

* *Subject to Adjustment*

Bidder's Term Bonds Option: We hereby elect to specify that all the principal amount of Bonds stated to mature on the following two or more consecutive maturity dates shall be combined to comprise the maturities of Term Bonds indicated below:

<u>Bonds Maturing</u>	<u>Term Bonds Maturing</u>
December 1, ___ through December 1, ____	December 1, _____
December 1, ___ through December 1, ____	December 1, _____
December 1, ___ through December 1, ____	December 1, _____

It is understood that the Louisville Metro will furnish the final, approving Legal Opinion of Rubin & Hays, Municipal Bond Attorneys of Louisville, Kentucky, subject to the provisions as set out in detail in the Official Terms and Conditions of Bond Sale. It is understood that, if we are the successful bidder, we will deposit for the account of the Louisville Metro with U.S. Bank National Association, Louisville, Kentucky prior to the close of business on _____, 2016, a good faith deposit in the amount of \$_____. The amount of the good faith deposit will be deducted (without interest) from the purchase price at the time of delivery of the Bonds. If we are the successful bidder, we agree to accept and make payment for the Bonds in accordance with the terms of the sale.

We understand that if we are informed that we are the successful bidders, we will, within one hour after being so informed, advise the Louisville Metro as to the initial reoffering price(s) of the Bonds to the public, and such advice must be confirmed by us by written certification prior to or at the time of delivery of the Bonds.

Respectfully submitted,

 Name of Firm
 By _____
 Phone No. _____

Total interest cost from _____, 2016 to final maturity	\$ _____
Less premium or plus discount	\$ _____
Net interest cost (Total interest cost plus discount)	\$ _____
True interest cost (<i>i.e.</i> TIC)	_____ %

The above computation of net interest cost is submitted for information only and is not a part of this Bid.

ACCEPTANCE OF BID BY LOUISVILLE METRO

Accepted by the Louisville/Jefferson County Metro Government, on this _____, 2016, for a total of \$_____ of Bonds at an adjusted price of \$_____, with the maturities set out below:

<u>Maturity</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>
6/1/2017	\$_____	_____%	12/1/2027	\$_____	_____%
12/1/2017	_____	_____	12/1/2028	_____	_____
12/1/2018	_____	_____	12/1/2029	_____	_____
12/1/2019	_____	_____	12/1/2030	_____	_____
12/1/2020	_____	_____	12/1/2031	_____	_____
12/1/2021	_____	_____	12/1/2032	_____	_____
12/1/2022	_____	_____	12/1/2033	_____	_____
12/1/2023	_____	_____	12/1/2034	_____	_____
12/1/2024	_____	_____	12/1/2035	_____	_____
12/1/2025	_____	_____	12/1/2036	_____	_____
12/1/2026	_____	_____			

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

By: _____
Title: _____