



Kenton County School District | It's about ALL kids.

THE KENTON COUNTY BOARD OF EDUCATION

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Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

2.22.18

AGENDA ITEM (ACTION ITEM):

Consider/Approve A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, RELATING TO AND PROVIDING FOR THE ISSUANCE OF \$14,145,000 PRINCIPAL AMOUNT (WHICH MAY BE INCREASED OR DECREASED BY THE AMOUNT OF \$1,415,000) OF SCHOOL BUILDING REVENUE BONDS, SERIES 2018 IN ACCORDANCE WITH SECTIONS 162.120 THROUGH 162.300 AND 162.385 OF THE KENTUCKY REVISED STATUTES, TO PROVIDE FUNDS FOR SCHOOL BUILDING PURPOSES; PROVIDING AND DETERMINING THE DUTY OF THE CORPORATION IN CONNECTION WITH THE OPERATION OF THE SCHOOL PROPERTY AND THE CREATION OF FUNDS SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AS AND WHEN THEY MATURE AND THE CREATION OF AN ADEQUATE MAINTENANCE AND INSURANCE FUND; AND AUTHORIZING THE EXECUTION OF LEASES AND OTHER INSTRUMENTS WITH RESPECT TO SUCH PROPERTY WITH THE BOARD OF EDUCATION OF THE KENTON COUNTY SCHOOL DISTRICT.

APPLICABLE BOARD POLICY:

Revenue Bonds 04.5

702 KAR 3:020

KRS Chapter 162

HISTORY/BACKGROUND:

The issuance of bonds is necessary to finance the Phase IV Renovation of Scott High School, construct a secure vestibule entrance at Hinsdale Elementary, and Phase I Construction of a new Twenhofel Transportation and Maintenance Facility.

FISCAL/BUDGETARY IMPACT:

Issuance of \$14,145,000 Bond Principal Amount which may be increased or decreased by the amount of \$1,415,000.

RECOMMENDATION:

It is recommended that the Kenton County School District Finance Corporation approve the bond resolution necessary to finance the planned renovations at School High School, Hinsdale Elementary, and Twenhofel Transportation and Maintenance Facility

CONTACT PERSON:

Rob Haney, Executive Director of Support Operations and Finance

Principal

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal -complete, print, sign and send to your Director. Director -if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jesica Jehn "The Kenton County Board of Education provides Equal Education & Employment Opportunities."

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, RELATING TO AND PROVIDING FOR THE ISSUANCE OF \$14,145,000 PRINCIPAL AMOUNT (WHICH MAY BE INCREASED OR DECREASED BY THE AMOUNT OF \$1,415,000) OF SCHOOL BUILDING REVENUE BONDS, SERIES 2018, IN ACCORDANCE WITH SECTIONS 162.120 THROUGH 162.300 AND 162.385 OF THE KENTUCKY REVISED STATUTES, TO PROVIDE FUNDS FOR SCHOOL BUILDING PURPOSES; PROVIDING AND DETERMINING THE DUTY OF THE CORPORATION IN CONNECTION WITH THE OPERATION OF THE SCHOOL PROPERTY AND THE CREATION OF FUNDS SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AS AND WHEN THEY MATURE AND THE CREATION OF AN ADEQUATE MAINTENANCE AND INSURANCE FUND; AND AUTHORIZING THE EXECUTION OF A LEASE AND OTHER INSTRUMENTS WITH RESPECT TO SUCH PROPERTY WITH THE BOARD OF EDUCATION OF THE KENTON COUNTY SCHOOL DISTRICT.

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- EXHIBIT D - Official Bid Form
- EXHIBIT E - Legal Description of Leased Premises
- EXHIBIT F - Bond Registrar/Paying Agent Agreement
- EXHIBIT G – Continuing Disclosure Agreement

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, RELATING TO AND PROVIDING FOR THE ISSUANCE OF \$14,145,000 PRINCIPAL AMOUNT (WHICH MAY BE INCREASED OR DECREASED BY THE AMOUNT OF \$1,415,000) OF SCHOOL BUILDING REVENUE BONDS, SERIES 2018, IN ACCORDANCE WITH SECTIONS 162.120 THROUGH 162.300 AND 162.385 OF THE KENTUCKY REVISED STATUTES, TO PROVIDE FUNDS FOR SCHOOL BUILDING PURPOSES; PROVIDING AND DETERMINING THE DUTY OF THE CORPORATION IN CONNECTION WITH THE OPERATION OF THE SCHOOL PROPERTY AND THE CREATION OF FUNDS SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AS AND WHEN THEY MATURE AND THE CREATION OF AN ADEQUATE MAINTENANCE AND INSURANCE FUND; AND AUTHORIZING THE EXECUTION OF A LEASE AND OTHER INSTRUMENTS WITH RESPECT TO SUCH PROPERTY WITH THE BOARD OF EDUCATION OF THE KENTON COUNTY SCHOOL DISTRICT.

WHEREAS, the Kenton County School District Finance Corporation (the "Corporation") is a nonprofit, nonstock, public and charitable corporation duly organized pursuant to the provisions of Section 162.385 of the Kentucky Revised Statutes ("KRS") and KRS Section 58.180 and KRS Chapter 273, existing by virtue of the laws of the Commonwealth of Kentucky, having for its corporate purpose cooperation with the Board of Education (the "Board") of the Kenton County School District (the "District"), in financing the costs incident to the acquisition, construction and equipping of school buildings necessary for the Board to fulfill its duties delegated under KRS Chapter 160 in maintaining a system of common schools, and

WHEREAS, it is advantageous and in the best interests of all concerned that the Corporation acquire school improvements as hereinafter described and that such school improvements be used and occupied for school purposes by the District, pursuant to a lease hereinafter provided for, and

WHEREAS, the Corporation, acting by and through its Board of Directors, desires to provide funds to supplement available funds of the Board in order to pay part of the cost of the acquisition, construction, installation and equipping of Phase IV renovations at Scott High School and improvements at Hinsdale Elementary School as well as to finance demolition and site work at Twenhofel Elementary School (collectively, the "Project"), and the plans therefor have been heretofore prepared and filed in the office of the Secretary and have been approved by the Department of Education, and a contract for the development of said Project has been or will shortly be executed, and

WHEREAS, the Board has agreed to convey through deed or through a sublease and conveyance agreement the site of the Project to the Corporation and thereupon to use and occupy the Project to be constructed pursuant to the terms of a Contract, Lease and Option (the "Lease") hereinafter provided, and the Board has been examined and is now found and declared to be in conformity with statutory requirements, and, in order to pay the cost of constructing the Project and appurtenances, it is necessary that the Corporation authorize approximately \$14,145,000 of

Kenton County School District Finance Corporation School Building Revenue Bonds, Series 2018, dated April 1, 2018 (the "Bonds"), all pursuant to and as permitted by Sections 162.120 through 162.300 and 162.385 of Kentucky Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, AS FOLLOWS:

SECTION 1. Approval of Contract, Lease and Option. As set forth in the recitals hereto and as hereby confirmed, the Board agrees to deed the sites of the Project to the Corporation and thereupon to lease the Project from the Corporation pursuant to the terms and upon the conditions of a Contract, Lease and Option dated as of April 1, 2018 (the "Lease"), the form of which is attached hereto. If and when tendered by the Board, the deed and the Lease will be accepted by the Corporation, the form of the Lease having been examined, considered and approved. The President and Secretary are hereby authorized and empowered to take such actions and execute such documents as may be necessary to accept the conveyance from the Board of the Board's interest in the sites of the Project and to execute the Lease and such conveyance instrument on behalf of the Corporation upon execution and delivery by the Board to the Corporation of the instrument conveying the Board's interest in the sites of the Project and the Lease.

The Board has been determined to be entitled to financial assistance from the Kentucky School Facilities Construction Commission (the "Commission") pursuant to the provisions of §§ 157.611 through 157.640 of the Kentucky Revised Statutes and the Commission and the Board will enter into a Participation Agreement to be dated as of the dated date of the Bonds (the "Participation Agreement") in order to implement the Commission's assistance to the Board through the annual payment of an Agreed Participation, as defined in the Participation Agreement, which is to be applied directly to the payment of a portion of the principal and interest requirements for the Bonds. Under the terms of the Lease, the Board has pledged and assigned all of its rights to the Agreed Participation from the Commission to the Corporation in order to secure the payment of the annual rentals due thereunder and accordingly the principal and interest requirements on the Bonds. The Participation Agreement is hereby incorporated by reference in this Resolution as fully as if copied herein and the assignment thereof by the Board to the Corporation is hereby accepted.

SECTION 2. Authorization of School Building Revenue Bonds. For the purposes heretofore recited, there are hereby authorized and ordered to be issued and sold the negotiable "Kenton County School District Finance Corporation School Building Revenue Bonds, Series 2018," dated April 1, 2018, in the aggregate principal amount of \$14,145,000 (subject to Permitted Adjustment, as hereinafter defined). All Bonds are to be in denominations in multiples of \$5,000 within the same maturity.

The Bonds shall be issued in fully registered (both principal and interest) form, bear interest from date of issue, payable October 1, 2018 and semiannually thereafter on April 1 and October 1 of each year, at the interest rates not exceeding the legal maximum as may be fixed as a result of the advertised sale of the Bonds, and shall mature or be subject to mandatory sinking fund redemption in varying amounts on April 1, 2019 and each April 1, thereafter as set out below:

<u>MATURITY</u>	<u>AMOUNT*</u>	<u>MATURITY</u>	<u>AMOUNT*</u>
April 1, 2019	\$40,000	April 1, 2029	\$950,000
April 1, 2020	45,000	April 1, 2030	980,000
April 1, 2021	50,000	April 1, 2031	1,015,000
April 1, 2022	45,000	April 1, 2032	1,050,000
April 1, 2023	50,000	April 1, 2033	1,085,000
April 1, 2024	45,000	April 1, 2034	1,125,000
April 1, 2025	50,000	April 1, 2035	1,165,000
April 1, 2026	870,000	April 1, 2036	1,210,000
April 1, 2027	895,000	April 1, 2037	1,255,000
April 1, 2028	920,000	April 1, 2038	1,300,000

\*Subject to Permitted Adjustment

Notwithstanding anything contained in this Bond Resolution to the contrary, only \$14,145,000 of Bonds shall be offered for sale in accordance with the provisions hereof and the determination of the best purchase bid for the Bonds shall be made on the basis of all bids submitted for exactly \$14,145,000 principal amount of Bonds offered for sale under the terms and conditions herein specified; provided however, a Permitted Adjustment is reserved in the Corporation hereunder and the Corporation reserves the right to increase or decrease the total principal amount of Bonds sold to such best bidder, in an amount not exceeding \$1,415,000 with such increase or decrease to be made in any principal maturity so that the total amount of Bonds awarded to such best bidder may be a maximum of \$15,560,000 or a minimum of \$12,730,000. In the event of any such Permitted Adjustment, no rebidding or recalculation of a submitted bid will be required or permitted; the price at which such adjusted principal amount of Bonds will be sold shall be at the same price per \$1,000 of Bonds as the price per \$1,000 of the \$14,145,000 of Bonds bid.

The Bonds shall bear interest from April 1, 2018, payable on October 1, 2018, and semiannually thereafter on April 1 and October 1 of each year; interest being payable by the Paying Agent hereinafter designated directly to the registered owners of the Bonds (as of the 15th day of the month preceding the due date) by remittances made through regular United States Mail. Bonds shall be payable at maturity upon their surrender to the Paying Agent.

The Bonds maturing on April 1, 2029, are subject to redemption prior to their stated maturities on or after April 1, 2028, in whole or in part (less than all of a single maturity to be selected by lot), upon notice of such prior redemption being given by the Paying Agent by regular United States Mail to the registered Owners of the Bonds so selected not less than thirty (30) days prior to the date of redemption, upon terms of the face amount, plus accrued interest to the date of redemption.

The Bonds are further subject to extraordinary optional redemption prior to their stated maturities on any date, in such order of maturities as the Corporation may determine (less than all of a single maturity to be selected by lot), in whole or in part, from the proceeds of casualty insurance received upon the total destruction by fire, lightning, windstorm or other hazard of any of the buildings constituting the Project, upon notice of such prior redemption being given by the Paying Agent by regular United States Mail to the registered Owners of the Bonds so selected

not less than thirty (30) days prior to the date of redemption, upon terms of the face amount, plus accrued interest to the date of redemption.

If the successful bidder and original purchaser of the Bonds elects, in accordance with the provisions of the Official Terms and Conditions of Bond Sale, to combine the Bonds stated to mature on the maturity dates set out in the successful bid of such original purchaser to comprise a term bond ("Term Bonds"), as set out in said successful bid, then such Term Bonds shall be subject to mandatory redemption in part, at the selection of the Paying Agent and Bond Registrar by lot in such manner as the Paying Agent and Bond Registrar may determine, from moneys in the Sinking Fund on each applicable April 1 at par plus accrued interest to the redemption date, according to the mandatory sinking fund redemption schedule or schedules set out in the accepted bid and in principal amounts corresponding to the maturity schedule set out in Section 2 hereof (subject to the Permitted Adjustment as herein provided).

**SECTION 3. Place of Payment and Execution of Bonds.** Both principal of and interest on the Bonds shall be payable at or by The Huntington National Bank, Cincinnati, Ohio, which bank is hereby designated as the Paying Agent and Bond Registrar in connection with the issuance of the Bonds. Principal and interest shall be payable without deduction for exchange or collection charges in lawful money of the United States of America. Under the Lease, all fees and expenses of the Paying Agent and Bond Registrar shall be the responsibility of the Board and shall be considered as additional rentals under the Lease.

The Bonds shall be executed on behalf of the Corporation with the duly authorized facsimile signature of the President, attested by the authorized, reproduced, facsimile signature of the Secretary and said officials, by the execution of the appropriate certifications, shall adopt as and for their own proper signatures their respective facsimile signatures as appear on the Bonds.

Notwithstanding anything contained herein to the contrary, the Bonds shall not be valid or binding upon the Corporation unless and until it is validated by the manual signature of the duly authorized representative of the Bond Registrar.

The Bonds shall be in substantially the same forms as the form of Bond attached to this Bond Resolution as Exhibit A, with appropriate substitutions or modifications.

**SECTION 4. Bonds Not to Constitute an Indebtedness of Corporation.** The Bonds issued and outstanding from time to time under the restrictions and conditions set forth in this Bond Resolution shall be payable solely from and secured by a pledge of the fixed amount of the gross income and revenues to be derived from the leasing of the Project to the Board, including those payments under the Agreed Participation due from the Commission to the Board, which is to be set aside into the Bond Fund hereinafter established, all as provided by law, and shall not constitute an indebtedness of the Corporation or the District within the meaning of the Constitution or laws of the Commonwealth.

By the adoption of this Bond Resolution, the Corporation covenants that it will fix and maintain rentals and charges for the use of the Project identified herein, including all improvements thereon, adequate to maintain the Bond Funds at levels sufficient to meet the

principal and interest requirements on the Bonds as the same become due and sufficient to maintain a fund adequate to pay the costs of depreciation, maintenance, and insurance of the Project.

SECTION 5. Fiscal Year; Bond Sinking Funds Established; Insurance and Maintenance Fund. The Project shall be operated on a fiscal year basis, commencing July 1 of each year, and on that basis the income and revenues from the Project shall be set apart into separate and special funds to be used for the retirement of the Bonds and the maintenance of the Project.

There shall be and there is hereby created an account to be known as the "Kenton County School District Finance Corporation School Building Revenue Bond and Interest Redemption Fund of April 1, 2018" (the "Bond Fund"), to be deposited with the Paying Agent, into which there shall first be set aside from the proceeds of the sale of the Bonds the respective amount received from the purchaser representing accrued interest. Thereafter, there shall also be set aside into the Bond Fund from the first gross income and revenues of the Project not less than the amounts set out in the table in Section 2 hereof, not hereinbefore otherwise provided for, if the Bonds are sold in the principal amount assumed and bear interest at the rates assumed, in ample time to pay the interest and principal as they fall due, which amounts are hereby exclusively pledged to and shall be used only for the purpose of paying the interest on and the principal of the Bonds as and when they become due. The payment by the Commission of semi-annual installments on its annual Agreed Participation shall be considered timely if made on the interest due dates for the Bonds in immediately available funds.

In the event the principal amounts of Bonds are adjusted or interest rates other than at the rates assumed are established, the figures shall be automatically adjusted accordingly.

In any event, there shall be set aside into the Bond Fund and there are pledged such amounts as may from year to year be necessary to meet the principal and interest requirements of the Bonds. The rental payments specified in the Lease are hereby pledged by the Corporation as the security and source of payment of the Bonds and so long as any of the Bonds remain outstanding the terms and amounts of the rental payments shall not be reduced.

There shall also be set aside sufficient revenues in a depreciation fund to be expended in making good any depreciation of the Project and in paying the cost of any extensions, additions or improvements.

The balance of the income and revenues remaining after the aforesaid payments into the Bond Fund and depreciation fund have been made shall be set aside into a maintenance fund and used for the maintenance of the Project and to pay the cost of insuring the Project against loss or damage by fire, lightning, windstorm or other hazard in an amount substantially equal to either the amount of the Bonds at any time outstanding or the maximum insurable value of the Project, whichever is greater. Such insurance shall be for the use and benefit of the holder or holders of any Bonds to the extent there are Bonds outstanding.

It is further agreed that in case the Project is totally destroyed by fire, lightning, windstorm or other hazard covered by insurance, the Corporation shall have the right to expend such proceeds to restore the property; that if such proceeds are not expended by the Corporation



for the restoration of said property at the earliest practicable date, then all such insurance proceeds shall be used for the purpose of redeeming outstanding Bonds, and the Project shall be and become the property of the Board upon retirement and payment in full of all outstanding Bonds and the interest thereon, in which case the Corporation shall convey the Project to the Board free and clear of all encumbrances. In the event of partial destruction by fire, lightning, windstorm or other hazard covered by insurance, the insurance proceeds shall be used solely and only for the purpose of making the necessary replacements and repairs to the Project, provided further that if following such partial or complete destruction any principal or interest payment is due and there are not other funds available for the payments, the insurance proceeds must be applied to the defaulted payments.

SECTION 6. Corporation's Covenants to Perform Obligations. The Corporation hereby covenants and agrees with the holder or holders of the Bonds herein authorized that it will faithfully and punctually perform all duties with reference to the Project which is required by the Constitution and laws of Kentucky, including the making and collection of reasonable and sufficient rentals for the Project, and will segregate the revenues of the Project and make application to the respective funds herein created.

The Corporation further binds and obligates itself not to sell, mortgage or in any manner dispose of the Project until all of the Bonds shall have been paid in full both as to principal and interest; subject to the Board's option to purchase the Project as set forth in Section 7.

SECTION 7. Board's Options to Purchase Project. The Bonds are issued subject to the Board's right on any interest due date to purchase the Project from the Corporation and to secure the release of the Project from the statutory mortgage lien and pledge of revenues securing the respective Bonds, for a price equal to the principal amount of the Bonds outstanding on the date upon which the option is exercised, plus a sum equal to the accrued interest on the principal amount of Bonds to the date upon which the option is exercised, plus a further sum sufficient to accomplish the complete redemption and retirement of the principal amount of the Bonds, including additional interest or premium.

If the Board shall desire to exercise the option, it may do so by giving notice of its election in writing to the Corporation at least ninety (90) days prior to the interest due date upon which it desires to exercise the option. Thereupon, the Corporation shall call for payment a principal amount of the Bonds equal to such sum, the call to be strictly in accordance with the provisions of the Bonds and of this Bond Resolution. Notwithstanding anything contained in this Bond Resolution to the contrary, the Board shall have the right to exercise its option to purchase through the defeasance of the Bonds in the event the Bonds are not immediately subject to prior redemption on the date the option is exercised; provided, however, that sufficient funds shall be deposited in escrow to provide for the principal and interest requirements becoming due on the Bonds, and all expenses incident to the defeasance of the Bonds by the Board until such time as the Bonds are fully paid and retired.

SECTION 8. Statutory Mortgage Lien Created; Pledge of Revenues from Lease of Properties. For the protection of the holders of the Bonds, a statutory mortgage lien and pledge of the gross revenues derived from the Project are granted pursuant to Section 162.200 of Kentucky Revised Statutes, which lien and pledge of revenues are hereby recognized and declared to be

valid and binding upon the Corporation and the Project herein referred to and shall take effect immediately, such statutory mortgage lien and pledge of revenues being subject to the terms and conditions as set out in the form of the Bond referred to in Section 3 hereof.

Any holder of the Bonds, whether at law or in equity, by suit or other legal proceedings, may enforce and compel the performance of all duties required by the Constitution and Statutes of Kentucky, including the charging and collection of sufficient rent, the segregation of income and the application thereof, insofar as the failure to perform such duties affects the interests of any Registered Owner of the Bonds herein authorized.

If there be any default in the payment of the principal of or on any of the Bonds, then upon the filing of suit by any holder of the Bonds, any court having jurisdiction of the action may appoint a receiver to administer the property, with power to charge and collect rents sufficient to provide for the payment of interest and principal required by the Bonds and maintain the maintenance and insurance fund herein provided for. The reasonable legal fees and the court costs, if any, incurred by any holder of the Bonds in connection with the appointment of such a receiver shall be paid from the revenues of the Project.

SECTION 9. No Priority Among Bonds. The Bonds authorized to be issued hereunder shall not be entitled to priority one over the other, regardless of the fact that they may be issued and delivered at different times.

SECTION 10. Parity Bonds to Complete Improvements. While any of the Bonds herein authorized or permitted to be issued are outstanding, the Corporation shall not issue any additional bonds or incur any other obligations payable from the revenues of the Project, unless the security for such bonds or other obligations is made junior and subordinate in all respects to the security for the Bonds herein authorized; provided, however, the Corporation hereby reserves the right and privilege of issuing additional bonds from time to time, payable from the income and revenues of the Project, and ranking on a parity with the Bonds herein authorized but only if and to the extent the issuance of such additional parity bonds may be necessary to pay the costs, for which funds are not otherwise available, of completing the construction of the Project in accordance with the plans and specifications which have already been completed, approved by the Commissioner of the Department of Education and by the Board of Education, and filed in the office of the Secretary; but before any such additional bonds ranking on a parity as aforesaid are issued, the issuance thereof shall be approved by the proper agents of the State Department of Education as required by law, and a Supplemental Contract, Lease and Option shall have been entered into, whereunder the respective annual rental payments during the life of such additional bonds are increased by the amount of annual interest and principal requirements of such additional bonds, and the Interest Payment Dates for such additional bonds shall be April 1 and October 1 of each year and the principal maturity dates shall be on April 1.

SECTION 11. Covenant to Keep Proper Records. So long as any of the Bonds are outstanding, the Corporation shall require the Board to keep proper books and records (separate from all other records and accounts) of all transactions regarding the Bonds. It shall require the Board to furnish the original purchaser of the Bonds and to the holder of any of the Bonds, upon written request, not more than thirty (30) days after the close of each fiscal period, complete operating and income statements certified by the auditors or auditor of the Board, and will

require the Board to grant to the holders of no less than twenty-five percent of the Bonds then outstanding, the right at all reasonable times to inspect the project property and all records and accounts of the Corporation or the Board relating thereto.

SECTION 12. Conditions of Bond Sale; Acceptance of Bid. The Bonds shall be sold at public sale after advertising according to law, and the Secretary is hereby authorized and directed to make such advertising. The specific terms, bidding conditions and restrictions governing the sale of said Bonds shall be as set forth in the forms of "Notice of Bond Sale," "Official Terms and Conditions of Bond Sale" and "Official Bid Form" which have been prepared by Dinsmore & Shohl LLP, Bond Counsel, Covington, Kentucky, and are attached to and made a part of this Resolution as Exhibits B, C and D, respectively, and which forms having been examined and considered, are hereby approved. The Secretary is hereby directed to utilize the forms in connection with the sale of the Bonds.

The Secretary of the Corporation is hereby authorized to accept the bid she/he determines to be the best bid in accordance with the Official Terms and Conditions of Sale; shall, in accepting the successful bid, determine the exact principal amount of Bonds to be issued and the rates of interest which said Bonds shall bear; and shall evidence such acceptance and determination by the completion and execution of the Official Bid Form submitted by the successful bidder.

SECTION 13. Deposit and Application of Bond Proceeds; Construction Fund. Upon the sale and delivery of the Bonds there shall first be paid all expenses incident to the authorization, sale and delivery of the Bonds. Next, there shall be paid into the Bond Fund established with the Paying Agent, the interest on the Bonds from their date to the date the Bonds are delivered. The entire remaining proceeds of the Bonds shall be devoted exclusively to the payment of the costs of the Project and appurtenances described herein and according to the plans and specifications duly approved and filed as provided by KRS 162.120.

Pending expenditures of the proceeds then remaining, such funds shall be deposited, until needed for acquisition purposes, in a special construction account established with the Board (the "Construction Fund").

The money in the Construction Fund shall be expended by payments made to defray the costs of constructing and equipping the Project, the payments to be made upon checks drawn upon by the Treasurer of the Board, as designated by a written resolution of the Board.

The Treasurer of the Board is hereby authorized to execute such checks from time to time in the necessary amounts upon the aforesaid being presented to and approved by the Board. Such checks shall be fully negotiable, and any bank shall be authorized to honor and pay the checks, provided it assumes the responsibility for the propriety of all endorsements, or all endorsements to it are guaranteed by a bank. Upon the completion of the Project, any surplus remaining in the Construction Fund may be transferred to the Bond Fund and the Board shall receive credit against its obligations due under the Lease.

Money in the Bond Fund or Construction Fund shall be invested for the benefit of the respective accounts in such portions and in such manner as is designated by the representative of the Board. Such obligations shall consist of the following:

(a) obligations of the United States and of its agencies and instrumentalities, including obligations subject to repurchase agreements, if delivery of these obligations subject to repurchase agreements is taken either directly or through an authorized custodian. These investments may be accomplished through repurchase agreements reached with sources including, but not limited to, national or state banks chartered in the Commonwealth of Kentucky;

(b) obligations and contracts for future delivery or purchase of obligations backed by the full faith and credit of the United States or a United States government agency, including but not limited to:

- (i) United States Treasury;
- (ii) Export-Import Bank of the United States;
- (iii) Farmers Home Administration;
- (iv) Government National Mortgage Corporation; and
- (v) Merchant Marine bonds;

(c) obligations of any corporation of the United States government, including but not limited to:

- (i) Federal Home Loan Mortgage Corporation;
- (ii) Federal Farm Credit Banks;
- (iii) Bank for Cooperatives;
- (iv) Federal Intermediate Credit Banks;
- (v) Federal Land Banks;
- (vi) Federal Home Loan Banks;
- (vii) Federal National Mortgage Association; and
- (viii) Tennessee Valley Authority;

(d) certificates of deposit issued by or other interest-bearing accounts of any bank or savings and loan institution which are insured by the Federal Deposit Insurance Corporation or similar entity or which are collateralized, to the extent uninsured, by any obligations, including surety bonds, permitted by KRS 41.240(4);

(e) uncollateralized certificates of deposit issued by any bank or savings and loan institution rated in one (1) of the three (3) highest categories by a nationally recognized rating agency;

(f) bankers' acceptances for banks rated in one (1) of the three (3) highest categories by a nationally recognized rating agency;

(g) commercial paper rated in the highest category by a nationally recognized rating agency;

(h) bonds or certificates of indebtedness of the Commonwealth of Kentucky and of its agencies and instrumentalities;

(i) securities issued by a state or local government, or any instrumentality or agency thereof, in the United States, and rated in one (1) of the three (3) highest categories by a nationally recognized rating agency; and

(j) shares of mutual funds, each of which shall have the following characteristics:

(i) the mutual fund shall be an open-end diversified investment company registered under the Federal Investment Company Act of 1940, as amended;

(ii) the management company of the investment company shall have been in operation for at least five (5) years; and

(iii) all of the securities in the mutual fund shall be investments described in (a) - (i) above.

The obligations invested in, in any event, shall mature not later than the time funds may be needed for the payments of Bond requirements or for construction purposes, respectively. In the event checks are required to accomplish the investment of funds in the Bond Fund and Construction Fund, such checks shall be signed by the Treasurer of the Board, although such checks are not now contemplated. To the extent that the investment of Bond Fund monies generate funds in excess of the then current principal and interest requirements on the Bonds, the Board's obligation under the Lease shall be reduced in a like amount for the semi-annual period in question.

SECTION 14. Misapplication of Bond Proceeds not to Affect Validity of Bonds. If for any reason the proceeds of the Bonds are not properly allocated or if there is any misapplication thereof, such improper allocation or misapplication shall not affect the validity of any Bonds issued in accordance with this Bond Resolution.

SECTION 15. Legal Description of Leased Properties. The Project properties which are subject to the statutory mortgage lien and pledge of revenues securing the Bonds are located upon the sites described in Exhibit E to this Bond Resolution which is incorporated in full herein by reference. Notwithstanding anything contained herein to the contrary, the statutory mortgage lien and revenue pledge are restricted in their application to the exact location of the Project, with rights of way for ingress and egress, and the right is specifically reserved by the Corporation and/or the Board to construct upon any unoccupied portions of the school sites described in Exhibit E hereto other structures and improvements for school purposes, which structures and improvements shall not be subject to any extent to the statutory mortgage lien and revenue pledge.

SECTION 16. Covenant Against Arbitrage. The Corporation 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 Corporation on the Bonds shall, for the purposes of Federal income taxation, be exempt from income taxation under any valid provision of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "Code").

Neither the Corporation nor the Board shall permit at any time or times any of the proceeds of the Bonds to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any such Bonds to be "arbitrage bonds" as defined in Sections 103(b)(2) and 148 of the Code, as then in effect.

In order to assure compliance with this Section, thereby better securing and protecting the holders of the Bonds, the Corporation covenants that it will not purchase any obligation or invest the proceeds of the Bonds in any obligations that produce a yield in excess of the applicable maximum yield as may be permitted by the Code, nor will it permit the Board to take such action.

The Corporation further covenants that prior to the issuance of the Bonds and as a condition precedent to such issuance the Corporation shall certify by issuance of a certificate of the President, supplemental to this Bond Resolution, 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 which would cause such obligations to be "arbitrage bonds" under the Code. The President is hereby designated and charged by the Board of Directors with the responsibility for issuing the Bonds herein authorized.

The Corporation, as an agency and instrumentality of the Board, hereby certifies that it does not reasonably anticipate that less than 95% of the proceeds of the Bonds will be used for "local government activities" of the Corporation.

The Corporation further covenants that it will cause to be filed with the Internal Revenue Service the reporting statements required by the Code.

SECTION 17. Preliminary Official Statement and Final Official Statement Authorized; Appointment of Financial Advisor and Bond Counsel. Ross, Sinclair & Associates, LLC, Lexington, Kentucky, Financial Advisor for the Corporation and the Board, having prepared a Preliminary Official Statement on behalf of and in conjunction with the Board and the Board of Directors in regard to the sale of the Bonds containing all pertinent information concerning the Bonds, and the Preliminary Official Statement having been reviewed by the Board of Directors and the Board, same is hereby authorized, ratified and approved and deemed "final" within the meaning of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"). The President and the Secretary are hereby each separately authorized to acknowledge same and to deem the Preliminary Official Statement "final" within the meaning of the Rule. The Financial Advisor is further directed to prepare a Final Official Statement complying with the requirements of the Rule and the President and Secretary are each hereby directed and authorized to assist with the preparation of the Final Official Statement and to take such actions as may be necessary to insure compliance with the Rule. The President and Secretary are also authorized to execute the Financial Advisor's contract on behalf of the Corporation, which contract is hereby authorized, ratified and approved. Dinsmore & Shohl LLP is hereby officially appointed Bond Counsel for the Bonds.

SECTION 18. Registration of Bonds; Duties of Bond Registrar and Paying Agent. The Huntington National Bank, Cincinnati, Ohio, is hereby designated as the Bond Registrar and Paying Agent for the Bonds (the "Bond Registrar" and "Paying Agent"). The Bond Registrar and Paying Agent shall receive compensation for its services in accordance with its Agreement with the Corporation and the Board (attached hereto as Exhibit F and made a part of this Resolution) the President and Secretary are hereby each separately authorized and empowered to execute said Agreement on behalf of the Corporation. The Lease authorized under Section 1 of this Bond Resolution shall contain provisions whereby the Board shall be responsible for and shall pay the fees and charges of the Bond Registrar/Paying Agent as additional rentals thereunder.

The duties of the Bond Registrar shall be as follows:

- (a) To register all Bonds in the name of the owner thereof in accordance with the provisions of the Code;
- (b) Upon being supplied with a properly authenticated assignment satisfactory to the Bond Registrar (in the sole discretion of the Bond Registrar), to transfer the ownership of any Bond from one registered owner to another within three (3) business days of the receipt of proper authentication by the Bond Registrar;
- (c) To cancel and destroy (or remit to the Corporation for destruction) all exchanged or matured Bonds, and to maintain adequate records relative thereto;

The duties of the Paying Agent shall be as follows:

- (a) To maintain the Bond Fund established under this Bond Resolution and to invest amounts therein in accordance with the provisions hereof;
- (b) To remit, but only to the extent that all required funds are made available to the Paying Agent by the Board and the Commission, semiannual interest payments direct to the registered owner of each Bond by regular United States Mail; interest payments shall be deposited in the United States Mail no later than each interest due date. Matured or redeemed Bonds shall be payable upon presentation to the Paying Agent. For interest payment purposes, the Paying Agent shall be entitled to rely on its records as Bond Registrar as to the ownership of each Bond as of the 15th day of the month preceding an interest due date and the Paying Agent's checks shall be drawn and mailed accordingly;
- (c) To notify each registered owner to be prepaid and to redeem Bonds prior to their stated maturity upon their presentation in accordance with the provisions of Section 2 of this Bond Resolution upon being supplied with sufficient funds;
- (d) To supply the Board and the Commission with a written accounting evidencing the payment of interest and principal within thirty days following each due date.

The Bond Registrar/Paying Agent shall be entitled to the advice of counsel and shall be protected for any acts taken by it in good faith and reliance upon such advice. The Bond Registrar/Paying Agent shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be within its discretion or the power conferred upon it by this Bond Resolution or its Agreement with the Corporation and Board, or be responsible for the consequences of any oversight or error of judgment. The Paying Agent may at any time resign from its position as Bond Registrar/Paying Agent as set forth in this Bond Resolution and in its Agreement with the Corporation and the Board by filing its resignation with the Secretary and notifying the original purchaser or purchasers of the Bonds herein authorized. Thereupon, the Corporation, with the concurrence of the Board, shall designate a successor Bond Registrar/Paying Agent which shall be an incorporated bank or trust company. Notwithstanding the foregoing, in the event of the resignation of the Bond Registrar/Paying Agent, provisions shall be made for the orderly transition of the books, records and accounts relating to the Bonds to the successor Bond Registrar/Paying Agent in order that there will be no delinquencies in the payment of interest or principal due on the Bonds.

SECTION 19. Continuing Disclosure; Policies and Procedures. In accordance with the Rule, this Board hereby covenants and agrees that the Corporation will execute, comply with and carry out all provisions of a continuing disclosure agreement dated as of April 1, 2018 (the "Disclosure Agreement"), among the Board, the Corporation and Ross, Sinclair & Associates, LLC (the "Disclosure Agent"), the form of which is attached hereto as Exhibit G. The Disclosure Agent shall receive compensation for its services in accordance with the Disclosure Agreement. The President and Secretary are hereby each separately authorized and directed to execute said Disclosure Agreement on behalf of the Corporation. The Lease authorized under Section 1 of this Bond Resolution shall contain provisions whereby the Board shall be responsible for and shall pay the fees and charges of the Disclosure Agent as additional rentals thereunder. The Corporation further confirms the policies and procedures heretofore adopted by the Corporation to ensure continuing compliance with the Corporation's disclosure undertakings and authorizes and directs the President of the Corporation to execute and deliver such certifications as shall be necessary to confirm such procedural compliance.

SECTION 20. Contractual Nature of Bond Resolution. This Bond Resolution shall constitute a contract between the Corporation and all who may become the holders of the Bonds, and any bonds subsequently issued ranking on a parity therewith, and after the issuance and delivery of the Bonds, no change, variation or alteration of any kind in the provisions of this Bond Resolution shall be made in any manner except for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained herein.

SECTION 21. Severability. If any section, paragraph or clause hereof shall be held invalid, the invalidity of said section, paragraph or clause shall not affect any of the remaining provisions of this Bond Resolution.



SECTION 22. Conflicts Repealed. All orders, resolutions or parts thereof in conflict with the provisions of this Bond Resolution are hereby repealed and this Bond Resolution shall take effect and be in force upon its adoption.

Passed and Approved the 5th day of March, 2018.

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President

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Secretary

**EXHIBIT A**  
**(FORM OF BOND)**

UNITED STATES OF AMERICA  
COMMONWEALTH OF KENTUCKY  
KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION  
SCHOOL BUILDING REVENUE BOND, SERIES 2018

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		April 1, 2018	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Kenton County School District Finance Corporation (the "Corporation") hereby acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue (or most recent date to which interest has been paid) at the Interest Rate set forth above commencing October 1, 2018 and semi-annually thereafter on each April 1 and October 1 until said Principal Amount is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be and become applicable thereto.

Both principal and premium (if any) on this Bond are payable at the principal office of The Huntington National Bank, Cincinnati, Ohio (the "Bond Registrar and Paying Agent") upon presentation and surrender of this Bond. Payment of each installment of interest shall be made to the Registered Owner hereof as shown by the registration books of the Bond Registrar at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check of the Paying Agent mailed to such Registered Owner through regular United States mail postmarked no later than the due date thereof.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

This Bond shall not be a valid obligation of the Corporation unless and until it has been authenticated by the manual signature of the duly authorized officer of the Bond Registrar, its successor or successors, by the execution of the Authentication Certificate hereon.

This Bond is exempt from ad valorem and income taxation by the Commonwealth of Kentucky and all of its political subdivisions as of the date issued and delivered.

By the execution hereof, the Corporation certifies, recites and declares that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance

of this Bond and the issue of which it forms a part, do exist, have happened and have been performed in due time, form and manner as required by law in order to make this a valid and legal revenue obligation of the Corporation and the Corporation covenants that so long as this Bond and the issue of which it forms a part remain outstanding and unpaid, it shall perform all duties imposed upon it by the Constitution and Statutes of Kentucky and the Resolution authorizing the Bonds.

IN WITNESS WHEREOF, the Kenton County School District Finance Corporation has caused this Bond to be executed on its behalf with the reproduced facsimile signature of its President, attested by the reproduced facsimile signature of its Secretary, all as of the 1st day of April, 2018.

KENTON COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION

By: (Facsimile Signature)  
President

ATTEST:

By: (Facsimile Signature)  
Secretary

[FORM OF AUTHENTICATION CERTIFICATE]

This Bond is one of the issue of Bonds described and provided for in the within-mentioned Bond Resolution passed and adopted by the Board of Directors of Kenton County School District Finance Corporation authorizing \$\_\_\_\_\_ of Kenton County School District Finance Corporation School Building Revenue Bonds, Series 2018, dated April 1, 2018.

Date of Authentication: \_\_\_\_\_

The Huntington National Bank, Cincinnati, Ohio,  
Bond Registrar

By: \_\_\_\_\_  
Authorized Officer

This Bond is part of an authorized issue of \$\_\_\_\_\_ of bonds (the "Bonds") authorized to be issued by the Corporation pursuant to a Bond Resolution adopted by its Board of Directors on behalf of the Board of Education of Kenton County School District (the "Board"), in order to provide funds for the construction of school building property (the "Project") pursuant to the provisions of Sections 162.120 through 162.300 and 162.385 of the Kentucky Revised Statutes. This Bond and the issue of which it forms a part are equally secured by statutory

mortgage lien upon and a pledge of the revenues derived from the Project acquired and constructed with the proceeds of the Bonds which have been leased from the Corporation to the Board on a year to year basis under a certain Contract, Lease and Option (the "Lease"), with the exclusive option in the Board to renew the Lease each year until the Bonds have been completely paid and retired. This Bond does not constitute an indebtedness of the Corporation within the meaning of any constitutional provision or limitation and is payable only from the revenues generated under the Lease of the Project from the Corporation to the Board. The right is reserved in the Corporation and the Board to construct independently financed school building Project free and clear of said statutory mortgage lien and revenue pledge on property unoccupied by the improvements financed from the proceeds of the Bonds. The right is reserved in the Corporation to issue additional bonds ranking on a parity herewith as to security and source of payment, but only for the purpose of completing the construction of the Project initially scheduled to be financed from the proceeds of the Bonds.

The statutory mortgage lien upon and the pledge of the revenues derived from said school building property, which are hereby recognized as valid and binding, are hereby created and granted in favor of the holder of this Bond and the issue of which it forms a part, and said school building property and any appurtenances thereto shall remain subject to said statutory mortgage lien and revenue pledge until the payment in full of the principal and interest on this Bond and the issue of which it forms a part; provided, however, that said statutory mortgage lien and revenue pledge are and shall be restricted in their application to the school buildings and appurtenances thereto financed by this Bond and the issue of which it forms a part, and such easements and rights of way for ingress, egress and the rendering of services thereto as may be necessary for the proper use and maintenance of the same; the right being hereby expressly reserved to erect or construct upon the school sites described in the Resolution authorizing the issuance of the Bonds and in the Contract, Lease and Option under which same are leased to the Board of Education of the Kenton County School District other independently financed school building Project free and clear of said statutory mortgage lien and revenue pledge, which other independently financed school building Project may or may not have a party wall with and adjoin the school buildings and appurtenances which are subject to said statutory mortgage liens and revenue pledges, provided no part of the cost of said other independently financed school building Project is paid from the proceeds of the sale of this Bond and the issue of which it forms a part; and provided the necessary easements for ingress and egress shall be deemed to exist and continue to exist for all school buildings, improvements and additions financed by this or other bonds.

The Board has reserved the right at any time to obtain the release of the Project from the aforesaid statutory mortgage lien and revenue pledge by effecting the redemption of outstanding Bonds.

The Board has entered into a certain Participation Agreement with the Kentucky School Facilities Construction Commission, an independent corporate agency and instrumentality of the Commonwealth of Kentucky (the "Commission") established by §§ 157.611 through 157.640 of the Kentucky Revised Statutes (the "Act") for the purpose of assisting local school districts in meeting the school construction needs of the Commonwealth in a manner which will ensure an equitable distribution of funds based upon unmet need. In accordance with the Act and the regulations of the Commission, the Commission has determined that the Board is entitled to

financial assistance from the Commission in meeting the unmet need represented by the Project and has made an offer of assistance to the Board to provide financial assistance through the payment of a portion of the principal and interest requirements on the Bonds (the "Agreed Participation"). Under the Participation Agreement between the Commission and the Board, the Commission has agreed to pay an annual Agreed Participation of \$\_\_\_\_\_ for each year to and including April 1, 2038 directly to the Paying Agent and the Board has pledged and assigned all of its interest in the Agreed Participation under the Participation Agreement to the Corporation in accordance with the Lease. Under the Constitution of the Commonwealth, the obligation of the Commission is limited to the annual Agreed Participation to the first biennial budget period ending June 30, 2018, but the obligation of the Commission to pay the annual Agreed Participation shall automatically renew each two years for a period of two years unless the Commission shall give notice of its intention not to renew. The Commission, by the execution of the Participation Agreement, has expressed its present intention to continue to pay the Agreed Participation in each successive biennial budget period until the retirement of the Bonds, but such expression does not legally obligate the Commission to do so.

The Bonds maturing on April 1, 2029, are subject to redemption prior to their stated maturities on or after April 1, 2028, in whole or in part (less than all of a single maturity to be selected by lot), upon notice of such prior redemption being given by the Paying Agent by regular United States Mail to the registered Owners of the Bonds so selected not less than thirty (30) days prior to the date of redemption, upon terms of the face amount, plus accrued interest to the date of redemption.

The Bonds are further subject to extraordinary optional redemption prior to their stated maturities on any date, in such order of maturities as the Corporation may determine (less than all of a single maturity to be selected by lot), in whole or in part, from the proceeds of casualty insurance received upon the total destruction by fire, lightning, windstorm or other hazard of any of the buildings constituting the Project, upon notice of such prior redemption being given by the Paying Agent by regular United States Mail to the registered Owners of the Bonds so selected not less than thirty (30) days prior to the date of redemption, upon terms of the face amount, plus accrued interest to the date of redemption.

This Bond shall be transferable only upon the presentation and surrender hereof at the principal office of the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative. Bonds of the same principal maturity may be issued at the request of the Registered Owner in denominations of multiples of \$5,000.

[FORM OF CERTIFICATE]

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Attorneys, Covington, Kentucky, regarding the issue of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

(Facsimile Signature) \_\_\_\_\_

Secretary

[FORM OF BOND COUNSEL OPINION]

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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(Please print or typewrite Name and Address, including Zip Code, and Federal Taxpayer Identification or Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed by:

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NOTICE: Signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

## EXHIBIT B

### NOTICE OF BOND SALE

The Secretary of Kenton County School District Finance Corporation, Alexandria, Kentucky, will until 11:00 A.M., E.T., on March 28, 2018, receive at the Office of the Executive Director of the Kentucky School Facilities Construction Commission, 229 West Main St., Suite 102, Frankfort, Kentucky 40601, sealed competitive bids for approximately \$14,145,000 of the Corporation's School Building Revenue Bonds, Series 2018, dated April 1, 2018, being fully registered bonds in denominations in multiples of \$5,000 (within the same maturity), maturing as to principal in varying amounts on April 1 in the years 2019 through 2038. The Bonds are subject to optional redemption prior to their stated maturities on or after April 1, 2029. Electronic bids may be submitted via the **BiDCOMP™/PARITY™** system, in the manner described below.

The Corporation reserves the right to increase or decrease the amount of Bonds to be purchased by the successful bidder by an amount not to exceed \$1,415,000, in increments of \$5,000 at the sale price per \$1,000 of Bonds; such increase or decrease to be made in any maturity.

Bids must be on Official Bid Form contained in the Preliminary Official Statement, available from the undersigned or Ross, Sinclaire & Associates, LLC, 325 West Main Street, Suite 300, Lexington, Kentucky 40507. Reference is made to the Official Terms and Conditions of Bond Sale contained in the Preliminary Official Statement for further details and bidding conditions. For further information regarding the **BiDCOMP™/PARITY™** system may be obtained from **BiDCOMP™/PARITY™**, 1359 Broadway - 2<sup>nd</sup> Floor, New York, NY 10018, Telephone: (800) 850-7422.

Sale on tax-exempt basis, subject to approving legal opinion of Dinsmore & Shohl LLP, Bond Counsel, Covington, Kentucky. The Corporation has not designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Right to reject bids or waive informality reserved.

KENTON COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION

By: /s/ Carl Wicklund

President



## **EXHIBIT C**

### **OFFICIAL TERMS AND CONDITIONS OF BOND SALE**

\$14,145,000\*

Kenton County School District Finance Corporation  
School Building Revenue Bonds, Series 2018  
Dated April 1, 2018

SALE: March 28, 2018 at 11:00 A.M., E.T.

As advertised in The Bond Buyer, published in New York, New York, The Courier-Journal, published in Louisville, Kentucky and the Kentucky Enquirer, published in Covington, Kentucky, the Secretary of the Kenton County School District Finance Corporation (the "Corporation") will until March 28, 2018, at the hour of 11:00 A.M., E.T., at the office of the Executive Director of the Kentucky School Facilities Construction, 229 West Main St., Suite 102, Frankfort, Kentucky 40601, receive sealed competitive bids for the revenue bonds (the "Bonds") herein described. To be considered, Bids must be submitted on an Official Bid Form and must be delivered to the Secretary at the address indicated on the date of sale no later than the hour indicated. Bids will be opened by the Secretary and may be accepted without further action by the Corporation's Board of Directors.

\*Subject to Permitted Adjustment increasing or decreasing the issue by \$1,415,000.

#### **STATUTORY AUTHORITY, PURPOSE OF ISSUE AND SECURITY**

The Bonds are authorized pursuant to KRS 162.120 through 162.300, 162.385 and KRS 58.180 and are issued in accordance with a Resolution of the Corporation's Board of Directors. Said Bonds are revenue bonds and constitute a limited indebtedness of the Corporation payable from rental revenues derived by the Corporation from the Board under the Lease identified below.

The Bonds are being issued to finance the cost of the acquisition, construction, installation and equipping of Phase IV renovations at Scott High School and improvements at Hinsdale Elementary School as well as to finance demolition and site work at Twenhofel Elementary School (collectively, the "Project") and are secured by a statutory mortgage lien upon and a pledge of the revenues from the rental of the school buildings to the Board under a Contract, Lease and Option (the "Lease") on a year to year basis; the first rental period ending June 30, 2018. The statutory mortgage lien securing the Bonds is limited in its application to the exact site of the Project constructed from the proceeds of the Bonds, real estate unoccupied by the Project is unencumbered. The Board has reserved the right to obtain the release of the statutory mortgage lien and revenue pledge on the site of the Project by effecting the redemption or defeasance of the proportionate part of the Bonds then outstanding as was expended on the site being released. Should the Board default in its obligations under the Lease or fail to renew the Lease, the Registered Owners of the Bonds have the right to have a receiver appointed to administer the Project under KRS 162.220; foreclosure and sale are not available as remedies.

The rental of the Project from the Corporation to the Board is to be effected under the Lease, whereunder the Project is leased to the Board for an initial period ending June 30, 2018, with an option in the Board to renew the Lease each year at rentals sufficient to provide for the principal and interest requirements on the Bonds as they become due, plus the costs of insurance, maintenance, depreciation, and bond issuance and administration expenses; the Board is legally obligated only for the initial rental period and for one year at a time thereafter each time the Lease is renewed.

Although the Board is obligated to pay the Corporation annual rentals in the full amount of the principal and interest requirements on the Bonds for each year in which the Lease is renewed, the Board has entered into the Lease in reliance upon a certain Participation Agreement by and between the Board and the Kentucky School Facilities Commission (the "Commission"). Under the terms of the Participation Agreement, the Commission has agreed to pay annually, until April 1, 2038 directly to the Paying Agent for the Bonds a stated agreed participation of approximately \_\_% of the debt service requirements for the Bonds herein identified until such date, subject to the constitutional restrictions limiting the commitment to the biennial; said annual amount is to be applied only to the principal and interest requirements of the Bonds so long as the Board renews the Lease. Under the Lease, the Board has pledged and assigned all of its rights under the Participation Agreement in and to the Agreed Participation to the Corporation in order to secure the Bonds and has agreed to pay that portion of the rentals in excess of the Agreed Participation for each year in which the Lease is renewed.

#### **KENTUCKY SCHOOL FACILITIES CONSTRUCTION COMMISSION**

The Commission is an independent corporate agency and instrumentality of the Commonwealth of Kentucky established pursuant to the provisions of §§ 157.611 through 157.640 of the Kentucky Revised Statutes, as repealed, amended, and reenacted (the "Act") for the purpose of assisting local school districts in meeting the school construction needs of the Commonwealth in a manner which will ensure an equitable distribution of funds based upon unmet need.

The Kentucky School Facilities Construction Commission (the "Commission") is an independent corporate agency and instrumentality of the Commonwealth of Kentucky established pursuant to the provisions of §§ 157.611 through 157.640 of the Kentucky Revised Statutes, as repealed, amended, and reenacted (the "Act") for the purpose of assisting local school districts in meeting the school construction needs of the Commonwealth in a manner which will ensure an equitable distribution of funds based upon unmet need. Pursuant to the provisions of the Act, the Regulations of the State Board of Education and of the Commission, the Commission has determined that the Board is eligible for participation from the Commission in meeting the costs of the Projects and has entered into the Participation Agreement with the Board whereunder the Commission agrees to pay an Agreed Participation equal to approximately \_\_% of the debt service requirements each year to be applied only to the payment of the principal and interest requirements on the Bonds; provided, however, that the contractual commitment of the Commission to pay the annual Agreed Participation is limited to the biennial budget period of the Commonwealth, with the first such biennial period terminating on June 30, 2018. The right is reserved in the Commission to terminate the commitment to pay the Agreed Participation every two years thereafter. The obligation of the Commission to make payments of the Agreed

Participation shall be automatically renewed each two years for a period of two years unless the Commission shall give notice of its intention not to participate not less than sixty days prior to the end of the biennium; however, by execution of the Participation Agreement, the Commission has expressed its present intention to continue to pay the Agreed Participation in each successive biennial budget period until the retirement of all of the Bonds, but such execution does not obligate the Commission to do so.

**ADDITIONAL PARITY BONDS FOR COMPLETION OF PROJECT**

The Corporation has reserved the right and privilege of issuing additional bonds from time to time payable from the income and revenues of said Project and secured by the same statutory mortgage lien and pledge of revenues, but only if and to the extent the issuance of such additional parity bonds may be necessary to pay the costs, for which funds are not otherwise available, of completing the construction of said Project in accordance with the plans and specifications of the architect in charge of said Project, which plans have been completed, approved by the Board, State Department of Education, and filed in the office of the Secretary of the Corporation.

**BOND MATURITIES, PRIOR REDEMPTION PROVISIONS AND PAYING AGENT**

The Bonds shall be in denominations in multiples of \$5,000 within the same maturity, bear interest from April 1, 2018, payable on October 1, 2018, and semiannually thereafter and shall mature as to principal on April 1, 2019 and April 1 in each of the years thereafter as follows:

<u>MATURITY</u>	<u>AMOUNT*</u>	<u>MATURITY</u>	<u>AMOUNT*</u>
April 1, 2019	\$40,000	April 1, 2029	\$950,000
April 1, 2020	45,000	April 1, 2030	980,000
April 1, 2021	50,000	April 1, 2031	1,015,000
April 1, 2022	45,000	April 1, 2032	1,050,000
April 1, 2023	50,000	April 1, 2033	1,085,000
April 1, 2024	45,000	April 1, 2034	1,125,000
April 1, 2025	50,000	April 1, 2035	1,165,000
April 1, 2026	870,000	April 1, 2036	1,210,000
April 1, 2027	895,000	April 1, 2037	1,255,000
April 1, 2028	920,000	April 1, 2038	1,300,000

\*Subject to Permitted Adjustment of the amount of Bonds awarded of up to \$1,415,000 which may be applied in any or all maturities.

The Bonds maturing on April 1, 2029, are subject to redemption prior to their stated maturities on or after April 1, 2028, in whole or in part (less than all of a single maturity to be selected by lot), upon notice of such prior redemption being given by the Paying Agent by regular United States Mail to the registered Owners of the Bonds so selected not less than thirty (30) days prior to the date of redemption, upon terms of the face amount, plus accrued interest to the date of redemption.

The Bonds are further subject to extraordinary optional redemption prior to their stated maturities on any date, in such order of maturities as the Corporation may determine (less than all of a single maturity to be selected by lot), in whole or in part, from the proceeds of casualty insurance received upon the total destruction by fire, lightning, windstorm or other hazard of any of the buildings constituting the Project, upon notice of such prior redemption being given by the Paying Agent by regular United States Mail to the registered Owners of the Bonds so selected not less than thirty (30) days prior to the date of redemption, upon terms of the face amount, plus accrued interest to the date of redemption.

The Bonds are to be issued in fully registered form (both principal and interest). The Huntington National Bank, Cincinnati, Ohio, the Bond Registrar and Paying Agent, shall remit interest on each semiannual due date to each Registered Owner of records of the 15th day of each month preceding the due date by regular United States Mail postmarked as of the interest due date. Principal shall be paid upon submission of matured Bond Certificates to the Paying Agent. Subsequent to the initial delivery of the Bonds, upon the submission of proper authentication, the Bond Registrar shall transfer ownership of Bonds within three (3) business days of receipt without expense to the Registered Owner.

### **FINAL OFFICIAL STATEMENT**

The Corporation shall provide to the successful purchaser a Final Official Statement. 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 bidder under SEC or Municipal Securities Rulemaking Board delivery requirements. The successful bidder shall be required to pay for the printing of the Final Official Statement.

### **BOND MATURITIES, PRIOR REDEMPTION PROVISIONS AND PAYING AGENT**

The Bonds will mature, have interest payment dates, be subject to redemption, have a Paying Agent and Registrar, be subject to the issuance of additional bonds and have other conditions and restrictions as set forth in the Preliminary Official Statement describing the Bonds. Reference is made to the Preliminary Official Statement for such information and for information regarding the District and the Corporation.

### **BIDDING CONDITIONS AND RESTRICTIONS**

(A) Bids must be made on Official Bid Form, contained in the Official Statement available from the undersigned or Ross, Sinclair & Associates, LLC 325 West Main Street, Suite 300, Lexington, Kentucky 40507, enclosed in sealed envelopes marked "Bid for School Building Revenue Bonds." Bids may alternatively be submitted electronically via **BiDCOMP™/PARITY™** system. Electronic bids for the Bonds must be submitted through the **BiDCOMP™/PARITY™** system and no other provider of electronic bidding services will be accepted. Subscription to the **BiDCOMP™/PARITY™** system is required in order to submit an electronic bid. The Corporation 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 the **BiDCOMP™/PARITY™** system 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 the **BiDCOMP™/PARITY™** system conflict with the terms of the Official Terms and Conditions of Sale of Bonds, this Official Terms and Conditions of Sale of Bonds shall prevail. Electronic bids made through the facilities of the **BiDCOMP™/PARITY™** system 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 the Corporation. The Corporation 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 the **BiDCOMP™/PARITY™** system. The use of the **BiDCOMP™/PARITY™** system facilities are at the sole risk of the prospective bidders. For further information regarding the **BiDCOMP™/PARITY™** system, potential bidders may contact **BiDCOMP™/PARITY™**, 1359 Broadway - 2<sup>nd</sup> Floor, New York, NY 10018, Telephone: (800) 850-7422. Notwithstanding the foregoing non-electronic bids may be submitted via facsimile or by hand delivery utilizing the Official Bid Form.

(B) The minimum bid for the Bonds shall be not less than \$13,862,100 (98% of par), plus accrued interest. Interest rates shall be in multiples 1/8 or 1/20 of 1% or both. Only one interest rate shall be permitted per Bond and all Bonds of the same maturity shall bear the same rate. Interest rates must be on an ascending scale, in that the interest rate stipulated for any maturity shall not be less than the interest rate for any preceding maturity. There is no limit on the number of different interest rates.

(C) The maximum permissible net interest cost for each of the Bonds shall not exceed "The Bond Buyer's" Index of 20 Municipal Bonds as established on the Thursday immediately preceding the sale of said bonds plus 1.50%

(D) The determination of the best purchase bid for each of the Bonds shall be made on the basis of all bids submitted for exactly \$14,145,000 principal amount of Bonds offered for sale hereunder; but the Corporation may adjust the principal amount of Bonds which may be awarded to such best bidder upward or downward by \$1,415,000 (the "Permitted Adjustment") to a minimum of \$12,730,000 or a maximum of \$15,560,000. In the event of such Permitted Adjustment, no rebidding or recalculation of a submitted bid will be required or permitted. The price at which such adjusted principal amount of Bonds will be sold will be the same price per \$1,000 of Bonds as the price per \$1,000 for the \$14,145,000 of Bonds bid.

(E) If three (3) or more bids for the Bonds are received as a result of this competitive sale, the successful purchaser will be required to certify on or before the issue date the reasonably expected initial offering price to the public for each Maturity of the Bonds which prices are the prices for each Maturity of the Bonds used by the successful purchaser in formulating its bid to purchase the Bonds.

If less than three (3) bids for the Bonds are received as a result of this competitive sale, the successful purchaser, by submitting a bid pursuant to a published Notice of Sale, has agreed in writing that they will be required to certify on or before the issue date (and provide reasonable supporting documentation for such Certification, such as a copy of the Pricing Wire or equivalent communication) for each Maturity of the Bonds (i) the first price at which at least 10% of each Maturity of the Bonds was sold to the Public, (ii) the initial offering price to the

public as of the Sale Date of any Maturity of the Bonds, and (iii) that they neither offered nor sold any of the Bonds of any Maturity to any person at a price that is higher than the initial offering price for such Maturity during the Holding Period for such Maturity.

Bids will not be subject to cancellation or withdrawal by the bidder in the event that three bids are not received and the winning bidder shall advise the Corporation on the Sale Date if any maturity of the Bonds satisfies the 10% test set forth in (i) above as of the date and time of the award of the Bonds.

For purposes of the above the following terms are defined as follows:

(i) *Holding Period* means, with respect to a Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the successful purchaser has sold at least 10% of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(ii) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

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

(iv) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is March 28, 2018.

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

(F) CUSIP identification numbers will be printed on the Bonds at the expense of the purchaser. The purchaser shall pay the CUSIP Service Bureau Charge and the cost of printing the Final Official Statement. Improper imprintation or the failure to imprint CUSIP numbers shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the Bonds in accordance with the terms of any accepted proposal for the purchase of the Bonds.

(G) The Corporation shall provide to the successful purchaser a Final Official Statement in accordance with SEC Rule 15c2-12, as amended. 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 bidder under SEC or Municipal Securities Rulemaking Board Delivery Requirements. The successful bidder shall be required to pay for the printing of the Final Official Statement.

(H) Bids need not be accompanied by a certified or bank cashier's good faith check, but the successful bidder will be required to wire transfer to the order of the Corporation an amount equal to 2% of the amount of the principal amount of Bonds awarded by the close of business on the day following the award. Said good faith amount will be forfeited as liquidated damages in the event of a failure of the successful bidder to take delivery of such Bonds when ready. The good faith amount (without interest) will be applied to the purchase price upon delivery of the Bonds. The successful bidder shall not be required to take up and pay for said Bonds unless delivery is made within 45 days from the date the bid is accepted.

(I) The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. They will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Bond certificate will be issued for each maturity of the Bonds of each series, each in the aggregate principal amount of such maturity, and will be deposited with DTC. Purchases of the Bonds under the DTC system must be made by or through securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations (the "Direct Participants"), which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (a "Beneficial Owner") is in turn to be recorded on the records of Direct Participants or securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant (the "Indirect Participants"). Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

(J) The purchaser shall be required to supply the Bond Registrar with the name, address, social security number or taxpayer identification number, principal amount and principal maturities for each person or entity in whose name Bonds are to be registered. Failure of a purchaser to fully designate the Registered Owners of Bonds shall result in the issuance of Bond Certificates by the Registrar in the purchaser's "street name" (to the extent a purchaser fails to designate).

(K) The Corporation reserves the right to reject any and all bids or to waive any informality in any bid. The Bonds are offered for sale subject to the principal and interest not being subject to Federal or Kentucky income taxation or Kentucky ad valorem taxation on the

date of their delivery to the successful bidder, in accordance with the Final Approving Legal Opinion of Dinsmore & Shohl LLP, Covington, Kentucky, which Opinion will be qualified in accordance with the section hereof on TAX TREATMENT.

(L) The successful purchaser may require that a portion of the Bonds be term bonds maturing on one or more dates (the "Term Bonds"); provided, however, that the Term Bonds shall be subject to mandatory sinking fund redemption by lot at a redemption price of 100% of the principal amount thereof plus accrued interest to the date of redemption on April 1 of the years and in the principal amounts set forth in the final adjusted maturity schedule as seen on page 2 of the successful bid.

(M) Prospective bidders are advised that Ross, Sinclair & Associates, LLC has been employed as Financial Advisor in connection with the issuance of the Bonds. Ross, Sinclair & Associates, LLC's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery thereof. Bidders may submit a bid for the purchase of the Bonds at the time of the advertised public sale, either individually or as a member of a syndicate organized to submit a bid for the purchase of the Bonds.

(N) As required by the Code, the purchaser of the Bonds will be required to certify to the Corporation as to certain of their activities regarding any reoffering to the public of the Bonds, including any reoffering prices.

### **CONTINUING DISCLOSURE**

In accordance with Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule") the Board and the Corporation (the "Obligated Persons") will agree pursuant to a Continuing Disclosure Agreement to be dated as of April 1, 2018 (the "Disclosure Agreement"), with Ross, Sinclair & Associates, LLC, as disclosure agent (the "Disclosure Agent"), to be delivered on the date of delivery of the Bonds, to cause the following information to be provided through the Disclosure Agent:

(a) to the Municipal Securities Rulemaking Board ("MSRB") or any successor thereto for purposes of the Rule, through the continuing disclosure service portal provided by the MSRB's Electronic Municipal Market Access ("EMMA") system as described in 1934 Act Release No. 59062, or any similar system that is acceptable to the Securities and Exchange Commission, certain annual financial information and operating data, including audited financial statements, generally consistent with the information contained under the headings "Bond Debt Service", "Local Support"-Local Tax Rates, -Property Assessments and Revenue Collections, -District's Largest Taxpayers, -Overlapping Bond Indebtedness", "SEEK Allotment" and in Appendix B of this Official Statement (the "Annual Financial Information"); such information shall include, at a minimum, that financial information and operating data which is customarily prepared by the Obligated Persons and is publicly available. The annual financial information shall be provided on or before the 270th day following the fiscal year ending on the preceding June 30;



(b) to the MSRB, in a timely manner, not in excess of ten business days after the occurrence of the event, notice of the occurrence of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) 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 status of the security, or other material events affecting the tax-exempt status of the security;
- (vii) Modifications to rights of security holders, if material;
- (viii) Bond calls, if material, and tender offers (except for mandatory scheduled redemptions not otherwise contingent upon the occurrence of an event);
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the obligated person (Note: For the purposes of this event, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person);

(xiii) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(c) to the MSRB, notice of a failure (of which the Obligated Persons have knowledge) of an Obligated Person to provide the required Annual Financial Information on or before the date specified in the Disclosure Agreement.

The Disclosure Agreement provides bondholders, including beneficial owners of the Bonds, with certain enforcement rights in the event of a failure by the Obligated Persons to comply with the terms thereof; however, a default under a Disclosure Agreement does not constitute an event of default under the Bond Resolution. The Disclosure Agreement may also be amended or terminated under certain circumstances in accordance with the Rule as more fully described therein. Bondholders are advised that the Disclosure Agreement, the form of which is attached to the Official Statement as Appendix C, should be read in its entirety for more complete information regarding its contents.

For purposes of this transaction with respect to material events as defined under the Rule:

- (a) there are no debt service reserve funds applicable to the Bonds;
- (b) there are no credit enhancements applicable to the Bonds; and
- (c) there are no liquidity providers applicable to the Bonds.

The Board and Corporation have been late in making certain required filings under the terms of the Continuing Disclosure Agreements between the Board and the Corporation executed in connection with previous bond issues. The Board has filed Material Event Notices indicating its failure to file on a timely basis the following information:

- (1) An upgrade in Moody's rating of its bonds from "Aa3" to "Aa2";
- (2) A downgrade in Moody's rating of its bonds from "Aa2" to "Aa3";
- (3) Failure to file Annual Operating Data on a timely basis; and
- (4) Failure to file Annual Financial Information for one (1) year on a timely basis.

The Annual Financial Information for FY ending June 30, 2009 was filed (16) days after the deadline (March 28, 2010) and Annual Financial Information for FY ending June 30, 2011



**EXHIBIT D**

**OFFICIAL BID FORM**

Subject to the terms and conditions set forth in the Official Terms and Conditions of Bond Sale for \$14,145,000 of School Building Revenue Bonds, Series 2018, dated April 1, 2018 (the "Bonds") offered for sale by the Kenton County School District Finance Corporation (the "Corporation"), an agency and instrumentality acting on behalf of the Board of Education of the Kenton County School District and in accordance with the Notice of Bond Sale, as advertised in The Bond Buyer, published in New York, New York, The Courier-Journal, published in Louisville, Kentucky and The Kentucky Enquirer, published in Covington, Kentucky, to all of which the undersigned agrees, the undersigned hereby submits the following offer to purchase said Bonds.

We hereby bid for said \$14,145,000 principal amount of the Bonds, the total sum of \$\_\_\_\_\_ (not less than \$13,862,100) plus accrued interest from April 1, 2018, at the following annual rate(s), payable semiannually (rates on ascending scale, number of interest rates unlimited):

<u>MATURITY</u>	<u>AMOUNT*</u>	<u>INTEREST RATE</u>	<u>MATURITY</u>	<u>AMOUNT*</u>	<u>INTEREST RATE</u>
April 1, 2019	\$40,000	_____ %	April 1, 2029	\$950,000	_____ %
April 1, 2020	45,000	_____ %	April 1, 2030	980,000	_____ %
April 1, 2021	50,000	_____ %	April 1, 2031	1,015,000	_____ %
April 1, 2022	45,000	_____ %	April 1, 2032	1,050,000	_____ %
April 1, 2023	50,000	_____ %	April 1, 2033	1,085,000	_____ %
April 1, 2024	45,000	_____ %	April 1, 2034	1,125,000	_____ %
April 1, 2025	50,000	_____ %	April 1, 2035	1,165,000	_____ %
April 1, 2026	870,000	_____ %	April 1, 2036	1,210,000	_____ %
April 1, 2027	895,000	_____ %	April 1, 2037	1,255,000	_____ %
April 1, 2028	920,000	_____ %	April 1, 2038	1,300,000	_____ %

\*Subject to Permitted Adjustment

We understand this bid may be accepted for as much as \$15,560,000 of the Bonds or as little as \$12,730,000 of the Bonds, at the same price per \$1,000 Bond, with the variation in such amount occurring in any maturity of all maturities, which will be determined by the Corporation at the time of acceptance of the best bid.

It is understood that the Corporation will furnish the final, approving Legal Opinion of Dinsmore & Shohl LLP, Bond Counsel, of Covington, Kentucky.

No certified or bank cashier's check will be required to accompany the bid, but the successful bidder shall be required to wire transfer an amount equal to 2% of the principal amount of Bonds awarded by the close of business on the day following the award. Said good faith amount will be applied (without interest) to the purchase price when said Bonds are tendered for delivery.

Electronic bids for the Bonds must be submitted through **BiDCOMPT™/PARITY™** and no other provider of electronic bidding services will be accepted. Subscription to the

**BiDCOMP™/PARITY™** Competitive Bidding System is required in order to submit an electronic bid. The Corporation 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 **BiDCOMP™/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 **BiDCOMP™/PARITY™** conflict with the terms of the Official Terms and Conditions of Sale of Bonds, the Official Terms and Conditions of Sale of Bonds shall prevail. Electronic bids made through the facilities of **BiDCOMP™/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 the Corporation. The Corporation 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 **BiDCOMP™/PARITY™**. The use of **BiDCOMP™/PARITY™** facilities are at the sole risk of the prospective bidders. For further information regarding **BiDCOMP™/PARITY™**, potential bidders may contact **BiDCOMP™/PARITY™**, 1359 Broadway - 2<sup>nd</sup> Floor, New York, NY 10018, Telephone: (800) 850-7422. Notwithstanding the foregoing non-electronic bids may be submitted via facsimile or by hand delivery utilizing the Official Bid Form.

We further understand that by submitting a bid we agree as follows:

If three (3) or more bids for the Bonds are received as a result of this competitive sale, the successful purchaser will be required to certify on or before the issue date the reasonably expected initial offering price to the public for each Maturity of the Bonds which prices are the prices for each Maturity of the Bonds used by the successful purchaser in formulating its bid to purchase the Bonds.

If less than three (3) bids for the Bonds are received as a result of this competitive sale, the successful purchaser, by submitting a bid pursuant to a published Notice of Sale, has agreed in writing that they will be required to certify on or before the issue date (and provide reasonable supporting documentation for such Certification, such as a copy of the Pricing Wire or equivalent communication) for each Maturity of the Bonds (i) the first price at which at least 10% of each Maturity of the Bonds was sold to the Public, or (ii) that they neither offered nor sold any of the Bonds of any Maturity to any person at a price that is higher than the initial offering price for such Maturity during the Holding Period for such Maturity.

Bids will not be subject to cancellation or withdrawal by the bidder in the event that three bids are not received and the Issuer determines to apply the hold-the-offering-price rule. For purposes of the above the following terms are defined as follows:

(a) *Holding Period* means, with respect to a Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the successful purchaser has sold at least 10% of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

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

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is March 28, 2018.

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

If we are the successful bidder, we agree to accept and make payment for the Bonds in Federal Funds within forty-five (45) days from the date of sale in accordance with the terms of the sale.

Respectfully submitted,

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

Total interest cost from April 1, 2018 to final maturity	\$ _____
Plus discount	\$ _____
Net interest cost (Total interest cost plus discount)	\$ _____
Average interest rate or cost	_____ %

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

Accepted by the Secretary of the Kenton County School District Finance Corporation for  
 \$\_\_\_\_\_ principal amount of Bonds at the price of \$\_\_\_\_\_ as follows:

<u>MATURING</u> <u>APRIL 1</u>	<u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>	<u>MATURING</u> <u>APRIL 1</u>	<u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2019	\$_____	_____%	2029	\$_____	_____%
2020	_____	_____	2030	_____	_____
2021	_____	_____	2031	_____	_____
2022	_____	_____	2032	_____	_____
2023	_____	_____	2033	_____	_____
2024	_____	_____	2034	_____	_____
2025	_____	_____	2035	_____	_____
2026	_____	_____	2036	_____	_____
2027	_____	_____	2037	_____	_____
2028	_____	_____	2038	_____	_____

Dated: March 28, 2018

\_\_\_\_\_  
 Secretary  
 Kenton County School District  
 Finance Corporation

**EXHIBIT E**

**LEGAL DESCRIPTION OF LEASED PREMISES**

Re: \$\_\_\_\_\_ Kenton County School District Finance Corporation Kentucky  
School Building Revenue Bonds, Series 2018, Dated April 1, 2018



**EXHIBIT F**

**APPOINTMENT OF THE HUNTINGTON NATIONAL BANK, CINCINNATI, OHIO  
AS BOND REGISTRAR AND PAYING AGENT**

**for the**

**\$14,145,000 KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION  
SCHOOL BUILDING REVENUE BONDS, SERIES 2018, DATED APRIL 1, 2018**

This appointment of Bond Registrar and Paying Agent (the "Appointment") made as of the 1st day of April, 2018, by and among the Kenton County School District Finance Corporation (the "Corporation"), the Board of Education of the Kenton County School District (the "Board") and The Huntington National Bank, Cincinnati, Ohio (the "Bank");

**WITNESSETH:**

Section 1. Appointment. The Bank is hereby appointed Bond Registrar and Paying Agent for the Kenton County School District Finance Corporation School Building Revenue Bonds, Series 2018, dated April 1, 2018 in the aggregate principal amount of \$14,145,000 (the "Bonds") and the rights and duties of the Bank, the Corporation and the Board shall be as set forth in this Appointment.

Section 2. Documents Required. Prior to the initial delivery of the Bonds the Corporation shall file with the Bank the following documents:

- (a) A certified copy of the Resolution of the Board authorizing the execution of this Appointment by the Board.
- (b) A certified copy of the Bond Resolution passed and adopted by the Board of Directors of the Corporation authorizing the issuance of the Bonds and the execution of this Appointment by the Corporation.
- (c) A certified copy of the Contract, Lease and Option (the "Lease") by and between the Corporation and the Board whereunder the Board shall agree to pay the principal and interest requirements of the Bonds and the fees and charges of the Bank incurred under the terms of this Appointment as additional rentals due under the Lease.
- (d) Printed Bonds prepared and executed in accordance with the Bond Resolution in sufficient numbers as requested by the Bank.
- (e) An opinion of Dinsmore & Shohl LLP, Bond Counsel, addressed to the Corporation, stating, inter alia, that the Bond Resolution has been duly adopted by the Corporation and that the Bonds are valid and legally binding obligations of the Corporation in accordance with their terms.
- (f) A copy of this Appointment duly executed by the Corporation and the Board.

Section 3. Duties of Bond Registrar. That the duties of the Bank as Bond Registrar shall be as follows:

(a) The Bank shall initially authenticate and deliver Bonds upon being supplied with the necessary registration information at the time the Bonds are delivered to the original purchaser; provided, the Bank shall be supplied such information not less than five (5) business days prior to delivery.

(b) The Bank shall issue new Bonds upon the surrender of outstanding Bonds submitted in form deemed by the Bank as properly endorsed for transfer and with all necessary endorsers' signatures guaranteed in such manner and form as the Bank may require; such subsequent transfers shall be accomplished within not more than three (3) business days following the Bank's receipt of a properly endorsed Bond.

(c) The Bank as Bond Registrar may rely upon the Uniform Commercial Code or any other statutes that in the opinion of Counsel for the Bank protect the Bank and the Corporation in not requiring complete documentation in registering transfers without inquiry into adverse claims, in delaying registration for purposes of making such inquiry, or in requiring registration where in the Bank's judgment an adverse claim requires such refusal.

(d) When mail is utilized in the delivery of Bonds, the Bank shall forward Bonds in "non-negotiable form" by first class mail, and Bonds in "negotiable" form by registered or certified mail, all mail deliveries to be covered while in transit to the addressee by insurance arranged by the Bank.

(e) The Bank may issue new Bonds in place of Bonds represented to have been lost, destroyed or stolen upon the Bank's receipt of indemnity satisfactory to the Bank and the Corporation, and may issue new Bonds in exchange for, and upon surrender of, mutilated Bonds.

In supplying the necessary indemnity to the Bank, the holder may submit a bond secured by any general insurance company which is acceptable to the Bank and the Corporation.

(f) The Bank shall manually authenticate each Bond following its completion by the Bank as Bond Registrar, such completion shall include, but not be limited to, the following information: principal amount, interest rate, maturity date, CUSIP number, name, address and tax identification number of Registered Owner, and such additional information as the Bank as Bond Registrar may require.

(g) The Bank shall maintain customary records indicating the information required under Section 3(f) of this Appointment for all registered owners of Bonds in accordance with this Appointment and § 103 and § 141 *et seq.* of the Internal Revenue Code of 1986, as amended, and Regulations promulgated thereunder (collectively, the "Code"), and shall forward such records deemed no longer needed for current purposes to the Corporation (or the Board should the Corporation so designate) which shall properly store such books, documents and records as required by law.

(h) The Bank shall be entitled to rely on the information provided in the Bonds and in the event any official of the Corporation who shall have executed the Bonds, by manual or facsimile signature, shall die, resign or be removed from office prior to the issuance of such Bonds, the Bank may authenticate and register such Bonds notwithstanding such death, resignation or removal.

Section 4. Reliance; Delivery of Bonds. The Bank as Bond Registrar may rely upon the Uniform Commercial Code or any other statutes that in the opinion of Counsel for the Bank protect the Bank and the Corporation in not requiring complete documentation in registering transfers without inquiry into adverse claims, in delaying registration for purposes of making such inquiry, or in requiring registration where in the Bank's judgment an adverse claim requires such refusal.

(a) When mail is utilized in the delivery of Bonds, the Bank shall forward Bonds in "non-negotiable form" by first class mail, and Bonds in "negotiable" form by registered or certified mail, all mail deliveries to be covered while in transit to the addressee by insurance arranged by the Bank.

(b) The Bank may issue new Bonds in place of Bonds represented to have been lost, destroyed or stolen upon the Bank's receipt of indemnity satisfactory to the Bank and the Corporation, and may issue new Bonds in exchange for, and upon surrender of, mutilated Bonds.

In supplying the necessary indemnity to the Bank, the holder may submit a bond secured by any general insurance company which is acceptable to the Bank and the Corporation.

(c) The Bank shall manually authenticate each Bond following its completion by the Bank as Bond Registrar, such completion shall include, but not be limited to, the following information: principal amount, interest rate, maturity date, CUSIP number, name, address and tax identification number of Registered Owner, and such additional information as the Bank as Bond Registrar may require.

(d) The Bank shall be entitled to rely on the information provided in the Bonds and in the event any official of the Corporation who shall have executed the Bonds, by manual or facsimile signature, shall die, resign or be removed from office prior to the issuance of such Bonds, the Bank may authenticate and register such Bonds notwithstanding such death, resignation or removal.

Section 5. Duties of Paying Agent. The duties of the Bank in its capacity as Paying Agent shall be as follows:

(a) The Bank, from funds available therefor in the Bond Fund, as defined in the Bond Resolution, shall remit to the registered owners of Bonds, as shown on the records of the Bank as Bond Registrar as of the 15th day of the month preceding the interest due date, the interest then due on the Bonds by regular United States mail postmarked as of the interest due date.

(b) The Bank, from funds available therefor in the Bond Fund, shall pay to each registered owner, the principal amount of each matured Bond in accordance with the Bank's records as Bond Registrar upon the submission and surrender of the Bond to the Bank accompanied by documentation as to ownership in a form satisfactory to the Bank.

(c) The Bank, from funds available therefor in the Bond Fund, shall pay to each Registered Owner the principal amount, plus the redemption premium, if any, for each Bond submitted and surrendered in accordance with the terms of any redemption.

(d) The Bank shall maintain customary records in connection with its duties as Paying Agent and shall remit to the Issuer and the Board not more than thirty (30) days following each interest due date a written accounting evidencing the payment of interest and principal, investment earnings and such other explanation regarding funds supplied to the Bank in connection with the Bonds.

(e) The Bank shall notify the Department of Education of the Commonwealth of Kentucky not less than three (3) days prior to any interest payment date for the Bonds of any failure of the Board to make the payment under the Lease as set forth in Section 7 hereof.

Section 6. Bank's Rights and Protections. The Bank at any time may apply to the Corporation for instructions and may consult with Counsel in respect to any matter arising in connection with its appointment hereunder and the Bank shall not be liable or accountable for any action taken or omitted to be taken by it in good faith in accordance with such instructions or in reliance upon said opinion of Counsel.

The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Appointment, and no implied covenants or obligations shall be read into this Appointment against the Bank. None of the provisions of this Appointment shall require the Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Whenever in the administration of the provisions of this Appointment the Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action to be taken hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence or bad faith on the part of the Bank, be deemed to be conclusively proved and established by a certificate signed by one of the officers of the Corporation, and delivered to the Bank and such certificate, in the absence of gross negligence or bad faith on the part of the Bank, shall be full warrant to the Bank for any action taken, suffered or omitted by it under the provisions of this Appointment upon the faith

thereof. The Bank shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document.

Any bank, corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Bank shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

Neither the Bank nor any of its officers, directors, employees or agents shall be liable for any action taken or omitted under this Appointment or in connection herewith except to the extent caused by the Bank's gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review.

The Bank agrees to accept and act upon instructions or directions pursuant to this Appointment sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Corporation elects to give the Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Bank in its discretion elects to act upon such instructions, the Bank's understanding of such instructions shall be deemed controlling. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Corporation agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bank, including without limitation the risk of the Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 7. Duty of Board to Make Timely Principal and Interest Payments. The Board, in accordance with the terms of the Lease and the Bond Resolution, shall pay to the Bank the principal and interest requirements due on the Bonds no later than the fifteenth day of the month preceding a principal and/or interest due date. The Kentucky School Facilities Construction Commission, in accordance with the terms of the Participation Agreement, by and between said Commission and the Board, shall pay to the Bank the principal and interest requirements due on the Bonds in immediately available funds no later than the principal and/or interest due dates of the Bonds. The Bank's acceptance of the funds so transferred or deposited in accordance with this paragraph shall constitute "timely receipt" within the meaning of this Appointment.

Section 8. Payment of Fees. The Board, in accordance with the terms of the Lease, upon the receipt of periodic invoices from the Bank, shall pay to the Bank the fees in effect at the time the services are performed and shall reimburse the Bank for out-of-pocket expenses,

including the fees and expenses of its Counsel, incurred by the Bank in connection with its duties as Bond Registrar and Paying Agent; such fees shall be in accordance with the schedule attached to and made a part of this Appointment.

Section 9. Resignation of Bank. The Bank may resign as Bond Registrar and Paying Agent at any time upon giving thirty (30) days written notice of such resignation to the Corporation and the Board. The Bank may be removed as Bond Registrar and Paying Agent at any time by appropriate resolution of the Corporation, a certified copy of which shall be furnished to the Bank. Upon the resignation or removal of the Bank, the Bank shall, to the extent permitted by law, deliver to its successor or to the Corporation, appropriate records regarding its actions as Bond Registrar and Paying Agent. Notwithstanding anything herein to the contrary, in the event of the resignation or removal of the Bank, the Bank in conjunction with the Corporation and the Board shall make provisions for the orderly transfer of books, records, accounts and funds relating to the Bonds to its successor in order that there will be no delinquencies in the payment of interest or principal due on the Bonds.

IN TESTIMONY WHEREOF, witness my hand as of the 1st day of April, 2018, pursuant to authority vested in the persons whose signatures are affixed hereto.

**KENTON COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION**

By: \_\_\_\_\_  
President

**Attest:**

\_\_\_\_\_  
Secretary

**BOARD OF EDUCATION OF THE KENTON  
COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Chairperson

**Attest:**

\_\_\_\_\_  
Secretary

**THE HUNTINGTON NATIONAL BANK,  
CINCINNATI, OHIO**

By: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE OF FEES

[To be provided by Bank]



**EXHIBIT G**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

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Relating to:

\$14,145,000

KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION  
SCHOOL BUILDING REVENUE REFUNDING BONDS, SERIES 2018

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Dated as of: April 1, 2018

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THIS CONTINUING DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the 1st day of April, 2018, among Ross, Sinclair & Associates, LLC, as disclosure agent (the "Disclosure Agent"), the Board of Education of the Kenton County School District (the "Board") and Kenton County School District Finance Corporation (the "Issuer").

## RECITALS

WHEREAS, the Issuer has issued or will issue its School Building Revenue Bonds, Series 2016 in the original aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") pursuant to a Bond Resolution adopted March 5, 2018 (the "Bond Resolution") by the Issuer for the purpose of financing the costs of the acquisition, construction, installation and equipping of Phase IV renovations at Scott High School and improvements at Hinsdale Elementary School as well as to finance demolition and site work at Twenhofel Elementary School (collectively, the "Project"); and

WHEREAS, the Bonds have been offered and sold pursuant to a Preliminary Official Statement, dated March 21, 2018 and an Official Statement, dated March 28, 2018 (the "Offering Document"); and \_\_\_\_\_ (the "Original Purchaser") has agreed to purchase the Bonds based on its competitive bid pursuant to the Issuer's Notice of Sale as to the Bonds; and

WHEREAS, the Disclosure Agent, the Board and the Issuer, wish to provide for the disclosure of certain information concerning the Bonds, the Project and other matters on an on-going basis as set forth herein for the benefit of the Bondholders, as hereinafter defined, in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule");

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and in the Bond Resolution and the resolution of the Board adopted on March 5, 2018 (the "Board Resolution"), the receipt and sufficiency of which consideration is hereby mutually acknowledged, the parties hereto agree as follows:

### SECTION 1. Definitions; Scope of this Agreement.

(A) All terms capitalized but not otherwise defined herein shall have the meanings assigned to those terms in the Bond Resolution, as amended and supplemented from time to time. The following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean a copy of the annual audited financial information prepared by the Board which shall include a balance sheet, a statement of revenue and expenditure and a statement of changes in fund balances. All such financial information shall be prepared using generally accepted accounting principles; provided, however, that the Board may change the accounting principles used for preparation of such financial information so long as the Board includes as information provided to the public, a statement in narrative form to the effect that different accounting principles are being used, stating the reason for such change and how to compare the financial information provided by the differing financial accounting principles. Any or all of the items listed above may be set forth in other documents, including Offering Documents of debt issues of the Issuer, the Board or related public entities,

which have been transmitted to the MSRB, or may be included by specific reference to documents available to the public on the MSRB's Internet Website or filed with the SEC.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Bondholders" shall mean any holder of the Bonds and any Beneficial Owner thereof.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Event" shall mean any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) 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 security, or other material events affecting the tax-exempt status of the security;
- (vii) Modifications to rights of security holders, if material;
- (viii) Bond calls, if material, and tender offers (except for mandatory scheduled redemptions not otherwise contingent upon the occurrence of the event);
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person.
- (xiii) The consummation of a merger, consolidation or acquisition involving an Obligated Person, or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material; and.
- (xv) The cure, in the manner provided under the Bond Resolution, of any payment or nonpayment related default under the Bond Resolution.

The SEC requires the listing of (i) through (xiv) although some of such events may not be applicable to the Bonds.

"Operating Data" shall mean an update of the Operating Data contained in the Offering Document under the headings "BOND DEBT SERVICE," "DISTRICT STUDENT POPULATION," "LOCAL SUPPORT," and "SEEK ALLOTMENT".

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"SEC" shall mean the Securities and Exchange Commission.

"State" shall mean the Commonwealth of Kentucky.

"Turn Around Period" shall mean (i) five (5) business days, with respect to Annual Financial Information and Operating Data delivered by the Issuer or the Board to the Disclosure Agent; (ii) in a timely manner, but within ten (10) business days, with respect to Event occurrences disclosed by the Issuer to the Disclosure Agent; or (iii) two (2) business days with respect to the failure, on the part of the Issuer, to deliver Annual Financial Information and Operating Data to the Disclosure Agent which period commences upon notification by the Issuer or the Board of such failure, or upon the Disclosure Agent's actual knowledge of such failure.

(B) This Agreement applies to the Bonds and any Additional Bonds issued under the Bond Resolution.

(C) The Disclosure Agent shall have no obligation to make disclosure about the Bonds or the Project except as expressly provided herein. The fact that the Disclosure Agent or any affiliate thereof may have any fiduciary or banking relationship with the Issuer or the Board, apart from the relationship created by the Bond Resolution, shall not be construed to mean that the Disclosure Agent has actual knowledge of any event or condition except as may be provided by written notice from the Issuer or the Board.

## SECTION 2. Disclosure of Information.

(A) General Provisions. This Agreement governs the Issuer's and the Board's direction to the Disclosure Agent, with respect to information to be made public. In its actions under this Agreement, the Disclosure Agent is acting solely as the Issuer's agent and the Board's agent.

(B) Information Provided to the Public. Except to the extent this Agreement is modified or otherwise altered in accordance with Section 3 hereof, the Issuer and the Board shall make or cause to be made public the information set forth in subsections (1), (2) and (3) below:

(1) Annual Financial Information and Operating Data. Annual Financial Information and Operating Data at least annually not later than 270 days following the end of each fiscal year beginning with fiscal year ended June 30, 2018 and continuing with each fiscal year thereafter, for which the information is provided, taking into account the Turn Around Period.

(2) Events Notices. Notice of the occurrence of an Event, in a timely manner, within ten (10) business days of the occurrence of the Event.

(3) Failure to Provide Annual Financial Information. In a timely manner, notice of the failure of the Issuer or the Board to provide the Annual Financial Information and Operating Data by the date required herein.

(C) Information Provided by Disclosure Agent to Public.

(1) The Issuer and the Board direct the Disclosure Agent on their behalf to make public in accordance with subsection (D) of this Section 2 and within the time frame set forth in clause (3) below, and the Disclosure Agent agrees to act as the Issuer's and the Board's agent in so making public, the following:

(a) the Annual Financial Information and Operating Data;

(b) Event occurrences;

(c) the notices of failure to provide information which the Issuer and the Board have agreed to make public pursuant to subsection (B)(3) of this Section 2;

(d) such other information as the Issuer and the Board shall determine to make public through the Disclosure Agent and shall provide to the Disclosure Agent in the form required by subsection (C)(4) of this Section 2. If the Issuer and the Board choose to include any information in any Annual Financial Information report or in any notice of occurrence of an Event, in addition to that which is specifically required by this Agreement, neither the Issuer nor the Board shall have any obligation under this Agreement to update such information or include it in any future Annual Financial Information report or notice of occurrence of an Event; and

(2) The information which the Issuer and the Board have agreed to make public shall be in the following form:

(a) as to all notices, reports and financial statements to be provided to the Disclosure Agent by the Issuer or the Board, in the form required by the Bond Resolution or other applicable document or agreement; and

(b) as to all other notices or reports, in such form as the Disclosure Agent shall deem suitable for the purpose of which such notice or report is given.

(3) The Disclosure Agent shall make public the Annual Financial Information, the Operating Data, the Event occurrences and the failure to provide the Annual Financial Information within the applicable Turn Around Period. Notwithstanding the foregoing, Annual Financial Information, Operating Data and Events shall be made public on the same day as notice thereof is given to the Bondholders of outstanding Bonds, if required, and shall not be made public before the date of such notice. If on any such date, information required to be provided by the Issuer or the Board to the Disclosure Agent has not been provided on a timely basis, the Disclosure Agent shall make such information public as soon thereafter as it is provided to the Disclosure Agent.

(D) Means of Making Information Public.

(1) Information shall be deemed to be made public by the Issuer, the Board or the Disclosure Agent under this Section if it is transmitted to one or more of the following as provided in subsection (D)(2) of this Section 2:

(a) to the Bondholders of outstanding Bonds, by the method prescribed by the Bond Resolution;

(b) to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB; and/or

(c) to the SEC, by (i) electronic facsimile transmissions confirmed by first class mail, postage prepaid, or (ii) first class mail, postage prepaid; provided that the Issuer or the Disclosure Agent is authorized to transmit information to a SEC by whatever means are mutually acceptable to the Disclosure Agent, the Issuer and the Board, and the SEC.

(2) Information shall be transmitted to the following:

(a) all Annual Financial Information and Operating Data shall be transmitted to the MSRB;

(b) notice of all Events and notice of a failure by the Issuer or the Board to provide Annual Financial Information on or before the date specified in Section 2(B)(1) hereof shall be transmitted to the MSRB; and

(c) all information described in clauses (a) and (b) shall be made available to any Bondholder upon request, but need not be transmitted to the Bondholders who do not so request.

(d) to the extent the Issuer or the Board is obligated to file any Annual Financial Information or Operating Data with the MSRB pursuant to this Agreement, such Annual Financial Information or Operating Data may be set forth in the document or set of documents transmitted to the MSRB, or may be

included by specific reference to documents available to the public on the MSRB's Internet Website or filed with the SEC.

Nothing in this subsection shall be construed to relieve the Disclosure Agent of its obligation to provide notices to the holders of all Bonds if such notice is required by the Bond Resolution.

If the Disclosure Agent receives more than four (4) requests for periodic or occurrence information from Bondholders during any calendar quarter, the Disclosure Agent may require the payment by requesting holders of a reasonable charge for duplication and transmission of the information and for the Disclosure Agent's administrative expenses incurred in providing the information.

Nothing in this Agreement shall be construed to require the Disclosure Agent to interpret or provide an opinion concerning the information made public. If the Disclosure Agent receives a request for an interpretation or opinion, the Disclosure Agent may refer such request to the Issuer or the Board, as applicable, for response.

(E) Disclosure Agent Compensation. The Issuer shall pay the Disclosure Agent annually on April 1 of each year the sum of \$400, plus out-of-pocket expenses of the Disclosure Agent for Disclosure Agent's services rendered in accordance with this Agreement. The Board shall pay to the Issuer as Supplemental Rent, as reimbursement for the costs of the Issuer hereunder, the sums herein set forth as provided, and subject to the limitations, in the Lease; provided, however, that the Disclosure Agent hereby waives its right to receive compensation hereunder for each year during which the Disclosure Agent serves as financial advisor for the Board.

(F) Indemnification of Disclosure Agent. In addition to any and all rights of the Disclosure Agent to reimbursement, indemnification and other rights pursuant to the Bond Resolution or under law or equity, the Issuer and the Board shall, to the extent permitted by law, indemnify and hold harmless the Disclosure Agent and its respective officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the Disclosure Agent's performance under this Agreement; provided that neither the Issuer nor the Board shall be required to indemnify the Disclosure Agent for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Disclosure Agent in such disclosure of information hereunder. The obligations of the Issuer and Board under this Section shall survive resignation or removal of the Disclosure Agent and payment of the Bonds.

SECTION 3. Amendment or Waiver. Notwithstanding any other provision of this Agreement, the Issuer, the Board and the Disclosure Agent may amend this Agreement (and the Disclosure Agent shall agree to any amendment so requested by the Issuer and the Board) and any provision of this Agreement may be waived, if such amendment or waiver is supported by an opinion of nationally recognized counsel expert in federal securities laws acceptable to the Issuer, the Board and the Disclosure Agent to the effect that such amendment or waiver would



not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 4. Miscellaneous.

(A) Representations. Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Agreement by the officer of such party whose signature appears on the execution pages hereto, (ii) that it has all requisite power and authority to execute and deliver, and perform this Agreement under its organizational documents and any corporate resolutions now in effect, (iii) that the execution and delivery of this Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Agreement, or its due authorization, execution and delivery of this Agreement, or otherwise contesting or questioning the issuance of the Bonds.

(B) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State; provided that, to the extent that the SEC, the MSRB or any other federal or state agency or regulatory body with jurisdiction over the Bonds shall have promulgated any rule or regulation governing the subject matter hereof, this Agreement shall be interpreted and construed in a manner consistent therewith.

(C) Severability. If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

(D) Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

(E) Termination. This Agreement may be terminated by any party to this Agreement upon thirty days' written notice of termination delivered to the other party or parties to this Agreement; provided the termination of this Agreement is not effective until (i) the Issuer, or its successor, enters into a new continuing disclosure agreement with a disclosure agent who agrees to continue to provide, to the MSRB and the Bondholders of the Bonds, all information required to be communicated pursuant to the rules promulgated by the SEC or the MSRB, (ii) nationally recognized bond counsel or counsel expert in federal securities laws provides an opinion that the new continuing disclosure agreement is in compliance with all State and Federal Securities laws and (iii) notice of the termination of this Agreement is provided to the MSRB.

This Agreement shall terminate when all of the Bonds are or are deemed to be no longer outstanding by reason of redemption or defeasance or at maturity.

(F) Defaults: Remedies. A party shall be in default of its obligations hereunder if it fails to carry out or perform its obligations hereunder.



IN WITNESS WHEREOF, the Disclosure Agent, the Issuer and the Board have each caused their duly authorized officers to execute this Agreement, as of the day and year first above written.

**KENTON COUNTY SCHOOL  
DISTRICT FINANCE CORPORATION, Issuer**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**BOARD OF EDUCATION  
OF KENTON COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
Secretary

**ROSS, SINCLAIRE & ASSOCIATES, LLC,  
Disclosure Agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_