

ORDINANCE NO. 1999-8

COUNTY OF HOPKINS, KENTUCKY

GENERAL OBLIGATION BONDS (DETENTION FACILITY PROJECT),

SERIES 2000,

DATED JANUARY 15, 2000

Exhibit C - Official Terms and Conditions of Bond Sale
Exhibit D - Bid Form

WHEREAS, it is the desire and intent of the County at this time to adopt this Ordinance which, among other things, authorizes and provides for the issuance of the Series 2000 Bonds for the purposes aforesaid and sets forth the restrictions and conditions on which the Series 2000 Bonds are to be issued and outstanding;

NOW, THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF HOPKINS, KENTUCKY, AS FOLLOWS:

"Code" refers to the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Construction Fund" refers to the County of Hopkins, Kentucky General Obligation Bonds (Detention Facility Project) Construction Fund, created in Section 18 of this Ordinance.

"Construction Fund Depository" refers to a bank or banks designated by the Governing Body for the Construction Fund.

"Costs of Issuance Fund" refers to the County of Hopkins, Kentucky General Obligation Bonds (Detention Facility Project) Cost of Issuance Fund created in Section 18 of this Ordinance.

"Costs of the Project" means and includes the following:

- (a) the costs of acquiring and excavating the site, construction, additions, extensions and improvements thereto, renovations thereof, and of acquiring equipment to be installed in the Project;
- (b) the cost of publishing any proceedings, if any, as may be required by law;
- (c) the fee and out-of-pocket expenses of Bond Counsel, the fee and out-of-pocket expenses of the County Attorney, the fee and out-of-pocket expenses of the Paying Agent and its counsel and the fee and out-of-pocket expenses of the Financial Advisor;
- (d) any discount below par, as determined at the public sale of the Bonds; and
- (e) all other costs and expenses, necessary to be incurred in connection with the renovation, improvement, construction, equipping and/or financing of the Project.

"County" refers to the County of Hopkins, Kentucky.

"County Attorney" refers to the elected County Attorney of Hopkins County, Kentucky.

"County Judge/Executive" refers to the elected County Judge/Executive of the County.

"Equipment" or "Project Equipment" refers to machinery, equipment, furniture and fixtures paid for (or reimbursed) out of the proceeds of the Bonds, if any, and which Equipment then becomes a part of the Project.

"Final Maturity Date" refers to February 1, 2020.

These investments may be accomplished through repurchase agreements reached with sources including, but not limited to, national or state banks chartered in 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:

1. United States Treasury;
2. Export-Import Bank of the United States;
3. Farmers Home Administration;
4. Government National Mortgage Corporation; and
5. Merchant Marine bonds;

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

1. Federal Home Loan Mortgage Corporation;
2. Federal Farm Credit Banks;
3. Bank for Cooperatives;
4. Federal Intermediate Credit Banks;
5. Federal Land Banks;
6. Federal Home Loan Banks;
7. Federal National Mortgage Association; and
8. 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 State and of its agencies and instrumentalities;

"State" refers to the Commonwealth of Kentucky.

"Term Bonds" refers to the Bonds, if any, which are required to be mandatorily redeemed in accordance with the provisions of Section 14 hereof.

"Treasurer" refers to the Treasurer of the County.

"U. S. Obligations" means bonds or notes which are the direct obligations of the United States of America, or obligations the principal of and interest on which are guaranteed by the United States of America.

Section 2. Words of Masculine Gender; Plural as Well as Singular Form. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as to the singular form of any of such words and terms. All words and terms used in this Ordinance have the meaning set forth therein. Unless otherwise indicated, references to Articles or Sections refer to those in this Ordinance.

Section 3. Authorization of Bonds. For the purpose of defraying the Costs of the Project under the Act, the County is authorized to issue and sell its negotiable Bonds, dated January 15, 2000, in the principal amount of \$11,320,000, numbered consecutively beginning with R-1 and issued as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof. Said Bonds shall bear interest payable semiannually at a rate or rates to be fixed as a result of the public sale of the Bonds as required by law.

Section 4. Interest Payable Semiannually. The Bonds shall bear interest to be set by a public sale from January 15, 2000, payable semiannually as anticipated on the Interest Payment Dates.

Section 5. Place of Payment. Interest on each Bond shall be payable by check or draft mailed to the registered owner thereof at the address shown on the registration books kept by the Paying Agent as registrar. The principal of and premium, if any, on the Bonds shall be payable, without exchange or collection charges, in lawful money of the United States of America upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the principal corporate trust office of the Paying Agent. Both principal and interest on the Bonds shall be payable at the main office of the Paying Agent.

Section 6. Principal Amount and Maturities. The total principal amount and the maturities of said Bonds shall be finally determined by the Governing Body in accordance with the provisions of Section 14 hereof; provided that the Bonds shall mature no later than the Final Maturity Date.

Section 8. Tax Levy and Pledge; Sinking Fund. For the purpose of providing funds required to pay the interest on the Series 2000 Bonds as and when the interest becomes due and in order to create a sinking fund to pay and discharge the principal thereof (and premium, if any) as the Series 2000 Bonds become due, there shall be and there is hereby levied upon all of the taxable property within the County, beginning in 2000 and continuing in each year as long as any of the Series 2000 Bonds are outstanding, a direct annual tax sufficient, to the extent other lawfully available moneys of the County are not provided for that purpose, as mandatorily required by Section 159 of the Kentucky Constitution. The proceeds derived from said special annual tax levied from time to time, together with other lawfully available moneys of the County provided for the purpose, shall be deposited and carried in a special and separate bank account in the name of the County and held apart from all other funds of the County, shall be applied only for the purpose of paying the principal of and interest (and premium, if any) on the Series 2000 Bonds, and shall be designated the County's "Sinking Fund". The proceeds of said special annual tax and the balances accumulated from time to time in the Sinking Fund are hereby irrevocably pledged for the purpose of paying the principal of and interest (and premium, if any) on the Series 2000 Bonds and shall never be used for any other purpose. The County hereby covenants with the holders of the Series 2000 Bonds that it will levy said special annual tax in each year at whatever rates may be necessary from time to time in order to produce the amounts required in each year, to the extent not otherwise provided, to pay the Series 2000 Bonds and interest (and premium, if any) when and as they mature or become due.

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

All moneys held in the Sinking Fund shall be deposited in a bank or banks which are members of the Federal Deposit Insurance Corporation ("FDIC"), and all such deposits which cause the aggregate deposits of the County in any one bank to be in excess of the amount insured by FDIC shall be continuously secured by a valid pledge of direct obligations of the United States of America having an equivalent market value. All or any part of the Sinking Fund may be invested in Permitted Investments, maturing or being subject to retirement at the option of the holder on such dates as the same may be needed for meeting interest and/or principal payments, and all such investments shall be carried to the credit of the Sinking Fund.

Section 9. Bond Form. The Bonds shall be in substantially the form set forth in Exhibit A attached hereto.

Section 10. Execution of the Bonds. The Bonds shall be executed on behalf of the County and signed with the facsimile signature of the County Judge/Executive, with the corporate seal of the County imprinted thereon and attested by the facsimile signature of the County Clerk of the County.

(2) that it is anticipated that amounts on deposit in the Sinking Fund will be used within thirteen (13) months from the date of deposit for the payment of debt service on the Bonds, and that, except for an amount equal to not more than the greater of (i) one-twelfth (1/12) of debt service requirements of the Bonds for the then ensuing year or (ii) one year's earnings on the Sinking Fund, such Sinking Fund will be depleted through such application for current debt service requirements of the Bonds;

(3) that it is not anticipated that amounts will be accumulated in any reserve fund anticipated to be used for debt service on the Bonds in excess of 10% of the total issued principal amount of the Bonds; and

(4) that the original proceeds of the Bonds will not exceed by more than 5%, the amount required for the construction and equipping of the Project, and that there has therefore been no overissuance of the Bond.

Prior to or at the time of delivery of the Bonds, the County Judge/Executive and/or Treasurer of the County are authorized, based on information furnished to the County, to execute the appropriate certification with reference to the matters referred to above, setting out all known and contemplated facts concerning such anticipated construction, expenditures and investments, including the execution of necessary and/or desirable certifications of the type contemplated by the Regulations, in order to assure that interest on the Bonds will be excludable from gross income for Federal income tax purposes and that the Bonds will not be treated as "arbitrage bonds".

Section 17. Rebate Provisions. The County covenants and agrees that in the event it is subsequently determined by the County, upon advice of nationally recognized bond counsel, that the Sinking Fund, Construction Fund or any other fund established under this Ordinance, are subject to said rebate requirements and do, in fact, generate earnings from "non-purpose investments" in excess of the amount which said investments would have earned at a rate equal to the "yield" on the Bonds, plus any income attributable to such excess, there shall be established a separate and special fund with the Paying Agent to be designated as the "County of Hopkins, Kentucky General Obligation Bonds (Detention Facility Project) Rebate Fund", which shall be utilized for the collection and payment of any excess generated from investments and the remittance thereof to the United States of America until the final retirement of the Bonds; the installment, to the extent required, to be made no later than sixty (60) days following the date on which funds sufficient for the complete retirement of the Bonds are deposited with the Paying Agent or any escrow agent.

Section 18. Creation of Funds. There is hereby created the "County of Hopkins, Kentucky General Obligation Bonds (Detention Facility Project) Sinking Fund (the "Sinking Fund") to be deposited with the Paying Agent, into which there shall be set aside out of the proceeds of the sale of the Bonds the amount of the accrued interest accruing on said Bonds from their issuance date to their date of delivery.

it or on its part, then these presents, and the pledge, lien and other rights hereby granted shall cease, terminate, and be void, and thereupon the Paying Agent shall execute and deliver to the County such instruments in writing as shall be requisite to cancel the lien hereof, and assign and deliver to the County any pertinent property encumbered hereby which may then be in its possession, except funds, or securities in which such funds are invested, held by the Paying Agent and earmarked for the payment of principal of and interest on the Bonds.

All outstanding Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed above if (a) in case any of said are to be redeemed on any date prior to their maturity, the County shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give notice of redemption of such Bonds on said date as provided herein, (b) there shall have been deposited with the Paying Agent (1) moneys in an amount which shall be sufficient, and/or (2) U. S. Obligations, the principal of which, with or without the interest on such principal, as the case may be, will provide moneys which together with other moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, to pay when due the principal and the interest due and to become due (and, where applicable, the redemption premium) on the Bonds on and prior to the redemption date and/or the maturity date thereof, as the case may be, and (c) in the event any of the Bonds are not to be redeemed in accordance with the redemption provisions hereof within the next succeeding 60 days, the County shall have given the Paying Agent, in form satisfactory to it, irrevocable instruction to give, as soon as practicable, in the same manner as a notice of redemption is required to be given herein, a notice to the owners of such Bonds that the deposit required by (b) above has been made with the Paying Agent, that said Bonds are deemed to have been paid in accordance with this Section, and stating such maturity and/or redemption date upon which moneys are to be available for the payment of the principal of and interest on said Bonds.

Nothing contained in this Section shall require that any Bonds be redeemed in advance of maturity without the written consent of the County unless (i) such redemption is then considered by the Paying Agent to be in the best interests of the County, the County, and the bondowners and (ii) no right to defease the Bonds without redemption in advance of maturity shall have become vested.

No investment may be made under this Section which would cause the Bonds to become "arbitrage bonds" within the meaning of Section 148 of the Code or the applicable Regulations thereunder.

Section 20. Covenant as to Insurance and Audits. The County agrees that so long as any of the Bonds are outstanding it will cause the following covenants to be complied with:

(a) *Insurance.* It will keep the Project insured against loss or damage by fire, windstorm, tornado, or other casualties to an extent at least equal to the insurable value thereof, and such other forms of insurance shall be carried in such amounts as are ordinarily carried for property of like character in a responsible insurance company or companies,

of any covenant, other than payment of rental agreements or conditions on its part contained in the Ordinance, and such failure, refusal or default shall continue for a period of forty-five (45) days after written notice thereof by the Paying Agent, the Bond Insurer or by owners of not less than five percent (5%) in principal amount of the outstanding Bonds.

Upon the happening and continuance of any Event of Default, the Paying Agent may proceed to protect and enforce its rights and the rights of the Bondowners by such of the following remedies, as the Paying Agent, being advised by counsel, shall deem most effectual to protect and enforce such rights:

(a) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the bondowners, including the right to require the County to enforce fully the Ordinance and to charge, collect and fully account for the County revenues and to require the County to carry out any and all other covenants or agreements with the bondowners and to perform its duties under the Act;

(b) by bringing suit upon the Bonds;

(c) by action or suit in equity, require the County to account as if it were the Paying Agent of an express trust for the owners of the Bonds;

(d) by action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Bonds;

(e) by declaring all Bonds due and payable, and if all defaults shall be made good, then, with the written consent of the owners of not less than fifty percent (50%) in principal amount of the outstanding Bonds, by annulling such declaration and its consequences;

(f) in the event that all Bonds are declared due and payable, by selling Permitted Investments of the County (to the extent not theretofore set aside for redemption of Bonds for which call has been made), and enforcing all courses in action of the County to the fullest legal extent in the name of the County for the use and benefit of the owners of the Bonds.

The County expressly waives any right to claim a trespass in connection with any such action.

In the event of default, each defaulted Bond shall continue to bear interest after maturity at the interest rate applicable to such respective Bonds until the necessary funds are made available for the payment thereof.

Section 22. Rights of Bondowners. Notwithstanding any other provisions herein contained, the owners of the Bonds and the Paying Agent representing them, shall have all of the rights provided for thereunder to require the County to operate the Project and to charge whatever rents and

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinion or events affecting the tax-exempt status of the Bonds;
- (g) modifications to rights of the Bondowners;
- (h) Bond calls;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds; and/or
- (k) rating changes.

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

Financial information regarding the County can be obtained from the Treasurer.

The obligations of the County described above will remain in effect only for such period that (i) the Bonds are outstanding in accordance with their terms and (ii) that the County remains an obligated person with respect to the Bonds within the meaning of the Rule. The County reserves the right to terminate its obligation to provide notices of material events, as set forth above, if and when the County no longer remains an obligated person with respect to the Bonds within the meaning of the Rule. The County acknowledges that its undertaking pursuant to the Rule described under this Section is intended to be for the benefit of the Bondowners (including holders of beneficial interests in the Bonds).

Notwithstanding any other provision of this Ordinance, this Section may be amended, if the County receives an opinion of independent legal counsel to the effect that:

- (i) such amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the types of activities in which the County is engaged;
- (ii) this Section as so amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (iii) such amendment does not materially impair the interests of the Bondowners.

In the event of a failure of the County to comply with any provision of this Section, any Bondowner may take such actions as may be necessary and appropriate, including seeking

(g) The provisions herein as to the Paying Agent bringing suit upon behalf of such bondowners are in addition to any and all rights which any bondowner or bondowners may have to bring suit upon their own behalf. The Paying Agent, may, in its discretion, or shall, upon request in writing of the owner or owners of at least 25% in principal amount of the outstanding Bonds, and upon being properly indemnified against costs and expenses, ask to join in any suit which may have already been brought upon behalf of any owner or owners of such Bonds. In determining whether or not the owners of at least 25% in principal amount of the outstanding Bonds have so requested the Paying Agent to join in any suit, the Bonds held by any owners who have already brought a pending suit may be included in the amount of Bonds calculated in such determination.

Section 27. Immunities and Other Rights of Paying Agent. The acceptance by the Paying Agent of the trusts, duties and responsibilities herein is subject to the following immunities and other rights of the Paying Agent:

(a) The Paying Agent shall not be required to take notice or be deemed to have notice of any default hereunder, except failure by the County to cause to be made any of the payments to the Paying Agent required to be made by this Ordinance, or failure by the County to file with the Paying Agent any document required by this Ordinance to be so filed, unless the Paying Agent shall be notified of such default by the County or by the owners of 25% in aggregate principal amount of Bonds then outstanding.

(b) The Paying Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to act upon the opinion or advice of its counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trust hereof. The Paying Agent may act upon an opinion of its counsel and shall not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith and in reliance upon such opinion.

(c) The Paying Agent shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Paying Agent and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in the Bonds and may join in any action which any Bondowner may be entitled to take with like effect as if such bank or trust company were not the Paying Agent, and may also receive tenders and purchase in good faith Bonds from itself, including any department, affiliate or subsidiary, with like effect as if it were not the Paying Agent.

(d) The Paying Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or

appraisals or other information, or corporate action or evidence thereof, in addition to that required by the terms hereof, as a condition of establishing the right of the County to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Paying Agent.

(k) Before taking any action under this Ordinance, the Paying Agent may require that satisfactory indemnity be furnished to it for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken.

(l) All moneys received by the Paying Agent shall, until used, be applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Ordinance or by law. The Paying Agent shall not be under any liability for interest on any moneys received thereunder except as such may be agreed upon.

Section 28. Fees, Charges and Expenses of Paying Agent. The Paying Agent shall be entitled to payment of and reimbursement for reasonable fees for its services rendered hereunder and for all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Paying Agent in connection with such services. The Paying Agent shall be entitled to payment and reimbursement for the reasonable fees and charges of the Paying Agent as paying agent for the Bonds, if any, as hereinabove provided.

Section 29. Merger or Consolidation of Paying Agent. Any corporation or association into which the Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 30. Replacement of Paying Agent. In case the Paying Agent hereunder shall resign or be removed, or be dissolved, or otherwise become incapable of acting hereunder, a successor may be appointed by the owners of a majority in principal amount of the Bonds hereby secured and then outstanding by an instrument or concurrent instruments in writing, signed by such owners, or their duly authorized agents, provided that in any such event, the County may appoint a temporary Paying Agent, which may immediately act until a permanent successor Paying Agent is appointed. No successor Paying Agent shall act without signing a written acceptance of the appointment. Such successor Paying Agent shall be entitled to receive an instrument from the Paying Agent transferring the trust, but shall be fully authorized to act without such instrument.

Given second reading and enacted by the Fiscal Court on January 6, 2000.



County Judge/Executive

Attest:



County Clerk

ACCEPTANCE BY CENTRAL BANK & TRUST COMPANY
LEXINGTON, KENTUCKY, AS BOND REGISTRAR,
PAYING AGENT AND TRANSFER AGENT

The undersigned hereby agrees to the provisions of the foregoing Ordinance to the extent there are contained therein provisions as to the rights and duties of it as Bond Registrar, Paying Agent and Transfer Agent.

Dated: January _____, 2000.

CENTRAL BANK & TRUST COMPANY
Lexington, Kentucky

By _____
Signature

Title

issued, a more specific identification of the Project, its use and operation, a description of the Project, the revenues pledged for the payment of the Bonds, the nature and extent of the security, the rights and duties of the County and the rights of the owners of the Bonds with respect to such security.

For the purpose of providing funds required to pay the principal of and interest on (and premium, if any) the Bonds as and when the same becomes due, there shall be levied upon all of the taxable property within the County, beginning in 2000 and continuing in each year as long as any of the Bonds are outstanding, a direct annual tax sufficient, to the extent other lawfully available moneys of the County are not provided for that purpose, as mandatorily required by Section 159 of the Kentucky Constitution. The proceeds derived from said special annual tax levied from time to time, together with other lawfully available moneys of the County provided for the purpose, shall be deposited and carried in a special and separate bank account in the name of the County and held apart from all other funds of the County, shall be applied only for the purpose of paying the principal of and interest (and premium, if any) on the Bonds, and shall be designated the County's "Sinking Fund". The proceeds of said special annual tax and the balances accumulated from time to time in the Sinking Fund are irrevocably pledged for the purpose of paying the principal of and interest (and premium, if any) on the Bonds and shall never be used for any other purpose.

In the Ordinance, the County has covenanted with the holders of the Bonds that it will levy said special annual tax in each year at whatever rates may be necessary from time to time in order to produce the amounts required in each year, to the extent not otherwise provided, to pay the Bonds and interest (and premium, if any) when and as they mature or become due.

If principal or interest should fall due in any year at a time when there are insufficient funds on hand, collected by reason of the foregoing special tax levy, such principal and interest shall be paid from other available funds of the County and reimbursement therefor shall be made out of the special tax provided in the Ordinance when the same shall have been collected.

The Bonds shall be subject to redemption, in whole or in part, in advance of maturity, at any time, on or after February 1, 2010 (less than all Bonds of a single maturity to be selected in such manner as the Paying Agent may determine) upon payment of the principal amount to be redeemed plus accrued interest to the date of redemption, on the dates, subject to redemption premium stated as a percentage of the principal amount to be redeemed, as follows:

<u>Date</u>	<u>Percent</u>
February 1, 2010 through January 31, 2011	101.0%
February 1, 2011 through January 31, 2012	100.5%
February 1, 2012 and thereafter	100.0%

The Paying Agent shall, upon being indemnified to its satisfaction, and receiving funds necessary to redeem such Bonds, cause notice of the call for any redemption identifying the Bonds or portions thereof (in integral multiples of \$5,000) to be redeemed to be sent by United States mail, postage prepaid, at least thirty days prior to the date fixed for redemption to the registered owner of

CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the series of Bonds in the aggregate principal sum of _____ Dollars (\$ _____) referred to in the within mentioned Ordinance and of record in the office of the Fiscal Court Clerk of Hopkins County, Kentucky.

CENTRAL BANK & TRUST COMPANY,
Paying Agent

By _____
Authorized Agent

Date of Authentication: _____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney to transfer said Bond on the books kept for registration and transfer of this Bond, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Social Security Number or
other taxpayer
identification number:
