

CONTINUING DISCLOSURE AGREEMENT

Re: Elizabethtown Independent School District Finance Corporation School Building Refunding Revenue Bonds, Series 2014.

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by Elizabethtown Independent School District Finance Corporation (the "Issuer") and the Board of Education of Elizabethtown Independent School District, Kentucky (the "Board") in connection with the issuance of the above referenced Bonds (the "Bonds"), said Bonds being issued by the Issuer for the purpose of providing funds to finance the construction of a new Preschool/Kindergarten Center and additions and renovations to Helmwood Heights Elementary School (the "Project"). The Issuer and the Board covenants and agrees as follows:

Section 1. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "Commission"), the Issuer and the Board hereby agree to provide or cause to be provided through a designated agent (the "Agent"), if so appointed by the Issuer or the Board, in a timely manner, to the Electronic Municipal Market Access system ("EMMA") at <http://www.emma.msrb.org>, audited financial statements and operating data (collectively the "Annual Report") of the Issuer and the Board generally consistent with the information contained in the Official Statement used in the marketing of the Bonds. Such Annual Report will be available within 180 days following the end of the Issuer's and the Board's fiscal year (June 30), beginning with the fiscal year ending June 30, 2015 and each fiscal year thereafter and will be available to the Agent, EMMA and to each holder of Bonds who requests such information by written request to the Issuer or the Board.

Section 2. The Issuer and the Board hereby agree to provide or cause to be provided, in a timely manner not in excess of 10 business days after the occurrence of such event, to EMMA, notice of the occurrence of any of the following events with respect to the Bonds:

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

- (m) consummation of a merger, consolidation, or acquisition involving the Issuer or a borrower or the sale of all or substantially all of the assets of the Issuer or a borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

If the Issuer and/or the Board are unable to provide to EMMA an Annual Report by the date required in this Disclosure Agreement, the Board's Finance Officer shall send a notice to EMMA, notifying it of the inability, at that time, and the reasons why the Issuer or the Board failed, to file the Annual Report.

If the Issuer's and the Board's fiscal year changes, then the Issuer and/or the Board, through the Board's Finance Officer, shall send a notice of such change to EMMA. If such change will result in the Issuer's or the Board's fiscal year ending on a date later than the ending date prior to such change, the Board's Finance Officer shall provide notice of such change to EMMA, on or prior to the deadline for filing the Annual Report in effect when the Issuer and the Board operated under their 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 and the Board agree to provide or to cause to be provided in a timely manner, to EMMA, notice of a failure by the Issuer or the Board to provide the required notices set out in Section 2 above.

Section 4. The obligations of the Issuer and the Board 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 Board remains an "obligated person" with respect to the Bonds within the meaning of the Rule. The Issuer and the Board reserve the right to terminate its obligations to provide notices of material events as set forth above, if and when the Issuer and the Board no longer remain an obligated person with respect to the Bonds within the meaning of the Rule.

Section 5. The Issuer and the Board acknowledge that this 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 and the Board's obligations pursuant to the provisions of this undertaking, and any failure by the Issuer and the Board to comply with the

provisions of this undertaking shall not be an event of default with respect to the Bonds under the Bond Resolution. In the event of a failure of the Issuer and the Board 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 and/or the Board 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 Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer and the Board to comply with this Disclosure Agreement shall be an action to compel specific performance.

Section 6. Notwithstanding any other provision of the Bond Resolution, these continuing disclosure requirements may be amended, if the Issuer and the Board receive 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 and the Board are 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 has adopted Guidelines and Procedures relating to Compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 8. The Issuer and the Board agree to make publicly available its Annual Report. Such information regarding the Issuer and the Board can be obtained from the Board's Finance Officer, 219 Helm Street, Elizabethtown, Kentucky 42701; Telephone (270) 765-6146.

Section 9. It is the intention and expectation of the Issuer and the Board that the Annual Report with respect to each fiscal year will be either transmitted to the Agent with the request that the information be immediately filed with, or shall otherwise be filed directly with, EMMA, as required under the Rule and this Disclosure Agreement, no later than December 31 of each calendar year for the fiscal year of the Issuer and the Board ended June 30. If the Issuer and the Board appoint an Agent to undertake the filing requirements of the Rule and this Disclosure Agreement, the Board's Finance Officer shall request confirmation from the Agent that the Annual Report has been timely and appropriately filed with EMMA, as required under the Rule and this Disclosure Agreement.

Section 10. As of the date of this Disclosure Agreement, the Issuer and the Board are 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 11. This Disclosure Agreement is being executed and delivered by the Issuer and the Board for the benefit of the Bondholders and in order to assist the Underwriter of the Bonds in complying with the Rule, and shall create no rights in any other person or entity.

Date: February 17, 2015.

ELIZABETHTOWN INDEPENDENT
SCHOOL DISTRICT FINANCE
CORPORATION

BOARD OF EDUCATION OF
ELIZABETHTOWN INDEPENDENT
SCHOOL DISTRICT, KENTUCKY

By _____
President

By _____
Chairman