

PRELIMINARY OFFICIAL STATEMENT DATED MAY 30, 2024

NEW ISSUE—BOOK-ENTRY-ONLY

RATINGS: Moody's: Aa3
Kroll: AA-

In the opinion of Dinsmore & Shohl, LLP, Bond Counsel, under existing law, (i) interest on the Bonds will be excludible from gross income of the holders thereof for purposes of federal income taxation, (ii) interest on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. Bond counsel is also of the opinion that, under existing laws of the Commonwealth of Kentucky, interest on the Bonds is exempt from income tax of Kentucky and the Bonds are exempt from ad valorem taxation by the Commonwealth of Kentucky and by all political subdivisions thereof. See "TAX MATTERS" herein for a more complete description of the opinion of Bond Counsel and additional federal tax law consequences.

\$109,070,000*
THE TURNPIKE AUTHORITY OF KENTUCKY
Economic Development Road Revenue Refunding Bonds
(Revitalization Projects) 2024 Series A

Dated: Date of delivery

Due: July 1, as shown on inside cover.

The Turnpike Authority of Kentucky (the "Authority") is issuing its Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2024 Series A (the "Bonds") pursuant to a Trust Indenture dated as of October 1, 1990, as supplemented by a First Supplemental Trust Indenture dated as of November 15, 2000 (collectively, the "Indenture") between the Authority and The Bank of New York Mellon Trust Company, N.A. as successor trustee to J.P. Morgan Trust Company, National Association, as Trustee and Paying Agent (the "Trustee"). The Bonds are being issued pursuant to a resolution adopted by the Authority on May 10, 2024 (the "Bond Resolution") to (i) refund certain of the Prior Build America Bonds (as defined herein), and (ii) pay certain costs of issuance of the Bonds.

The Bonds will be issued only as fully registered bonds without coupons in denominations of \$5,000 or any integral multiples thereof, and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. Interest on the Bonds will be payable on each January 1 and July 1 beginning January 1, 2025. Purchases will be made in book-entry-only form, except as permitted by the Indenture. Purchasers of the Bonds will not receive physical delivery of bond certificates. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, interest together with the principal of the Bonds will be paid directly to DTC by the Trustee. See "DESCRIPTION OF BONDS — Book-Entry-Only System."

The Bonds will mature on the dates and in the amounts set forth on the inside cover page hereof. The Bonds are subject to redemption, as further described herein. See "DESCRIPTION OF BONDS – Redemption."

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, A DE JURE MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE COMMONWEALTH OF KENTUCKY. THE BONDS WILL BE SECURED UNDER THE INDENTURE AND BY A PLEDGE OF LEASE RENTAL PAYMENTS TO BE MADE BY THE TRANSPORTATION CABINET OF THE COMMONWEALTH OF KENTUCKY TO THE AUTHORITY PURSUANT TO A RENEWABLE BIENNIAL LEASE. THE BONDS DO NOT CONSTITUTE A DEBT OF THE COMMONWEALTH OF KENTUCKY AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF KENTUCKY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, OR INTEREST ON THE BONDS. THE AUTHORITY HAS NO TAXING POWER.

The Bonds are offered, subject to prior sale, when, as and if issued by the Authority and accepted by the Underwriters, subject to the approval of legality by Dinsmore & Shohl LLP, Covington, Kentucky, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed upon for the Underwriters by their counsel, Stites & Harbison, PLLC, Louisville, Kentucky. It is expected that the Bonds will be available for delivery through DTC in New York, New York on or about July 9, 2024.

J.P. MORGAN

Baird

PNC Capital Markets LLC

Raymond James

FHN Financial Capital Markets

Huntington Capital Markets

Stifel

Dated: June [__], 2024

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without any notice. The securities described herein may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstance shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

\$109,070,000*

**THE TURNPIKE AUTHORITY OF KENTUCKY
Economic Development Road Revenue Refunding Bonds
(Revitalization Projects) 2024 Series A**

<u>Maturity Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP**</u>
2025	\$ 16,025,000	%	%		491552
2026	16,840,000				491552
2027	17,690,000				491552
2028	18,570,000				491552
2029	19,490,000				491552
2030	20,455,000				491552

**Copyright 2024, CUSIP Global Services. CUSIP Global Services. CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. CUSIP data herein are provided by CUSIP Global Services. The CUSIP numbers listed are being provided solely for the convenience of the holders only at the time of issuance of the Bonds and the Authority does not make any representations with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions, including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

* Preliminary, subject to change.

This Official Statement does not constitute an offer to sell the Bonds to any person, or the solicitation of an offer from any person to buy the Bonds, in any jurisdiction where such offer or such solicitation of an offer to buy would be unlawful. The information set forth herein is provided by the Commonwealth of Kentucky from sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation of the Underwriters. No dealer, salesman or any other person has been authorized to give any information or to make any representation, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representation must not be relied upon as having been authorized by the Commonwealth of Kentucky or the Underwriters. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor the sale of any Bonds shall, under any circumstances, create any implication that there has been no change in the matters described herein since the date hereof. The Official Statement is submitted in connection with the issuance of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR AUTHORITY, NOR HAS SUCH FEDERAL OR ANY STATE COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH TEND TO STABILIZE OR MAINTAIN THE MARKET PRICE FOR THE BONDS ABOVE THE LEVELS WHICH WOULD OTHERWISE PREVAIL. SUCH ACTIVITIES, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AS AMENDED, AND IN EFFECT ON THE DATE HEREOF, THIS PRELIMINARY OFFICIAL STATEMENT CONSTITUTES AN OFFICIAL STATEMENT OF THE AUTHORITY THAT HAS BEEN DEEMED FINAL BY THE AUTHORITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

CIRCULAR 230

THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT IS NOT INTENDED TO BE USED, AND CANNOT BE USED, BY A PURCHASER OF THE BONDS FOR THE PURPOSE OF AVOIDING FEDERAL TAX PENALTIES. EACH PURCHASER OF THE BONDS IS URGED TO CONTACT AN INDEPENDENT TAX ADVISOR CONCERNING AN INVESTMENT IN THE BONDS.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

THE TURNPIKE AUTHORITY OF KENTUCKY

200 Mero Street, 5th Floor
Frankfort, Kentucky 40622
Telephone (502) 564-2924

MEMBERS OF THE AUTHORITY

ANDREW G. BESHEAR
Governor
(Chairman of the Authority)

JACQUELINE COLEMAN
Lieutenant Governor
(Vice Chairman of the Authority)

RUSSELL COLEMAN
Attorney General

HOLLY M. JOHNSON
Secretary
Finance and Administration Cabinet

JIM GRAY
Secretary
Transportation Cabinet

JAMES E. BALLINGER
State Highway Engineer

JEFF NOEL
Secretary
Cabinet for Economic Development

EXECUTIVE DIRECTOR OF THE AUTHORITY

JOE McDANIEL

TREASURER OF THE AUTHORITY

BILLY ALDRIDGE

SECRETARY OF THE AUTHORITY

STEVEN A. STARKWEATHER

BOND COUNSEL

Dinsmore & Shohl LLP
Covington, Kentucky

TRUSTEE

The Bank of New York Mellon Trust Company, N.A.
Pittsburgh, Pennsylvania

UNDERWRITERS' COUNSEL

Stites & Harbison, PLLC
Louisville, Kentucky

TABLE OF CONTENTS

	Page
INTRODUCTION	1
PLAN OF FINANCE	2
General	2
Refunding of Prior Build America Bonds	2
SOURCES AND USES OF FUNDS.....	3
DESCRIPTION OF BONDS.....	3
General	3
Redemption	4
Transfer and Exchange.....	4
Book-Entry-Only System	4
SECURITY AND SOURCE OF PAYMENT FOR THE BONDS	4
General	4
Lease Payments	5
Payments if Lease is Not in Effect	5
Flow of Funds.....	5
Restrictions on Future Financings.....	6
THE AUTHORITY	7
General	7
Transportation Cabinet Projects Financed by the Authority	8
Outstanding Obligations of the Authority and the Transportation Cabinet.....	9
Outstanding Debt Service Requirements.....	10
FUTURE FINANCINGS	10
THE TRANSPORTATION CABINET.....	10
General	10
Organization and Management	11
Operations and Maintenance	11
Capital Planning For Highways.....	11
Revenue Sources of the Transportation Cabinet	12
Recent Changes to Road Fund Receipts.....	14
Road Fund Actual Revenue for Fiscal Year 2023	17
Road Fund Estimated Revenue for Fiscal Year 2024.....	17
Claims on Certain Transportation Cabinet Revenues.....	18
Historical Available Road Fund Revenues, Expenses and Lease Rentals.....	18
Basis of Accounting	20
Cash Management.....	20
Budget Process of the Transportation Cabinet	21
THE COMMONWEALTH	22

Financial Information Regarding the Commonwealth, the Transportation Cabinet and the Authority	22
Certain Financial Information Incorporated by Reference; Availability from the Commonwealth	23
INVESTMENT POLICY	23
State Retirement Systems	24
Litigation Potentially Impacting Kentucky Retirement Systems	34
INVESTMENT CONSIDERATIONS	36
Legislative Changes	36
Changes in Road Funding Resources	37
Cybersecurity	37
Forward-Looking Statements	38
Ratings of the Bonds	38
Market Liquidity	38
IRS Bond Examinations	38
TAX MATTERS	38
General	38
Corporate Alternative Minimum Tax	39
Original Issue Premium	40
Original Issue Discount	40
ENFORCEABILITY OF REMEDIES	40
LITIGATION	41
CERTAIN LEGAL MATTERS	41
VERIFICATION OF MATHEMATICAL COMPUTATIONS	41
RATINGS	41
UNDERWRITING	41
CONTINUING DISCLOSURE	42
MISCELLANEOUS	43
APPENDIX A DEBT INFORMATION PERTAINING TO THE COMMONWEALTH OF KENTUCKY	A-1
APPENDIX B SUMMARY OF PRIOR BUILD AMERICA BONDS	B-1
APPENDIX C SUMMARY OF PRINCIPAL LEGAL DOCUMENTS	C-1
APPENDIX D BOOK-ENTRY-ONLY SYSTEM	D-1
APPENDIX E FORM OF OPINION OF BOND COUNSEL FOR THE BONDS	E-1
APPENDIX F FORM OF CONTINUING DISCLOSURE AGREEMENT AND ACKNOWLEDGEMENT BY TRUSTEE	F-1

OFFICIAL STATEMENT

\$109,070,000*

THE TURNPIKE AUTHORITY OF KENTUCKY Economic Development Road Revenue Refunding Bonds (Revitalization Projects) 2024 Series A

INTRODUCTION

This Official Statement of The Turnpike Authority of Kentucky (the “Authority”) and the Transportation Cabinet of the Commonwealth of Kentucky (the “Transportation Cabinet”) is provided to furnish certain information with respect to the Authority’s \$109,070,000* aggregate principal amount of Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2024 Series A (the “Bonds”).

The Bonds are being issued pursuant to Chapter 175 of the Kentucky Revised Statutes, as amended (the “Act”) and a Trust Indenture dated as of October 1, 1990, as supplemented by a First Supplemental Trust Indenture dated as of November 15, 2000 (collectively, the “Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as successor trustee to J.P. Morgan Trust Company, National Association, as trustee (the “Trustee”). The Bonds are being issued pursuant to a resolution of the Authority adopted on May 10, 2024 (the “Bond Resolution”).

The Bonds are being issued to (i) refund a portion of the Authority’s outstanding \$187,640,000 Economic Development Road Revenue Bonds (Revitalization Projects), 2010 Series B (Federally Taxable – Build America Bonds – Direct Payment to the Authority) dated June 25, 2010 (the “Prior Build America Bonds”), as more completely identified in “APPENDIX B - SUMMARY OF PRIOR BUILD AMERICA BONDS” hereto and include the July 1, 2025 sinking fund payment for the July 1, 2025 term bond and all sinking fund payments for the July 1, 2030 term bond, and (ii) pay certain costs of issuance of the Bonds.

Pursuant to an Economic Development Road Revenue (Revitalization Projects) Agreement dated as of October 1, 1990, between the Authority and the Transportation Cabinet, which has been supplemented by a First Supplemental Agreement, dated as of October 1, 1992; a Second Supplemental Agreement, dated as of April 1, 1993; a Third Supplemental Agreement, dated as of April 1, 1995; a Fourth Supplemental Agreement, dated as of April 1, 1999; a Fifth Supplemental Agreement, dated as of February 1, 2001; a Sixth Supplemental Agreement dated as of March 1, 2001; a Seventh Supplemental Agreement dated as of May 1, 2004; an Eighth Supplemental Agreement dated as of April 1, 2005; a Ninth Supplemental Agreement dated as of March 1, 2006; a Tenth Supplemental Agreement dated as of September 1, 2007; an Eleventh Supplemental Agreement dated as of June 1, 2010; a Twelfth Supplemental Agreement dated as of April 1, 2011; a Thirteenth Supplemental Agreement, dated as of March 1, 2012; a Fourteenth Supplemental Agreement, dated as of September 1, 2013; a Fifteenth Supplemental Agreement dated as of June 1, 2014; a Sixteenth Supplemental Agreement, dated as of July 1, 2015; a Seventeenth Supplemental Agreement, dated as of April 1, 2016; an Eighteenth Supplement Agreement, dated as of November 1, 2016; a Nineteenth Supplemental Agreement, dated as of July 1, 2017; a Twentieth Supplemental Agreement, dated as of September 1, 2021; a Twenty-First Supplemental Agreement, dated as of October 1, 2022; and a Twenty-Second Supplemental Agreement, dated as of June 1, 2024 (collectively, the “Agreement”), the Authority has agreed to lease the System to the Transportation Cabinet under an Economic Revenue (Revitalization Projects) Lease, dated as of October 1, 1990, which has been supplemented by a First Supplemental Lease, dated as of October 1, 1992; a Second Supplemental Lease, dated as of April 1, 1993; a Third Supplemental Lease, dated as of April 1, 1995; a Financing/Fourth Supplemental Lease Agreement dated as of October 1, 1999, which has been amended by a First Amendment to Financing/Fourth Supplemental Lease Agreement, dated as of November 15, 2000; a Fifth Supplemental Lease, dated as of February 1, 2001; a Sixth Supplemental Lease, dated as of March 1, 2001; a Financing/Seventh Supplemental Lease Agreement dated as of May 1, 2004; an Eighth Supplemental Lease dated as of April 1, 2005; a Ninth Supplemental Lease Agreement dated as of March 1, 2006; a Financing/Tenth Supplemental

*Preliminary, subject to change.

Lease Agreement dated as of September 1, 2007, which has been amended by a First Amendment to Financing/Tenth Supplemental Lease Agreement, dated as of August 1, 2008 and by a Second Amendment to Financing/Tenth Supplemental Lease Agreement, dated as of April 1, 2009; an Eleventh Supplemental Lease, dated as of June 1, 2010; a Twelfth Supplemental Lease, dated as of April 1, 2011; a Thirteenth Supplemental Lease, dated as of March 1, 2012; a Fourteenth Supplemental Lease, dated as of September 1, 2013; a Fifteenth Supplemental Lease, dated as of June 1, 2014; a Sixteenth Supplemental Lease, dated as of July 1, 2015; a Seventeenth Supplemental Lease, dated as of April 1, 2016; an Eighteenth Supplemental Lease, dated as of November 1, 2016; a Nineteenth Supplemental Lease, dated as of July 1, 2017; a Twentieth Supplemental Lease, dated as of September 1, 2021; a Twenty-First Supplemental Lease, dated as of October 1, 2022; and a Twenty-Second Supplemental Lease, dated as of June 1, 2024 (collectively, the “Lease”) for a period ending June 30, 2026, with biennial renewal options.

The Lease requires the Transportation Cabinet to make rental payments to the Authority at the times and in the amounts required by the Indenture to pay principal of and interest on the Economic Development Road Revenue Refunding Bonds to become due during the biennial period. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS — Lease Payments” and APPENDIX C — “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE LEASE.” Although the Lease has been renewed for the period ending June 30, 2026, the Transportation Cabinet is under no obligation to renew the Lease for any subsequent biennial period. The Lease provides for automatic renewals for each ensuing biennial term unless the Authority receives written notice, as provided in the Lease, of the Transportation Cabinet’s election not to renew the Lease. If the Lease is not renewed and the rentals thereunder are not received, the Authority does not expect that it will have revenues sufficient to pay the principal of, and interest on, the Economic Development Road Revenue Refunding Bonds (Revitalization Projects), including the Bonds. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS — Payments if Lease is Not in Effect.”

Additional Bonds may be issued on parity with the Bonds and other Bonds issued on parity with the Bonds upon compliance with restrictions contained in the Indenture and the Lease. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS — Restrictions on Future Financings.”

Descriptions of the Bonds, the security therefor, the Indenture, the Lease and the Agreement are included in this Official Statement. Such descriptions and summaries do not purport to be comprehensive or definitive. All references herein to such agreements and documents are qualified in their entirety by reference thereto. Terms not defined herein shall have the meanings given them in APPENDIX C — “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — CERTAIN DEFINITIONS.”

PLAN OF FINANCE

General

The proceeds of the Bonds will be used by the Authority to (a) refund all or a portion of the Prior Build America Bonds, as more completely identified in “APPENDIX B – Summary of Prior Build America Bonds” hereto, to reduce risk of future sequestration or subsidy elimination and for present value savings and (b) pay the costs of issuing the Bonds. The proceeds of the Prior Build America Bonds were used to finance a portion of the costs of Revitalization Projects, capitalized interest and the costs of issuance of the Prior Build America Bonds. On the date of issuance of the Bonds, certain proceeds of the Bonds will be deposited in trust to be applied to the refunding of the Prior Build America Bonds. In order to refund the Prior Build America Bonds, the proceeds of the Bonds plus other available moneys will be used to purchase Governmental Obligations (as defined in the Indenture). For additional information, see “VERIFICATION OF MATHEMATICAL COMPUTATIONS” herein. See “SOURCES AND USES OF FUNDS” and “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” herein.

Refunding of Prior Build America Bonds

The Authority intends to call the Prior Build America Bonds in accordance with the extraordinary redemption provisions of the resolution of the Authority governing the Prior Build America Bonds (the “Prior BAB Resolution”).

The extraordinary optional redemption for the Prior Build America Bonds is triggered by an “Extraordinary Event.” Under the Prior BAB Resolution, an Extraordinary Event will have occurred “if Section 54AA or 6431 of the Internal Revenue Code of 1986, as amended (the “Code”) (as such Sections were added by Section 1531 of the America Recovery and Reinvestment Act of 2009, pertaining to “Build America Bonds”) is modified, amended, or interpreted in a manner pursuant to which the Authority’s 35% cash subsidy payment from the United States Treasury is reduced or eliminated” with respect to the Prior Build America Bonds.

The 35% direct payment cash subsidy permitted under Section 6431 for Build America Bonds issued under Section 54AA, like the Prior Build America Bonds, has been modified by the Budget Control Act of 2011 to apply sequestration to the direct payment subsidy paid on the Prior Build America Bonds. In the absence of such sequestration, the Authority would have continued to receive the 35% direct payment cash subsidy set forth in Code Section 6431. Such sequestration has, however, modified the amount of the cash subsidy paid pursuant to Code Section 6431, and it has in fact reduced the Authority's 35% subsidy on the Prior Build America Bonds. Because Code Section 6431 has been modified in a manner pursuant to which the Authority's 35% cash subsidy payment from the United States Treasury has been reduced, an Extraordinary Event has occurred.

The Authority anticipates that the Prior Build America Bonds will be redeemed at a redemption price equal to the greater of: (i) the principal amount of the Prior Build America Bonds to be redeemed, less any original issue discount and plus any original issue premium related to such Prior Build America Bonds; or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such Prior Build America Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Prior Build America Bonds are to be redeemed, discounted to the date on which such Prior Build America Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12 30-day months, at the Treasury Rate plus 100 basis points, plus in each case, accrued interest on such Prior Build America Bonds to the date fixed for redemption.

For additional information, definitions of certain foregoing terms, and a further description of the extraordinary redemption provisions, see the Official Statement for the Prior Build America Bonds located at the following link:

Economic Development Road Revenue Bonds (Revitalization Projects), 2010 Series B:
<https://emma.msrb.org/IssueView/Details/EP339744>

SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds in connection with the issuance of the Bonds.

Sources:	<u>Bonds</u>
Par Amount	\$ _____
Net Original Issuance Premium/Discount	_____
TOTAL SOURCES	\$ _____
Uses:	
Refund Prior Build America Bonds	\$ _____
Costs of Issuance (including Underwriters' Discount)	_____
TOTAL USES	\$ _____

DESCRIPTION OF BONDS

General

The Bonds will be dated their date of delivery, will be fully registered, without coupons, and will be issued in the denominations of \$5,000 or any integral multiple thereof. The Bonds will bear interest at the rates, payable semiannually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing January 1, 2025, will mature on the dates and in the amounts set forth on the inside cover of this Official Statement. Interest on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months. The Bonds will be initially registered in the name of and held by Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests from DTC in the Bonds will be made in book-entry-only form (without certificates). So long as DTC or its nominees is the registered owner of the Bonds, payment of the principal of and interest on the Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the "DTC Participants") will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See "Book-Entry-Only System" under this caption and "APPENDIX D – CLEARING SYSTEMS."

If the book-entry-only system through DTC is discontinued, principal of the Bonds will be payable at such office within the United States as shall be designated from time to time by the Trustee (the "Payment Office") upon the presentation and surrender thereof. Except as described below, payment of interest on the Bonds will be made on

each Interest Payment Date to the person appearing on the registration books of the Trustee as the registered owner thereof at the close of business on the fifteenth day of the month preceding the Interest Payment Date by check or draft mailed to such registered owner at the owner's address as it appears on such registration books. Upon request to the Trustee by a registered owner of not less than \$1,000,000 in aggregate principal amount of Bonds, interest on such Bonds will be paid to such registered owner by wire transfer to the account within the United States specified by such registered owner.

Redemption

The Bonds are not subject to redemption before maturity.

Transfer and Exchange

The Bonds may be transferred only upon the registration books of the Trustee upon surrender thereof to the Trustee together with an assignment duly executed by the registered owner or the owner's attorney or legal representative in form satisfactory to the Trustee. Upon any such registration of transfer, new Bonds will be delivered, registered in the name of the transferee, of any denomination authorized by the respective Indenture, in an aggregate principal amount equal to the principal amount (or maturity amount) of the Bonds being transferred, of the same maturity and bearing interest at the same rate.

The Bonds, upon surrender thereof at the Payment Office, together with an assignment duly executed by the registered owner or the owner's attorney or legal representative in form satisfactory to the Trustee, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, bearing interest at the same rate, of any denomination authorized by the Indenture, and in the same form as the Bonds surrendered for exchange.

Book-Entry-Only System

The Bonds initially will be issued solely in book-entry form to be held in the book-entry-only system maintained by The Depository Trust Company ("DTC"), New York, New York. So long as such book-entry-only system is used, only DTC will receive or have the right to receive physical delivery of Bonds and, except as otherwise provided herein with respect to tenders of beneficial ownership interests by Beneficial Owners, as defined in APPENDIX D, will not be or be considered to be, and will not have any rights as, owners or holders of the Bonds under the Indenture and the Bond Resolution. For additional information about DTC and the book-entry-only system see "APPENDIX D – BOOK-ENTRY-ONLY SYSTEM". DTC will act as securities depository for the Bonds. The Bonds 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 each series of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

General

Subject only to the provisions of the Indenture permitting the application of such money for the purposes and on the terms and conditions set forth therein, pursuant to the Indenture, the Authority pledges for the payment of principal of and interest on the Bonds, the Revenues of the System and all funds and accounts established pursuant to the Indenture. "Revenues" means all rental monies and other revenues derived from the Lease and, during such times as the Lease is not in effect, motor fuel taxes and surtaxes derived from motor fuels consumed on the System not directed by law or previous binding contract to be applied to uses other than payment of the principal of and interest on the Bonds, and any other revenues derived from time to time by the Authority from its ownership or operation of the System which can legally be applied to payment of the Bonds. The Authority does not expect the collections of such motor fuel taxes will be sufficient to pay debt service on the Bonds during any period that the Lease is not renewed. Further, the General Assembly of Kentucky is free to alter or repeal any or all of such motor fuel taxes. The Transportation Cabinet has also entered into leases with the State Property and Buildings Commission (the "SPBC") requiring payments from the Commonwealth's Road Fund, having terms that are similar to the Lease, but without any pledge of revenues derived from the System.

Lease Payments

The Transportation Cabinet is required under the Lease to make rental payments to the Authority at the times and in the amounts required by the Indenture for deposit in the Bond Service Account of the Bond Fund created under the Indenture (other than by reason of a declaration of acceleration of the Economic Development Road Revenue Bonds (Revitalization Projects)). Pursuant to the Indenture, monies in the Bond Service Account are to be applied solely to pay principal of and interest on the Economic Development Road Revenue Bonds (Revitalization Projects), including the Bonds. The rental payments under the Lease may be increased at the discretion of the Transportation Cabinet for certain administrative and other expenses of the Authority with respect to the System, for maintenance, operation, repair, renewal or replacement of the System or any portion thereof, or to redeem Economic Development Road Revenue Bonds (Revitalization Projects). See APPENDIX C — “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE LEASE.”

The current term of the Lease ends June 30, 2026. The Lease provides for automatic renewals for each ensuing biennial term unless the Authority receives written notice on or before the last working day in April prior to the beginning of each biennial term of the Transportation Cabinet’s election not to renew the Lease. The Transportation Cabinet is under no obligation to renew the Lease for successive biennial periods. Pursuant to the Act, the Lease provides that any renewal of the Lease is a general obligation of the Transportation Cabinet, payable not only from revenues of the System, but also from any other funds of the Transportation Cabinet not required by law or previous binding contract to be devoted to other purposes. See “THE TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet” and “THE TRANSPORTATION CABINET — Claims on Certain Transportation Cabinet Revenues.” Such other funds of the Transportation Cabinet are derived primarily from funds deposited in the Road Fund which are required by the Constitution of the Commonwealth to be devoted only to highway purposes, and are described in the Constitution as “excise or license taxation relating to gasoline and other motor fuels” and “fees, excise or license taxation relating to registration, operation or use of vehicles on public highways.” See “THE TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet.”

The Transportation Cabinet is under no obligation to renew the Lease for future biennial periods after the biennial period ending June 30, 2026. If the Lease is not renewed, the Authority does not expect that Revenues will be sufficient to pay the debt service on the Economic Development Road Revenue Bonds (Revitalization Projects), including the Bonds. The Economic Development Road Revenue Bonds (Revitalization Projects), including the Bonds, are payable solely from and secured by a pledge of rental payments under the Lease and are not secured by any lien on, or interest in, the projects constituting the System. See “Payments if Lease is Not in Effect” below. Further, in order to balance the budget of the Commonwealth, the Governor may limit spending by Commonwealth departments, including the Transportation Cabinet, and reduce appropriations previously made by the Kentucky General Assembly, including appropriations for rental payments under the Lease. Failure of the Transportation Cabinet to receive such appropriations could have an adverse effect on or preclude the Authority’s ability to pay the principal of and interest on the Bonds.

Payments if Lease is Not in Effect

In the event that the Lease is not renewed, the Transportation Cabinet will immediately be liable for the balance (if any) of rentals due in the current term of the Lease; and, during any period when the Lease is not in effect, the Transportation Cabinet must collect from the Commonwealth and pay over to the Authority motor fuel taxes and surtaxes collected by the Commonwealth on gasoline and other motor fuels consumed on the System not directed by law or previous binding contract to be applied to uses other than payment of the principal of and interest on the Bonds.

The Authority has covenanted in the Indenture that, during any period that the Lease is not in effect, it will take all such actions as may be reasonably necessary, giving due consideration to the anticipated expenses in taking such action, to collect such motor fuel taxes and surtaxes from the Commonwealth, to facilitate the reasonable determination of the amount of gasoline and other motor fuels so consumed, and to deposit any such amounts collected in the Revenue Fund created under the Indenture.

Flow of Funds

Pursuant to the Indenture, a Construction Fund, a Revenue Fund and a Bond Fund are created. Four accounts are created in the Bond Fund: a Capitalized Interest Account, a Bond Service Account, a Redemption Account and a Rebate Account. The Authority has covenanted in the Indenture that, so long as the Lease is in effect, it will cause all

rentals paid by the Transportation Cabinet to the Authority under the Lease to be deposited in the Revenue Fund. The Trustee will withdraw from the Revenue Fund, to the extent monies are available therein, and, not later than each Interest Payment Date, will deposit to the credit of the following accounts in the following order and amounts:

(a) To the Bond Service Account of the Bond Fund, first, an amount, if any, which, when added to any amount on deposit therein and available for such purpose, will equal the amount required for interest on the Outstanding Bonds, including the Bonds, payable on the next Interest Payment Date, and, second, the amount, if any, necessary to make the amount in the Bond Service Account equal to the principal of all Bonds, including the Bonds, maturing on the next Interest Payment Date and the Amortization Requirement, less certain credits described in the Indenture; and

(b) To the Redemption Account, to the extent available after making the deposits required under clause (a) above, an amount equal to the amount included in the most recent rental payment for deposit into the Redemption Account; and

(c) To the Authority, to the extent available after making the deposits required under clauses (a) and (b) above, an amount equal to the amount determined by the Authority and concurred with by the Transportation Cabinet required in the next six-month period for administrative and other expenses of the Authority with respect to the System, including repairs and maintenance of the System to the extent not directly paid by the Transportation Cabinet; and

(d) To the Authority, the balance of the sum remaining in the Revenue Fund after making the deposits required by clauses (a) through (c) above, to be used for any lawful purposes.

During any period when the Lease is not in effect, on a monthly basis, the Trustee will withdraw from the Revenue Fund an amount equal to the amount of all monies held to the credit of the Revenue Fund on the last day of the preceding month, less an amount determined by resolution of the Authority (concurred with by the Trustee) required in the current month and the next month for administrative and other expenses of the Authority with respect to the System, and deposit the same first to the credit of the Bond Service Account of the Bond Fund in the amounts described above, and then the balance, if any, to the Redemption Fund.

Amounts on deposit in the Bond Service Account of the Bond Fund will be applied solely to pay principal of (including the Amortization Requirement, if any) and interest on the Bonds; amounts on deposit in the Redemption Account will be used to optionally redeem or purchase Bonds; and amounts on deposit in the Rebate Fund will be used to pay any required rebate to the United States Government with respect to the Bonds, all as further described in the Indenture. See APPENDIX C — “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE TRUST INDENTURE.”

Restrictions on Future Financings

Restrictions in the Lease. The Lease imposes a restriction on any future financings by the Transportation Cabinet of road projects under the Act, including toll road, resource recovery road and economic development road projects, including Revitalization Projects. The Transportation Cabinet covenants in the Lease not to enter into leases with respect to such future financings unless there is filed with the Trustee a certificate of the chief accounting officer of the Transportation Cabinet stating that “Adjusted Revenues” (as defined below) are at least 2.0 times “Maximum Annual Debt Service” (as defined below). Similar covenants are contained in agreements and leases relating to the Authority’s other Economic Development Road Bonds as well as bonds issued by SPBC supported by Road Fund Revenues, as described in this Official Statement. See “THE AUTHORITY — Outstanding Obligations of the Authority and the Transportation Cabinet.”

“Adjusted Revenues” means the aggregate of all amounts credited to the Road Fund for any 12 consecutive of the preceding 18 months, excluding (a) proceeds of obligations for borrowed money and (b) amounts required by law (excluding appropriations law) to be used for purposes other than for debt service on obligations for borrowed money payable from the Road Fund or for rentals on leases entered into by the Transportation Cabinet pursuant to the Act. In calculating Adjusted Revenues, if there is in effect at the date of such calculation any change in the rate or charge at which any tax or fee included in Adjusted Revenues is levied or any new tax or fee which is to be credited to the Road Fund, it is to be assumed that such new rate, charge, tax or fee was in effect at all times and the amounts credited to the Road Fund are to be adjusted to reflect the amounts which would have been credited had such rate, charge, tax or fee been in effect at all times.

“Maximum Annual Debt Service” means the sum of all amounts required to be paid from the Road Fund during any single Fiscal Year commencing after the date of such calculation, or set aside during such Fiscal Year for payment of debt service on each outstanding obligation for borrowed moneys, and that portion of rentals required to pay debt service under each lease in effect on such date entered into by the Transportation Cabinet pursuant to the Act. In calculating Maximum Annual Debt Service it is to be assumed that (i) the new lease into which the Transportation Cabinet proposes to enter is in effect, (ii) the obligations for borrowed money proposed to be issued at the time of execution of such lease are outstanding, (iii) the proceeds of such obligations if issued to refund other obligations have been applied as provided in the proceedings in connection with the issuance of such proposed obligations, (iv) Bonds bearing or to bear interest at a Short Term Rate will be deemed to bear interest at the “Maximum Rate” such Bonds may bear as defined in the Series Resolution authorizing the issuance of such Series of Bonds and (v) Bonds scheduled to be Outstanding during such period which are subject to Puts payable from a Credit Facility will not be deemed to be payable on Put dates.

Further, in calculating Maximum Annual Debt Service, there is to be subtracted from such calculation with respect to any Fiscal Year (a) an amount equal to the reasonably projected interest earnings on investments held for the credit of a debt service fund which are to be deposited in a bond service account pursuant to the provisions of a trust indenture and (b) an amount equal to the principal amount of any money and investments in a debt service reserve fund that are to be deposited in a bond service account pursuant to a trust indenture and applied to the payment and discharge of bonds during such Fiscal Year and on the immediately succeeding July 1.

Restrictions in the Indenture. The Indenture permits the issuance of additional Bonds on parity with the Bonds and other Bonds previously issued on parity with the Bonds. Additional Bonds (including refunding Bonds other than as described below) may be issued only if the certificate of the chief accounting officer of the Transportation Cabinet described above is filed with the Trustee on the date of issuance of such additional Bonds. The chief accounting officer intends to execute such certificate which shall state that “Additional Revenues” are at least 2.0 times “Maximum Annual Debt Service.”

Bonds of any Series to refund Bonds may be authenticated and delivered by the Trustee without compliance with the requirement described above if there is filed with the Trustee a certificate of the Chairman of the Authority stating that the aggregate principal and interest requirements, assuming the issuance of such refunding Bonds, in Fiscal Years after the Fiscal Year in which such series of Bonds is to be issued through the last stated maturity date of any Bonds, other than the Bonds to be refunded, Outstanding immediately prior to the issuance of such Series of Bonds will not be greater than the aggregate of the principal and interest requirements in such future Fiscal Years calculated immediately prior to the proposed issuance of such Series of Bonds.

Based upon amounts credited to the Road Fund for the twelve-month period ended June 30, 2023 and issuance of the Bonds at the interest rates and with the maturities at which they were issued, the ratio of Adjusted Revenues to Maximum Annual Debt Service is estimated to be _____. Between December 2010 and March 2015, the prevailing rates for motor fuel taxes exceeded the statutory floor. Upon passage of HB 299, enacted by the 2015 Regular Session of the General Assembly, the prevailing rates for the motor fuel taxes were at the new statutory floor from April 1, 2015 through June 30, 2022. Due to an increase in the average wholesale price (the “awp”) of fuel that occurred in Fiscal Year 2022, the Kentucky motor fuels tax rate was scheduled to increase 2 cents per gallon on July 1, 2022. However, emergency regulation 103 KAR 043:340E was promulgated on June 2, 2022, that froze the awp of fuel at Fiscal Year 2022 levels, keeping the total fuels tax on gasoline at \$0.26 and \$0.23 on special fuels through February 2023. From March 1, 2023 through June 30, 2023, the 2-cent per gallon increase became effective for the remainder of the fiscal year, meaning that the motor fuel tax was calculated on an awp of \$2.395 per gallon resulting in the total fuels tax rate on gasoline at \$0.28 and \$0.25 on special fuels. See THE TRANSPORTATION CABINET – Revenue Sources of the Transportation Cabinet” and “THE TRANSPORTATION CABINET – Recent Changes to Road Fund Receipts – Kentucky Gasoline Motor Fuel Tax Rate History”. The ratio is based on an estimated Maximum Annual Debt Service of \$ _____, which includes payments by the Transportation Cabinet to the Authority and SPBC under leases.

THE AUTHORITY

General

The Authority was created by the Act and constitutes a de jure municipal corporation and political subdivision of the Commonwealth. The Authority is authorized under the Act, subject to the limitations contained in the Biennial

Appropriations Act and terms of written agreements with the Transportation Cabinet, to construct, reconstruct, maintain, repair and operate turnpike projects, resource recovery road projects, and economic development road projects, to lease such projects to the Transportation Cabinet and to issue its revenue bonds, revenue refunding bonds, revenue notes and revenue bond anticipation notes to finance such projects. The Authority members are the Governor (serving as Chairman), the Lieutenant Governor (serving as Vice Chairman), the Attorney General, the Secretary of the Finance and Administration Cabinet, the Secretary of the Transportation Cabinet, the State Highway Engineer and the Secretary of the Cabinet for Economic Development. The current members of the Authority are as follows:

Governor	Andrew G. Beshear
Lieutenant Governor	Jacqueline Coleman
Attorney General	Russell Coleman
Secretary, Finance and Administration Cabinet	Holly M. Johnson
Secretary, Transportation Cabinet	Jim Gray
State Highway Engineer	James E. Ballinger
Secretary, Cabinet for Economic Development	Jeff Noel

The Executive Director of the Authority is Joe McDaniel, the Treasurer of the Authority is Billy Aldridge and the Secretary of the Authority is Steven A. Starkweather.

Transportation Cabinet Projects Financed by the Authority

Pursuant to the Act, the Transportation Cabinet and the Authority are empowered to enter into agreements and leases for various types of highway projects. The following briefly describes each of the types of projects which have been or are currently planned to be financed under the Act.

Economic Development Road Projects; Revitalization Projects. In 1980, the Kentucky General Assembly amended the Act to empower the Authority to issue obligations to finance economic development road projects which are currently defined in the Act to mean the construction, reconstruction or relocation of any highway, road or thoroughfare, or such part or parts thereof, as designated by the Transportation Cabinet as a part of the economic development road system of the Commonwealth. The Kentucky General Assembly found that “in many cases, highways, roads and thoroughfares which are vital economic links between various sections of the Commonwealth have become, by reason of age and continued usage, obsolete and are no longer capable of affording the services required in a modern industrial society,” and authorized the Authority to issue economic development road revenue refunding bonds to correct such conditions. The Authority financed economic development road projects through the issuance of bonds in 1984 and 1987. The Act was amended in 1990 and Revitalization Projects were financed through the issuance of bonds in 1990, 1992, 1993, 1995, 2000, 2001, 2004, 2005, 2006, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2022.

(Remainder of Page Intentionally Left Blank)

Outstanding Obligations of the Authority and the Transportation Cabinet

The outstanding bond obligations of the Authority and the SPBC that constitute obligations of the Transportation Cabinet as of May 1, 2024:

<u>Name of Revenue Bond Issue</u>	<u>Date Issued</u>	<u>Final Maturity</u>	<u>Original Principal Amount Issued</u>	<u>Par Amount Outstanding</u>
<u>Bonds Issued by the Authority</u>				
Economic Development Road Revenue Bonds and Road Revenue Refunding Bonds (Revitalization Projects)				
Series 2010B*	6/25/2010	7/1/2030	\$ 187,640,000	\$ 130,630,000
Series 2014A	6/25/2014	7/1/2025	121,325,000	28,825,000
Series 2015A	7/22/2015	7/1/2035	68,880,000	49,450,000
Series 2015B	7/22/2015	7/1/2026	122,005,000	42,810,000
Series 2016A	4/7/2016	7/1/2029	222,670,000	130,990,000
Series 2016B	12/7/2016	7/1/2036	41,980,000	29,065,000
Series 2017A	8/23/2017	7/1/2037	27,415,000	25,130,000
Series 2017B	8/23/2017	7/1/2028	146,920,000	127,320,000
Series 2021A	9/21/2021	7/1/2031	13,580,000	13,580,000
Series 2021B	9/21/2021	7/1/2033	85,895,000	83,035,000
Series 2022A	4/5/2022	7/1/2032	56,875,000	56,875,000
Series 2022B	10/20/2022	7/1/2042	47,480,000	47,480,000
Total Outstanding Bonds of the Authority			<u>\$1,142,665,000</u>	<u>\$ 765,190,000</u>
<u>Bonds Issued by the SPBC</u>				
Road Fund Revenue and Revenue Refunding Bonds				
Project No. 107 (Series A)	5/21/2014	5/1/2030	\$ 6,085,000	\$ 4,515,000
Project No. 111	12/3/2015	11/1/2035	4,960,000	3,360,000
Total Outstanding Bonds of the SPBC			<u>\$ 11,045,000</u>	<u>\$ 7,875,000</u>
TOTAL TRANSPORTATION CABINET BOND OBLIGATIONS			<u>\$1,153,710,000</u>	<u>\$773,065,000</u>

Source: Turnpike Authority of Kentucky and Transportation Cabinet

*It is intended that a portion of these Series 2010B Bonds will be refunded by the Bonds.

Outstanding Debt Service Requirements

The following table sets forth the outstanding debt service requirements of the Authority and the SPBC that constitute obligations of the Transportation Cabinet as of the end of each June 30:

Fiscal Year	Outstanding Debt Service		2024 Series A Bonds			Total
	Authority ^{1,2}	SPBC	Principal	Interest	Total	
2025	136,956,397	1,179,344				
2026	118,433,093	1,178,944				
2027	102,029,561	1,178,794				
2028	104,563,172	1,174,019				
2029	80,590,919	1,178,253				
2030	69,735,881	1,180,113				
2031	50,521,688	344,688				
2032	44,153,173	340,163				
2033	29,472,849	340,019				
2034	15,371,205	344,256				
2035	15,367,930	342,853				
2036	12,445,680	335,981				
2037	6,347,750					
2038	3,956,250					
2039	3,956,250					
2040	3,953,500					
2041	3,957,750					
2042	3,953,250					
Total*	\$805,766,296	\$9,117,425	\$	\$	\$	\$

- Notes: 1. July principal and interest payments are paid and included in the prior fiscal year.
2. Outstanding debt service does not take into account receipt of direct payments from the United States Treasury under the Build America Bond program for the Prior Build America Bonds to be refunded by the Bonds.
* Totals may not add due to rounding.

FUTURE FINANCINGS

House Bill 2 of the 2012 Extraordinary Session of the General Assembly authorized \$12.5 million for the replacement of the Driver Licensing System expected to be issued through SPBC in the future.

The Kentucky General Assembly may authorize additional debt financing to support various capital initiatives of the Commonwealth in future budgets, including projects supported by the Road Fund. Bonds may also be issued to refund outstanding appropriation-supported bonds. Currently, there is no additional Road Fund authorization.

THE TRANSPORTATION CABINET

General

The Department of Highways was established as an agency of the Commonwealth by the 1912 General Assembly. Pursuant to Executive Orders 72-288 and 73-543, confirmed by the Kentucky General Assembly by legislation enacted in 1974, the Department of Transportation (the "Department"), predecessor to the Transportation Cabinet, was created as the successor to, and represented a reorganization and consolidation of, the Departments of Highways, Motor Transportation and Aeronautics. The Department also succeeded to certain specific functions and responsibilities of the Department of Public Safety and the Department of Revenue as such functions and responsibilities related to transportation. Pursuant to legislation enacted in 1982, the Transportation Cabinet was created as a successor to and succeeded to all duties of the Department.

The Transportation Cabinet is responsible for the construction, reconstruction and maintenance of the Commonwealth's primary road system, which carries an estimated 85% of the Commonwealth's motor vehicle traffic. This represents nearly 41.6 billion vehicle miles of travel per year. The system consists of some approximately 28,000 miles of parkways, interstate highways, the economic development road system, primary roads, secondary roads, rural secondary roads and supplemental roads, and includes nearly 9,069 bridges. Additionally, the Transportation Cabinet provides direction for licensed airports and heliports throughout the Commonwealth.

The Transportation Cabinet also regulates the operation of motor vehicles upon Kentucky's public highways and registers approximately 4.0 million vehicles and licenses 3.0 million drivers. The Commonwealth's Justice Cabinet is responsible for administratively enforcing Kentucky and federal laws and regulations pertaining to commercial vehicles in regard to weight and size limits, operating authority, safety, and tax compliance.

Organization and Management

The Transportation Cabinet is organized into four major operating departments: Highways, Rural and Municipal Aid, Vehicle Regulation, and Aviation. Eleven offices perform staff functions: Office of the Secretary, Budget and Fiscal Management, Legal Services, Inspector General, Information Technology, Support Services, Audits, Human Resources Management, Transportation Delivery, Civil Rights and Small Business Development, Public Affairs and Secretary's Office of Safety. The Transportation Cabinet employs on average approximately 4,500 people on a full-time basis.

The Transportation Cabinet is headed by a Secretary of Transportation, who is appointed by the Governor. Each Department is organized under an appointed Commissioner, and each Office is supervised by an Executive Director. The engineering functions of the organization are under the supervision of a Commissioner of Highways, a State Highway Engineer and four Executive Directors, who also serve at the pleasure of the Governor. Middle management of the Transportation Cabinet is composed primarily of career employees, most of whom are members of the classified service, which is the Commonwealth's merit system for employees. Virtually all engineering personnel are protected under the classified service, assuring stability and continuity in the programs of the Transportation Cabinet.

Operations and Maintenance

The Transportation Cabinet provides transportation services to the traveling public through a network of highly developed programs and operating units. To assure prompt and efficient delivery of services across the Commonwealth, the Transportation Cabinet operates 12 regional district offices, and highway maintenance facilities in each of the 120 counties.

The Transportation Cabinet relies on automated systems for tracking and assessing the activities in virtually all functional areas. The Transportation Cabinet uses a sophisticated automated maintenance management system that provides managers with performance data on all aspects of roadway maintenance work. The Transportation Cabinet also maintains an extensive and detailed database of the Commonwealth's highway infrastructure.

Capital Planning For Highways

General. The Commonwealth's road planning process is structured to ensure the development of a continuous and credible highway improvement program that complements the Commonwealth's overall transportation system. The process and its products have evolved considerably in recent years as the Transportation Cabinet has lengthened its planning horizon and the General Assembly has assumed a more participatory role.

Prior to 1982, the Transportation Cabinet had internally identified, planned, and designed potential projects. Those projects which were approved by the Secretary were made a part of the Transportation Cabinet's five-year program and moved to construction as funds became available. In the 1982 Regular Session of the Kentucky General Assembly, legislation was enacted calling upon the Transportation Cabinet to present each biennial budget of the General Assembly with a proposed highway construction program for the next three biennial periods. This proposed program for the three biennial periods is referred to as the "Six-Year Plan."

The Six-Year Plan consists of a biennial construction program and a four-year preconstruction planning document. It is through this plan that legislative involvement in the project development process has been assured.

In recent years, the Six-Year Plan has formed the foundation for development by the Transportation Cabinet of a more forward-looking transportation planning tool, which is formally known as the “Statewide Transportation Plan.” This plan, required first by the Federal Authorization Act, Intermodal Surface Transportation Efficiency Act (ISTEA) in 1991, continued by the Transportation Equity Act for the 21st Century (TEA-21) in 1998, the Safe, Accountable, Flexible, Efficient Transportation Equity Act for Users (SAFETEA-LU) in 2005, the Moving Ahead for Progress in the 21st Century (MAP-21) in 2012, the Fixing America’s Surface Transportation Act (FAST Act) in 2015, and the Infrastructure Investment and Jobs Act (IIJA) in 2021, integrates all modes of transportation and expands the horizon of project needs identification beyond the six-year period prescribed by Kentucky statutes and allows a more far-sighted approach to transportation planning.

Implementation of the Six-Year Plan. Kentucky’s Six-Year Highway Plan is funded through the use of Commonwealth and federal highway dollars. Commonwealth funds are generally derived from motor fuel and vehicle usage excise taxes and other revenues to the Road Fund, plus the proceeds from road bonds issued by the Authority. Commonwealth funds are allocated to the Transportation Cabinet on a biennial basis and are used to finance state-funded projects or to match federal aid funds at various participation ratios dictated by the federal government. The majority of Kentucky’s federal-aid highway funds are appropriated annually from the Federal Highway Trust Fund operated by the U.S. Department of Transportation. All federal dollars must be spent within the appropriate funding category and cannot be transferred for use in other federal-aid categories except as specifically permitted by federal legislation. The annual federal-aid highway fund appropriation is governed by a multi-year federal authorization act. The most recent authorization act, the IIJA Act (Public Law 117-58, also known as the “Bipartisan Infrastructure Law” was signed by President Biden on November 15, 2021 to provide transportation funding over fiscal years 2022 through 2026 for roads, bridges, mass transit, water infrastructure, resilience, and broadband. After operating under numerous continuing resolutions providing short-term stop gap funding, President Biden signed the Consolidated Appropriations Act, 2022 (H.R. 2471) on March 15, 2022 which provided funding through September 30, 2022. On September 30, 2022, the Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023, extended funding through December 16, 2022. Between the end of the FAST Act and passage of the IIJA (the current authorization), Congress passed several continuing resolutions.

In periods between such multiyear authorizations or consideration of alternative legislation, Congress and/or the Federal Highway Administration (the “FHWA”) have found ways to avoid disruptions to state highway programs and, more importantly, have been able to maintain the flow of federal revenues to states in each instance, including with multiple interim authorizations.

Although measures have been enacted by Congress and/or the FHWA in the past, no assurance can be given that such measures would or could be enacted in the future to maintain the flow of federal aid funding upon termination of either an interim or multi-year authorization period.

These federal-aid monies are generated by federal excise taxes and are made available in specific dollar amounts for specific types of improvements (i.e., national highway system, surface transportation program, bridge replacement projects, etc.). In general, all federal dollars must be spent within the appropriate funding category; however, states have some flexibility to transfer funds between program categories.

Revenue Sources of the Transportation Cabinet

General. The Transportation Cabinet is funded through appropriations from a diversified revenue base, including the Road Fund, federal funds, restricted agency funds, and the Commonwealth’s General Fund. In addition, the Transportation Cabinet expends funds on behalf of various government agencies and other organizations, including the Turnpike Authority, that participate in the construction and maintenance of highway projects. In the case of the Turnpike Authority, these funds are generated through the issuance of revenue bonds.

Chapter 48 of the Kentucky Revised Statutes provides that “money derived from the excise or license taxation relating to gasoline and other motor fuels, and moneys derived from fees, excise or license taxation relating to registration, operation or use of vehicles for use on public highways” must be deposited in the Road Fund. The Kentucky Constitution mandates that such revenues be applied solely for highway-related uses. Section 230 of the Kentucky Constitution states in part as follows:

No money derived from the excise or license taxation relating to gasoline and other motor fuels, and no monies derived from fees, excise or license taxation

relating to registration, operation, or use of vehicles on public highways shall be expended for other than the cost of administration, statutory refunds and adjustments, payment of highway obligations, costs for construction, reconstruction, rights-of-way, maintenance and repair of public highways and bridges, and expense of enforcing state traffic and motor vehicle laws.

Following is a brief description of the various sources of revenue deposited in the Road Fund. The table under “THE TRANSPORTATION CABINET - Historical Available Road Fund Revenues, Expenses and Lease Rentals” herein provides an accounting of the portion of these revenue sources over each of the past five Fiscal Years that were available to pay debt service. These amounts are shown exclusive of any taxes, fees and miscellaneous revenues that are dedicated for other uses.

Motor Vehicle Usage Tax. Motor vehicle usage taxes are currently imposed on the sale or transfer of new or used motor vehicles at the rate of 6% of the vehicle’s value. The value on which the tax is assessed on new cars is a percentage of the manufacturer’s suggested retail price and for used cars and trucks is based on a notarized affidavit, prepared by both the buyer and seller, attesting to the actual cash consideration paid for the vehicle. See “Recent Changes to Road Fund Receipts” for a description of a new usage tax allowance credit.

During Fiscal Years 2019-2020, the motor vehicle usage taxes made up approximately 42-43% of the total monies deposited to the Road Fund and available to pay lease rentals though motor vehicle usage taxes comprised a higher percentage of approximately 48% of Road Fund revenue available to pay lease rentals in Fiscal Years 2021-2023. See “THE TRANSPORTATION CABINET — Historical Available Road Fund Revenues, Expenses and Lease Rentals” herein.

Motor Fuel Taxes. Motor fuel taxes are levied on gasoline, liquefied petroleum gas and special fuels (predominantly diesel fuel) sold for use in motor vehicles operated on public highways and set by statute. The law provides for a variable tax rate equal to 9% of the awp of gasoline, which shall be rounded to the third decimal. From the fourth quarter of Fiscal Year 2015 through Fiscal Year 2022, the motor fuel tax was calculated on an awp of \$2.177 per gallon which is the statutory floor. The awp is calculated by the Department of Revenue for each calendar quarter using the awp from the first month of the previous quarter. The law further limits the awp increase to 10% from one fiscal year to the next, effectively capping the annual growth. Due to an increase in the awp that occurred in Fiscal Year 2022, the Kentucky motor fuels tax rate was scheduled to increase 2 cents per gallon on July 1, 2022. However, emergency regulation 103 KAR 043:340E was promulgated on June 2, 2022, that froze the awp of fuel at Fiscal Year 2022 levels, keeping the total fuels tax on gasoline at \$0.26 and \$0.23 on special fuels through February 2023. From March 1, 2023 through June 30, 2023, the 2-cent per gallon increase became effective for the remainder of the fiscal year, meaning that the motor fuel tax was calculated on an awp of \$2.395 per gallon resulting in the total fuels tax rate on gasoline at \$0.28 and \$0.25 on special fuels. For Fiscal Year 2024, the motor fuel tax increased another 2.1 cents per gallon, based on an awp of \$2.635 per gallon, making the total fuels tax on gasoline at \$0.301 and \$0.271 for special fuels. For Fiscal Year 2025, the motor fuel tax decreased 2.3 cents per gallon, based on an awp of \$2.380 per gallon, making the total fuels tax on gasoline at \$0.278 per gallon and \$0.248 per gallon for special fuels. In addition to the variable tax, the law provides for a supplemental highway-user motor fuel tax that is a fixed rate of 5 cents per gallon for gasoline and 2 cents per gallon for special fuels. See “THE TRANSPORTATION CABINET - Recent Changes to Road Fund Receipts” herein.

In addition to the above, firms operating commercial trucks in Kentucky are assessed a surtax of 2% of the awp on gasoline and 4.7% of the awp on special fuels on the amount of fuel used in operation on the public highways of the Commonwealth. By statute, this rate cannot be less than 3.6 cents per gallon on gasoline and 8.4 cents per gallon on special fuels. The current surtax rate effective July 1, 2023 was 5.27 cents per gallon for gasoline and 12.38 cents per gallon for special fuels which shall remain in effect through June 30, 2026.

These taxes made up approximately 35-36% of deposits in Fiscal Years 2019-2020 that were available for lease rentals, and approximately 32%, 33%, and 32% of available Road Fund revenues for lease rentals in Fiscal Years 2021, 2022, and 2023, respectively. See “THE TRANSPORTATION CABINET — Historical Available Road Fund Revenues, Expenses and Lease Rentals” herein.

Further, a substantial portion of these motor fuels taxes is statutorily dedicated to a revenue sharing program and not available to pay lease rentals. See “THE TRANSPORTATION CABINET - Claims on Certain Transportation Cabinet Revenues” herein.

Weight Distance Tax. The weight distance tax is assessed on trucks operating on Kentucky roads at declared weights of 60,000 pounds or more at a rate of 2.85 cents per mile.

Truck Licenses and Fees. This category consists primarily of truck proportional registration fees, regular truck license fees, and highway special permits. Commercial trucks are assessed a per vehicle registration fee from \$24 to \$1,410 annually, based on the gross weight of the vehicle. Proportional registration fees are imposed on motor carriers and collected in their home state, then distributed to states in which the carrier operates, based on mileage driven. Kentucky's share of these funds represents collections on Kentucky-based carriers in excess of what is distributed to other states for those carriers, as well as distributions from other states based on mileage driven in Kentucky by out-of-state carriers. Highway special permits are derived from the issuance of permits to operate a truck that exceeds state regulations for weight and/or dimensional limitations.

Passenger Vehicle Licenses and Fees. Regular passenger vehicle licenses and specialty passenger vehicle licenses are the two main components of this category. The annual registration fee for cars and light trucks is \$21. Of the \$21 fee, \$11.50 is deposited in the Road Fund.

Motor Vehicle Operator Licenses. Effective July 1, 2005 the cost for a four-year license is \$20. House Bill 410 of the 2017 Regular Session was passed and brings Kentucky into compliance with the federal REAL ID Act of 2005. Kentucky has federally compliant driver licenses and personal ID cards, or Voluntary Travel IDs, available for issuance. The new federally-compliant driver license and ID card is either a 4-year credential at a cost of \$24 or an 8-year credential at a cost of \$48. For those individuals who choose not to receive a federally compliant license or ID, they can instead receive a 4-year Standard Driver License or ID at the price of \$21.50 or an 8-year Standard Driver License or ID at the price of \$43. Those citizens choosing the Standard credential will need a passport or other acceptable identification documents to fly domestically or enter restricted federal governmental facilities.

House Bill 453 of the 2020 Regular Session was passed and establishes the Transportation Cabinet as the entity responsible for the issuance of driver licenses through the creation of regional offices across the Commonwealth. The issuance of driver licenses transitioned from the Circuit Clerks to the Transportation Cabinet by the end of June 2022.

Recent Changes to Road Fund Receipts

In recent years, the statutory changes enacted by the Kentucky General Assembly and various court cases have resulted in a number of changes that affect Road Fund receipts. A brief outline of some of the most notable tax modifications follows.

Motor Vehicle Usage Tax. The usage tax statutes generally provide for a usage tax of 6% levied on every motor vehicle used in Kentucky, subject to exemptions for certain kinds of transfers. The motor vehicle usage tax is collected when a motor vehicle is offered for registration for the first time in Kentucky or upon a transfer of ownership.

The 2013 General Assembly enacted legislation to make permanent a trade-in allowance for new vehicles in the Commonwealth for buyers who trade a used vehicle towards the purchase of a new vehicle. The purchaser pays the Motor Vehicle Usage Tax based on the value of the new vehicle in excess of the value of the trade-in vehicle. The trade-in allowance was effective July 1, 2014, and it has reduced Road Fund receipts available to pay lease rentals by at least approximately \$45-\$46 million a year.

The 2015 General Assembly enacted legislation, with the passage of H.B. 378, that exempted from taxation purchases made from Kentucky auto dealers by military service members assigned to duty in Kentucky. It reduced annual Road Fund receipts available to pay lease rentals by \$500,000 beginning in Fiscal Year 2016.

Electric and Hybrid Fees. With the enactment of House Bill 8 in the 2022 Regular Session of the General Assembly, the General Assembly established special fees of \$120 on electric and \$60 on hybrid vehicles to be indexed annually with the equal (50%/50%) distribution of proceeds therefrom to the General Fund and the Road Fund. Also, the bill created an indexed per-kilowatt-hour tax on electric vehicle power distributed by a dealer, which will go to the Road Fund. House Bill 659 delayed the effective date of these fees to January 1, 2024. In the 2024 Regular Session of the General Assembly, the enactment of House Bill 8 will eliminate the hybrid ownership fee effective January 1, 2025.

Motor Fuel Taxes. The motor fuel tax statutes provide for a variable tax rate equal to 9% of the awp of gasoline, which was, until July 1, 2005, subject to a statutory floor of \$1.11 per gallon for both gasoline and special fuels (primarily diesel). The awp was calculated by the Department of Revenue for each calendar quarter using the awp from the first month of the previous quarter. Until March 31, 2015, the law limited the annual fiscal year increase of the awp to 10%, but did not place an annual limit on the decrease (other than the statutory floor).

Since 2004 there have been several changes to the awp, both from legislative actions and through the automatic adjustment provisions. From the fourth quarter of Fiscal Year 2015 through Fiscal Year 2022, the motor fuel tax was calculated on an awp of \$2.177 per gallon which is the statutory floor. The awp is calculated by the Department of Revenue for each calendar quarter using the awp from the first month of the previous quarter. The law further limits the awp increase to 10% from one fiscal year to the next, effectively capping the annual growth. Due to an increase in the awp that occurred in Fiscal Year 2022, the Kentucky motor fuels tax rate was scheduled to increase 2 cents per gallon on July 1, 2022. However, emergency regulation 103 KAR 043:340E was promulgated on June 2, 2022, that froze the awp of fuel at Fiscal Year 2022 levels, keeping the total fuels tax on gasoline at \$0.26 and \$0.23 on special fuels through February 2023. From March 1, 2023 through June 30, 2023, the 2-cent per gallon increase became effective for the remainder of the fiscal year, meaning that the motor fuel tax was calculated on an awp of \$2.395 per gallon resulting in the total fuels tax rate on gasoline at \$0.28 per gallon and \$0.25 per gallon on special fuels. For Fiscal Year 2024, the motor fuel tax increased another 2.1 cents per gallon, based on an awp of \$2.635 per gallon, making the total fuels tax on gasoline at \$0.30 per gallon and \$0.27 per gallon for special fuels. For Fiscal Year 2025, the motor fuel tax decreased 2.3 cents per gallon, based on an awp of \$2.380 per gallon, making the total fuels tax on gasoline at \$0.278 per gallon and \$0.248 per gallon for special fuels. A complete history of those changes is displayed in the table titled KENTUCKY GASOLINE MOTOR FUEL TAX RATE HISTORY that follows this section.

The 2015 General Assembly enacted legislation, with the passage of H.B. 299, which established a new statutory awp floor of \$2.177 per gallon effective April 1, 2015. This legislation increased the motor fuel tax from 21.1 cents per gallon to 24.6 cents per gallon, and fundamentally changed the manner in which motor fuel tax rates are calculated. While motor fuel taxes have a fixed and variable rate component; prior to H.B. 299, the variable component of the tax was calculated and imposed on a quarterly basis. This legislation calculates the awp on an annual basis and limits the decline to either 90% of the awp in effect at the close of the previous fiscal year or the statutory floor, whichever is higher. Some specific provisions of this legislation are: (1) On or before June 1, 2016, and on or before each June 1 thereafter, an “annual survey value” will be calculated for the current fiscal year, which annual survey value will be determined by averaging the awp quarterly survey values for a fiscal year, as determined through continued regular surveys conducted by the Kentucky Department of Revenue; (2) Effective July 1, 2016, and each July 1 thereafter, the awp used to calculate the tax rate will be the annual survey value described above; and (3) Changes in the annual survey value from one fiscal year to the next are subject to +/-10% change in the awp in effect at the close of the previous fiscal year. However, the effective awp can at no point and time be lower than the \$2.177 per gallon statutory awp floor.

The table on the following page displays the history of changes to the gasoline motor fuel tax rate in Kentucky. This table does not reflect the motor fuel tax for special fuels, which is 3 cents per gallon less than the gasoline motor fuel tax.

KENTUCKY GASOLINE MOTOR FUEL TAX RATE HISTORY
(rates below reflect cents per gallon)

Begin	Effective End	Gasoline Tax Rate KRS 138.220(1)	Motor Fuel User Tax KRS 138.220(2)	Total Motor Fuel Tax	Comments
7/1/1986	6/30/2004	\$1.11 X 9% = 10 Cents	5 Cents	15 Cents	\$1.11 was the awp floor from 1986-2004
7/1/2004	6/30/2005	\$1.22 X 9% = 11 Cents	5 Cents	16 Cents	Effective 7/1/2005 awp floor made permanent by HB267 2005 General Assembly
7/1/2005	6/30/2006	\$1.34 X 9% = 12.1 Cents	5 Cents	17.1 Cents	Effective 7/1/2006 awp floor made permanent by HB280 2006 General Assembly
7/1/2006	6/30/2007	\$1.47 X 9% = 13.3 Cents	5 Cents	18.3 Cents	
7/1/2007	6/30/2008	\$1.62 X 9% = 14.6 Cents	5 Cents	19.6 Cents	
7/1/2008	9/30/2009	\$1.79 X 9% = 16.1 Cents	5 Cents	21.1 Cents	Effective April 1, 2009 the awp floor made permanent by HB374 2009 General Assembly
10/1/2009	12/31/2009	\$1.86 X 9% = 16.8 Cents	5 Cents	21.8 Cents	
1/1/2010	6/30/2010	\$1.97 X 9% = 17.7 Cents	5 Cents	22.7 Cents	
7/1/2010	9/30/2010	\$2.17 X 9% = 19.5 Cents	5 Cents	24.5 Cents	
10/1/2010	12/31/2010	\$2.13 X 9% = 19.2 Cents	5 Cents	24.2 Cents	
1/1/2011	6/30/2011	\$2.162 X 9% = 19.5 Cents	5 Cents	24.5 Cents	
7/1/2011	6/30/2012	\$2.378 X 9% = 21.4 Cents	5 Cents	26.4 Cents	
7/1/2012	6/30/2013	\$2.616 X 9% = 23.5 Cents	5 Cents	28.5 Cents	
7/1/2013	12/31/2013	\$2.878 X 9% = 25.9 Cents	5 Cents	30.9 Cents	
1/1/2014	3/31/2014	\$2.708 X 9% = 24.4 Cents	5 Cents	29.4 Cents	
4/1/2014	6/30/2014	\$2.634 X 9% = 23.7 Cents	5 Cents	28.7 Cents	
7/1/2014	9/30/2014	\$2.897 X 9% = 26.1 Cents	5 Cents	31.1 Cents	
10/1/2014	12/31/2014	\$2.837 X 9% = 25.5 Cents	5 Cents	30.5 Cents	
1/1/2015	3/31/2015	\$2.354 X 9% = 21.2 Cents	5 Cents	26.2 Cents	
4/1/2015	6/30/2015	STATUTORY FLOOR \$2.177 X 9% = 19.6 Cents	5 Cents	24.6 Cents	Effective April 1, 2015 the awp floor made permanent by HB299 2015 General Assembly
7/1/2015	6/30/2016	\$2.177 X 9% = 19.6 Cents	5 Cents	24.6 Cents	Per provisions of HB299 enacted by 2015 General Assembly
7/1/2016	6/30/2017	\$2.177 X 9% = 19.6 Cents	5 Cents	24.6 Cents	

Begin	Effective End	Gasoline Tax Rate KRS 138.220(1)	Motor Fuel User Tax KRS 138.220(2)	Total Motor Fuel Tax	Comments
7/1/2017	6/30/2018	\$2.177 X 9% = 19.6 Cents	5 Cents	24.6 Cents	
7/1/2018	6/30/2019	\$2.177 X 9% = 19.6 Cents	5 Cents	24.6 Cents	
7/1/2019	6/30/2020	\$2.177 X 9% = 19.6 Cents	5 Cents	24.6 Cents	
7/1/2020	6/30/2021	\$2.177 X 9% = 19.6 Cents	5 Cents	24.6 Cents	
7/1/2021	6/30/2022	\$2.177 X 9% = 19.6 Cents	5 Cents	24.6 Cents	
7/1/2022	2/28/2023	\$2.177 X 9% = 19.6 Cents	5 Cents	24.6 Cents	Emergency Regulation to freeze the gas tax rate at FY 2022 levels through February 2023.
3/1/2023	6/30/2023	\$2.395 X 9% = 21.6 Cents	5 Cents	26.6 Cents	Emergency Regulation freezing gas tax expired. 2 cent increase was reflected based on gas tax calculation per statute.
7/1/2023	6/30/2024	\$2.635 X 9% = 23.7 Cents	5 Cents	28.7 Cents	
7/1/2024	6/30/2025	\$2.380 X 9% = 21.4 Cents	5 Cents	26.4 Cents	

In addition to the above motor fuel tax rates, Kentucky imposes a 1.4 cents per gallon underground storage tank fee on the sale of motor fuels. These funds are dedicated to the environmental clean-up of leaking underground fuel storage tanks and are not deposited to the Road Fund.

Road Fund Actual Revenue for Fiscal Year 2023

Road Fund revenues for Fiscal Year 2023 totaled \$1.75 billion, an increase of 4.7 percent from the previous fiscal year, resulting in a \$32.3 million revenue surplus. Total receipts were \$78.1 million more than Fiscal Year 2022 levels as all the major accounts had increases. After a slow start to Fiscal Year 2023, collections accelerated in the last nine months of the fiscal year. Road Fund collections for Fiscal Year 2023 exceeded the official revenue forecast by \$32.3 million, or 1.9 percent. Motor fuels tax receipts were relatively flat for the first three quarters of Fiscal Year 2023 as gasoline and special fuels consumption and tax rates stayed static. Governor Beshear prevented a two-cent tax increase through an emergency regulation in response to inflation and rising gas prices. The Kentucky legislature chose not to extend the tax rate freeze and the tax rate rose two cents effective March 2023. Motor fuels tax revenue increased accordingly by 8.9 percent from April through June. Motor vehicle usage taxes continued to exceed expectations, reaching an all-time high of \$660.3 million in Fiscal Year 2023, moving past the high for Fiscal Year 2022 of \$629.1 million. Motor vehicle license receipts rose \$3.0 million while motor vehicle operators’ receipts increased by \$1.2 million. Weight distance revenues were unchanged, increasing only \$0.5 million compared to Fiscal Year 2022 levels. Investment income had an unexpected turnaround when receipts increased from a loss of \$11.0 million in Fiscal Year 2022 to \$6.5 million in Fiscal Year 2023. Five of the seven of the forecasted Road Fund accounts exceeded the estimated amounts and the fund as a whole was above the estimate by \$4.7 million. The motor vehicle usage tax was \$56.6 million above estimate while motor fuels revenues were \$35.5 million below the estimate. All other accounts, taken together, were \$11.3 million above forecasted levels.

Road Fund Estimated Revenue for Fiscal Year 2024

According to the April 30, 2024 Office of the State Budget Director’s Quarterly Economic & Revenue Report Third Quarter Fiscal Year 2024, through the first nine months of Fiscal Year 2024, Road Fund revenues have grown 7.3 percent. However, the rate of growth has slowed in each quarter, and the outlook is for revenue growth to remain somewhat muted in the final quarter of Fiscal Year 2024. Revenues grew 10.2 percent in the first three months of the fiscal year, 7.4 percent in the second quarter and 4.5 percent in the third quarter. The majority of the revenue gains in the first nine months of Fiscal Year 2024 are concentrated in motor fuels revenues which accounted for \$87.5 million of the \$93.3 million increase. The Fiscal Year 2024 full-year forecast is \$7.2 million less than the official revenue forecast as approved by the Consensus Forecasting Group in December 2023. Motor fuels tax collections

have been strong throughout the current fiscal year, with growth of 15.0 percent, but are forecasted to slow over the final three months. Growth in the motor vehicle usage tax collections has been slight this year increasing only 1.1 percent year-to-date over last year's record collections. The forecast calls for a 0.7 percent decline of growth in the final quarter of the fiscal year. Weight distance tax revenue is forecast to decrease 0.8 percent in the final quarter of the fiscal year. Motor vehicle license taxes are forecast to grow 11.3 percent in the final quarter, while motor vehicle operators' licenses are projected to increase 5.3 percent for the remainder of the fiscal year. Investment income receipts were \$9.3 million over the first nine months of the fiscal year, and receipts are expected to be positive with revenues of \$4.4 million in the fourth quarter. All other revenues have declined 2.6 percent during the first three quarters of the current fiscal year; however, receipts in this revenue category are expected to increase over the final quarter of the fiscal year.

Claims on Certain Transportation Cabinet Revenues

There are a number of statutory requirements affecting certain Road Fund revenues. A total of 48.2% of the collections of motor fuels, normal, normal use and surtaxes are restricted and reserved for use on county, municipal, and state rural secondary roads. Effective July 1, 2005, one cent per gallon of the motor fuels normal tax was excluded from the above restriction. Effective July 1, 2006, the General Assembly excluded an additional 1.1 cents per gallon of the motor fuels normal tax from the revenue sharing provision above. See "THE TRANSPORTATION CABINET – Recent Changes to Road Fund Receipts" herein. Chapter 177 of the Kentucky Revised Statutes requires that 22.2% of these motor fuels tax receipts be expended by the Transportation Cabinet on the rural secondary road system. Chapter 177 also directs that 7.7% and 18.3% of the motor fuels tax be distributed, based on statutory formula, to municipal and county governments, respectively, for use on urban roads and streets and county roads and bridges. Finally, the statutes require that 0.1% of the motor fuels tax collections, up to a maximum of \$190,000, be set aside for the Kentucky Transportation Center. See "THE TRANSPORTATION CABINET – Revenue Sources of the Transportation Cabinet -Motor Fuel Taxes" herein.

Kentucky law establishes an account within the Road Fund, the Energy Recovery Road Fund, into which all fees relating to the extended weight coal haul system are to be credited with 60% of these funds to be used by the Transportation Cabinet in maintaining the Commonwealth's portion of this road system, and 40% of which are to be distributed to the counties for the purpose of maintaining county roads on this system.

A portion of the receipts to the Road Fund resulting from the issuance or renewal of operator's licenses are also statutorily restricted. See "THE TRANSPORTATION CABINET – Revenue Sources of the Transportation Cabinet – Motor Vehicle Operator Licenses" herein. Chapter 186 of the Kentucky Revised Statutes requires that 50 cents for each four-year original or renewal operator's license be dedicated to expansion of the Kentucky driver education program. For each original or renewal motorcycle operator's license and each instruction permit, \$4 must be dedicated for the purpose of a motorcycle safety education program.

Historical Available Road Fund Revenues, Expenses and Lease Rentals

The table on the following page illustrates the Transportation Cabinet's historical total available Road Fund revenues, expenses and lease rental obligations for the past five Fiscal Years. The figures are derived from the Transportation Cabinet's Financial Report to Management. Motor fuel revenues are shown net of the required allocations for urban roads and streets, for rural and secondary roads, for county roads and bridges, and for the Kentucky Transportation Center. Truck licenses and fees revenues are shown net of required allocations for the Energy Recovery Road Fund. Operating and maintenance expenses reflect only those related to Commonwealth highway and highway-related projects payable from the Road Fund.

**Transportation Cabinet's
Historical Available Road Fund Revenues,
Expenses and Lease Rentals⁽¹⁾**

(AMOUNTS IN THOUSANDS)
FOR THE FISCAL YEAR ENDED JUNE 30

	2019	2020	2021	2022	2023
AVAILABLE ROAD FUND REVENUES					
TAXES:					
Motor Fuels ⁽²⁾	\$430,684	\$413,204	\$417,067	\$431,846	\$444,518
Vehicle Usage ⁽³⁾	514,526	499,315	620,978	629,087	660,346
Weight Distance Tax	87,126	86,926	87,903	95,575	96,000
TRUCK LICENSES AND FEES	89,015	75,144	85,211	86,283	87,643
PASSENGER VEHICLE LICENSES AND FEES	50,347	44,221	51,566	48,248	50,067
MOTOR VEHICLE OPERATORS LIC	16,155	12,546	14,017	6,770	1,158
INTEREST INCOME	11,884	6,688	(118)	(11,020)	6,309
OTHER ⁽⁴⁾	22,100	23,890	24,975	23,103	24,491
TOTAL AVAILABLE ROAD FUND REVENUES	\$1,221,837	\$1,161,934	\$1,301,599	\$1,309,892	\$1,370,532
OPERATING & MAINTENANCE EXPENSES					
Personnel Costs	\$293,275	\$293,678	\$301,756	\$323,914	\$345,819
Personal Service	6,041	7,370	6,718	7,739	9,394
Operating Expenses	166,525	167,029	170,511	179,212	235,828
Grants	3	3	6	194	4
Capital Outlay	819	662	312	1,733	2,623
Capital Construction	2,113	14,913	8,647	13,587	27,956
Highway Materials	38,169	37,638	42,713	58,426	74,490
Other Agency Cost ⁽⁵⁾	110,428	88,667	83,591	56,980	59,437
TOTAL OPERATING & MAINTENANCE EXPENSES	\$617,373	\$609,960	\$614,254	\$641,785	\$755,551
NET AVAILABLE ROAD FUND REVENUES	\$604,464	\$551,974	\$687,345	\$668,107	\$614,981
LEASE RENTALS ⁽⁶⁾					
Turnpike Authority of KY					
Economic Development Road Project	154,413	142,392	142,480	130,276	131,858
State Property and Buildings Commission					
Project 73 (4th)	6,765	6,770	6,768	6,765	-
AVIS & AVIATION	4,975	1,830	1,831	837	836
C1 Garage	342	343	342	341	344
TOTAL LEASE RENTALS	\$166,495	\$151,335	\$151,421	\$138,219	\$133,038
GROSS COVERAGE ⁽⁷⁾ (x)	7.3386	7.6779	8.5959	9.4769	10.3018
NET COVERAGE ⁽⁷⁾ (x)	3.6305	3.6474	4.5393	4.8337	4.6226

NOTES:

1. This schedule displays detailed information relating to the Commonwealth of Kentucky's Road Fund that can be used to calculate the coverage of available revenues compared to lease rental payments. For this table display, the Transportation Cabinet has revised and updated the categories into which revenues are subdivided to better reflect the significant sources of revenue available to make lease rental payments. These revisions and updates do not affect the total revenue available, only the way in which the revenue is categorized. Total Available Road Fund Revenues represent total revenues available to the Road Fund exclusive of taxes, fees, and miscellaneous revenues that are dedicated for other uses and not available to make lease rental payments to the Turnpike Authority or the SPBC. Operating and Maintenance Expenses

include certain non-construction maintenance, operating, regulatory and administrative expenses related to the public highways. Net Available Road Fund Revenues represent Total Available Revenues less Operating and Maintenance Expenses.

2. The Kentucky motor fuel tax rates are set by statute and are subject to annual adjustments based on changes in the awp of fuel. See “THE TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet and Recent Changes to Road Fund Receipts” herein.
3. The Kentucky motor vehicle usage tax is imposed on the sale or transfer of new or used motor vehicles at the rate of 6% of the vehicle’s value. See “THE TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet and Recent Changes to Road Fund Receipts” for more details.
4. Other Receipts consists primarily of general fees to the public, which includes the sale of maps, road plans, driver history records, and various other miscellaneous sales to the general public. Motor vehicle titling fees and proceeds from one-time sales of Cabinet assets also significantly contribute to this category.
5. The Kentucky General Assembly routinely appropriates Road Fund revenues to agencies outside of the Transportation Cabinet to fund the costs of traffic law enforcement, the collection of Road Fund tax revenues, and other administrative support functions related to the Cabinet.
6. Lease Rentals paid by the Transportation Cabinet to the Turnpike Authority of Kentucky include amounts representing the following: principal and interest requirements on Turnpike Authority Bonds and amounts required by the Turnpike Authority for administrative and other expenses; and any amounts to be transferred into the Redemption Account from the Debt Service Reserve Fund. Amounts paid to the SPBC include principal and interest requirements on SPBC bonds supported by Road Fund revenues issued from time to time to finance construction of various projects for the Transportation Cabinet.
7. Gross Coverage equals Total Available Road Fund Revenues divided by Total Lease Rentals. Net Coverage equals Net Available Road Fund Revenues divided by Total Lease Rentals.

Basis of Accounting

The Transportation Cabinet’s financial statements are maintained and reported on two bases of accounting. The interim financial statements are prepared on a modified cash basis of accounting and are prepared primarily for budgetary and cash management purposes. Under this basis of accounting, revenue is recorded when received in cash and expenditures are recorded when disbursements are made. Expenditures for liabilities incurred before year-end may be processed for a period of 30 days after the close of the Fiscal Year.

The (annual, as of June 30) audited financial statements are prepared on an accrual basis of accounting in compliance with Generally Accepted Accounting Principles as outlined by the Governmental Accounting Standards Board. A copy of the Transportation Cabinet’s audited financial statements is included as a supplement to *The Kentucky Annual Comprehensive Financial Report*, published annually by the Commonwealth. Such report beginning with the Fiscal Year of the Commonwealth ending June 30, 2021 is known as the *Annual Comprehensive Financial Report* (previously being the Comprehensive Annual Financial Report). See “THE COMMONWEALTH — Financial Information Regarding the Commonwealth, the Transportation Cabinet and the Authority” and “— Certain Financial Information Incorporated by Reference; Availability from NRMSIR and the Commonwealth.”

The interim financial statements reconcile directly with the audited financial statements. Under the interim financial statements, the Transportation Cabinet maintains six operating funds: the Road Fund, the Federal Fund, the General Fund, the Agency Fund, Capital Projects Fund and the Other Expendable Trust Fund. General operating revenues such as motor fuel receipts, license and privilege taxes, departmental fees, and toll revenues are recorded in the Road Fund. Federal grants are recorded in the Federal Fund, and transfers from the Commonwealth’s General Fund are recorded in the General Fund. Receipts dedicated to specific programs or purposes and related expenditures are recorded in the Agency Fund. Transactions relating to the acquisition, construction or renovation of the Transportation Cabinet’s major capital facilities and the acquisition of major equipment are accounted for in the Capital Projects Fund. The Other Expendable Trust Fund includes expenditures for the Human Service Transportation Delivery system. This pays the contract service providers for transportation of claimants to and from medical and rehabilitation appointments.

Cash Management

Beginning with the enactment of the 2000-2002 Biennial Budget, the General Assembly established the Prefinancing Road Projects Program (the “Program”) authorizing the Transportation Cabinet to develop and

implement a program to accelerate projects contained in the Biennial Highway Construction Plan. The Program permitted the Transportation Cabinet to initiate work on highway projects in excess of available budget authority by employing a cash flow financing program. In accordance with the General Assembly's on-going authorization for the Program, the Transportation Cabinet has used the Road Fund cash balance to accelerate highway projects.

Beginning with the 2002-2004 Biennial Budget, the General Assembly added the requirement of the Transportation Cabinet to maintain a minimum Road Fund cash management target of \$100 million. Prior to Fiscal Year 2000, the Transportation Cabinet managed the highway program on an obligation basis by setting aside the entire cost of a highway project phase at the time work was approved to begin. Since the establishment of the Program, the Transportation Cabinet has developed a number of cash management practices and tools to forecast and monitor cash activity on an on-going basis. The goal is to maximize available resources for the delivery of services while ensuring that funds are sufficient to meet current obligations. The authorizing legislation requires that the Transportation Cabinet continuously ensure that funds are available to meet expenditures. The most critical cash management practice in terms of controlling future cash outlays is determining which Six-Year Highway Plan projects are authorized for funding and when work is to begin. Oversight of this process is a responsibility of the Authorization Review Team (ART) and consists of members from various areas of the Transportation Cabinet, including the Secretary's office, the State Highway Engineer's office, Program Management and Budget and Fiscal Management. Additionally, the Transportation Cabinet provides periodic updates regarding Program status to the Office of the State Budget Director, the Finance and Administration Cabinet and the General Assembly.

Using the cash flow financing approach, the Transportation Cabinet has used the Road Fund cash balance to expedite the start and completion of highway projects. The Road Fund net cash balance as of May 3, 2024 was approximately \$483,700,000.

Budget Process of the Transportation Cabinet

The General Assembly is required by the Kentucky Constitution to adopt measures providing for the Commonwealth's revenues and appropriations for each fiscal year. The Governor is required by law to submit a biennial State Budget (the "State Budget") to the General Assembly during the legislative session held in each even numbered year. State Budgets have generally been adopted by the General Assembly during those legislative sessions, which end in mid-April, to be effective upon the Governor's signature for appropriations commencing for a two-year period beginning the following July 1.

The Transportation Cabinet budget for the biennium is prepared in accordance with Chapter 48 of the Kentucky Revised Statutes and based on two-year projections made in light of long-range program requirements and revenue estimates. The biennial budget request is prepared by the Transportation Cabinet and presented to the Governor for submission to the Kentucky General Assembly at its biennial session. The estimates of revenues are made by the consensus forecasting process as prescribed by Chapter 48.115 of the Kentucky Revised Statutes.

The 2009 General Assembly enacted legislation, H.B. 423, which significantly amended Chapter 48 of the Kentucky Revised Statutes regarding the way in which the Governor and the General Assembly must develop and enact the biennial budget for the Transportation Cabinet. Beginning with the Fiscal Year 2011-2012 biennial budget period, the Governor is now required to submit to the General Assembly a branch budget recommendation for the Cabinet, apart from the recommendation of other executive agencies. The Cabinet's branch budget recommendation must include a branch budget bill and a separate bill that lists projects for the biennial highway construction plan. The General Assembly is required to enact the biennial budget in the fashion described.

Transportation Cabinet budget development is initially dependent upon determining (1) available funds both dedicated and undedicated, (2) lease rental obligations, (3) operating requirements and (4) construction program requirements. The budget is developed from the analysis of the above factors, prior year expenditures and new demands on the transportation program for the fiscal period in question.

The construction program requirements consist of the estimated cost of new construction by project within each system of highways, by phase and by quarter. Cost estimates are based upon the estimated contractual and non-contractual costs of preliminary engineering, acquiring rights-of-way, construction, relocating utilities, design and other factors.

The operating requirements for the Transportation Cabinet are formulated by the Transportation Cabinet Budget Office from requests from each budget unit, with subsequent analysis, discussions and adjustments. Final approval of the agency biennial budget request is given by the Secretary of the Transportation Cabinet prior to submission to the Office of the State Budget Director.

In order to provide efficient budget control during the budget execution process, close liaison is maintained between the budget units, the Transportation Cabinet's Budget Office and the Office of the State Budget Director. Proposed changes in policy and programs are studied with a view to their effect on the budget. Routine financial reconciliations are conducted monthly between the Budget Office and various units of the Transportation Cabinet as well as with the Finance and Administration Cabinet.

THE COMMONWEALTH

The Commonwealth of Kentucky, nicknamed the Bluegrass State, was the fifteenth state. Kentucky is bounded by the Ohio River to the north and the Mississippi River to the west, and is bordered by the States of Illinois, Indiana, Ohio, West Virginia, Tennessee, Missouri, and the Commonwealth of Virginia. Within a day's drive of two-thirds of the population of the United States, Kentucky is located at the center of a thirty-four state distribution area in the eastern United States. Kentucky's location advantages facilitate the distribution of goods and materials to an industrial and consumer market.

Kentucky has established a diverse economic climate that supports businesses internationally. In 2023, Kentucky's total exports reached a record breaking \$40.2 billion in goods and services shipped abroad, representing a 16.6% year over year increase. As shown on the Kentucky Economic Development website (<https://ced.ky.gov/>), Kentucky ranks number one in vehicle production per capita, and foreign direct investment jobs, and the Commonwealth boasts a positive economic environment. While best known for its signature bourbon and equine industries, the Commonwealth also contains the world's longest cave system in Mammoth Cave National Park, and the greatest length of navigable waterways and streams in the contiguous United States. Kentucky's heritage is also deeply rooted in the automotive, manufacturing, aerospace, primary metals, logistics, chemical, healthcare, plastic, and rubber industries.

As indicated in the Commonwealth of Kentucky Quarterly Economic & Revenue Report Third Quarter Fiscal Year 2024 (which may be found, together with the previous quarterly reports, at <https://osbd.ky.gov/>), Kentucky personal income grew by 3.8% in the third quarter of FY24. The last eight adjacent-quarter growth rates for Kentucky personal income are: 0.8, 0.7, 0.5, 2.6, 0.6, 0.8, 0.8, and 1.6%, respectively. Kentucky wages and salaries income was the fastest growing component of Kentucky personal income in the third quarter of FY24. Kentucky wages and salaries income grew by 4.6% in the third quarter of FY24, as compared to the third quarter of FY23, and made up 50.0% of total Kentucky personal income in the third quarter of FY24.

Kentucky non-farm employment rose by 1.5% in the third quarter of FY24, as compared to the third quarter of FY23. The last eight adjacent-quarter growth rates for Kentucky non-farm employment are: 1.0, 1.5, 1.2, 1.7, 0.3, 0.9, 1.1, and 1.2%, respectively. The fastest growing supersector in Kentucky was educational services employment, which grew 3.6% in the third quarter of FY24 over the third quarter of FY23. Kentucky educational services employment made up 15.2% of total non-farm employment in the third quarter of FY24. Employment declined in two supersectors, (i) mining and (ii) trade, transportation, and utilities. Mining employment declined by 5.2% in the third quarter of FY24. Mining employment growth has been weak for the last four quarters.

Kentuckians' personal income is projected to rise 4.2% in the fourth quarter, ending the year at 4.3% annual growth. The wages and salaries component of Kentucky personal income is projected to increase by 5.5% in the fourth quarter of FY24. Kentucky's non-farm employment is anticipated to add approximately 27,800 jobs to the Commonwealth's economy by June 2024 from FY23 fourth quarter levels. Seven of the eleven supersectors are forecasted to experience varying degrees of employment gains in the second half of FY24.

Financial Information Regarding the Commonwealth, the Transportation Cabinet and the Authority

Information regarding the debt issuing authorities of the Commonwealth is set forth in "EXHIBIT A – Debt Information Pertaining to the Commonwealth of Kentucky" hereto. A table summarizing annual aggregate debt service supported by appropriations of the Commonwealth's General Fund for debt issued by the State Property and

Buildings Commission, the Authority, and the School Facilities Construction Commission is set forth in Table II of EXHIBIT A attached hereto.

The Commonwealth annually publishes The Kentucky Annual Comprehensive Financial Report (the “ACFR”) with respect to the fiscal year of the Commonwealth most recently ended. The ACFR includes certain financial statements of the Commonwealth, as well as general financial information pertaining to the Accounting System and Budgetary Controls, Debt Administration, Cash Management, Risk Management, General Fund Budgetary Basis, and Governmental Funds GAAP Basis. In addition, the Notes to Financial Statements set forth in the ACFR contain information regarding the basis of the preparation of the Commonwealth’s financial statements, funds, and pension plans. The “Statistical Section” of the ACFR includes information regarding Commonwealth revenue sources, Commonwealth expenditures by function, taxes and tax sources, taxable property, assessed and estimated values, property tax, levies and collections, demographic statistics (population, per capita income, and unemployment rate), construction and bank deposits, sources of personal income, and largest Commonwealth manufacturers.

Certain Financial Information Incorporated by Reference; Availability from the Commonwealth

The Commonwealth’s ACFR for the Fiscal Year ended June 30, 2023 is hereby incorporated herein by reference. The Commonwealth filed the ACFR for the Fiscal Year ended June 30, 2023 with the following official repository for municipal securities disclosures under Securities and Exchange Commission Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”):

Municipal Securities Rulemaking Board
Electronic Municipal Market Access System (“EMMA”)

Internet: <http://emma.msrb.org>

A copy of the Commonwealth’s ACFR for the Fiscal Year ended June 30, 2023 may be obtained from EMMA. Additionally, the ACFR for the Fiscal Year ended June 30, 2023 and certain other fiscal years can be found at <https://finance.ky.gov/office-of-the-controller/office-of-statewide-accounting-services/financial-reporting-branch/Pages/annual-comprehensive-financial-reports.aspx>.

Only information contained on the Internet web page identified above is incorporated herein, and no additional information that may be reached from such page by linking to any other page should be considered to be incorporated herein.

The Authority will enter into a Continuing Disclosure Agreement (as hereinafter defined) with respect to the Bonds in order to enable the Underwriters to comply with the provisions of Rule 15c2-12. See “CONTINUING DISCLOSURE” herein and APPENDIX F – Form of Continuing Disclosure Agreement and Acknowledgement by Trustee hereto. In addition, ongoing financial disclosure regarding the Commonwealth will be available through the filing by the Commonwealth of two documents entitled The Kentucky Annual Comprehensive Annual Report and Supplementary Information to the Kentucky Annual Comprehensive Financial Report (or any successor reports) with EMMA, as required under Rule 15c2-12.

INVESTMENT POLICY

The Commonwealth’s investments are governed by the provisions of Sections 42.500 et seq. of the Kentucky Revised Statutes and Title 200, Chapter 14 of the Kentucky Administrative Regulations. The State Investment Commission (“SIC”), comprised of the Treasurer, State Controller, the Secretary of the Finance and Administration Cabinet, and two gubernatorial appointees from the Kentucky Banker’s Association and the Bluegrass Community Bankers Association, is charged with oversight of the Commonwealth’s investment activities. The SIC is required to meet at least quarterly, while day-to-day investment management is the responsibility of the Office of Financial Management in the Finance and Administration Cabinet.

Title 200, Chapter 14 of the Kentucky Administrative Regulations provides, among other things, that corporate securities, inclusive of commercial paper, banker’s acceptances, and certificates of deposit, are limited to \$25 million per issuer and a stated final maturity of five years or less. Money market securities rated A1, P1, or higher are limited to 20% of the investment pools. Asset-Backed Securities (“ABS”) are limited to 20% of the investment

pools. Mortgage-Backed Securities (“MBS”) and Collateralized Mortgage Obligations (“CMO”) are both limited to a maximum of 25% of the investment pools. In addition, ABS, MBS, and CMO must have a weighted average life of four years or less at the time of purchase.

On April 30, 2024, the Commonwealth’s operating portfolio was approximately \$14.697 billion in cash and securities. The composition of the investments was as follows: (i) United States Treasury securities, 43.7%; (ii) securities issued by any agencies or instrumentalities of the United States Government, 29.9%; (iii) Mortgage-Backed Securities and Collateralized Mortgage Obligations, 0.4%; (iv) Repurchase Agreements collateralized by the aforementioned, 4.1%; (v) corporate and asset-backed securities, 1.8%; and (vi) Money Market Securities, 19.7%. The portfolio had a current yield of 5.24% and an effective duration of 0.40 years.

The Commonwealth’s investments are currently categorized into three investment pools: the Short Term, Limited Term, and Intermediate Term Pools. The purpose of these pools is to provide economies of scale that preserve principal, provide liquidity, enhance yield, ease administrative burden, and increase accountability and control. The Short Term Pool consists primarily of the General Fund and related accounts. The Limited Term Pool is a money market like pool that focuses on principal protection for certain agency funds. The Intermediate Term Pool represents a combination of Agency Fund investments, state held component unit funds, fiduciary funds held for the benefit of others, and bond proceeds for capital construction projects.

State Retirement Systems

Following is information about the Commonwealth’s retirement system(s), including pension plans and other post-employment benefits. Capitalized terms used under this heading and not otherwise defined shall have the respective meanings given by the ACFRs.

Retirement Plans. Eligible state and local government employees may participate in one of the Commonwealth’s multi-employer benefit plans administered by: (i) the Kentucky Public Pensions Authority (“KPPA”), or (ii) the Teachers’ Retirement System of the State of Kentucky (“TRS”).

The KPPA is an administrative entity that performs daily system activities, which include administrative support, investment management, benefits counseling, accounting and payroll functions, and legal services for 5 plans. The Kentucky Retirement Systems, through its board, oversees 3 of the 5 plans supported by the KPPA: (i) Kentucky Employees Retirement System (“KERS”) Non-Hazardous, (ii) KERS Hazardous, and (iii) the State Police Retirement System (“SPRS”). The County Employees Retirement System has its own governance board, separate from the Kentucky Retirement Systems, and oversees the County Employees Retirement System (“CERS”) Non-Hazardous, and CERS Hazardous, which are the 4th and 5th of 5 systems that the KPPA administers. The KPPA is governed by a third board, which is composed of members of the boards of each of the Kentucky Retirement Systems and CERS. Each retirement plan is state supported, except for the CERS plans, which have been excluded from the Kentucky Retirement Systems information provided herein.

TRS is administered by an 11-member Board of Trustees, each of whom serves on behalf of public educators and administrators, excluding post-secondary employees, across the Commonwealth.

The Kentucky Retirement Systems and TRS (collectively, the “Retirement Plans”) provide both retirement and Other Post-Employment Benefits (“OPEB”) to state employees and teachers based upon their age, hire date, years of service, and retirement date. Most retirement benefits are subject to a statutory inviolable contract under which the benefits shall not, with limited exceptions, be reduced or impaired by alteration, amendment, or repeal. KERS Non-Hazardous, KERS Hazardous, and SPRS eligible employees hired January 1, 2014 and thereafter are no longer party to the inviolable contract, and the Kentucky General Assembly can amend, suspend, or reduce benefits with future legislation.

For a brief description of the Retirement Plans and the Retirement Plans’ assets and liabilities, see Note 8 to The Kentucky ACFR for the Fiscal Year ended June 30, 2023, beginning on page 98. Additional information regarding the Kentucky Retirement Systems and TRS can be found on their respective websites at <https://kyret.ky.gov> and <https://trs.ky.gov>, including their respective ACFRs and the accompanying actuarial studies, described under Other Post-Employment Benefits. Only information contained on the web page identified above is incorporated herein and no additional information that may be reached from such page by linking to any other page should be considered to be incorporated herein.

The Kentucky Public Employees' Deferred Compensation Authority ("KDC") additionally provides for the administration of tax-deferred supplemental retirement plans for all state, public school, and university employees, and employees of local political subdivisions that have elected to participate. The available deferred compensation plans include a 457(b) Plan and a 401(k) Plan. The Retirement Plans and KDC are component units of the Commonwealth for financial reporting purposes and are included in The Kentucky ACFR.

The following schedules are descriptions of plan benefits by hire date for employees who participate in the KERS Non-Hazardous and TRS benefit tiers.

(Remainder of Page Intentionally Left Blank)

**Kentucky Employees' Retirement System
Governance KRS 61.510 through KRS 61.705
Cost Sharing Multiple Employer Defined Benefit Non-Hazardous**

	Tier 1 Participation before 9/1/2008	Tier 2 Participation 9/1/2008 through 12/31/2013	Tier 3 Participation on or after 1/1/2014
Covered Employees:	Substantially all regular full-time members employed in non-hazardous and hazardous duty positions of any state department, board, or any agency directed by Executive Order to participate in the system.		
Benefit Formula:	Final Compensation x Benefit Factor x Years of Service.		Cash Balance Plan
Final Compensation:	Average of the highest 5 fiscal years (must contain at least 48 months). Includes lump-sum compensation payments (before and at retirement).	Average of the 5 complete fiscal years immediately preceding retirement; each year must contain 12 months. Lump-sum compensation payments (before and at retirement) are not to be included in member's creditable compensation.	No Final Compensation
Benefit Factor:	1.97%, or 2.0% for those retiring with service for all months between 1/1998 and 1/1999.	10 years or less = 1.10%. Greater than 10 years, but no more than 20 years = 1.30%. Greater than 20 years, but no more than 26 years = 1.50%. Greater than 26 years, but no more than 30 years = 1.75%. Additional years above 30 = 2.00% (2.00% benefit factor only applies to service earned in excess of 30 years).	No benefit factor. A life annuity can be calculated in accordance with actuarial assumptions and methods adopted by the board based on member's accumulated account balance.
Cost of Living Adjustment (COLA):	No COLA unless authorized by the Kentucky General Assembly with specific criteria. This impacts all retirees, regardless of Tier.		
Unreduced Retirement Benefit:	Any age with 27 years of service. Age 65 with 48 months of service. Money Purchase for age 65 with less than 48 months based on contributions and interest.	Rule of 87: Member must be at least age 57 and age plus earned service must equal 87 years at retirement to retire under this provision. Age 65 with 5 years of service. No Money Purchase calculations.	
Reduced Retirement Benefit:	Any age with 25 years of service. Age 55 with 5 years of service.	Age 60 with 10 years of service. Excludes any purchased service (exception: refunds, omitted, free military).	No reduced retirement benefit.

Kentucky Teachers' Retirement System
Governance KRS 161.220 through KRS 161.716
Cost Sharing Multiple Employer Defined Benefit with Special Funding

	Tier 1 Entry before 7/1/2002	Tier 2 Entry on or between 7/1/2002 and 6/30/2008	Tier 3 Entry on or between 7/1/2008 and 12/31/2021	Tier 4 Entry on or after 1/1/2022
Covered Employees:	Provides pension plan coverage for local school districts and other educational agencies in the state.			
Benefit Formula:	Final Average Salary x Benefit Factor x Years of Service = Annuity			Service Credit x Multiplier x Final Average Salary = Annuity
Final Average Salary:	Average of the 5 highest annual salaries, except members at least age 55 with 27 or more years of service may use their 3 highest annual salaries. The minimum annual service allowance for all members is \$440 multiplied by the member's years of credited service. When calculating the final average salary, increases in compensation in last 3 years before retirement are limited to the highest percentage increase on any one rank and step of the district salary schedule or to what is generally available to other TRS-covered employees.	Average of the 5 highest annual salaries, except members at least age 55 with 27 or more years of service may use their 3 highest annual salaries. The minimum annual service allowance for all members is \$440 multiplied by the member's years of credited service. When calculating the final average salary, increases in compensation in last 3 years before retirement are limited to the highest percentage increase on any one rank and step of the district salary schedule or to what is generally available to other TRS-covered employees.	The final average salary is the average of the 5 highest annual salaries, except members at least age 55 with 27 or more years of service may use their 3 highest annual salaries. For all members, the annual allowance is reduced by 6% per year from the earlier of age 60 or the date the member would have completed 27 years of service. When calculating the final average salary, increases in compensation in last 3 years before retirement are limited to the highest percentage increase on any one rank and step of the district salary schedule or to what is generally available to other TRS-covered employees.	The final average salary is the average of the highest 5 salaries. When calculating the final average salary, increases in compensation in last 5 years before retirement are limited to the highest percentage increase on any one rank and step of the district salary schedule or to what is generally available to other TRS-covered employees.
Benefit Factor:	Non-University members: 2.0% for service before 7/1/1983; 2.5% for service after 7/1/1983; and 3.0% if retiring after 7/1/2004 for each year in excess of 30 years. University members: 2.0% for each year of service.	Non-University members: 2.0% if retiring with less than 10 years; 2.5% if retiring with 10 or more years; and 3.0% if retiring after 7/1/2004 for each year in excess of 30 years. University members: 2.0% for each year of service.	Non-University members is equal to: (a) 1.70% of final average salary for each year that is 10 years or less; (b) 2% of final average salary for each year that is greater than 10 years but less than 20 years; (c) 2.3% of final average salary for each year that is greater than 20 years but less than 26 years; (d) 2.5% of final average salary for each year that is greater than 26 years but less than 30 years; (e) 3% of final average salary for each year that is greater than 30 years. University members is equal to: (a) 1.5% of final average salary for each year that is 10 years or less; (b) 1.7% of final average salary for each year that is greater than 10 years but less than 20 years; (c) 1.85% of final average salary for each year that is greater than 20 years but less than 27 years; (d) 2% of final average salary for each year that is greater than or equal to 27 years.	For all members, the career factor is 0.25% from 20 to 29.99 years of service or 0.5% at 30 or more years of service. For Non-University members, the age factor is 1.70% from age 57 to 60, and increases monthly to 1.9% at age 65. The maximum non-university multiplier is 2.4%. For University members, the age factor is 0.7% from age 57 to 60, and increases monthly to 0.9% at age 65. The maximum university multiplier is 1.4%.
Cost of Living Adjustment (COLA):	1.5% annually additional ad hoc increases must be authorized by the Kentucky General Assembly.			A standard, statutory COLA of 1.5% is provided annually on each July 1, subject to risk controls outlined separately, on a retired foundational benefit for retirees who have been retired for at least 1 year.

**Kentucky Teachers' Retirement System
Governance KRS 161.220 through KRS 161.716
Cost Sharing Multiple Employer Defined Benefit with Special Funding**

	Tier 1 Entry before 7/1/2002	Tier 2 Entry on or between 7/1/2002 and 6/30/2008	Tier 3 Entry on or between 7/1/2008 and 12/31/2021	Tier 4 Entry on or after 1/1/2022
Unreduced Retirement Benefit:	Any age with 27 years of Kentucky service, or age 60 with 5 years of Kentucky service.	Any age with 27 years of Kentucky service, or age 60 with 5 years of Kentucky service.	Any age with 27 years, or age 60 with 5 years.	No penalty if age 57 with 30 years of Kentucky service, age 60 with 10 years of Kentucky service, or age 65 with 5 years of Kentucky service.
Reduced Retirement Benefit Calculation:	Reduced by 5% per year from the earlier of age 60 or the date the member would have completed 27 years of service. Penalty (up to 25%). Age 55 with 5 years.	Reduced by 5% per year from the earlier of age 60 or the date the member would have completed 27 years of service. Penalty (up to 25%). Age 55 with 5 years.	Reduced by 6% per year from the earlier of age 60 or the date the member would have completed 27 years of service. Penalty (up to 30%). Age 55 with 10 years.	The standard penalty is a reduction of 6% for the lesser of each year that the member's age is below 60 or that the service is less than 30 years with a maximum penalty of 18%. Early retirement penalty (up to 18%).

Pension Funding. The Commonwealth's enacted budget for fiscal years 2017 through 2024 included the full Actuarially Determined Employer Contribution ("ADEC") for the assumed rates of return on the following pages for the Kentucky Retirement Systems executive branch participants and TRS. Certain "Quasi" government agencies which participate in the KERS non-hazardous system were permitted to retain the FY18 contribution rate of 49.47% for fiscal years 2019 through 2021. Based upon the assumptions employed in the Retirement Plans' June 30, 2022 actuarial valuation reports used in preparing the associated Retirement Plans' 2023 ACFR, the Kentucky Retirement Systems had a state supported pension Unfunded Actuarial Accrued Liability ("UAAL") of \$13,725 million. TRS had a pension UAAL of \$17,455 million calculated with the assumptions adopted in September 2021. Unlike fiscal year 2017, TRS was not required to report the pension liability in accordance with the Governmental Accounting Standards Board's ("GASB") Statement 67. The State supported portion of the Retirement Plans for the fiscal year ended June 30, 2023 had aggregate funding percentages of 26.83% for the Kentucky Retirement Systems and 58.62% for TRS. These funding percentages compare to 23.51% and 58.80%, respectively, for the fiscal ended June 30, 2022. In Fiscal year 2000, funding ratios for the Kentucky Retirement Systems were greater than 100% and decreased over a number of years due to a variety of factors, including changes to the discount rate, lower than projected investment returns, and other variances from actuarial assumptions. The Kentucky Retirement Systems' state supported ADEC for pension benefits for the fiscal year ended June 30, 2023 was \$1,166 million; \$1,406 million was contributed. The TRS state supported pension ADEC for the fiscal year ended June 30, 2023 was \$1,144 million; \$1,144 million was contributed.

(Remainder of Page Intentionally Left Blank)

SCHEDULE OF FUNDING – KENTUCKY RETIREMENT SYSTEMS RETIREMENT FUNDS⁺

Actuarial Valuation Date	Actuarial Value of Assets (\$)	Actuarial Accrued Liability (\$)	Unfunded Actuarial Accrued Liability (\$)	Funded Ratio	Covered Payroll (\$)
<i>Kentucky Employees Retirement System (KERS)</i>					
<u>Non-Hazardous</u>					
6/30/2019	2,206,280,000	16,466,427,000	14,260,147,000	13.4%	1,485,854,000
6/30/2020	2,323,298,166	16,348,961,571	14,025,663,405	14.2%	1,476,156,000
6/30/2021	2,735,875,974	16,321,372,580	13,585,496,606	16.8%	1,441,337,000
6/30/2022	3,065,263,298	16,576,630,410	13,511,367,112	18.5%	1,432,960,000
6/30/2023	3,552,471,492	16,304,277,475	12,751,805,983	21.8%	1,648,318,000
<u>Hazardous</u>					
6/30/2019	671,647,000	1,226,195,000	554,548,000	54.8%	160,600,000
6/30/2020	709,586,801	1,283,769,521	574,182,720	55.3%	171,840,000
6/30/2021	782,496,050	1,295,242,844	512,746,794	60.4%	172,725,000
6/30/2022	823,436,199	1,316,825,246	484,389,047	63.2%	188,648,000
6/30/2023	891,460,165	1,363,036,563	471,576,398	65.4%	223,922,000
<i>State Police Retirement System (SPRS)</i>					
6/30/2019	282,162,000	1,045,318,000	763,156,000	27.0%	49,515,000
6/30/2020	296,126,111	1,053,157,155	757,031,044	28.1%	49,019,000
6/30/2021	323,250,208	1,053,259,535	730,009,327	30.7%	47,873,000
6/30/2022	559,973,178	1,067,447,757	507,474,579	52.5%	48,061,000
6/30/2023	589,848,255	1,091,794,728	501,946,473	54.0%	65,693,000
<i>Kentucky Retirement Systems Summary (Includes KERS Non-Hazardous, KERS Hazardous, and SPRS)</i>					
6/30/2019	3,160,089,000	18,737,940,000	15,577,851,000	16.9%	1,695,969,000
6/30/2020	3,329,011,078	18,685,888,247	15,356,877,169	17.8%	1,697,015,000
6/30/2021	3,841,622,232	18,669,874,959	14,828,252,727	20.6%	1,661,935,000
6/30/2022	4,448,672,675	18,960,903,413	14,503,230,738	23.5%	1,669,669,000
6/30/2023	5,033,779,912	18,759,108,766	13,725,328,854	26.8%	1,937,933,000
<i>Judicial Retirement Plan (JRP) & Legislator's Retirement Plan (LRP)</i>					
6/30/2019	381,002,551	439,619,398	58,616,847	86.7%	27,857,590
6/30/2020	N/A*	N/A*	N/A*	N/A*	N/A*
6/30/2021	438,396,598	452,102,719	13,706,121	97.0%	33,737,970
6/30/2022	N/A*	N/A*	N/A*	N/A*	N/A*
6/30/2023	490,839,176	450,574,070	40,265,106	108.9	32,141,125

⁺ This schedule does not include data pertaining to the County Employees Retirement System (CERS); the data for 6/30/19 – 6/30/23 in this schedule is as presented in the ACFR of the pension plan for the Fiscal Years Ended June 30, 2019 through June 30, 2023, which may be different than the GASB compliant information reported in the state ACFR.

* JRP and LRP only perform actuarial valuations every 2 years for benefits.

SCHEDULE OF FUNDING – TEACHERS' RETIREMENT SYSTEM – KENTUCKY⁺

Actuarial Valuation Date	Actuarial Value of Assets (\$)	Actuarial Accrued Liability (\$)	Unfunded Actuarial Accrued Liability (\$)	Funded Ratio	Covered Payroll (\$)
6/30/2019	20,154,161,000	34,676,713,000	14,522,552,000	58.1%	3,648,428,000
6/30/2020	20,796,494,000	35,582,250,000	14,785,756,000	58.5%	3,723,482,000
6/30/2021	22,624,398,000	39,581,704,000	16,957,306,000	57.2%	3,784,400,000
6/30/2022	24,090,355,000	40,970,441,000	16,880,086,000	58.8%	4,033,509,000
6/30/2023	24,725,018,000	42,179,888,000	17,454,870,000	58.6%	4,138,909,000

⁺ The data for 6/30/19 – 6/30/23 in this schedule is as presented in the ACFR of the Teachers' Retirement System for the Fiscal Years Ended June 30, 2019 through June 30, 2023, which may be different than the GASB compliant information reported in the state ACFR.

Experience Studies. Per HB 76 of the 2022 Regular Session of the Kentucky General Assembly, an investigation of the economic assumptions of all state retirement systems is required at least once during each 2-year

period. An experience study for the Kentucky Retirement Systems as of June 30, 2022 was published in June 2023, and an experience study for the TRS Board as of June 30, 2023 was published on September 1, 2023.

Other Post-Employment Benefits. The Commonwealth's ACFR for the Fiscal Year Ended June 30, 2017 represents GASB Statement 45 ("Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions"). The Commonwealth adopted GASB Statement 75 ("Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions") for ACFR reporting for the fiscal year ending June 30, 2018, and after.

The Commonwealth is obligated to provide healthcare benefits to certain retired state employees and teachers. The Retirement Plans administer 2 multi-employer defined benefit healthcare plans (collectively, the "Health Plans") for which the Commonwealth pays a portion of the cost of the benefits of the retired employees. As of January 1, 2006, the Commonwealth commenced self-funding of healthcare benefits for state employees. The Kentucky Retirement Systems also adopted, on January 1, 2006, a self-funding health care plan for Medicare Eligible Retirees; in 2013, Kentucky Retirement Systems offered its Medicare Eligible Retirees an insured Medicare Advantage Plan. TRS became self-insured for post-retirement healthcare costs for Medicare Eligible Retirees on July 1, 1991. Beginning January 1, 1997, TRS offered non-Medicare Eligible Retirees insurance through the state health insurance program, which has since become self-insured. Beginning January 1, 2007, TRS offered its Medicare Eligible Retirees an insured Medicare Advantage Plan and, beginning July 1, 2010, offered this group an insured Medicare Part D Employer Group Waiver Drug Plan, which has now been self-funded since 2015. The TRS Board requires retirees not eligible for Medicare to pay the equivalent for the Medicare Part B program towards their cost of health coverage.

The Retirement Plans commission actuarial studies, which provide results for consideration, under certain actuarial funding methods and sets of assumptions. Annual actuarial reports are performed on both of the Retirement Plans. Pursuant to their respective actuarial studies, the OPEB UAAL as of June 30, 2023 was estimated at \$87.1 million for the Kentucky Retirement Systems and \$1,144.2 million for TRS. These estimates represent the present value of the amount of healthcare benefits under the respective Health Plans, payable over future periods and allocated by the actuarial cost method, as of June 30, 2023. The actuarial estimates for the Kentucky Retirement Systems' OPEB UAAL decreased from the \$121.0 million reported in the Kentucky Retirement Systems' ACFR for FY22. The actuarial estimates for TRS UAAL decreased from the \$1,389.8 million reported in the TRS ACFR for FY 22.

The Kentucky Retirement Systems' state supported OPEB ADEC for the fiscal year ended June 30, 2023 was \$133.2 million; \$139.9 million was contributed. The TRS ACFR for FY21 changed from reporting ADEC to Statutorily Required Employer Contributions for the Health Insurance Trust. The TRS state supported OPEB Employer Contribution for the fiscal year ended June 30, 2023 was \$212.1 million; \$212.4 million was contributed. The state supported portion of the OPEB for the fiscal year ended June 30, 2023 had a contribution of 96.50% of the Commonwealth's obligation for the Kentucky Retirement Systems and 99.98% of the Commonwealth's obligation for TRS. For TRS, OPEB amounts for UAAL, employer contributions, and funded status include the life insurance trust.

(Remainder of Page Intentionally Left Blank)

**SCHEDULE OF FUNDING – KENTUCKY RETIREMENT SYSTEMS OTHER POST EMPLOYMENT
BENEFITS (OPEB)⁺**

Actuarial Valuation Date	Actuarial Value of Assets (\$)	Actuarial Accrued Liability (\$)	Unfunded Actuarial Accrued Liability (\$)	Funded Ratio	Covered Payroll (\$)
<i>Kentucky Employees Retirement System (KERS)</i>					
<u>Non-Hazardous</u>					
6/30/2019	991,427,000	2,733,065,000	1,741,638,000	36.3%	1,515,953,000
6/30/2020	1,095,958,769	2,564,787,757	1,468,828,988	42.7%	1,482,431,000
6/30/2021	1,291,472,004	2,574,111,678	1,282,639,674	50.2%	1,452,345,000
6/30/2022	1,409,552,576	1,782,386,300	372,833,724	79.1%	1,437,132,000
6/30/2023	1,532,894,678	1,877,108,617	344,213,939	81.7%	1,653,492,000
<u>Hazardous</u>					
6/30/2019	525,315,000	426,705,000	-98,610,000	123.1%	151,448,000
6/30/2020	539,251,445	427,976,729	-111,274,716	126.0%	182,209,000
6/30/2021	575,024,703	424,455,939	-150,568,764	135.5%	172,725,000
6/30/2022	597,700,735	347,043,977	-250,656,758	172.2%	188,648,000
6/30/2023	619,518,838	363,512,398	-256,006,440	170.4%	223,922,000
<i>State Police Retirement System (SPRS)</i>					
6/30/2019	197,395,000	276,809,000	79,414,000	71.3%	48,780,000
6/30/2020	207,017,723	276,143,386	69,125,663	75.0%	48,231,000
6/30/2021	223,251,488	272,405,954	49,154,466	82.0%	47,155,000
6/30/2022	234,238,705	232,798,506	-1,440,199	100.6%	48,600,000
6/30/2023	245,171,996	244,058,286	-1,113,710	100.5%	65,830,000
<i>Kentucky Retirement Systems Summary (Includes KERS Non-Hazardous, KERS Hazardous, and SPRS)</i>					
6/30/2019	1,714,137,000	3,436,579,000	1,722,442,000	49.9%	1,716,181,000
6/30/2020	1,842,227,937	3,268,907,872	1,426,679,935	56.4%	1,712,871,000
6/30/2021	2,089,748,195	3,270,973,571	1,181,225,376	63.9%	1,672,225,000
6/30/2022	2,241,492,016	2,362,228,783	120,736,767	94.9%	1,674,380,000
6/30/2023	2,397,585,512	2,484,679,301	87,093,789	96.5%	1,943,244,000
<i>Judicial Retirement Plan (JRP) & Legislators' Retirement Plan (LRP)</i>					
6/30/2019	134,603,984	66,740,213	(67,863,771)	201.7%	27,857,590
6/30/2020	N/A*	N/A*	N/A*	N/A*	N/A*
6/30/2021	164,125,204	55,057,895	(109,067,309)	298.1%	33,737,970
6/30/2022	N/A*	N/A*	N/A*	N/A*	N/A*
6/30/2023	195,665,171	67,381,744	-128,283,427	290.4%	32,141,125

⁺ This schedule does not include data pertaining to the County Employees Retirement System (CERS); the data for 6/30/19 – 6/30/23 in this schedule is as presented in the ACFR of the pension plan for the Fiscal Years Ended June 30, 2019 through June 30, 2023, which may be different than the GASB compliant information reported in the state ACFR.

* JRP and LRP only perform actuarial valuations every 2 years for benefits.

SCHEDULE OF FUNDING – TEACHERS’ RETIREMENT SYSTEM – KENTUCKY+(OPEB)

Actuarial Valuation Date	Actuarial Value of Assets (\$)	Actuarial Accrued Liability (\$)	Unfunded Actuarial Accrued Liability (\$)	Funded Ratio	Covered Payroll (\$)
<i>Other Post-Employment Benefits (OPEB)</i>					
6/30/2019	1,535,028,000	3,250,687,000	1,715,659,000	47.2%	3,648,428,000
6/30/2020	1,793,197,000	2,879,847,000	1,086,650,000	62.3%	3,723,482,000
6/30/2021	2,168,131,000	3,573,333,000	1,405,202,000	60.7%	3,784,400,000
6/30/2022	2,498,073,000	3,887,910,000	1,389,837,000	64.3%	4,033,509,000
6/30/2023	2,887,997,000	4,032,223,000	1,144,226,000	71.6%	4,138,909,000

+ The data for 6/30/19 – 6/30/23 in this schedule is as presented in the ACFR of the Teachers’ Retirement System for the Fiscal Years Ended June 30, 2019 through June 30, 2023, which may be different than the GASB compliant information reported in the state ACFR.

Recent Changes to State Retirement Systems. The following link to the Kentucky Legislative Research Commission Legislative Record provides bill language, fiscal impact, and actuarial analysis related to the bills in this section: <https://legislature.ky.gov/Legislation/Pages/default.aspx>.

House Bill 236 of the 2023 Regular Session of the Kentucky General Assembly provided that fiduciaries use only pecuniary factors when considering the sole interest of the members and beneficiaries of the retirement systems; and requires the boards of the state-administered retirement systems to adopt their own proxy guidelines.

Following the experience study for the Kentucky Retirement Systems as of June 30, 2022, the KRS Board voted to modify the following assumptions, which were used for the Fiscal Year 2023 Actuarial Report and forward:

		Assumed Rate of Return		Inflation		Payroll Growth	
		To	From	To	From	To	From
KERS-N ⁽¹⁾	Pension	NC	5.25%	2.50%	2.30%	NC	0.00%
KERS-N ⁽¹⁾	OPEB	6.50%	6.25%	2.50%	2.30%	NC	0.00%
KERS-H ⁽²⁾	Pension	NC	6.25%	2.50%	2.30%	NC	0.00%
KERS-H ⁽²⁾	OPEB	6.50%	6.25%	2.50%	2.30%	NC	0.00%
SPRS	Pension	NC	5.25%	2.50%	2.30%	NC	0.00%
SPRS	OPEB	6.50%	6.25%	2.50%	2.30%	NC	0.00%

⁽¹⁾ Non-Hazardous

⁽²⁾ Hazardous

^(NC) No Change

House Bill 551 of the 2023 Regular Session of the Kentucky General Assembly created an additional income stream for the Retirement Plans by designating proceeds above administrative costs from sports wagering be allocated to the Kentucky Permanent Pension Fund (the “Permanent Pension Fund”). Funding to the Retirement Plans is subject to appropriation from the Permanent Pension Fund.

House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly allocated an additional \$485 million in General Fund dollars to the retirement systems. The amount included \$215 million for the SPRS pension fund in FY22 to be applied to the unfunded liability. In each of FY23 and FY24, \$135 million is provided to be applied to the unfunded liability of the KERS Nonhazardous pension fund. House Bill 1 set the Employer Contribution rates for FY23 and FY24 at the Actuarially Determined Rates as approved by the KRS Board of Trustees. The contribution rate for KERS Hazardous was set to 31.82%, and the rate for SPRS was set to 99.43%. House Bill 1 included \$89 million in FY23 and \$84.6 million in FY24 to assist with the anticipated increased retirement costs over each quasi-state agency employer’s baseline contribution. House Bill 1 allocated \$200 million to the Kentucky Permanent Pension Fund in FY24. HB 1 also allocated an additional \$479 million to TRS to pay off, in lump sum, liabilities for retired teachers’ sick leave applied as salary retirement credit and ad hoc cost of living adjustments provided in prior years.

House Bill 604 of the 2022 Regular Session of the Kentucky General Assembly allocated \$105 million in each of FY23 and FY24 to be applied to the unfunded liability of the KERS Nonhazardous pension fund.

Senate Bill 205 of the 2022 Regular Session of the Kentucky General Assembly required state governmental entities, including the retirement systems operated by KPPA, to divest from financial companies that engage in boycotts of fossil fuel based energies companies. The bill also prohibits state agencies from entering into contracts for goods and services with companies that engage in boycotts of fossil fuel based energy companies. These provisions would not apply if the state governmental agency determines that the requirements would be inconsistent with its fiduciary responsibility.

House Bill 8 of the 2021 Regular Session of the Kentucky General Assembly amended KRS 61.565 to change the KERS nonhazardous actuarially accrued liability contribution (unfunded liability payment) that is payable by employers on or after July 1, 2021, from a value that is paid as a percent of pay on each employee to a fixed allocation funding method; and provide that the employers shall pay the normal cost for all employees plus their actuarially-calculated portion of the organization specific unfunded liability.

House Bill 258 of the 2021 Regular Session of the Kentucky General Assembly provided a new tier of benefits for teachers hired on or after January 1, 2022. The new plan includes a defined benefit foundational component and a defined contribution supplemental component. It does not change any benefits for existing TRS members active or retired.

Senate Bill 249 of the 2020 Regular Session of the Kentucky General Assembly had several provisions that affected KERS, SPRS, and CERS. The amortization of the UAAL was again reset for this system to a closed 30-year amortization beginning with the June 30, 2019 valuation, and using a level percent of payroll instead of the current level dollar amortization. Additionally, any future increases or decreases in the UAAL will be amortized over a 20-year closed period utilizing a layered amortization method. Among other administrative changes, the bill also extended to June 30, 2021 the voluntary cessation of participation date for the 118 quasi-governmental agencies identified in House Bill 1 of the 2019 Regular Session. The University determination of voluntary cessation of participation date was previously set to January 1, 2021. Finally, the bill delayed an increase of the phase-in of higher contribution rates for CERS employers.

House Bill 352 of the 2020 Regular Session set the KERS employer contribution rate at 84.43% for FY21 and set the 118 quasi-governmental employer contribution rate below the current ADEC rate at 49.47%.

House Bill 484 of the 2020 Regular Session separated the CERS and Kentucky Retirement Systems into 2 governing boards. Oversight of CERS was transferred from the Kentucky Retirement Systems Board of Trustees to the County Employees Retirement System Board of Trustees.

House Bill 1 of the 2019 Special Session of the Kentucky General Assembly addressed pension related changes for 118 quasi-governmental agencies including regional mental health programs, local and district health departments, domestic violence shelters, rape crisis centers, child advocacy centers, state-supported universities and community colleges. The bill froze the employer contribution rate at 49.47% for fiscal year 2020 and provided 4 avenues for voluntary cessation of participation in the Kentucky Retirement System or the option to remain in the System for those agencies. An actuarial analysis by GRS Retirement Consulting, dated July 18, 2019, projected an actuarial cost relief to those agencies of \$827 million. The FY20 employer contribution rate freeze at 49.47% instead of the actuarial determined rate of 83.43%, was projected to have an actuarial cost of \$121 million for FY20 to the Retirement System.

In May and July of 2017, the Kentucky Retirement Systems Board voted to make the following assumption changes, which were used for the Fiscal Year 2017 Actuarial Report as well as used in determining the Fiscal Year 2019 and 2020 employer contributions:

		Assumed Rate of Return		Inflation		Payroll Growth	
		To	From	To	From	To	From
KERS-N ⁽¹⁾	Pension	5.25%	6.75%	2.30%	3.25%	0.00%	4.00%
KERS-N ⁽¹⁾	OPEB	6.25%	7.50%	2.30%	3.25%	0.00%	4.00%
KERS-H ⁽²⁾	Pension	6.25%	7.50%	2.30%	3.25%	0.00%	4.00%
KERS-H ⁽²⁾	OPEB	6.25%	7.50%	2.30%	3.25%	0.00%	4.00%
SPRS	Pension	5.25%	6.75%	2.30%	3.25%	0.00%	4.00%
SPRS	OPEB	6.25%	7.50%	2.30%	3.25%	0.00%	4.00%

⁽¹⁾ Non-Hazardous

⁽²⁾ Hazardous

In September of 2021, the TRS Board ratified the following assumptions established by the actuary, which were used for the Fiscal Year 2021 Actuarial Report and forward:

		Assumed Rate of Return		Inflation		Payroll Growth	
		To	From	To	From	To	From
TRS	Pension	7.10%	7.50%	2.50%	3.50%	2.75%	3.50%
TRS	OPEB	7.10%	8.00%	2.50%	3.50%	2.75%	3.50%

Senate Bill 2 from the 2013 Regular Session of the Kentucky General Assembly created a new section in KRS Chapter 7A establishing a 13-member Public Pension Oversight Board to oversee the Kentucky Retirement Systems and report to the Kentucky General Assembly on benefits, administration, investments, funding, laws, administration regulations, and legislation pertaining to Kentucky Retirement Systems. The bill also stated that new employees hired after January 1, 2014 will be placed in a Hybrid Cash Balance Plan. This plan has a guaranteed rate of return of 4.0% for both hazardous and non-hazardous employees, plus 75% of the investment return in the plan in excess of 4.0% to the employee. Hazardous employees' employer pay credit is set at 7.5% of salary and non-hazardous employees have an employer pay credit of 4.0%. The bill further provides for a 1.5% COLA only if it is prefunded and appropriated by the Kentucky General Assembly or if the pension plan is 100% funded. New employees as of January 1, 2014 are no longer party to the inviolable contract, and the Kentucky General Assembly has the right to amend, suspend, or reduce benefits with future legislation. The bill additionally made provisions for a Health Savings Account as an insurance option for retirees, required the Kentucky General Assembly to start fully funding the ADEC beginning in Fiscal Year 2015, and reset the amortization to 30 years beginning in 2015.

Litigation Potentially Impacting Kentucky Retirement Systems

1. In April 2013, Seven Counties Services, Inc. ("Seven Counties"), filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the Western District of Kentucky (the "Bankruptcy Court"). Seven Counties identified KERS as a creditor with a primary objective of discharging its continuing obligation to remit retirement contributions for approximately 1,300 employees and terminate its membership in KERS.

KERS opposed Seven Counties' attempt to discharge its obligations and terminate its membership. KERS asserted that Seven Counties is a Governmental Unit properly participating in KERS by Executive Order issued in 1978 and thus ineligible for Chapter 11 relief. Consequently, Seven Counties would remain statutorily obligated to continue participation and remit contributions.

On May 30, 2014, the Bankruptcy Court held that Seven Counties was not a Governmental Unit and could move forward with its Chapter 11 bankruptcy case. Moreover, the Bankruptcy Court held that Seven Counties' statutory obligation to continue to participate and remit contributions to KERS was a "contract" eligible for rejection. Seven Counties rejected its participation in KERS.

In June 2014, KERS appealed the Bankruptcy Court's ruling. On October 6, 2014, Seven Counties filed a formal reorganization plan with the Bankruptcy Court. On January 6, 2015, the Bankruptcy Court confirmed Seven Counties' plan of reorganization (the "Confirmation Order"). On January 19, 2015, KERS appealed the Confirmation Order. On March 31, 2016, the United States District Court issued a Memorandum of Opinion and Order that (i) denied KERS' motion to certify a question of law to the Kentucky Supreme Court, (ii) reversed the Bankruptcy Court's determination regarding classifying KERS as a multi-employer plan and determined KERS was a multiple employer plan, (iii) affirmed the Bankruptcy Court's decision in all other aspects; and (iv) denied Seven Counties' cross-appeal.

On April 21, 2016, the Kentucky Retirement Systems' Board of Trustees voted to appeal the decision to the United States Court of Appeals for the Sixth Circuit ("Sixth Circuit"). On August 24, 2018, the Sixth Circuit issued an Opinion ruling that Seven Counties was not a state instrumentality within the meaning of the Bankruptcy Code and was therefore eligible to file under Chapter 11. However, the Sixth Circuit also certified a question of law to the Kentucky Supreme Court regarding whether the relationship between Seven Counties and Kentucky Retirement Systems was contractual or statutory. Oral arguments were held at the Kentucky Supreme Court on March 6, 2019, and on August 29, 2019 the Kentucky Supreme Court ruled that Seven Counties participation in and its contributions to the KERS are based on a statutory obligation. The Opinion of the Kentucky Supreme Court was forwarded to the Sixth Circuit for further action resolving the outstanding issues.

On July 20, 2020, the Sixth Circuit issued an Opinion stating that they affirmed their previous determination that Seven Counties was eligible to file a Chapter 11 bankruptcy case. The Sixth Circuit also reversed the conclusion that Seven Counties can reject its obligation to participate as an executory contract and that Seven Counties need not

maintain its statutory contribution obligation during the pendency of the bankruptcy. The case was remanded back to the Bankruptcy Court.

The parties were able to stipulate to the principal amount of Seven Counties unpaid employer contributions for the post-petition time-frame of April 6, 2014 through February 5, 2015. A limited hearing occurred in February 2022 regarding whether interest is applicable to the stipulated amount. The Bankruptcy Court entered an order that set the amount of the contributions, but did not order Seven Counties to pay that amount. The order was silent regarding the application of interest. Both Seven Counties and KERS appealed the Bankruptcy Court's order to the United States District Court where it was joined with the then-pending appeal of the confirmation of Seven Counties' reorganization plan.

The United States District Court refused to hear the appeals stating that the Bankruptcy Court's order was not final and appealable. That left KERS in a position where no relief was possible; the Bankruptcy Court would not enter an order requiring payment, and the District Court would not hear an appeal. This forced KERS to once again bring the appeals to the Sixth Circuit. In January 2024, the Sixth Circuit Court of Appeals dismissed KERS' appeal with direction to the Bankruptcy Court to expeditiously resolve the remaining issues of (1) ordering Seven Counties to pay the stipulated principal amount of unpaid employer contributions, and (2) the amount of interest Seven Counties owes.

Other entities within the Commonwealth, including some entities with pending litigation, are attempting to terminate their participation in KERS. For example, Kentucky Retirement Systems filed an action against Kentucky River Community Care ("KRCC") to compel it to comply with its statutory duties and require retirement plan participation. Similarly, Bluegrass Oakwood, Inc., a subsidiary of Bluegrass MHMR, attempted to terminate its participation in KERS through an action before the Kentucky Court of Appeals that was dismissed on February 24, 2015, resulting in Bluegrass Oakwood remaining as a participant in KERS. No assurance can be provided with respect to the impact of such actions, if any, on the future contribution rates. The litigation against KRCC is ongoing.

2. In January and February 2022, 2 complaints were filed on behalf of specific named plaintiffs and others similarly situated based on the same facts that gave rise to the former River City FOP complaint regarding the Medicare Secondary Payer Act ("MSPA"). KPPA was aware that the River City FOP case impacted more individuals than the originally named plaintiffs and worked on legislative and regulatory solutions. Legislation passed by the 2022 Kentucky General Assembly allows individuals negatively impacted by the Medicare Secondary Payer Act to receive their health insurance through the Kentucky Employees Health Plan, and KPPA has promulgated a regulation to reimburse those individuals who had to pay for health insurance consistent with the Sixth Circuit Opinion. The 2 lawsuits from January and February are currently in the discovery phase concerning class certification. In addition to the MSPA issue, the 2 new suits allege that requiring Medicare eligible members to pay for Medicare Part B violates their right to "free" health insurance under their inviolable contract.

In the fall of 2023, 3 additional suits were filed on the same grounds as the suits described above. Collectively, the 5 lawsuits seek to certify separate classes of Hazardous Duty retirees in KERS and CERS, Non-Hazardous retirees in KERS and CERS, and retirees in the SPRS. These suits are all at various stages of the class certification process.

3. In December 2017, certain members and beneficiaries of the Kentucky Retirement Systems filed litigation (Mayberry et al. v. KKR et al.) against certain Hedge Fund Sellers, Investment, Actuarial and Fiduciary Advisors, Annual Report Certifiers, and certain (past and present) Kentucky Retirement Systems' Trustees and Officers in Franklin Circuit Court. The litigation alleges (in summary) that actuarial assumptions, fees, statements, and disclosures harmed the financial status of the Retirement Systems. While Kentucky Retirement Systems is designated a "Defendant," that designation is a technical formality in so much as Kentucky Retirement Systems is a "nominal defendant." On April 20, 2018, the Kentucky Retirement Systems and the plaintiffs filed a joint notice with the Court advising that Kentucky Retirement Systems does not intend to challenge its status as a "nominal defendant." Since then, the Franklin Circuit Court ruled on various Defendants' Motions to Dismiss, denying nearly all of them. On January 10, 2019, KKR, Henry Kravis, and George Roberts (collectively, "KKR Parties") amended their Answer to assert cross claims against Kentucky Retirement Systems. Certain Officer and Trustee Defendants appealed the denial of their Motion to Dismiss on immunity grounds to the Court of Appeals, and that appeal was transferred to the Kentucky Supreme Court. The hedge fund defendants filed a Petition for Writ of Prohibition in the Court of Appeals, arguing the Plaintiffs lacked standing to bring the action. That Petition was granted on April 23, 2019. Plaintiffs promptly appealed the Court of Appeals' decision to the Supreme Court of Kentucky. On July 9, 2020, the Supreme Court of Kentucky issued an Opinion stating that the plaintiffs, as beneficiaries of a defined-benefit plan who have received all of their vested benefits so far and are legally entitled to receive their benefits for the rest of their lives, do not have a concrete stake in this case and therefore lack standing to bring this claim. The case was remanded to the circuit court with directions to dismiss the complaint. Thereafter, plaintiffs filed a motion seeking to amend their complaint to add parties (Tier 3 members of the Retirement Systems ("Tier 3 Group")) and claims that would purportedly correct the standing defect identified by the Supreme Court of Kentucky.

Furthermore, the Attorney General of the Commonwealth sought leave to intervene in this action through a motion filed July 20, 2020, and an Intervening Complaint on July 22, 2020. The Defendants filed motions seeking to have the case dismissed. On December 28, 2020, Franklin Circuit Court issued an Order dismissing the Complaint filed by the Plaintiffs, denied Plaintiffs' Motion to file a Second Amended Complaint, and granted the Office of the Attorney General's Motion to Intervene. A variety of additional motions and pleadings were filed, including an original action by the Tier 3 Group. This original action is still in the initial stages and is pending with Franklin Circuit Court. (*Tia Taylor, et al. v KKR & Co. L.P., et al.*) On January 12, 2021, Franklin Circuit Court issued a scheduling Order granting the Attorney General until February 1, 2021 to file an Amended Intervening Complaint, granting the Tier 3 Group until February 11, 2021 to file a Motion to Intervene in this action. Additional extension orders were granted for the Attorney General intervention. The Attorney General filed an Amended Complaint on May 24, 2021. On June 14, 2021, the Tier 3 Group's Motion to Intervene in the Attorney General action was denied. In the spring of 2022, Franklin Circuit Judge Phillip Shepherd recused himself and this matter was assigned to Judge Thomas Wingate.

Following the Attorney General's intervention, the Defendants challenged the intervention as beyond the scope of the remand from the Supreme Court in July of 2020. Franklin Circuit Court denied that motion and the matter was on appeal when this case was assigned to Judge Thomas Wingate. Judge Wingate placed the matter in abeyance pending a decision on whether the Attorney General's intervention was proper. The Court of Appeals held that the Attorney General should not have been allowed to intervene. Simultaneously with his intervention, the Attorney General filed a separate, stand-alone case with an identical complaint to protect against the possibility that his intervention would be deemed improper.

The Kentucky Supreme Court denied discretionary review of the Court of Appeals' opinion that the Attorney General's intervening complaint in the original action from 2017 was improper, and the action is now over.

A number of related cases have also developed based on issues raised in the above referenced Mayberry action. There has been an action filed by a number of the Trustees and Officers named in Mayberry seeking reimbursement by Kentucky Retirement Systems of legal fees. Kentucky Retirement Systems has also filed an action against Hallmark Specialty Insurance seeking a declaratory judgement that Hallmark has a duty to defend and indemnify Kentucky Retirement Systems in the Mayberry action. Two of the hedge fund Defendants in the Mayberry action have also filed an action in the United States District Court for the Eastern District of Kentucky naming individual members of the former Board of Trustees of the Kentucky Retirement Systems as Defendants. This action is seeking a judgment declaring that the Trustees violated Plaintiffs' right to due process as well as an award of costs and attorneys' fees. Three actions have also been filed in Delaware regarding the Mayberry action. One filed by Prisma Capital Partners and one filed by Blackstone Alternative Asset Management, L.P. ("BAAM") allege breaches of warranties, representations, and more relating to the Subscription Agreements signed by the Kentucky Retirement Systems. The third was filed by Prisma Capital Partners against the Daniel Boone Fund, LLC. Additionally, an action has been filed by PAAMCO Prisma, LLC against Kentucky Retirement Systems in California also alleging breaches of warranties, representations, and more relating to the Subscription Agreements signed by the Kentucky Retirement Systems. Finally, on August 2, 2021, BAAM filed an action against the KPPA, the Board of Trustees of the Kentucky Retirement Systems, the Board of Trustees of CERS, the Kentucky Retirement Systems Insurance Fund, and the Kentucky Retirement Systems Pension Fund (collectively "Defendants") for breach of contract. The Defendants filed a Motion to Dismiss on September 8, 2021. The last of these additional actions, the suit filed by BAAM, was dismissed by Franklin Circuit Court. The Court of Appeals upheld the dismissal, and BAAM is seeking Discretionary Review by the Supreme Court. The rest of these cases remain active in various stages of litigation.

4. Mountain Comprehensive Care Center and Adanta filed separate suits challenging the actuarially accrued liability assigned these 2 entities via the process outlined in KRS 61.565, known as House Bill 8 from the 2021 Regular Session of the Kentucky General Assembly. The suits challenge not only the liability assigned to them, but they challenge the constitutionality of the statutory authority. The parties are currently engaged in discovery.

INVESTMENT CONSIDERATIONS

Legislative Changes

State and Federal legislation is introduced and enacted, or regulations promulgated, from time to time that could have a direct impact on the Authority's, the Transportation Cabinet's or the Commonwealth's financial condition or their operations. The likelihood of any such legislation being introduced or enacted, or regulations promulgated, cannot be predicted. See "THE TRANSPORTATION CABINET – Revenue Sources of the

Transportation Cabinet – Motor Fuel Taxes” and “THE TRANSPORTATION CABINET – Road Fund Estimated Revenue for Fiscal Year 2024”.

Tax legislation, administrative actions taken by tax authorities or court decisions may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of such Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Changes in Road Funding Resources

Events outside the control of the Authority, the Transportation Cabinet or the Commonwealth may result in a reduction in the volume of sale, use and/or consumption of the gasoline, motor fuels and special fuels and thereby a reduction in revenues generated from the levy of such taxes. Examples of such events include, without limitation, (i) shortages of gasoline, motor fuels and special fuels due to reduced production, depletion of resources, oil embargoes, wartime rationing of fuels, cost of production and other events which result in reduced availability, (ii) change in driving habits, (iii) increased fuel efficiency of motor vehicles, (iv) development and improvement of alternative power sources such as solar power, wind and electricity, and (v) increased usage of electrically sourced vehicles and related Federal and Commonwealth support for such usage.

The Authority, the Transportation Cabinet and the Commonwealth cannot accurately predict the future of the use of gasoline and/or motor fuels and are not responsible for any deficiency in tax revenues collected as the result of the occurrence of any events resulting in a reduction in the use of gasoline and/or motor fuels.

Cybersecurity

The Commonwealth Office of Technology reports to the Kentucky General Assembly annually on cybersecurity breaches. The Commonwealth has not suffered a material loss related to a security breach in the past five years.

The Commonwealth has in place a security program that leverages the National Institute of Standards and Technology (“NIST”) risk management framework. As a state entity, the Commonwealth is subject to multiple regulatory standards including the IRS, SSA, HIPAA, HITECH, and MARS-E. In 2013, the Commonwealth elected to align to the NIST 800-53 risk management framework as this framework is the foundation of all applicable compliance standards. NIST Special Publication 800-53 is a set of recommended security and privacy controls for federal information systems and organizations to help meet the Federal Information Security Management Act requirements. To ensure ongoing compliance with the NIST framework, and subsequently all regulatory standards, the Commonwealth leverages independent third-party assessments to measure the effectiveness of the established policies, processes, and technical controls.

The Commonwealth ensures compliance with regulatory requirements and prevents future cybersecurity incidents through the implementation and maintenance of a cybersecurity program, including, but not limited to, the following:

Managerial and Operational Controls. The Commonwealth has in place a comprehensive policy structure that addresses all NIST 800-53 moderate controls. These policies are reviewed annually and measured for effectiveness through independent third-party assessment.

Enterprise Risk Management. The Commonwealth has in place a risk management strategy where risks are measured and tracked. Risks are gathered through agency level reports, internal and external audits, active vulnerability scanning, penetration testing, and various external data feeds regarding current and emerging threats. Mitigation activities are tracked through an established plan of action and milestones. Additionally, since 2017, the Commonwealth has had a cyber-liability insurance policy in place, which has not had a submitted claim.

Defense in Depth Security Architecture. The Commonwealth has in place a layered security architecture that employs state of the art next generation firewalls, intrusion prevention and detection systems, endpoint detection and response capabilities, and malicious code prevention. All security architecture, endpoint, directory, remote access, and

critical infrastructure logs are stored in a comprehensive Security Incident and Event Management (“SIEM”) system for analysis. These defensive technologies and the SIEM system are monitored by Commonwealth security staff, and partnerships with the Multistate Information and Sharing Analysis Center and the Center for Internet Security Agency. The Commonwealth entered into an agreement for third party monitoring and threat hunting services which became effective in the third quarter of 2023. Fully vetted and tested incident response plans are in place to address any anomalies detected. Incident response plans are exercised annually at a minimum. Multifactor authentication is used where possible to protect external access. Privileged account management practices protect elevated access. Business continuity and recovery technologies and processes are in place to recover business operations and are tested annually. Backups are maintained in multiple locations and isolated from threats.

Forward-Looking Statements

Certain disclosures in this Official Statement are “forward-looking statements.” Forward-looking statements include all statements that do not relate solely to historical or current fact, and can be identified by the use of words like “may,” “believe,” “will,” “expect,” “project,” “estimate,” “anticipate,” “plan,” or “continue.” These forward-looking statements are based on the current plans and expectations of the Commonwealth and are subject to a number of known and unknown uncertainties and risks, many of which are beyond its control, that could significantly affect current plans and expectations and the Commonwealth’s future financial position, including, but not limited to, changes in general economic conditions, demographic trends, and federal programs which may affect the transfer of funds from the federal government to the Commonwealth. As a consequence, current plans, anticipated actions, and future financial positions may differ from those expressed in any forward-looking statements made by the Commonwealth herein. Investors are cautioned not to unduly rely on such forward-looking statements when evaluating the information presented in this Official Statement.

Ratings of the Bonds

See “RATINGS” herein for information about the ratings assigned by rating agencies. There is no assurance that such ratings will be maintained for any given period of time or that any rating will not be lowered or withdrawn entirely. Any revision, modification, or withdrawal of any such ratings could have a material adverse effect on the availability of a market for the Bonds or the prices at which the Bonds may be resold.

Market Liquidity

The Bonds constitute a new issue without an established trading market. Although the Underwriters have informed the Authority that the Underwriters currently intend to make a market for the Bonds, the Underwriters are not obligated to do so, and they may discontinue any such market-making at any time without prior notice. No assurance can be given as to the development or liquidity of any market for the Bonds. If an active public market is not maintained, the market price and liquidity of the Bonds may be adversely affected.

IRS Bond Examinations

The tax-exempt bond office of the Internal Revenue Service (the “Service”) is conducting audits of tax-exempt obligations, including both compliance checks and full audits, with increasing frequency to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether the Service will commence any such audit of the Authority. If an audit is commenced, under current procedures, the Service may treat the Authority as a taxpayer and the holders of the Bonds may have no right to participate in such proceeding. The commencement of an audit with respect to any tax-exempt obligations of the Authority could adversely affect the market value and liquidity of the Bonds, regardless of the ultimate outcome.

TAX MATTERS

General

In the opinion of Bond Counsel for the Bonds, based upon an analysis of existing laws, regulations, rulings and court decisions, interest on the Bonds is excludible from gross income for Federal income tax purposes. Bond Counsel for the Bonds is also of the opinion that interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Furthermore, Bond Counsel for the Bonds is of the

opinion that interest on the Bonds is exempt from Kentucky income taxation and the Bonds are exempt from ad valorem taxation by the Commonwealth of Kentucky and any of its political subdivisions.

The form of the opinion of Bond Counsel regarding the Bonds is attached hereto as *Appendix E*.

The Code imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for Federal income tax purposes of interest on obligations such as the Bonds. The Authority has covenanted to comply with certain restrictions designed to ensure that interest on Bonds will not be includible in gross income for Federal income tax purposes. Failure to comply with these covenants could result in interest on the Bonds being includible in income for Federal income tax purposes and such inclusion could be required retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel assumes compliance with these covenants. However, Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the tax status of the interest on the Bonds.

Certain requirements and procedures contained or referred to in the Bond documents and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel expresses no opinion as to any Bonds or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of bond counsel other than Dinsmore & Shohl LLP.

Although Bond Counsel for the Bonds is of the opinion that interest on the Bonds will be excludible from gross income for Federal income tax purposes and that interest on the Bonds is excludible from gross income for Kentucky income tax purposes, and the Bonds are exempt from ad valorem taxation by the Commonwealth of Kentucky and any of its political subdivisions, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Holder's Federal, state or local tax liabilities. The nature and extent of these other tax consequences may depend upon the particular tax status of the Holder or the Holder's other items of income or deduction. Bond Counsel expresses no opinions regarding any tax consequences other than what is set forth in its opinion and each Holder or potential Holder is urged to consult with tax counsel with respect to the effects of purchasing, holding or disposing the Bonds on the tax liabilities of the individual or entity.

Receipt of tax-exempt interest, ownership or disposition of the Bonds may result in other collateral federal, state or local tax consequence for certain taxpayers. Such effects include, without limitation, increasing the federal tax liability of certain foreign corporations subject to the branch profits tax imposed by Section 884 of the Code, increasing the federal tax liability of certain insurance companies, under Section 832 of the Code, increasing the federal tax liability and affecting the status of certain S Corporations subject to Sections 1362 and 1375 of the Code, increasing the federal tax liability of certain individual recipients of Social Security or Railroad Retirement benefits, under Section 86 of the Code and limiting the amount of the Earned Income Credit under Section 32 of the Code that might otherwise be available. Ownership of any Bonds may also result in the limitation of interest and certain other deductions for financial institutions and certain other taxpayers, pursuant to Section 265 of the Code. Finally, residence of the holder of Bonds in a state other than Kentucky or being subject to tax in a state other than Kentucky, may result in income or other tax liabilities being imposed by such states or their political subdivisions based on the interest or other income from the Bonds.

The Authority has not designated the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

Prospective purchasers of the Bonds are advised to consult their own tax advisors prior to any purchase of the Bonds as to the impact of the Code upon their acquisition, holding or disposition of the Bonds, as well as pending or proposed federal and state legislation and court proceedings.

Corporate Alternative Minimum Tax

The Inflation Reduction Act of 2022 imposes a new corporate alternative minimum tax equal to 15% of the "adjusted financial statement income" of "applicable corporations" as defined in Section 59(k) of the Code; generally, corporations (as defined for federal income tax purposes, other than S corporations, regulated investment companies, and real estate investment trusts) having "average annual adjusted financial statement income" of more than \$1,000,000,000 over any preceding period of three tax years (ending with a tax year that ends after December 31,

2021). The new corporate alternative minimum tax would apply for tax years beginning after December 31, 2022. Interest on tax-exempt bonds, such as interest on the Bonds, would be included (a) in average annual adjusted financial statement income for the purpose of determining whether a corporation is an “applicable corporation” and (b) in the calculation of an applicable corporation’s “adjusted financial statement income” for purposes of calculating the alternative minimum tax imposed on corporations, regardless of the issue date of such tax-exempt bonds.

Original Issue Premium

“Acquisition Premium” is the excess of the cost of a bond over the stated redemption price of such bond at maturity or, for bonds that have one or more earlier call dates, the amount payable at the next earliest call date. The Bonds that mature on July 1, ____ through and including July 1, ____ (the “Premium Bonds”) (the “Premium Bonds”) are being initially offered and sold to the public with Acquisition Premium. For federal income tax purposes, the amount of Acquisition Premium on the Premium Bonds must be amortized and will reduce the bondholder’s adjusted basis in that bond. The amount of any Acquisition Premium paid on the Premium Bonds that must be amortized during any period will be based on the “constant yield” method, using the original bondholder’s basis in such Premium Bonds and compounding semiannually. This amount is amortized ratably over that semiannual period on a daily basis. However, no amount of amortized Acquisition Premium on the Premium Bonds may be deducted in determining bondholder’s taxable income for federal income tax purposes.

Since the Premium Bonds are not callable prior to their stated maturity date, the respective final maturity dates will determine the amortization period of the Acquisition Premium of each such Premium Bond. Holders of any Premium Bonds, both original purchasers and any subsequent purchasers, should consult their own tax advisors as to the actual effect of such Acquisition Premium with respect to their own tax situation and as to the treatment of the Acquisition Premium for state tax purposes.

Original Issue Discount

The Bonds that mature on July 1, ____ (the “Discount Bonds”) are being initially offered and sold to the public at a discount (“OID”) from the amounts payable at maturity thereon. OID is the excess of the stated redemption price of a bond at maturity (the face amount) over the “issue price” of such bond. The issue price is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of bonds of the same maturity are sold pursuant to that initial offering. For federal income tax purposes, OID on each bond will accrue over the term of the bond. The amount accrued will be based on a single rate of interest, compounded semiannually (the “yield to maturity”) and, during each semi-annual period, the amount will accrue ratably on a daily basis. The OID accrued during the period that an initial purchaser of a Discount Bond at its issue price owns it is added to the purchaser’s tax basis for purposes of determining gain or loss at the maturity, redemption, sale or other disposition of that Discount Bond. In practical effect, accrued OID is treated as stated interest, is treated, that is, as excludible from gross income for federal income tax purposes.

In addition, OID that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed above. Consequently, owners of any Discount Bond should be aware that the accrual of OID in each year may result in an alternative minimum tax liability, additional distribution requirements, or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such OID in such year.

Holders of Discount Bonds should consult their own tax advisors as to the treatment of OID and the tax consequences of the purchaser of such Discount Bonds other than at issue price during the initial public offering and as to the treatment of OID for state tax purposes.

ENFORCEABILITY OF REMEDIES

The remedies available to the Trustee and the owners of the Bonds upon occurrence of an event of default under the Lease, the Agreement, or the Indenture are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing laws and judicial decisions, the remedies provided for under the Lease, the Agreement, and the Indenture may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds and such documents will be qualified to the extent that the enforceability of certain legal rights related to the Bonds are subject to limitations imposed by bankruptcy,

reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

LITIGATION

There is no litigation pending or, to the knowledge of the Authority or the Transportation Cabinet, threatened to restrain or enjoin the authorization, sale or delivery of the Bonds or which would adversely affect the application of the revenues of the Transportation Cabinet to the payment of the Bonds. There is no litigation pending or, to the knowledge of the Authority, threatened against the Authority or any of its assets or revenues that would materially adversely affect the Authority or its operations.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Bonds are subject to the approving legal opinion of Dinsmore & Shohl LLP, Covington, Kentucky, Bond Counsel. The proposed form of approving opinion for the Bonds is attached hereto as APPENDIX E. Such approving legal opinion will be delivered as of the date of issuance of the Bonds.

Certain legal matters concerning the Transportation Cabinet will be passed upon by its counsel, Office of Legal Services, Transportation Cabinet; certain legal matters concerning the Authority will be passed upon by its counsel, Office of General Counsel, Finance and Administration Cabinet; and certain legal matters will be passed upon for the Underwriters by their counsel, Stites & Harbison, PLLC, Louisville, Kentucky.

Under Kentucky law, issuance of Bonds by the Authority requires the approval of the Office of Financial Management in the Finance and Administration Cabinet, which approval will be obtained prior to issuance of the Bonds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Bingham Arbitrage Rebate Services, Inc. (the “Verifier”) will verify, from the information provided to them, the mathematical accuracy, as of the date of the closing of the Bonds, of the computations contained in the provided schedules in order to determine that the anticipated receipts from the securities and cash deposits listed in the underwriters’ schedules, to be held in escrow, will be sufficient to pay the principal of, premium, if any, and interest on the Prior Build America Bonds to be refunded with the proceeds of the Bonds, when due. The Verifier will express no opinion on the assumptions provided to them, nor as to the exemption of the interest on the Bonds from gross income for federal tax purposes.

RATINGS

Moody’s Investors Service, Inc. (“Moody’s”) and Kroll Bond Rating Agency, Inc. (“Kroll”) have assigned their municipal bond ratings of “Aa3” with a positive outlook, and “AA-,” respectively, to the Bonds.

The ratings of each respective rating agency only reflect the views of such rating agency. An explanation of the significance of the ratings given by Moody’s may be obtained from Moody’s Investors Service, Inc. at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, (212) 553-0300. An explanation of the significance of the ratings given by Kroll may be obtained from Kroll Bond Rating Agency, Inc. at 805 Third Avenue, New York, New York 10022, (212) 702-0707. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any downward revision or withdrawal could have an adverse effect on the market price of the Bonds.

UNDERWRITING

The Bonds are to be purchased by J.P. Morgan Securities LLC (“JPMS”) as representative of the managing underwriters identified on the cover hereof and on behalf of itself (the “Managers”) (the Managers and any other syndicate members collectively, the “Underwriters”). The Underwriters have agreed, subject to certain conditions, to purchase the Bonds at an aggregate purchase price of \$[] (which is equal to the principal amount of the Bonds plus net original issuance premium of \$[] less underwriting discount of

\$(_____)). The Underwriters will be obligated to purchase all Bonds if any are purchased. The Underwriters have advised the Authority that they intend to make a public offering of the Bonds at the initial public offering prices set forth on the inside cover page hereof, provided, however, that the Underwriters have reserved the right to make concessions to dealers and to change such initial public offering prices as the Underwriters shall deem necessary in connection with the marketing of the Bonds.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services.

JPMS, one of the Underwriters of the Bonds, has entered into negotiated dealer agreements (each, a “Dealer Agreement”) with each of Charles Schwab & Co., Inc. (“CS&Co.”) and LPL Financial LLC (“LPL”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase the Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that such firm sells.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Huntington Capital Markets is a trade name under which securities and investment banking products and services of Huntington Bancshares Incorporated and its subsidiaries, including Huntington Securities, Inc. (“HSI”), are marketed. Municipal sales, trading, and underwriting services are provided through HSI, which is a broker-dealer registered with the Securities and Exchange Commission.

PNC Capital Markets LLC (“PNCCM”), an underwriter for the Bonds, may offer to sell to its affiliate, PNC Investments, LLC (“PNCI”), securities in PNCCM’s inventory for resale to PNCI’s customers, including securities such as those to be offered by the Authority. PNCCM may share with PNCI a portion of the fee or commission paid to PNCCM if any of the Bonds are sold to customers of PNCI.

CONTINUING DISCLOSURE

The Authority will comply with the requirements of the Securities and Exchange Commission regarding secondary market disclosure as set forth in Rule 15c2-12 (the “Rule”), as amended, under the Securities Exchange Act of 1934. Specifically, the Authority will enter into a Continuing Disclosure Agreement (“Continuing Disclosure Agreement”), a form of which is attached as APPENDIX F, in which it will covenant to provide notice in a timely manner, not later than ten business days after the event, to each nationally recognized municipal securities information repository (“NRMSIR”) or the Municipal Securities Rulemaking Board (the “MSRB”), and the appropriate state information depository, if any, of any of the following types of events with respect to the Bonds set forth in the form attached hereto. Effective on July 1, 2009, the MSRB became the sole NRMSIR and the Authority’s filings with the MSRB will be in accordance with the MSRB’s Electronic Municipal Market Access (EMMA) system, as applicable to the Continuing Disclosure Agreement. The Commonwealth is providing ongoing market disclosure as required by the Rule pursuant to agreements entered into in connection with other outstanding securities, including timely notices of changes in the Authority’s underlying ratings affecting its outstanding securities.

In addition, ongoing financial disclosure regarding the Commonwealth will be available through the filing by the Commonwealth of two documents entitled The Kentucky Annual Comprehensive Financial Report and Supplementary Information to the Kentucky Annual Comprehensive Financial Report (or successor reports). The Commonwealth is required to make such filing no later than nine months after the end of each fiscal year. The Commonwealth and the Authority have learned that in some instances prior rating changes on certain securities issued by the Commonwealth and its agencies, including the Authority, resulting from rating downgrades on certain bond insurers, were not the subject of material event notices, due, in part, to the lack of any direct notification to the

Commonwealth of the specific rating impact on such particular securities of the Commonwealth and its agencies. The Commonwealth and the Authority have taken necessary actions to assure compliance with the Rule with respect to such events. Additionally, the Commonwealth and the Authority have put procedures in place to assure that future material event notices will be timely filed with respect to such events. With respect to certain insured bonds of the Commonwealth (not involving any bonds of the Authority), the Commonwealth recently made a late filing in connection with a downgrade of a bond insurer, which upon discovery of the error, resulted in updated external notification procedures to avoid future untimely insurance related filings.

The Authority failed to timely file the audited financial statements and supplementary information of the Authority within the nine month period specified by continuing disclosure statements of the Authority for the fiscal year ended June 30, 2020. On August 4, 2021, the Commonwealth posted a Notice of Material Event regarding a Notice of Incurrence of a Financial Obligation in order to include all affected CUSIPs, that originally was timely posted on June 4, 2021, but not to all affected CUSIPs. The Authority posted on August 23, 2021 the audited financial statements and supplementary information for the fiscal year ended June 30, 2020 on EMMA together with a Notice of Material Event (Late Filing) regarding this matter. The Authority failed to timely file the audited financial statements of the Authority within the nine month periods specified by continuing disclosure statements of the Authority for the fiscal years ended June 30, 2022 and June 30, 2023. The Authority posted on May 28, 2024 the audited financial statements for the fiscal years ended June 30, 2022 and June 30, 2023 on EMMA together with a Notice of Material Event (Late Filing) regarding this matter.

MISCELLANEOUS

All quotations from, and summaries and explanations of, the Act, the Indenture, the Lease, the Agreement and the Bonds contained in this Official Statement do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their respective provisions. The Appendices attached hereto are a part of this Official Statement. Copies in reasonable quantity of the Act, the Indenture, the Agreement and the Lease may be obtained during the offering period of the Bonds upon request directed to the Authority, 200 Mero Street, 5th Floor, Frankfort, Kentucky 40622, or the Underwriters, JPMS, 383 Madison Avenue, 3rd Floor, New York, New York 10179.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract among the Authority, the Transportation Cabinet and the purchasers or holders of any of the Bonds.

THE TURNPIKE AUTHORITY OF KENTUCKY

By: /s/
Treasurer, The Turnpike Authority of Kentucky

THE TRANSPORTATION CABINET OF THE
COMMONWEALTH OF KENTUCKY

By: /s/
Secretary, Transportation Cabinet

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX A

DEBT INFORMATION PERTAINING TO THE COMMONWEALTH OF KENTUCKY

COMMONWEALTH DEBT MANAGEMENT

Management

The Office of Financial Management (“OFM”), Finance and Administration Cabinet, has central responsibility for the issuance, management, review and approval of all debt issued by the Commonwealth and its agencies. Table I lists active issuing entities. OFM is also responsible for the coordination and monitoring of cash needs relative to debt activity, debt service payments and the development of a comprehensive long-term debt plan. OFM serves as primary staff to the State Property and Buildings Commission, the Kentucky Asset/Liability Commission, the Authority, the Kentucky Local Correctional Facilities Construction Authority, the State Investment Commission and the Kentucky Private Activity Bond Allocation Committee.

Structure

The Commonwealth’s indebtedness is classified as either appropriation supported debt or non-appropriation supported debt.

Appropriation-supported debt carries the name of the Commonwealth and is either (i) a general obligation of the Commonwealth, or (ii) a lease revenue obligation of one of its debt issuing agencies created by the General Assembly to finance various projects which is subject to state appropriation for all or a portion of the debt service on the bonds.

General obligation bonds pledge the full faith, credit and taxing power of the Commonwealth for the repayment of the debt. The Kentucky Constitution requires voter approval by general referendum prior to the issuance of general obligation bonds in amounts exceeding \$500,000. Kentucky has not issued general obligation bonds since 1966. The Commonwealth has no general obligation bonds outstanding.

Project revenue notes and bonds are issued by various debt issuing authorities of the Commonwealth. The revenues produced by the projects funded by the debt are pledged as security for repayment of the debt. Project revenue debt is not a direct obligation of the Commonwealth. Project revenues are, in some cases, derived partially or solely from biennial appropriations of the General Assembly. In other cases, the direct revenues generated from the project funded constitute the entire source of payment.

The payment of debt service by the state universities is enhanced by a state intercept provision that provides that in the event of a default, the Secretary of the Finance Cabinet is required to intercept any funds appropriated to the University but not yet disbursed and to remit those funds to the Trustee to remedy the default.

Non-appropriation or moral obligation debt carries the name of the Commonwealth for the benefit and convenience of other entities within the Commonwealth. This type of indebtedness is a special obligation of the issuer, secured and payable solely from the sources pledged for the payment thereof and does not constitute a debt, liability, obligation or a pledge of the faith and credit of the Commonwealth. The General Assembly does not intend to appropriate any funds to fulfill the financial obligations represented by these types of indebtedness. Some issuers covenant that in the event of a shortfall the issuer will request from the Governor and the General Assembly sufficient amounts to pay debt service. Certain Kentucky Higher Education Student Loan Corporation bonds, Kentucky Housing Corporation Multi-Family conduit bonds, Kentucky Infrastructure Authority Governmental Agencies Program bonds, Kentucky Infrastructure Authority Wastewater and Drinking Water Revolving Fund Revenue bonds, and Kentucky Public Transportation Infrastructure Authority Toll Revenue bonds and bond anticipation notes are not moral obligation debt.

Default Record

The Commonwealth has never defaulted in the payment of principal or interest on its general obligation indebtedness or its project revenue obligations.

**TABLE I
ACTIVE DEBT ISSUING ENTITIES**

<u>ENTITY</u>	<u>STATUTORY AUTHORITY/PURPOSE</u>	<u>DEBT LIMITATIONS</u>	<u>RATINGS</u> ¹
State Property and Buildings Commission (“SPBC”)	KRS 56.450 Provide financing for capital construction projects and financing programs approved by the General Assembly.	Cannot incur debt without prior approval of projects and appropriation of debt service by General Assembly.	A1/A/AA-/A+
Kentucky Asset/Liability Commission (“ALCo”)	KRS 56.860 Provide financing of capital projects and cash flow borrowings to meet working capital needs of the Commonwealth.	Cannot incur debt without prior approval of projects and appropriation of debt service by General Assembly, exclusive of cash flow borrowings within a fiscal year.	Varies
Turnpike Authority of Kentucky (“TAK”)	KRS 175.410-175.990 Construct, maintain, repair, and operate Turnpike projects, resource recovery roads and economic development roads.	Cannot incur debt without prior approval of projects and appropriation of debt service by General Assembly	Aa3/A/AA-/AA-
The State Universities (consisting of nine)	KRS 56.495 Construct educational buildings and housing and dining facilities.	Cannot incur debt without prior approval of projects and appropriation of debt service by General Assembly.	Varies
Kentucky Housing Corporation (“KHC”)	KRS 198A Make low interest mortgage loans and construction loans to increase the supply of housing for low to moderate income residents of the Commonwealth.	Limited to \$5.0 billion of debt outstanding.	Aaa/AAA/NR/NR
Kentucky Infrastructure Authority (“KIA”)	KRS 224A Provide financial assistance to local governments for the construction or refinancing of infrastructure facilities and to provide loans to industries for construction of pollution control facilities.	Revolving Fund programs cannot incur debt without appropriation of debt service by the General Assembly. Without legislative approval, other programs are limited to debt outstanding of \$500 million.	Aaa/AAA/AAA/NR
Kentucky Higher Education Student Loan Corporation (“KHESLC”)	KRS 164A Finances, makes and administers loans to fund and refinance costs to attend education institutions as permitted by the Commonwealth.	Limited to \$5.0 billion of debt outstanding.	Varies
School Facilities Construction Commission (“SFCC”)	KRS 157.611-157.665 Assist local school districts with the financing and construction of school buildings. Finance the construction of vocational education facilities.	Cannot incur debt without appropriation of debt service by General Assembly.	A1/NR/NR/NR
Kentucky Economic Development Finance Authority (“KEDFA”)	KRS 154 Issue industrial revenue bonds on behalf of industries, hospitals, and commercial enterprises in the state. Provide low interest loans to developing businesses. Provide financing and tax credits to manufacturing entities expanding or locating facilities in the Commonwealth.	None.	Varies
Kentucky Public Transportation Infrastructure Authority (“KPTIA”)	KRS 175B.005-175B.115 Facilitate construction, financing, operation, and oversight of significant transportation projects within the Commonwealth by entering into bi-state agreements and by creating bi-state authorities and project authorities.	Cannot incur debt without prior approval of projects by General Assembly.	Baa2/NR/BBB+/NR

¹ As of May 30, 2024. Ratings, where applicable, include Moody’s, Standard & Poor’s, Fitch, and Krill. Certain State Property and Buildings Commission Agency and Road Fund Revenue Bonds may have ratings different from those identified above. The above table is exclusive of any rating associated with any bond insurance policy associated with any entity identified above or a bond or other obligation issued or incurred by any such entity.

Following are recent ratings for the referenced issuer or obligations; this is not a comprehensive history of all rating changes:

State Property and Buildings Commission

- On May 11, 2023, Fitch Ratings upgraded the Commonwealth issuer credit rating to “AA” from “AA-” and its rating on the Commonwealth’s appropriation debt to “AA-” from “A+”. At the same time, Fitch raised its rating on debt backed by the Commonwealth state intercept programs for schools and universities to “AA-” from “A+”.
- On June 29, 2023, S&P upgraded the Commonwealth’s issuer credit rating to “A+” from “A” and its rating on the Commonwealth’s appropriation-backed debt to “A” from “A-”. At the same time, S&P upgraded its rating on the Commonwealth’s appropriation-backed lease debt from the Administrative Office of the Courts to “A-” from “BBB+” and its long-term rating on certain issues linked to the state intercept programs for schools and universities to “A” from “A-”.

Turnpike Authority of Kentucky

- On August 23, 2021, Krill assigned a rating of “AA-” to the Turnpike Authority of Kentucky. The outlook is stable.
- On May 11, 2023, Fitch Ratings upgraded the Turnpike Authority of Kentucky’s Road Fund appropriation-supported obligations to “AA-” from “A+”.
- On June 28, 2023, S&P upgraded the Turnpike Authority of Kentucky’s Road Fund appropriation-supported obligations to “A” from “A-”.

Kentucky Infrastructure Authority

- The Kentucky Infrastructure Authority’s Governmental Agencies Program Revenue Bonds are rated “AA+” by Standard & Poor’s and are backed by the loans of the borrowers. The Kentucky Infrastructure Authority’s Wastewater and Drinking Water Revolving Fund Revenue Bonds are rated “Aaa/AAA/AAA” by Moody’s, Standard & Poor’s and Fitch, respectively.

Kentucky Asset/Liability Commission – GARVEEs

- On May 11, 2023, Fitch upgraded certain GARVEEs issued by the Kentucky Asset/Liability Commission, backed by appropriations from the Federal Highway Trust Fund to “AA-” from “A+”.

Kentucky Public Transportation Infrastructure Authority

- On April 17, 2024, Fitch upgraded the rating on the Kentucky Public Transportation Infrastructure Authority’s First Tier Revenue Bonds and Transportation Infrastructure Finance and Innovation Act Loan to “BBB+” from “BBB”.
- On March 30, 2021, Moody’s upgraded the rating on the Kentucky Public Transportation Infrastructure Authority’s First Tier Revenue Bonds and Transportation Infrastructure Finance and Innovation Act Loan to “Baa2” from “Baa3”.

APPENDIX B

SUMMARY OF PRIOR BUILD AMERICA BONDS

The outstanding Economic Development Road Revenue Bonds (Revitalization Projects), 2010 Series B (Federally Taxable – Build America Bonds – Direct Payment to the Authority), dated June 25, 2010, maturing on the dates and in the amounts and bearing interest at the rates set forth below:

Maturity Date	Principal Amount	Interest Rate	CUSIP
July 1, 2025*	\$17,295,000	5.244%	491552 UY9
July 1, 2030*	\$96,625,000	5.722%	491552 UZ6

*Term Bonds

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX C

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

The following statements are brief summaries of certain provisions of the Indenture, the Lease and the Agreement relating to the Bonds, not summarized elsewhere in this Official Statement. Such statements do not purport to be complete and reference is made to the Indenture, the Lease and the Agreement for the full text thereof.

CERTAIN DEFINITIONS

Certain capitalized terms used in this Official Statement will have the following meanings. Capitalized terms used and not otherwise defined in this Official Statement will have the meanings given them in the Indenture, the Lease and the Agreement.

“Act” means Chapter 175 of the *Kentucky Revised Statutes*, as amended from time to time.

“Adjusted Revenue” has the meaning given it under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS — Restrictions on Future Financings” in this Official Statement.

“Agreement” means the Economic Development Road Revenue Revitalization Project Agreement dated as of October 1, 1990, made and entered into by the Authority and the Transportation Cabinet, as supplemented.

“ALCo” means the Kentucky Asset/Liability Commission.

“Amortization Requirement” for any Fiscal Year means the amount required for such Fiscal Year for the payment of the principal of specified Outstanding Term Bonds, plus the premium, if any, on such principal amount of Outstanding Term Bonds, which would be payable during such Fiscal Year for the redemption or payment at maturity of such principal amount of Outstanding Term Bonds.

“Appreciated Value” will have the meaning given it in the Indenture.

“Authority” means The Turnpike Authority of Kentucky, a de jure municipal corporation and political subdivision of the Commonwealth, and any successor or successors to the Authority.

“Biennial Term” means the two-year fiscal period of the Commonwealth, commencing on the first day of July in an even-numbered calendar year and ending on the last day of June of the next ensuing even-numbered calendar year.

“Bond Fund” means the Kentucky Economic Development Road Bond Fund (Revitalization Projects) established by the Indenture, including the four accounts therein, namely, “Capitalized Interest Account,” “Bond Service Account,” “Redemption Account” and “Rebate Account”, described under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS — Flow of Funds” in this Official Statement.

“Bonds” means all economic development road revenue bonds, and all economic development road revenue refunding bonds at any time issued under the Indenture, including The Turnpike Authority of Kentucky Economic Development Road Revenue Refunding Bonds (Revitalization Projects) 2024 Series A.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the Treasury Regulations promulgated thereunder.

“Construction Fund” means the Kentucky Economic Development Road Construction Fund (Revitalization Projects), established by the Indenture.

“Cost” or “Costs,” as applied to the System or any Revitalization Project, includes without limitation, the costs of construction of Revitalization Projects and all obligations and expenses and all items of cost set forth in the Indenture.

“Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the Authority and related to the authorization, sale and issuance of Bonds, as further described in the Indenture.

“Current Interest Bonds” means any Bonds the interest on which is paid currently on Interest Payment Dates.

“Defeased Municipal Obligations” means obligations of state or local governments or obligations of public authorities or agencies which are rated in the highest rating category by Standard & Poor’s or Moody’s and provisions for payment of which have been made by deposit of monies or Government Obligations with a trustee or escrow agent for the benefit of holders of such Defeased Municipal Obligations.

“Depository” means one or more banks or trust companies, which may include the Trustee, designated by the Authority as a depository of monies under the provisions of the Indenture and which, for the Construction Fund, includes the Treasury of the Commonwealth.

“Economic Development Road Account” means the account of that name in the Road Fund of the Commonwealth established pursuant to Section 175.810 of the *Kentucky Revised Statutes*, or any successor account thereto.

“Eighteenth Supplemental Agreement” means the agreement dated as of November 1, 2016, by and between the Transportation Cabinet and the Authority, amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to coverage of the Lease.

“Eighteenth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“Eighth Supplemental Agreement” means the agreement amending the Agreement to provide for the coverage of the Lease.

“Eighth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“Eleventh Supplemental Agreement” means the agreement amending the Agreement to provide for the coverage of the Lease.

“Eleventh Supplemental Lease” means the lease amending the Lease to provide for the modification of rental projects under the Lease.

“Fifteenth Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Fifteenth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental projects under the Lease.

“Fifth Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Fifth Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Financing/Fourth Supplemental Lease Agreement” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Financing/Seventh Supplemental Lease Agreement” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“First Amendment to Financing/Fourth Supplemental Lease Agreement” means the amendment to the Financing/Fourth Supplemental Lease Agreement modifying the rental payments under the Lease.

“First Amendment to Financing/Tenth Supplemental Lease Agreement” means the amendment to the Financing/Tenth Supplemental Lease Agreement modifying the rental payments under the Lease.

“First Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“First Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Fiscal Year” means the period commencing on the first day of July of any calendar year and ending on the last day of June of the following calendar year.

“Fourteenth Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Fourteenth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental projects under the Lease.

“Fourth Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Government Obligations” means (a) direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States of America; (b) certificates, depositary receipts or other instruments which evidence a direct ownership interest in obligations described in clause (a) above or in any specific interest or principal payments due in respect thereof; provided, however, that the custodian of such obligations or specific interest or principal portions must be a Qualified Financial Institution; and (c) Defeased Municipal Obligations.

“Interest Payment Date” means January 1 and July 1 of each year, commencing January 1, 2025.

“Lease” means the Economic Development Road Revenue Revitalization Project Lease dated as of October 1, 1990 between the Authority and the Transportation Cabinet, as supplemented.

“Maximum Annual Debt Service” has the meaning given it under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS — Restrictions on Future Financings” in this Official Statement.

“Nineteenth Supplemental Agreement” means the agreement dated as of July 1, 2017, by and between the Transportation Cabinet and the Authority, amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to coverage of the Lease.

“Nineteenth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“Ninth Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Ninth Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Outstanding” when used in reference to the Bonds, means, as of any particular date, the aggregate of all Bonds authenticated and delivered hereunder except:

- (a) those cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;
- (b) those deemed to be paid under the Indenture;
- (c) those deemed to be purchased in accordance with any agreement with a Tender Agent or Remarketing Agent; and
- (d) those in lieu of or in exchange or substitution for which other Bonds have been authenticated and delivered under the Indenture.

“Permitted Investments” means (a) obligations, and contracts for future delivery of obligations, backed by the full faith and credit of the United States or a United States government agency, or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (a); (b) obligations of any corporation of the United States Government; (c) collateralized or uncollateralized certificates of deposit, issued by banks rated in one of the three highest categories by a nationally-recognized rating agency or other interest-bearing accounts in depository institutions chartered by the Commonwealth or by the United States, except for shares in mutual savings banks; (d) bankers acceptances for banks rated in one of the three highest categories by a nationally-recognized rating agency; (e) commercial paper rated in the highest category by a nationally-recognized rating agency; (f) securities issued by a state or local government, or any instrumentality or agency thereof, in the United States, and rated in one of the three highest categories by a nationally-recognized rating agency; (g) repurchase agreements for obligations described in (a) through (f) above, provided that the entity which agrees to repurchase such obligations from the Authority must be a Qualified Financial Institution or a government bond dealer reporting to, trading with and recognized as a primary dealer by a Federal Reserve Bank, in any case with a capital and surplus aggregating at least \$100,000,000, and provided that the agreement provides for the Authority to be secured by such obligations with a market value at least equal to the repurchase amount; and (h) any other investment permitted by Kentucky Revised Statute 42.500, as amended from time to time.

“Revenue Fund” means the Kentucky Economic Development Road Revenue Fund (Revitalization Projects) established by the Indenture, described under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS -- Flow of Funds” in this Official Statement.

“Revenues” means all rental, moneys and any other revenues, and, during such times as the Lease is not in effect, motor fuel taxes and surtaxes derived from motor fuels consumed on the System not directed by law or previous binding contract to be applied to uses other than payment on the Bonds, and any other revenues, all as derived from time to time by the Authority from its ownership or operation of the System which can be legally applied to the payment of the Bonds.

“Second Amendment to Financing/Tenth Supplemental Lease Agreement” means the second amendment to the Financing/Tenth Supplemental Lease Agreement modifying the rental payments under the Lease.

“Second Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Second Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Serial Bonds” means the Bonds so designated in a Series Resolution.

“Series” means all Bonds authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rates or other provisions.

“Series Resolution” means the resolution of the Authority authorizing the issuance of a particular series of Bonds, including any resolution supplemental thereto.

“Seventeenth Supplemental Agreement” means the Agreement dated as of April 1, 2016, by and between the Transportation Cabinet and the Authority, amended the Agreement to provide for, *inter alia*, the transfer of certain economic development road projects to coverage of the Lease.

“Seventeenth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“Seventh Supplemental Agreement” means the agreement amending the Agreement to provide for the coverage of the Lease.

“Short Term Rate” means an interest rate on a Bond that varies from period to period during the term of the Bonds, which Bond may or may not be subject to a Put, and which may include an interest rate fixed for a period of time less than the term of the Bond, all as designated in the resolution pursuant to which such Bonds are issued.

“Sixteenth Supplemental Agreement” means the Agreement dated as of July 1, 2015, by and between the Transportation Cabinet and the Authority, amended the Agreement to provide for, *inter alia*, the transfer of certain economic development road projects to coverage of the Lease.

“Sixteenth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“Sixth Supplemental Agreement” means the agreement amending the Agreement to provide for the coverage of the Lease.

“Sixth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“SPBC” means the State Property and Buildings Commission.

“State Investment Commission” or “SIC” means the Investment Commission of the Commonwealth or, if the Investment Commission shall be abolished, the department, board, body or commission succeeding to the principal functions thereto or to whom the powers given by *Kentucky Revised Statutes* Section 42.500, as amended from time to time, to the Investment Commission shall be transferred by law.

“System” means that portion of the Kentucky Economic Development Road System within the meaning of the Act consisting of all the Revitalization Projects funded under the Indenture.

“Tenth Supplemental Agreement” means the Financing/Tenth Supplemental Lease Agreement, dated as of September 1, 2007, by and among ALCo, the Finance and Administration Cabinet of the Commonwealth and the Authority.

“Tenth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“Term Bonds” means the Bonds so designated in a Series Resolution.

“Third Supplemental Agreement” means the agreement amending the Agreement to provide for, *inter alia*, the transfer of certain economic development road projects to the coverage of the Lease.

“Third Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Thirteenth Supplemental Agreement” means the Agreement dated as of March 1, 2012, by and among The Transportation Cabinet and the Authority, amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Thirteenth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental projects under the Lease.

“Transportation Cabinet” means the Transportation Cabinet of the Commonwealth or if the Transportation Cabinet is abolished, the department, board, body or commission succeeding principal functions thereof or to whom the powers given by the Act to the Transportation Cabinet are transferred by law.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., as successor trustee to J.P. Morgan Trust Company, National Association, as trustee under the Indenture, and any successor Trustee appointed pursuant to the Indenture.

“Twelfth Supplemental Agreement” means the Agreement dated as of April 1, 2011, by and among The Transportation Cabinet and the Authority, amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Twelfth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental projects under the Lease.

“Twentieth Supplemental Agreement” means the agreement dated as of September 1, 2021, by and between the Transportation Cabinet and the Authority, amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to coverage of the Lease.

“Twentieth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“Twenty-First Supplemental Agreement” means the agreement dated as of October 1, 2022, by and between the Transportation Cabinet and the Authority, amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to coverage of the Lease.

“Twenty-First Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“Twenty-Second Supplemental Agreement” means the agreement dated as of June 1, 2024, by and between the Transportation Cabinet and the Authority, amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to coverage of the Lease.

“Twenty-Second Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

THE TRUST INDENTURE

Ownership of Bonds

Any registered owner of any Bond is granted power to transfer absolute title thereto, by assignment thereof before maturity of such Bond, to a bona fide purchaser, for value (present or antecedent) without notice of prior defeasances or equities or claims of ownership enforceable against his assignor or any person in the chain of title. Every prior holder or owner of any Bond will be deemed to have waived and renounced all its right therein in favor of every such bona fide purchaser, and every such bona fide purchaser will acquire absolute title thereto and to all

rights represented thereby. Registration of transfer of ownership of Bonds is accomplished as described under the caption “DESCRIPTION OF BONDS — Transfer and Exchange” in this Official Statement.

Mutilated, Destroyed or Lost Bonds

In case any Bond secured under the Indenture becomes mutilated or is destroyed or lost, the Authority or any designated officer of the Authority will cause to be executed, and the Trustee will authenticate and deliver, a new Bond of the date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the holder’s paying the reasonable expenses and charges of the Authority and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, his filing with the Trustee evidence satisfactory to it and to the Authority that such Bond was destroyed or lost, and of his ownership thereof, and furnishing the Authority and the Trustee indemnity satisfactory to them.

Credits Against Amortization Requirements

At its option, to be exercised by written notice to the Trustee on or before the 60th day preceding any Interest Payment Date on which an Amortization Requirement is due, the Authority may (i) deliver to the Trustee for cancellation, Bonds of the maturity which is subject to such Amortization Requirement, in any aggregate principal amount desired, or (ii) receive credit for any Bonds of the maturity which is subject to such Amortization Requirement which prior to said date have been redeemed (otherwise than through an Amortization Requirement) or purchased and cancelled by the Trustee and not theretofore applied as a credit against the Amortization Requirements for such maturity of Bonds. Each Bond delivered or previously redeemed or purchased as described above will be credited by the Trustee at the principal amount thereof against any Amortization Requirement for such maturity of Bonds as the Authority in its discretion may deem proper, and on the date such Amortization Requirement for such maturity of Bonds is payable, such Amortization Requirement shall be correspondingly reduced.

Construction Fund

All payment of costs of the Revitalization Projects are to be made from the Construction Fund established under the Indenture. When any payment of the cost of Revitalization Projects is made from the Construction Fund, the Authority is required to file with the State Treasurer, with a copy to the Trustee, a warrant in the form required by the Indenture. The Indenture provides for the creation of a fund to be used by the Authority for the payment of items of cost and expenses in connection with the construction of the Revitalization Projects which cannot conveniently be paid upon requisition. The fund is deemed a part of the Construction Fund and will be reimbursed from other monies in the Construction Fund upon requisition of the Authority. No amounts are to be paid from the Construction Fund during the time the Lease is not in effect.

Upon certification of completion of construction of the Revitalization projects in respect to which the Bonds have been issued and the payment of all costs or the making of provision therefor, any balance in the Construction Fund, including any revolving fund, will be transferred to the Bond Service Account.

Revenue Fund

The Authority covenants that it will cause all rentals paid by the Transportation Cabinet to the Authority under the Lease to be deposited in the Revenue Fund.

If and so long as the Lease shall be in effect, the Trustee shall make withdrawals from the Revenue Fund to the extent monies are available therein and, not later than the Interest Payment Date, shall make deposits to the credit of the accounts described under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS — Flow of Funds” in this Official Statement.

Bond Fund

Capitalized Interest Account. On or prior to each Interest Payment Date for Bonds of which any interest has been capitalized, the Trustee will transfer from the Capitalized Interest Account to the Bond Service Account the

amounts which, when added to the amount, if any, which has otherwise been deposited from the proceeds of the Series of Bonds, will equal the amount required to pay the interest to become due and payable on such Bonds on such Interest Payment Date.

Bond Service Account. On each Interest Payment Date, the Trustee will apply amounts on deposit in the Bond Service Account to pay principal and interest on the Bonds, including any Amortization Requirement, or to reimburse the obligor under any Credit Facility for amounts paid under the Credit Facility to pay such principal and interest.

Redemption Account. Monies held for the credit of the Redemption Account will be applied to the retirement of Bonds as follows:

(a) The Trustee, pursuant to the direction of the Authority, will endeavor to purchase Bonds or portions of Bonds Outstanding, whether or not such Bonds or portions thereof are then subject to redemption, at the most advantageous price obtainable with reasonable diligence, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the holder of such Bonds under the provisions of the Series Resolutions pursuant to which such Bonds were issued, if such Bonds or portions of Bonds were called for redemption on such date. No such purchase will be made by the Trustee within the period of 60 days preceding any Interest Payment Date on which such Bonds are subject to redemption.

(b) The Trustee will call for redemption on each date on which Bonds are subject to redemption from monies in the Redemption Account such amount of Bonds or portions of Bonds then subject to redemption; provided that not less than \$100,000 principal amount of Bonds may be called for redemption at any one time unless the Authority otherwise directs; and provided further that any monies in the Redemption Account 15 days prior to any redemption date which are not to be used to redeem Bonds on the following redemption date will be transferred to the Bond Service Account to be applied to the payment of principal of and interest on Bonds on the next Interest Payment Date. Any monies in the Redemption Account on the second Interest Payment Date following the deposit of such monies thereto which are not to be used to redeem Bonds on such date will be transferred to the Bond Service Account and applied to pay principal and interest on Bonds payable on such date.

Rebate Account. For all Bonds other than taxable Bonds; the Trustee will make deposits into and payments from the Rebate Account at such times and in such manner as provided in the rebate agreement to be entered into between the Trustee and the Authority applicable to each Series of Bonds.

Depositary

Except as otherwise provided in the Indenture, all monies received by the Authority under the provisions of the Indenture and all obligations purchased as an investment of such monies required by the Indenture to be held or maintained by the Trustee may be deposited by the Trustee in one or more Depositaries and at the direction of the Authority must be deposited in one or more Depositaries in such amounts as the Authority, with the concurrence of the State Investment Commission, directs consistent with the Indenture. All monies and investments deposited under the provisions of the Indenture with the Trustee or any other Depositary will be held in trust and applied only in accordance with the provisions of the Indenture and will not be subject to lien or attachment by any creditor of the Authority.

Investments

Monies held in the Revenue Fund, Bond Service Account, the Capitalized Interest Account, the Redemption Account and the Rebate Account of the Bond Fund are to be invested and reinvested, in accordance with the direction of the State Investment Commission, in Permitted Investments which mature, or which are subject to redemption by the holder thereof at the option of such holder, not later than the respective dates when the money held for the credit of said accounts will be required for the purposes intended.

To the extent permitted by law, monies held for the credit of the Construction Fund, excluding the money set aside as provided in the Indenture, are also to be invested and reinvested, in accordance with the direction of the State Investment Commission, in Permitted Investments.

Obligations so purchased as an investment of monies in any such Fund or Account will be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and any profit realized from such investment will be credited to such Fund or Account, and any loss resulting from such investment will be charged to such Fund or Account. The Trustee is to sell at the best price reasonably obtainable or present for redemption any obligation so purchased whenever it is necessary in order to provide money to meet any payment or transfer from such Fund or Account. Neither the Trustee nor the Authority will be liable or responsible for any loss resulting from any such investment.

Arbitrage Covenant

The Authority has covenanted not to permit the proceeds of the Bonds or any other fund of the Authority to be used in such manner as to constitute any such bond an “arbitrage bond” as that term is defined in Section 148 of the Code.

Other Covenants of the Authority

The Authority covenants in the Indenture that at all times while any Bonds are Outstanding, it will require the Transportation Cabinet to bear, except to the extent that such cost is paid by the Transportation Cabinet to the Authority pursuant to the Lease, all costs of maintenance, repair and operation of the System as public highways provided for the use of the Commonwealth, pursuant to the provisions of the Act and as provided in the Agreement.

The Authority covenants and agrees that it will not take any action or do anything which may result in the termination or cancellation of the Lease or in a failure of renewal of the Lease other than as may be provided therein; and that it will not enter into any supplement to the Lease or the Agreement except as may be provided therein.

The Authority covenants that it will not create or suffer to be created any lien or charge upon the rentals payable under the Lease or, if the Lease is not in effect for any period, upon the motor fuels taxes or surtaxes derived from motor fuel consumed on the System during such period, superior or equal to the lien and charge of and in favor of the Bonds; and that it will cause to be paid or otherwise discharged certain claims against the Revitalization Projects unless such claims are being contested in good faith.

The Authority has covenanted not to expend proceeds of the Bonds on any express highway or superhighway or part of parts thereof originally constructed as a “turnpike project” or a “resource recovery road project,” as defined in the Act, unless the authority to do so has been established by amendment of the Act or other legislation or by a final decision (including a decision not to review a lower decision) of the highest court of the Commonwealth.

The Authority has covenanted to keep or cause to be kept records of the total cost and the total length, in miles, of the Revitalization Projects constructed with all or a portion of the proceeds of a Series of Bonds and that, if the Lease is not in effect for any period, to keep or cause to be kept accurate records and accounts of the motor fuel taxes and surtaxes derived from motor fuel consumed on the System and received from the Commonwealth and the application of such motor fuel taxes and surtaxes. Such records will be open at all reasonable times to the inspection of the Trustee and the bondholders and their agents and representatives. The Authority also covenants to cause certain audits to be made of the funds and accounts under the Indenture pledged to the payment of the Bonds.

The Authority has covenanted that it will not sell, lease or otherwise dispose of or encumber the System or any part thereof, except as otherwise provided in the Indenture and the Lease.

Arrearages

In case the time for payments of interest on any Bond is extended, whether or not such extension is with the consent of the Authority, such interest so extended will not be entitled in case of default under the Indenture to the

benefit or security of the Indenture except subject to the prior payment in full of the principal of all Outstanding Bonds and interest the time for the payment of which has not been extended.

Events of Default

Each of the following events is an event of default under the Indenture:

(a) if payment of the principal of, redemption premium, if any, on, and Amortization Requirement for, any of the Bonds is not made when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) if payment of any installment of interest on any of the Bonds shall not be made when the same becomes due and payable; or

(c) if the Authority shall for any reason be rendered incapable of fulfilling its obligations under the Indenture; or

(d) failure to pay an amount due in respect of a put of any Bond when such amount has become due and payable; or

(e) certain events required by an obligor of a Credit Facility described in a Series Resolution pursuant to which the Series of Bonds secured by said Credit Facility were issued, including, without limitation, the occurrence of an event of default under any reimbursement agreement pursuant to which the Credit Facility is issued or failure to reinstate the Credit Facility following a drawing thereon to pay such Series of Bonds; or

(f) if final judgment for the payment of money is rendered against the Authority as a result of the ownership, control or operation of the System and any such judgment shall not be discharged within 60 days from the entry thereof or an appeal is not taken therefrom or from the order, decree or process upon which or pursuant to which such judgment has been granted or entered, in such manner as to stay the execution of a levy under such judgment, order, decree or process or the enforcement thereof; or

(g) if any proceeding is instituted by the Authority pursuant to the federal bankruptcy code or any federal or state statute for the purpose of adjusting the claims of creditors of the Authority or of entities such as the Authority, if claims of the Authority's creditors are under any circumstances payable from the revenues of the System; or

(h) if the Authority defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or the Indenture on the part of the Authority to be performed; provided that no such default will constitute an event of default until written notice thereof has been given to the Authority by the Trustee (which may give such notice in its discretion and shall give notice at the written request of the holders of not less than 10% in principal amount of the Outstanding Bonds) and the Authority shall have had 60 days after receipt of such notice to correct such default or cause the same to be corrected and shall not have corrected such default or caused the same to be corrected within such period; and provided further that if the default is such that it cannot be corrected within such period, it shall not constitute an event of default if action to correct the same is instituted within such period and diligently pursued until default is corrected.

Acceleration

Upon any event of default, except as described in subparagraph (e) above, the Trustee may, and upon the written request of the registered owners of not less than 20% in aggregate principal amount of the Bonds Outstanding must, declare the principal of all of the Bonds Outstanding (if not then due and payable) to be immediately due and payable, anything contained in the Bonds or in the Indenture to the contrary notwithstanding. Upon an event of default described in subparagraph (e) above and the receipt by the Trustee of notice thereof from the obligor under the Credit Facility, the Trustee will make such declaration on the first day on or after its receipt of such notice on which the Trustee may draw on such Credit Facility.

If, at any time after such declaration, but before the entry of a final judgment or decree in any suit, action or proceeding instituted on account of such default or before the completion of the enforcement of any other remedy under the Indenture, sufficient moneys have accumulated in the Bond Fund to pay the principal of all matured Bonds and all arrears of interest, if any, upon all Bonds Outstanding (except the principal of any Bonds not then due by their terms and the interest accrued on such Bonds since the last Interest Payment Date) and provision for payment of amounts due the Trustee and the Authority under the Indenture has been made, and every other default known to the Trustee has been remedied to the satisfaction of the Trustee, the Trustee, with the consent of the obligor under any Credit Facility, may, and upon written request of the registered owners of not less than 20% in aggregate principal amount of the Bonds Outstanding and not then due by their terms and with the consent of the obligor under any Credit Facility, or at the direction of the obligor under any Credit Facility, must, rescind and annul such declaration of acceleration and its consequences. If an event of default described in subparagraph (e) above has occurred and the Trustee thereafter receives notice from the obligor under a Credit Facility that the notice which caused such event of default has been withdrawn and that the amounts available to be drawn on that Credit Facility have been reinstated as provided in the Indenture, such event of default will be deemed waived and its consequences rescinded and annulled and the Trustee will give notice thereof as provided in the Indenture. No such waiver, rescission or annulment will, however, extend to or affect any subsequent default or impair any right consequent thereon.

Enforcement of Remedies

Upon an event of default, the Trustee may proceed, and upon the written request of the registered owners of not less than 10% in aggregate principal amount of the Bonds Outstanding or the written request of the obligor under any Credit Facility must proceed, subject to the provisions of the Indenture, to protect and enforce its rights and the rights of the bondholders under the laws of the Commonwealth and under the Indenture by any such action as the Trustee, being advised by counsel, may deem most effectual to protect and enforce such rights.

Majority of Bondholders May Control Proceedings

Anything in the Indenture to the contrary notwithstanding, the registered owners of not less than a majority in principal amount of the Bonds Outstanding have the right, subject and pursuant to the provisions of the Indenture, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee, provided that such direction may not be otherwise than in accordance with law and the provisions of the Indenture.

Restrictions Upon Actions by Individual Bondholders

No holder of any of Bonds has any right to institute any suit, action or proceeding in equity or at law on any Bond or for the execution of any trust under the Indenture or for any other remedy thereunder unless such bondholder has given the Trustee written notice of the event of default giving rise to such action and the registered owners of not less than 10% in aggregate principal amount of the Bonds Outstanding have also made written request of the Trustee after the right to exercise such powers or rights of action has accrued, and have afforded the Trustee a reasonable opportunity to either proceed or exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its name, and unless also the Trustee has been offered reasonable security and indemnity as provided in the Indenture, and the Trustee has refused or neglected to comply with such request within a reasonable time; such notification, request and offer of indemnity being in every case, at the Trustee's option, conditions precedent to the execution of the powers and trusts of the Indenture or any other remedy thereunder. Notwithstanding the foregoing, however, the owners of not less than 20% in aggregate principal amount of the Bonds Outstanding may institute any such suit, action or proceeding in their own names for the benefit of all owners of Bonds Outstanding.

The Indenture provides that except as described above, no one or more owners of Bonds has any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture, or to enforce any right thereunder, except as therein provided, all proceedings at law or in equity must be instituted, had and maintained as provided in the Indenture and for the benefit of all owners of Outstanding Bonds, and any individual right of action or other right given to one or more of such owners by law are restricted by the Indenture to the rights and remedies therein provided.

The Trustee

The Trustee has accepted and agreed to execute the trusts imposed upon it by the Indenture, but only upon the terms and conditions set forth in such Indenture. Subject to the provisions of any contract between the Authority and the Trustee relating to the Trustee's fees and expenses and those of the Trustee's counsel, the Authority will pay, from the Revenues, the Trustee's reasonable fees and expenses and those of the Trustee's counsel for all services performed by it under the Indenture. If the Authority fails to make any payments so required by the Indenture, the Trustee may make such payment from any moneys in its possession under the Indenture, and is entitled to a preference therefor, over any of the Bonds Outstanding under the Indenture.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Authority and executed by the holders of not less than 20% of the aggregate principal amount of the Bonds Outstanding; provided that if, prior to the date on which such removal is stated to take effect an instrument or concurrent instruments in writing objecting to the removal of the Trustee are filed with the Authority and executed by the owners of a greater aggregate principal amount of the Bonds Outstanding than those executing the removal instrument, such removal instrument will be ineffective. The Trustee may resign and thereby become discharged from the trusts created pursuant to the Indenture by notice in writing given to the Authority and to all registered owners of Bonds as provided in the Indenture. No such removal or resignation of the Trustee pursuant to the Indenture will become effective, however, until the appointment and acceptance of a successor Trustee.

The Trustee is under no obligation to institute any suit, take any remedial proceeding, enter an appearance in or defend any suit or take steps in the execution of trusts or enforcement of rights and powers until indemnified to its satisfaction as provided in the Indenture, but the Trustee may so act without such indemnity and be reimbursed either by the Authority or from money under the Indenture.

Modification of the Indenture

The Authority and the Trustee may enter into supplemental trust indentures:

- (a) to cure any ambiguity or formal defect or omission in the Indenture or in any supplemental trust indenture,
- (b) to grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders or the Trustee,
- (c) to add to the covenants and agreements of the Authority in the Indenture other covenants and agreements to be observed by the Authority that are not contrary to or inconsistent with the Indenture,
- (d) to add to the limitations and restrictions in the Indenture other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with the Indenture,
- (e) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Indenture of the Revenues or of any other money, securities or funds,
- (f) to modify any of the provisions of the Indenture, in any other respect whatever, provided that such modification is, and is expressed to be, effective only after all Bonds of each Series Outstanding at the date of such supplemental indenture cease to be Outstanding,
- (g) to make any changes or modifications of the Indenture or amendments, additions or deletions which may be required to permit the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or laws analogous thereto applicable to bonds issued by governmental bodies, or
- (h) to make any other change which, in the opinion of the Authority and the Trustee, is not detrimental to the interests of the bondholders.

In addition, the Indenture may be modified, altered, amended, added to or rescinded in any particular from time to time with the consent of the holders of not less than two-thirds of the aggregate principal amount of the Bonds Outstanding (and if a Credit Facility is then in effect, the consent of the obligor thereunder is also required), provided that no modification, alteration, amendment, addition or recession may permit (a) an extension of the maturity of the principal of or the interest on any Bond issued under the Indenture, or (b) a reduction in the principal amount of any Bond, the rate of interest or redemption premium thereon, or (c) the creation of alien upon or pledge of Revenues superior to, or on a parity with the lien and pledge created by the Indenture, or a release of the lien and pledge created by the Indenture except as otherwise provided therein, or (d) the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, except as may be provided in connection with the issuance of any Series of subordinated Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If the owners of not less than two-thirds in aggregate principal amount of the Bonds Outstanding at the time of execution of any supplemental indenture have consented to and approved the execution thereof as provided in the Indenture, no bondholder will have any right to object to the execution of such supplemental indenture or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

Defeasance

Any Bonds will, prior to the maturity or redemption date therefor, be deemed to have been paid and to be no longer Outstanding under the provisions of the Indenture if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority has given to the Trustee irrevocable instructions to give notice of redemption on said date of such Bonds in accordance with the Indenture, (b) there has been deposited with the Trustee other money in an amount which will be sufficient, or Government Obligations the principal of and the interest on which, when due, will provide moneys which together with the money, if any, deposited with the Trustee at the same time, will be sufficient, to pay when due the principal and the interest and premium, if any, so due and payable on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bonds are not by their terms subject to redemption within the succeeding 60 days, the Authority has given the Trustee in form satisfactory to it irrevocable instructions to give, in accordance with the Indenture and as soon as practicable, notice to holders of such Bonds that the deposit described in (b) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture and stating such maturity or redemption date upon which money is to be available for the payment of the principal and the interest and the premium, if any, so due and payable on said Bonds.

THE LEASE

Initial Term; Renewal

The initial term of the Lease was from October 1, 1990 to and including June 30, 1992 and it has been renewed for succeeding terms, currently ending June 30, 2026. The Lease is renewable for successive biennial terms at the option of the Transportation Cabinet. The option to renew will be deemed to have been automatically exercised for each succeeding biennial term, effective on the first day thereof, unless the Authority shall receive written notice of the Transportation Cabinet's election not to renew the Lease prior to the close of business on the last working day in April immediately preceding the beginning of such succeeding biennial term. The Lease is renewable for successive biennial terms, one at a time, until all Bonds have been paid or deemed to have been paid in accordance with the Indenture.

Rentals

Rentals are payable at the times of and in such amounts as may be required to satisfy required deposits to the Bond Service Account of the Bond Fund under the Indenture. Upon the renewal of the Lease for any biennial term the Transportation Cabinet will be bound to pay Lease rentals for such biennial term as a general obligation of the Transportation Cabinet to be paid not only from revenues of the System but also from any other available funds of the Transportation Cabinet not required by law or by previous binding contract to be devoted to other purposes. No

damage to or destruction of the System or any portion thereof will relieve the Transportation Cabinet from any of its obligations under the Lease.

The Transportation Cabinet has covenanted, in accordance with the Act, to certify to the Commissioner of the Department of Revenue prior to October 1 of each Fiscal Year the amount required for payment of amounts due under the Lease during such Fiscal Year. Upon deposit of the amounts certified, the Transportation Cabinet covenants and agrees that said amounts will be applied only to the payment of rentals and for no other purpose, except as otherwise provided in the Lease.

At all times the Lease shall be in effect, the Transportation Cabinet shall have authority to establish and enforce rules and regulations for the use of the System.

Maintenance and Operation of the Economic Development Road System

From and after the date of issuance of the Bonds and for the entire period until all the Bonds issued under the Indenture are paid or deemed to have been paid, the Transportation Cabinet agrees to maintain and operate the System in an efficient and economical manner, maintain the same in good repair and sound operating condition, and make all necessary repairs, renewals and replacements, all at the expense of the Transportation Cabinet, except to the extent that funds for the payment thereof are included in the rentals paid by the Transportation Cabinet to the Authority pursuant to the Lease. The Transportation Cabinet shall have the right, subject to the approval of the Authority, to make additions, improvements and extensions to the System at the expense of the Transportation Cabinet, and any such additions, improvements and extensions to the System will be deemed a part of the System for all purposes of the Agreement and the Lease.

Amendments

The Authority and the Transportation Cabinet may amend or modify the Lease to cure any ambiguity or formal defect or omission, or to modify the rentals payable thereunder by reason of the issuance of another Series of Bonds. The Lease may be modified, altered, amended, added to or rescinded in any particular from time to time with the consent of the holders of not less than two-thirds of the aggregate principal amount of the Bonds Outstanding.

Supplemental Leases

The Lease has been amended by the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease, the Financing/Fourth Supplemental Lease Agreement, the Fifth Supplemental Lease, the Sixth Supplemental Lease, the Financing/Seventh Supplemental Lease, the Eighth Supplemental Lease, the Ninth Supplemental Lease, the Financing/Tenth Supplemental Lease Agreement, which has been amended by a First Amendment to Financing/Tenth Supplemental Lease Agreement and by a Second Amendment to Financing/Tenth Supplemental Lease Agreement, the Eleventh Supplemental Lease, the Twelfth Supplemental Lease, the Thirteenth Supplemental Lease, the Fourteenth Supplemental Lease, the Fifteenth Supplemental Lease, the Sixteenth Supplemental Lease, the Seventeenth Supplemental Lease, the Eighteenth Supplemental Lease, the Nineteenth Supplemental Lease, the Twentieth Supplemental Lease, the Twenty-First Supplemental Lease, and the Twenty-Second Supplemental Lease as permitted by the Lease. The First Supplemental Lease, Second Supplemental Lease, Third Supplemental Lease, Financing/Fourth Supplemental Lease Agreement, including the First Amendment to Financing/Fourth Supplemental Lease Agreement, Fifth Supplemental Lease, Sixth Supplemental Lease, Financing/Seventh Supplemental Lease, Eighth Supplemental Lease, Ninth Supplemental Lease, Financing/Tenth Supplemental Lease Agreement, which has been amended by a First Amendment to Financing/Tenth Supplemental Lease Agreement and by a Second Amendment to Financing/Tenth Supplemental Lease Agreement, Eleventh Supplemental Lease, Twelfth Supplemental Lease, Thirteenth Supplemental Lease, Fourteenth Supplemental Lease, Fifteenth Supplemental Lease, Sixteenth Supplemental Lease, Seventeenth Supplemental Lease, Eighteenth Supplemental Lease, Nineteenth Supplemental Lease, Twentieth Supplemental Lease, Twenty-First Supplemental Lease, and Twenty-Second Supplemental Lease transfer certain economic development road projects to the Lease and modify the rental payments to provide for payments that are adequate to pay the interest on and principal of the Bonds Outstanding, including the Bonds.

THE AGREEMENT

Construction of the Revitalization Projects

The Transportation Cabinet is to construct the Revitalization Projects on behalf of the Authority. Costs of the Revitalization Projects incurred by the Transportation Cabinet on behalf of the Authority will be paid from the Construction Fund in the manner provided in the Indenture. The Transportation Cabinet is to keep proper records and accounts of all such costs.

Revitalization Projects to be a Public Highway

The Revitalization Projects are to continuously constitute a part of the highway system of the Commonwealth and, upon completion, are always to be open to public traffic.

Cost of Maintenance and Operation of the System

As and from the date of issuance of the Bonds and whether the Lease is renewed or not, the Transportation Cabinet is required to continuously pay all the costs of repairing, maintaining and operating the System until the Bonds are paid or deemed to have been paid in accordance with the Indenture, except to the extent such costs are included in rentals.

Conveyance of the System to the Commonwealth

When all Bonds have been paid or have been deemed paid pursuant to the Indenture, the System will become, without further act, the property of the Commonwealth and will thereafter be maintained by the Transportation Cabinet.

Amendments

The Agreement may not be supplemented, modified or amended without the consent of bondholders then owning two-thirds of the aggregate principal amount of Bonds outstanding, provided that no such consent is required for any supplement, modification or amendment which (a) cures any ambiguity or formal defect or omission in the Agreement and any amendment thereto, or (b) increases the rentals payable under the Lease by reason of the issuance of additional Bonds in order to finance costs of Revitalization Projects.

Supplemental Agreements

The Agreement has been amended by the First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental Agreement, Fifth Supplemental Agreement, Sixth Supplemental Agreement, Seventh Supplemental Agreement, Eighth Supplemental Agreement, Ninth Supplemental Agreement, Tenth Supplemental Agreement, Eleventh Supplemental Agreement, Twelfth Supplemental Agreement, Thirteenth Supplemental Agreement, Fourteenth Supplemental Agreement, Fifteenth Supplemental Agreement, Sixteenth Supplemental Agreement, Seventeenth Supplemental Agreement, Eighteenth Supplemental Agreement, Nineteenth Supplemental Agreement, Twentieth Supplemental Agreement, Twenty-First Supplemental Agreement, and the Twenty-Second Supplemental Agreement, as permitted by the Agreement. The First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental Agreement, Fifth Supplemental Agreement, Sixth Supplemental Agreement, Seventh Supplemental Agreement, Eighth Supplemental Agreement, Ninth Supplemental Agreement, Tenth Supplemental Agreement, Eleventh Supplemental Agreement, Twelfth Supplemental Agreement, Thirteenth Supplemental Agreement, Fourteenth Supplemental Agreement, Fifteenth Supplemental Agreement, Sixteenth Supplemental Agreement, Seventeenth Supplemental Agreement, Eighteenth Supplemental Agreement, Nineteenth Supplemental Agreement, Twentieth Supplemental Agreement, Twenty-First Supplemental Agreement, and the Twenty-Second Supplemental Agreement provide that certain economic development road projects will be transferred to be under the Lease as described under the heading "THE AUTHORITY — Transportation Cabinet Projects Financed by the Authority" in this Official Statement. The First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental

Agreement, Fifth Supplemental Agreement, Sixth Supplemental Agreement, Seventh Supplemental Agreement, Eighth Supplemental Agreement, Ninth Supplemental Agreement, Tenth Supplemental Agreement, Eleventh Supplemental Agreement, Twelfth Supplemental Agreement, Thirteenth Supplemental Agreement, Fourteenth Supplemental Agreement, Fifteenth Supplemental Agreement, Sixteenth Supplemental Agreement, Seventeenth Supplemental Agreement, Eighteenth Supplemental Agreement, Nineteenth Supplemental Agreement, Twentieth Supplemental Agreement, Twenty-First Supplemental Agreement, and Twenty-Second Supplemental Agreement also affirm all covenants made in the Agreement, including the covenant to complete Revitalization Projects.

APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

The Bonds initially will be issued solely in book-entry form to be held in the book-entry-only system maintained by The Depository Trust Company (“DTC”), New York, New York. So long as such book-entry-only system is used, only DTC will receive or have the right to receive physical delivery of Bonds and, except as otherwise provided herein with respect to tenders by Beneficial Owners (as hereinafter defined) of beneficial ownership interests, Beneficial Owners will not be or be considered to be, and will not have any rights as, owners or holders of the Bonds under the Resolution.

The following information about the book-entry-only system applicable to the Bonds has been supplied by DTC. Neither the Authority nor the Trustee makes any representations, warranties or guarantees with respect to its accuracy or completeness.

DTC will act as securities depository for the Bonds. The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of the Bonds and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, 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 Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry-only system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by

arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with bonds held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR ANY BENEFICIAL OWNER OR ANY OTHER PERSON NOT SHOWN ON THE REGISTRATION BOOKS OF THE TRUSTEE AS BEING A HOLDER WITH RESPECT TO: (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (3) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE BONDS; (4) THE DELIVERY BY ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO HOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER.

Each Beneficial Owner for whom a Direct Participant or Indirect Participant acquires an interest in the Bonds, as nominee, may desire to make arrangements with such Direct Participant or Indirect Participant to receive a credit balance in the records of such Direct Participant or Indirect Participant, to have all notices of redemption or other communications to or by DTC which may affect such Beneficial Owner forwarded in writing by such Direct Participant or Indirect Participant, and to have notification made of all debt service payments.

Beneficial Owners may be charged a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation to any transfer or exchange of their interests in the Bonds.

The Authority cannot and does not give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute payments of debt service on the Bonds made to DTC or its nominee as the registered owner, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement.

The information in this APPENDIX D concerning DTC and DTC's book-entry-only system has been obtained from sources that the Authority believes to be reliable, but neither the Authority nor the Underwriters take any responsibility for the accuracy thereof.

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX E

FORM OF OPINION OF BOND COUNSEL FOR THE BONDS

July 9, 2024

The Turnpike Authority of Kentucky
Frankfort, Kentucky

Re: \$109,070,000* The Turnpike Authority of Kentucky Economic Development Road Revenue
Refunding Bonds (Revitalization Projects) 2024 Series A (the “2024 Series A Bonds”)

Ladies and Gentlemen:

The Turnpike Authority of Kentucky (the “Authority”), a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky (the “Commonwealth”), on the date hereof, has issued the above captioned bonds (the “2024 Series A Bonds”). The 2024 Series A Bonds are issued as fully registered bonds without coupons in denominations of \$5,000 or integral multiples thereof.

The 2024 Series A Bonds are dated and mature, and will bear interest at the rates or approximate yields as set forth in the Bond Purchase Agreement, dated June __, 2024 (the “Bond Purchase Agreement”), by and between the Authority and J.P. Morgan Securities LLC, as representative of the underwriters. Interest on the 2024 Series A Bonds will be payable on each January 1 and July 1, beginning January 1, 2025.

The 2024 Series A Bonds are issued under the authority of the Constitution and statutes of the Commonwealth of Kentucky, including particularly Chapter 175 of the Kentucky Revised Statutes, as amended, and under and pursuant to a resolution of the Authority duly adopted on August 28, 1990 and the Bond Resolution adopted by the Authority on May 10, 2024 (together, the “Resolution”) and the Indenture. The Authority and the Transportation Cabinet of the Commonwealth of Kentucky (the “Cabinet”) have entered into an Agreement, dated as of October 1, 1990; a First Supplemental Agreement, dated as of October 1, 1992; a Second Supplemental Agreement, dated as of April 1, 1993; a Third Supplemental Agreement, dated as of April 1, 1995; a Fourth Supplemental Agreement, dated as of April 1, 1999; a Fifth Supplemental Agreement, dated as of February 1, 2001; a Sixth Supplemental Agreement, dated as of March 1, 2001; a Seventh Supplemental Agreement, dated as of May 1, 2004; an Eighth Supplemental Agreement, dated as of April 1, 2005; a Ninth Supplemental Agreement, dated as of March 1, 2006; a Tenth Supplemental Agreement, dated as of September 1, 2007; an Eleventh Supplemental Agreement, dated as of June 1, 2010; a Twelfth Supplemental Agreement, dated as of April 1, 2011; a Thirteenth Supplemental Agreement, dated as of March 1, 2012; a Fourteenth Supplemental Agreement, dated as of September 1, 2013; a Fifteenth Supplemental Agreement, dated as of June 1, 2014; a Sixteenth Supplemental Agreement, dated as of July 1, 2015; a Seventeenth Supplemental Agreement, dated as of April 1, 2016; an Eighteenth Supplemental Agreement, dated as of November 1, 2016; a Nineteenth Supplemental Agreement, dated as of July 1, 2017; a Twentieth Supplemental Agreement, dated as of September 1, 2021; a Twenty-First Supplemental Agreement, dated as of October 1, 2022, and a Twenty-Second Supplemental Agreement, dated as of June 1, 2024 (collectively the “Agreement”) under which the Cabinet agrees to continuously bear, except to the extent such cost is included in rentals under the Lease (hereinafter defined), the cost of maintaining, repairing and operating the System (as defined in the Indenture), for the entire period of years until all bonds issued under the Indenture have been retired. The Authority and the Cabinet have entered into a Lease, dated as of October 1, 1990; a First Supplemental Lease, dated as of October 1, 1992; a Second Supplemental Lease, dated as of April 1, 1993; a Third Supplemental Lease, dated as of April 1, 1995; a Financing/Fourth Supplemental Lease Agreement, dated as of October 1, 1999, which has been amended by a First Amendment to Financing/Fourth Supplemental Lease Agreement, dated as of November 15, 2000; a Fifth Supplemental Lease, dated as of February 1, 2001; a Sixth Supplemental Lease, dated as of March 1, 2001; a Financing/Seventh Supplemental Lease Agreement, dated as of May 1, 2004; an Eighth Supplemental Lease, dated as of April 1, 2005; a Ninth Supplemental Lease, dated

* Preliminary, subject to change.

as of March 1, 2006; a Financing/Tenth Supplemental Lease Agreement, dated as of September 1, 2007, which has been amended by a First Amendment to Financing/Tenth Supplemental Lease Agreement, dated as of August 1, 2008 and by a Second Amendment to Financing/Tenth Supplemental Lease Agreement, dated as of April 1, 2009; an Eleventh Supplemental Lease, dated as of June 1, 2010; a Twelfth Supplemental Lease, dated as of April 1, 2011; a Thirteenth Supplemental Lease, dated as of March 1, 2012; a Fourteenth Supplemental Lease, dated as of September 1, 2013; a Fifteenth Supplemental Lease, dated as of June 1, 2014; a Sixteenth Supplemental Lease, dated as of July 1, 2015; a Seventeenth Supplemental Lease, dated as of April 1, 2016; an Eighteenth Supplemental Lease, dated as of November 1, 2016; a Nineteenth Supplemental Lease, dated as of July 1, 2017; a Twentieth Supplemental Lease, dated as of September 1, 2021; a Twenty-First Supplemental Lease, dated as of October 1, 2022; and a Twenty-Second Supplemental Lease, dated as of June 1, 2024 (collectively the “Lease”) whereby the Authority, as Lessor, leases the System to the Cabinet, as Lessee, for a term extending to and including June 30, 2026, and pursuant to which the Cabinet has the exclusive option to renew the Lease for the next biennial term and for successive biennial terms thereafter until all bonds issued under the Indenture have been retired.

We have examined (i) the Constitution and statutes of the Commonwealth of Kentucky; (ii) certified copies of the proceedings of the Authority authorizing the issuance, sale and delivery of the 2024 Series A Bonds, including the Resolution; (iii) duplicate executed originals of the Indenture, the Agreement and the Lease; (iv) certifications as to incumbency, conditions precedent, signature, litigation, reasonable expectations and other matters, upon which we have relied; and (v) such other records, documents and proceedings as we have considered necessary or appropriate for the purposes of this opinion, including a specimen 2024 Series A Bond.

We have assumed the authenticity of all documents submitted to us as originals, the legal capacity of natural persons and the conformity to the originals of all documents submitted to us as copies. We have assumed that parties other than the Authority and the Transportation Cabinet had the requisite power and authority to enter into and perform all obligations of all documents to which they are parties. We have assumed the due authorization by all requisite action, and the execution and delivery by such other parties of such documents, and the validity and binding effect thereof on such other parties. We have relied for purposes of the opinions set forth below on the representations and warranties made in such documents by all parties thereto.

Based on the foregoing, and in reliance thereon, and on the basis of our examination of such other matters of fact and questions of law as we have deemed relevant in the circumstances, it is our opinion, under the law existing on the date of this opinion, that:

1. The 2024 Series A Bonds have been duly authorized and issued in accordance with the Constitution and statutes of the Commonwealth of Kentucky and constitute valid, special and limited obligations of the Authority.
2. The Resolution has been duly adopted by the Authority and the Resolution is in full force and effect.
3. The Indenture has been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid obligation of the Authority, and the Indenture creates a valid pledge of the Revenues (as defined in the Indenture) and all funds and accounts held under the Indenture in favor of the Trustee for the payment of the Bonds in accordance with the terms thereof.
4. The Lease and the Agreement, including all supplements thereto, have been duly authorized, executed and delivered by the Authority and the Cabinet and constitute valid, binding and legal obligations of the Authority and the Cabinet.
5. The 2024 Series A Bonds are special and limited obligations of the Authority payable solely and only from the Revenues and the funds and accounts held under the Indenture, and the 2024 Series A Bonds do not pledge the general credit or taxing power, if any, of the Commonwealth, the Authority, the Cabinet or any other agency or political subdivision of the Commonwealth.
6. Under the laws, regulations, rulings and judicial decisions in effect as of the date hereof, interest on the 2024 Series A Bonds is excludible from gross income for Federal income tax purposes, pursuant to the Internal Revenue Code of 1986, as amended (the “Code”). Furthermore, interest on the Series 2024 Bonds is not an item of

tax preference for purposes of the federal alternative minimum tax imposed on individuals. In rendering the opinions in this paragraph, we have assumed continuing compliance with certain covenants designed to meet the requirements of Section 103 of the Code. We express no other opinion as to the federal tax consequences of purchasing, holding or disposing of the 2024 Series A Bonds.

7. The Authority has not designated the 2024 Series A Bonds as “qualified tax-exempt obligations” pursuant to Section 265 of the Code.

8. The interest on the 2024 Series A Bonds is not subject to taxation by the Commonwealth of Kentucky, and the 2024 Series A Bonds are not subject to ad valorem taxation by the Commonwealth of Kentucky or by any political subdivision thereof.

Our opinion set forth above is subject to the qualification that the enforceability of the Resolution, the Indenture, the Lease, the Agreement, the 2024 Series A Bonds and agreements relating thereto may be limited by bankruptcy, reorganization, moratorium, insolvency, or other similar laws relating to or affecting the enforcement of creditor’s rights, and to the exercise of judicial discretion in accordance with general equitable principles.

Very truly yours,

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT AND ACKNOWLEDGEMENT BY TRUSTEE

This Continuing Disclosure Agreement (the “Agreement”) dated as of June 1, 2024, by THE TURNPIKE AUTHORITY OF KENTUCKY (the “Authority”) and acknowledged by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as successor trustee to J.P. Morgan Trust Company, National Association, as trustee (the “Trustee”) under a Trust Indenture, dated as of October 1, 1990, (the “Indenture”), between the Authority and the Trustee, is executed and delivered in connection with the issuance of the Authority’s \$109,070,000* Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2024 Series A, pursuant to the Indenture and a Bond Resolution adopted by the Authority on May 10, 2024 (the “Bond Resolution”). Capitalized terms used in this Agreement which are not otherwise defined in the Indenture or the Bond Resolution shall have the respective meanings specified above or in Article IV hereof. The parties agree as follows:

ARTICLE 1

THE UNDERTAKING

SECTION 1.1 Purpose.

This Agreement shall constitute a written undertaking for the benefit of the Holders and beneficial owners of the Bonds, and is being executed and delivered solely to assist the Participating Underwriter in complying with subsection (b)(5) of the Rule.

SECTION 1.2 Annual Financial Information.

(a) The Authority shall provide, or cause to be provided, Annual Financial Information with respect to each fiscal year of the Commonwealth of Kentucky (the “Commonwealth”), commencing with fiscal year ending June 30, 2026, by no later than nine months after the end of the respective fiscal year, but in any event shall provide Audited Financial Statements of the Commonwealth as soon as practicable, and within 15 business days, if possible, after the final publication date of such Audited Financial Statements, to the MSRB.

(b) The Authority shall provide, in a timely manner, but in any event on a date not in excess of 10 business days after the occurrence of such failure, notice of any failure of the Authority to provide the Annual Financial Information by the date specified in subsection (a) above to the MSRB.

SECTION 1.3 Audited Financial Statements.

If not provided as part of Annual Financial Information by the date required by Section 1.2(a) hereof, the Authority shall provide the Audited Financial Statements, when and if available, to the MSRB.

SECTION 1.4 Notices of Material Events.

(a) If a Material Event occurs, the Authority shall provide, or cause to be provided, in a timely manner not in excess of ten (10) business days after the occurrence of the Material Event, a Material Event Notice to the MSRB and the Trustee.

(b) The Trustee shall promptly advise the Authority whenever, in the course of performing its duties as Trustee under the Indenture, the Trustee has actual notice of an occurrence which, if material, as determined by the Authority, would require the Authority to provide a Material Event Notice hereunder; provided, however, that

*Preliminary, subject to change.

the failure of the Trustee so to advise the Authority shall not constitute a breach by the Trustee of any of its duties and responsibilities under this Agreement or the Indenture and the Bond Resolution.

SECTION 1.5 Additional Disclosure Obligations.

The Authority acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Authority, and that under some circumstances compliance with this Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Authority under such laws.

ARTICLE 2

OPERATING RULES

SECTION 2.1 References to Other Documents.

It shall be sufficient for purposes of Section 1.2 hereof if the Authority provides Annual Financial Information by specific reference to documents previously either (i) provided to the MSRB, or (ii) filed with the SEC. If such a document is the Official Statement, it also must be available from the MSRB.

SECTION 2.2 Submission of Information.

Annual Financial Information may be provided in one document or multiple documents, and at one time or in part from time to time.

SECTION 2.3 Material Event Notices.

Each Material Event Notice shall be so captioned and shall prominently state the title, date and CUSIP numbers of the Bonds.

SECTION 2.4 Transmission of Information and Notices.

(a) Information required to be provided to the MSRB shall be transmitted to the MSRB, in an electronic format as prescribed by the MSRB, and accompanied by identifying information as prescribed by the MSRB. A description of such format and information as presently prescribed by the MSRB is included in Exhibit A hereto.

(b) Except as required by subsection (a) above, unless otherwise required by law and, in the Authority's sole determination, subject to technical and economic feasibility, the Authority shall employ such methods of information and notice transmission as shall be requested or recommended by the herein-designated recipients of the Authority's information and notices, subject to technical and economic feasibility in the Authority's sole discretion.

SECTION 2.5 Fiscal Year.

Annual Financial Information shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Commonwealth's current fiscal year is July 1 - June 30, and the Authority shall promptly notify the MSRB and the Trustee, in writing, of each change in the Commonwealth's fiscal year.

SECTION 2.6 Dissemination Agent.

The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Authority pursuant to the terms of this Agreement.

ARTICLE 3

TERMINATION, AMENDMENT AND ENFORCEMENT

SECTION 3.1 Termination.

(a) The Authority's and the Trustee's obligations under this Agreement shall terminate upon a legal defeasance pursuant to Section 1201 of the Indenture, prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Authority delivers to the Trustee and the MSRB an opinion of Dinsmore & Shohl LLP or other nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Authority and Trustee, to the effect that those portions of the Rule which require the provisions of this Agreement, or any of such provisions, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion.

SECTION 3.2 Amendment.

(a) This Agreement may be amended, by written agreement of the parties, without the consent of the Holders of the Bonds (except to the extent required under clause (4)(ii) below) if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Authority or the type of business conducted thereby, (2) this Agreement as so amended would have complied with the requirements of the Rule as of the date of this Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the Authority shall have delivered to the Trustee an opinion of Dinsmore & Shohl LLP or other nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Authority and the Trustee, to the same effect as set forth in clause (2) above, (4) either (i) the Authority shall have delivered to the Trustee an opinion of Dinsmore & Shohl LLP or other nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Authority and the Trustee, to the effect that the amendment does not materially impair the interests of the beneficial owners of the Bonds, or (ii) the Holders of 100% of the principal amount of the Bonds outstanding consent to the amendment to this Agreement pursuant to the same procedures as are required for amendments to the Indenture with consent of the Holders of the Bonds pursuant to Section 1102 of the Indenture as in effect on the date of this Agreement, and (5) the Authority shall have delivered copies of such opinion and amendment to the MSRB.

(b) To the extent any amendment to this Agreement results in a change in the type of financial information or operating data provided pursuant to this Agreement, the first Annual Financial Information provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(c) If an amendment is made to the basis on which financial statements are prepared, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably

feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 3.3 Benefit; Third-Party Beneficiaries; Enforcement.

(a) The provisions of this Agreement shall inure solely to the benefit of the Holders and the Participating Underwriter from time to time of the Bonds, except that beneficial owners of Bonds shall be third-party beneficiaries of this Agreement.

(b) Except as provided in this subsection (b), the provisions of this Agreement shall create no rights in any person or entity. The obligations of the Authority to comply with the provisions of this Agreement shall be enforceable (i) in the case of enforcement of obligations to provide financial statements, financial information, operating data and notices, by any Holder of Outstanding Bonds, or by the Trustee on behalf of the Holders of Outstanding Bonds, or (ii), in the case of challenges to the adequacy of the financial statements, financial information and operating data so provided, by the Trustee on behalf of the Holders of Outstanding Bonds, provided, however, that the Trustee shall not be required to take any enforcement action under this subsection (b) except at the written direction of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding who shall have provided the Trustee with adequate security and indemnity. The Holders' and Trustee's rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the Authority's obligations under this Agreement. In consideration of the third-party beneficiary status of beneficial owners of Bonds pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be Holders of Bonds for purposes of this subsection (b) unless and until the respective Holder exercises any rights pursuant to this subsection (b).

(c) Any failure by the Authority or the Trustee to perform in accordance with this Agreement shall not give rise to any cause of action against the Authority or the Trustee and shall not constitute a default or an Event of Default under the Indenture and the Bond Resolution, and the rights and remedies provided by the Indenture and the Bond Resolution upon the occurrence of a default or an Event of Default shall not apply to any such failure.

(d) This Agreement shall be construed and interpreted in accordance with the Rule and the laws of the Commonwealth, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the Commonwealth.

ARTICLE 4

DEFINITIONS

SECTION 4.1 Definitions.

The following terms used in this Agreement shall have the following respective meanings:

“Annual Financial Information” means the financial information or operating data with respect to the Commonwealth, for each fiscal year of the Commonwealth, as set forth in the documents entitled Annual Comprehensive Financial Report and Supplementary Information to the Annual Comprehensive Financial Report (or successor reports). Annual Financial Information shall include Audited Financial Statements, if available, or Unaudited Financial Statements.

“Audited Financial Statements” means the annual financial statements, if any, of the Commonwealth, audited by such auditor as shall then be required or permitted by state law. Audited Financial Statements shall be prepared in accordance with GAAP; provided, however, that the Commonwealth may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. Notice of any such modification shall be provided to the MSRB, and shall include a reference to the specific federal or state law or regulation describing such accounting basis.

“Commonwealth” means the Commonwealth of Kentucky.

“Dissemination Agent” means any entity designated by the Authority to act as the Dissemination Agent hereunder.

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b). However, “financial obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“GAAP” means generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board.

“Holders” shall mean any holder of the Bonds and any beneficial owner thereof.

“Material Event” means any of the following events with respect to the Bonds, whether relating to the Authority or otherwise:

- (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 securities, or other material events affecting the tax-exempt status of the securities;
- (vii) modifications to rights of security holders, if material;
- (viii) bond calls (except in the case of a mandatory, scheduled redemption, not otherwise contingent upon the occurrence of an event, if the terms under which the redemption is to occur are set forth in detail in the Official Statement and the only open issue is which Bonds will be redeemed in the case of a partial redemption, provided notice of the redemption is given to the Bondholders and the public; see Exchange Act Release No. 23856, Dec. 3, 1986) and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the securities;
- (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;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) incurrence of a financial obligation of the Commonwealth or an obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Commonwealth or an obligated person, any of which affect security Holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Commonwealth or an obligated person, any of which reflect financial difficulties.

A Material Event shall also include a failure (of which the Authority has knowledge) of the Authority to provide the Commonwealth's Annual Financial Information on or before the date specified herein.

"Material Event Notice" means written or electronic notice of a Material Event.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to §15B(b)(1) of the Securities Exchange Act of 1934, as amended. The MSRB as of the date of this Agreement is the sole nationally recognized municipal securities information repository.

"Official Statement" means the "final official statement", as defined in paragraph (f)(3) of the Rule, relating to the Bonds.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 CFR Part 240, § 240.15c2-12), as in effect on the date of this Agreement, including any official interpretations thereof.

"SEC" means the United States Securities and Exchange Commission.

"SID" means, at any time, a then-existing state information depository, if any, as operated or designated as such by or on behalf of the Commonwealth for the purposes referred to in the Rule. As of the date of this Agreement, there is no SID in the State.

"Unaudited Financial Statements" means the same as Audited Financial Statements, except that they shall not have been audited.

ARTICLE 5

MISCELLANEOUS

SECTION 5.1 Duties, Immunities and Liabilities of Trustee.

Article IX of the Indenture is hereby made applicable to this Agreement as if this Agreement were (solely for this purpose) contained in the Indenture.

SECTION 5.2 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page to Continuing Disclosure Agreement]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorized representatives, all as of the date first above written.

THE TURNPIKE AUTHORITY OF KENTUCKY

By: _____
Name: Steven A. Starkweather
Title: Secretary

Acknowledged by:

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

By: _____
Name: _____
Title: _____

EXHIBIT A

MSRB PROCEDURES FOR SUBMISSION OF CONTINUING DISCLOSURE DOCUMENTS AND RELATED INFORMATION

Securities and Exchange Commission Release No. 34-59061 (the “Release”) approves an MSRB rule change establishing a continuing disclosure service of the MSRB’s Electronic Municipal Market Access system (“EMMA”). The rule change establishes, as a component of EMMA, the continuing disclosure service for the receipt of, and for making available to the public, continuing disclosure documents and related information to be submitted by issuers, obligated persons and their agents pursuant to continuing disclosure undertakings entered into consistent with Rule 15c2-12 (“Rule 15c2-12”) under the Securities Exchange Act of 1934. The following discussion summarizes procedures for filing continuing disclosure documents and related information with the MSRB as described in the Release.

All continuing disclosure documents and related information are to be submitted to the MSRB, free of charge, through an Internet-based electronic submitter interface or electronic computer-to-computer data connection, at the election of the submitter. The submitter is to provide, at the time of submission, information necessary to accurately identify: (i) the category of information being provided; (ii) the period covered by any annual financial information, financial statements or other financial information or operating data; (iii) the issues or specific securities to which such document is related or otherwise material (including CUSIP number, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the issuer; (v) the name and date of the document; and (vi) contact information for the submitter.

Submissions to the MSRB are to be made as portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. If the submitted file is a reproduction of the original document, the submitted file must maintain the graphical and textual integrity of the original document. In addition, such PDF files must be word-searchable (that is, allowing the user to search for specific terms used within the document through a search or find function), provided that diagrams, images and other non- textual elements will not be required to be word-searchable.

All submissions to the MSRB’s continuing disclosure service are to be made through password protected accounts on EMMA by (i) issuers, which may submit any documents with respect to their municipal securities; (ii) obligated persons, which may submit any documents with respect to any municipal securities for which they are obligated; and (iii) agents, designated by issuers and obligated persons to submit documents and information on their behalf. Such designated agents are required to register to obtain password-protected accounts on EMMA in order to make submissions on behalf of the designating issuers or obligating persons. Any party identified in a continuing disclosure undertaking as a dissemination agent or other party responsible for disseminating continuing disclosure documents on behalf of an issuer or obligated person will be permitted to act as a designated agent for such issuer or obligated person, without a designation being made by the issuer or obligated person as described above, if such party certifies through the EMMA on-line account management utility that it is authorized to disseminate continuing disclosure documents on behalf of the issuer or obligated person under the continuing disclosure undertaking. The issuer or obligated person, through the EMMA on- line account management utility, is able to revoke the authority of such party to act as a designated agent.

The MSRB’s Internet-based electronic submitter interface (EMMA Dataport) is at www.emma.msrb.org.