

**INVITATION TO TENDER  
MADE BY  
THE TURNPIKE AUTHORITY OF KENTUCKY  
to the Holders described herein of all or any portion of the maturities listed on the inside cover page  
herein of the  
TAX-EXEMPT TARGET BONDS  
(Base CUSIPs: 491552)**

The Turnpike Authority of Kentucky Economic Development Road Revenue Bonds (Revitalization Projects), 2017 Series A

**TAXABLE TARGET BONDS  
(Base CUSIPs: 491552)**

The Turnpike Authority of Kentucky Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2021 Series B (Federally Taxable)

**THE INVITATION TO TENDER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON MARCH 3, 2026 (THE “OFFER EXPIRATION DATE”) UNLESS  
EARLIER TERMINATED OR EXTENDED AS DESCRIBED HEREIN.**

This Invitation to Tender, dated February 18, 2026 (as it may be amended or supplemented, this “**Invitation**”), describes an offer (the “**Tender Offer**”) by The Turnpike Authority of Kentucky (the “**Authority**”), with the assistance of J.P. Morgan Securities LLC, as Dealer Manager (the “**Dealer Manager**”), to the beneficial owners (the “**Holders**” or “**Bondholders**”) of the Authority’s outstanding (i) Economic Development Road Revenue Bonds (Revitalization Projects) 2017 Series A (the “**Tax-Exempt Target Bonds**”) and (ii) Economic Development Road Revenue Refunding Bonds (Revitalization Projects) 2021 Series B (Federally Taxable) (the “**Taxable Target Bonds**”), which together with the Tax-Exempt Target Bonds, the “**Target Bonds**”) maturing on the dates set forth in the tables on the inside cover page of this Invitation, to tender to the Authority such Target Bonds for cash at an offer purchase price (each an “**Offer Purchase Price**”). The Offer Purchase Price of each CUSIP of the Target Bonds will be determined as follows:

- with respect to each CUSIP of the Tax-Exempt Target Bonds, each Offer Purchase Price is set forth in Table 1 on the inside cover page of this Invitation. See “TERMS OF TENDER OFFER—*Information to Bondholders*” and “INTRODUCTION - *Consideration for Tender Offer—Determination of Offer Purchase Prices for Tax-Exempt Target Bonds*” herein; and
- with respect to each CUSIP of the Taxable Target Bonds, each Offer Purchase Price will be based on a yield (each a “**Purchase Yield**”) equal to the applicable fixed spread (each, a “**Fixed Spread**”) to be added to the yield on the relevant benchmark United States Treasury Security (the “**Benchmark Treasury Security**”), as set forth in Table 2 on the inside cover page of this Invitation. See “TERMS OF TENDER OFFER—*Information to Bondholders*” and “INTRODUCTION - *Consideration for Tender Offer—Determination of Offer Purchase Prices for Taxable Target Bonds*” herein.

In each case, Bondholders who tender Target Bonds will receive accrued interest on the Target Bonds accepted for purchase from the last interest payment date (January 1, 2026) to, but not including, April 2, 2026 (such date, as it may be extended by the Authority, the “**Settlement Date**”) (“**Accrued Interest**”).

If issued, the 2026 Bonds (as defined herein) will be dated as of the Settlement Date and will bear interest at the rates, mature on the dates (subject to prior redemption), and be issued in the manner, on the terms and with the security therefor described in the 2026 POS (as defined herein), as completed by a final official statement.

Subject to the terms and conditions of the Tender Offer, the Authority may purchase Target Bonds tendered for purchase on the Settlement Date, assuming all conditions to the Tender Offer have been satisfied or waived by the Authority, provided that such Target Bonds have been validly tendered for purchase by the Offer Expiration Date set forth below and accepted by the Authority. The source of funds to purchase the Target Bonds validly tendered for purchase pursuant to the Tender Offer and accepted by the Authority with respect to the principal amount thereof will be limited to proceeds of the 2026 Bonds. The 2026 Bonds are expected to be issued in the manner, on the terms and with the security therefor described in the Preliminary Official Statement, dated February 18, 2026 attached hereto as Appendix A (the “**2026 POS**”), as completed by a final official statement. The payment of Accrued Interest on Target Bonds validly tendered and accepted for purchase by the Authority will be funded from proceeds of the 2026 Bonds and paid on the Settlement Date. The purchase of any of the Target Bonds tendered pursuant to the Tender Offer and accepted by the Authority is contingent upon the issuance of the 2026 Bonds (defined herein). The consummation of the Tender Offer is also subject to certain other conditions, including, without limitation, the Financing Conditions (as defined herein). See “INTRODUCTION—Financing Conditions” and “TERMS OF THE TENDER OFFER—Conditions to Purchase for Cash” herein.

**HOLDERS OF TARGET BONDS WHO DO NOT TENDER ANY BONDS PURSUANT TO THE TENDER OFFER, AS WELL AS HOLDERS OF TARGET BONDS WHO TENDER TARGET BONDS FOR PURCHASE WHEREIN THE AUTHORITY IN ITS DISCRETION DOES NOT ACCEPT SUCH TENDER FOR PURCHASE, WILL CONTINUE TO HOLD SUCH TARGET BONDS (THE “UNPURCHASED BONDS”) AND SUCH UNPURCHASED BONDS WILL REMAIN OUTSTANDING UNDER THE INDENTURE (AS DEFINED HEREIN), PURSUANT TO WHICH SUCH UNPURCHASED BONDS WERE ORIGINALLY ISSUED. SEE “INTRODUCTION—TARGET BONDS NOT PURCHASED; POTENTIAL ADVERSE EFFECTS” AND “ADDITIONAL CONSIDERATIONS” HEREIN. AT THIS TIME, THE AUTHORITY IS NOT CONSIDERING ANY OTHER FORMS OF REFUNDING OR SUBSEQUENT OFFERS TO TENDER FOR UNPURCHASED BONDS BUT SUBJECT TO MARKET CONDITIONS, RESERVES THE RIGHT TO DO SO IN THE FUTURE.**

*To make an informed decision as to whether, and how, to tender Target Bonds for purchase pursuant to the Tender Offer, Bondholders must read this Invitation carefully, including Appendix A, and consult with their broker, account executive, financial advisor, attorney and/or other professionals. For more information about risks concerning the Tender Offer, please see “ADDITIONAL CONSIDERATIONS” herein.*

Any Bondholder wishing to accept the Authority’s offer to purchase Target Bonds pursuant to this Invitation should follow the procedures more specifically described herein. Bondholders and their brokers and account executives with questions about this Invitation should contact the Dealer Manager or the Information and Tender Agent (as defined herein).

**Key Dates and Times**

*All of these dates and times are subject to change. All times are New York City time. Notices of changes will be sent in the manner provided for in this Invitation.*

Launch Date .....	February 18, 2026
Offer Expiration Date .....	5:00 p.m. on March 3, 2026
Preliminary Notice of Acceptance .....	After 5:00 p.m. on March 3, 2026
Determination of Taxable Target Bonds Offer Purchase Prices .....	10:00 a.m. on March 4, 2026
Notice of Taxable Target Bonds Offer Purchase Prices .....	5:00 p.m. on March 4, 2026
Final Notice of Acceptance .....	Approximately 5:00 p.m. on March 4, 2026
Settlement Date .....	April 2, 2026

The Dealer Manager for the Tender Offer is:  
**J.P. Morgan**

The Information and Tender Agent for the Tender Offer is:  
**Globic Advisors Inc.<sup>1</sup>**

Date of this Invitation: February 18, 2026

<sup>1</sup> The Information and Tender Agent’s website may be found at the following web address: [www.globic.com/kentucky](http://www.globic.com/kentucky)

**BONDS SUBJECT TO THE TENDER OFFER:****TABLE 1 – TAX-EXEMPT TARGET BONDS**

<b>Bond Series</b>	<b>CUSIP<sup>(1)</sup> (491552)</b>	<b>Maturity (July 1)</b>	<b>Interest Rate (%)</b>	<b>Outstanding Principal Amount (\$)</b>	<b>Par Call Date (July 1)</b>	<b>Offer Purchase Price (as a percentage of par)<sup>(2)</sup></b>
2017A	N84	2032	5.000%	1,835,000	2027	103.867
2017A	N92	2033	5.000%	1,930,000	2027	103.766
2017A	P25	2034	3.500%	2,025,000	2027	101.629
2017A	P33	2035	3.500%	2,095,000	2027	101.549
2017A	P41	2036	5.000%	2,170,000	2027	103.341
2017A	P58	2037	5.000%	2,280,000	2027	103.258

**TABLE 2 – TAXABLE TARGET BONDS**

<b>Bond Series</b>	<b>CUSIP<sup>(1)</sup> (491552)</b>	<b>Maturity (July 1)</b>	<b>Interest Rate (%)</b>	<b>Outstanding Principal Amount (\$)</b>	<b>Benchmark Treasury Security</b>	<b>Fixed Spread (Basis Points)</b>
2021B	S71	2027	1.418%	1,065,000	2 Year	-15
2021B	S89	2028	1.668%	12,560,000	2 Year	-15
2021B	S97	2029	1.768%	12,765,000	3 Year	0
2021B	T21	2030	1.868%	12,990,000	5 Year	0
2021B	T39	2031	1.968%	13,235,000	5 Year	-5
2021B	T47	2032	2.118%	13,495,000	7 Year	-5
2021B	T54	2033	2.268%	13,785,000	7 Year	-5

**Benchmark Treasury Securities**

2-Year UST 3.500% due 01/31/2028 CUSIP: 91282CGH8  
3-Year UST 3.500% due 02/15/2029 CUSIP: 91282CQA2  
5-Year UST 3.750% due 01/31/2031 CUSIP: 91282CPW5  
7-Year UST 4.000% due 01/31/2033 CUSIP: 91282CPY1

(1) CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (“CGS”), which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. These data are not intended to create a database and do not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of the registered owners of the applicable Target Bonds. Neither the Authority, the Dealer Manager, the Information and Tender Agent nor their respective agents or counsel assume responsibility for the accuracy of such numbers.

Note: The Offer Purchase Prices for the Taxable Target Bonds (when determined in accordance with the procedures outlined in INTRODUCTION – Consideration for Tender Offer – Determination of Offer Purchase Prices for Taxable Target Bonds) will be derived from the Fixed Spreads, will be expressed as a dollar amount per \$100 principal amount of the Taxable Target Bonds, and exclude Accrued Interest. Accrued Interest on purchased Taxable Target Bonds will be paid by the Authority to but not including the Settlement Date in addition to the applicable Purchase Price. All capitalized terms used as defined herein.

(2) Offer Purchase Prices are expressed as a dollar amount per \$100 principal amount of the Tax-Exempt Target Bonds, exclude Accrued Interest. Accrued Interest on purchased Tax-Exempt Target Bonds will be paid by the Authority to but not including the Settlement Date in addition to the applicable Purchase Price. All capitalized terms used as defined herein.

## IMPORTANT INFORMATION

*This Invitation and other information with respect to the Tender Offer are and will be available from J.P. Morgan Securities LLC, as Dealer Manager (the “Dealer Manager”) and Globic Advisors Inc. (the “Information and Tender Agent”) at <http://emma.msrb.org> and on the Information and Tender Agent’s website at [www.globic.com/kentucky](http://www.globic.com/kentucky). Bondholders wishing to tender their Target Bonds for purchase for consideration in the form of cash pursuant to the Tender Offer should follow the procedures described in this Invitation. The Authority reserves the right to cancel or modify the Tender Offer at any time on or prior to the Offer Expiration Date and reserves the right to make a future tender offer at prices different than the prices described herein in its sole discretion. The Authority will have no obligation to purchase for cash Target Bonds tendered if any such cancellation or modification occurs. The Authority further reserves the right to accept or reject nonconforming tenders or waive irregularities in any tender. Though it may not be economic on the date of this Invitation, the Authority also reserves the right in the future to purchase, exchange, refund, defease or redeem all or any remaining portion of outstanding Target Bonds. The consummation of the Tender Offer is also subject to certain other conditions, including, without limitation, the Financing Conditions (as defined herein) that are anticipated to occur after the Offer Expiration Date but prior to the Settlement Date.*

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THIS TENDER OFFER OR PASSED UPON THE FAIRNESS OR MERITS OF THIS TENDER OFFER OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS INVITATION. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

The Authority, the Dealer Manager, or the Information and Tender Agent are not recommending to any Bondholder whether to offer their Target Bonds in connection with the Tender Offer. Each Bondholder must make these decisions and should read this Invitation and consult with its broker-dealer, financial, legal, accounting, tax and other advisors in making these decisions.

The Tender Offer described herein is not being extended to, and Target Bonds tendered in response to this Invitation will not be accepted from or on behalf of, Bondholders in any jurisdiction in which this Tender Offer or such acceptance thereof would not be in compliance with the laws of such jurisdiction. In any jurisdictions where the securities, “blue sky” or other laws require this Tender Offer to be made through a licensed or registered broker or dealer, this Tender Offer shall be deemed to be made on behalf of the Authority through the Dealer Manager or one or more registered brokers or dealers licensed under the laws of that jurisdiction.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Invitation, including the 2026 POS attached as Appendix A, and, if given or made, such information or representation may not be relied upon as having been authorized by the Authority.

In addition to their role as Dealer Manager for the Target Bonds, J.P. Morgan Securities LLC is also serving as Senior Managing Underwriter for the 2026 Bonds to be issued by the Authority as described in Appendix A.

The delivery of this Invitation shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or materials delivered herewith or in the affairs of the Authority since the date hereof.

References to web site addresses herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not a part of, this Invitation.

### **FORWARD-LOOKING STATEMENTS**

This Invitation contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in the Invitation and other materials referred to or incorporated herein, the words “estimate,” “anticipate,” “forecast,” “project,” “intend,” “propose,” “plan,” “expect” and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements, including those risks described under “ADDITIONAL CONSIDERATIONS” herein. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. All forward-looking statements included in the Invitation are based on information available to the Authority on the date of the Invitation. The Authority does not undertake any obligation to issue any updates or revisions (whether as a result of new information, future events, or otherwise) to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

This Invitation, including Appendix A, contains important information which should be read in its entirety before any decision is made with respect to the Tender Offer described herein.

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Appendix A: Preliminary Official Statement of the Authority

**INVITATION TO TENDER  
MADE BY  
THE TURNPIKE AUTHORITY OF KENTUCKY**

**to the Holders described herein of all or any portion of the maturities listed on the  
inside cover page herein of**

**TAX-EXEMPT TARGET BONDS  
(Base CUSIPs: 491552)**

The Turnpike Authority of Kentucky Economic Development Road Revenue Bonds (Revitalization Projects), 2017 Series A

**TAXABLE TARGET BONDS  
(Base CUSIPs: 491552)**

The Turnpike Authority of Kentucky Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2021 Series B  
(Federally Taxable)

**INTRODUCTION**

**General**

This Invitation to Tender, dated February 18, 2026 (as it may be amended or supplemented, this “**Invitation**”), describes an offer (the “**Tender Offer**”) by The Turnpike Authority of Kentucky (the “**Authority**”), with the assistance of J.P. Morgan Securities LLC, as Dealer Manager, (the “**Dealer Manager**”), to the beneficial owners (the “**Holders**” or “**Bondholders**”) of the Authority’s outstanding (i) Economic Development Road Revenue Bonds (Revitalization Projects) 2017 Series A (the “**Tax-Exempt Target Bonds**”) and (ii) Economic Development Road Revenue Refunding Bonds (Revitalization Projects) 2021 Series B (Federally Taxable) (the “**Taxable Target Bonds**”, which together with the Tax-Exempt Target Bonds, the “**Target Bonds**”).

The Offer Purchase Price of each CUSIP of the Target Bonds will be determined as follows:

- with respect to each CUSIP of the Tax-Exempt Target Bonds, each Offer Purchase Price is set forth in Table 1 on the inside cover page of this Invitation. See “TERMS OF TENDER OFFER—Information to Bondholders” and “INTRODUCTION—Consideration for Tender Offer—Determination of Offer Purchase Prices for Tax-Exempt Target Bonds” herein; and
- with respect to each CUSIP of the Taxable Target Bonds, each Offer Purchase Price will be based on a yield (each a “**Purchase Yield**”) equal to the applicable fixed spread (each, a “**Fixed Spread**”) to be added to the yield on the relevant benchmark United States Treasury Security (the “**Benchmark Treasury Security**”), as set forth in Table 2 on the inside cover page of this Invitation. See “TERMS OF TENDER OFFER—Information to Bondholders” and “INTRODUCTION - Consideration for Tender Offer—Determination of Offer Purchase Prices for Taxable Target Bonds” herein.

In each case, Bondholders who tender Target Bonds will receive accrued interest on the Target Bonds accepted for purchase from the last interest payment date (January 1, 2026) up to but not including the Settlement Date (“**Accrued Interest**”).

The purchase of any of the Target Bonds tendered pursuant to the Tender Offer and accepted by the Authority is contingent upon the issuance of the 2026 Bonds (defined herein). The consummation of

the Tender Offer is also subject to certain other conditions, including, without limitation, the Financing Conditions (as defined herein).

**Purpose.** The Tender Offer is a part of a plan of finance of the Authority as described in the Authority's Preliminary Official Statement dated February 18, 2026 relating to the 2026 Bonds and attached hereto as Appendix A (the "**2026 POS**") which includes the purchase of up to all of the Target Bonds. The Authority's outstanding bonds of any series that are not identified in the tables on the inside cover page of this Invitation are not subject to the Tender Offer. For additional information concerning the Authority, its plan of financing, and its outstanding indebtedness, see the 2026 POS attached hereto as Appendix A.

The Authority is offering its Economic Development Road Revenue Refunding Bonds (Revitalization Projects) 2026 Series A (the "**2026 Bonds**"), a portion of the proceeds of which are to potentially fund, among other things, the purchase of the Target Bonds tendered by the Holders thereof and accepted by the Authority, plus Accrued Interest related to those bonds tendered for purchase for cash to but not including the Settlement Date. An additional portion of the proceeds of the 2026 Bonds is anticipated to be applied to, among other things, refund certain of the Authority's outstanding Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2016 Series A Bonds and outstanding Economic Development Road Revenue Bonds (Revitalization Projects), 2016 Series B Bonds.

The 2026 Bonds will be dated as of the Settlement Date, bear interest at the rates and mature on the dates set forth on the inside cover page of the 2026 POS, as completed by a final official statement, and will be issued in the manner, on the terms and with the security therefor described in the 2026 POS, as completed by a final official statement.

**Taxable Target Bonds.** The Taxable Target Bonds were issued pursuant to and secured by 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**").

**Tax-Exempt Target Bonds.** The Tax-Exempt Target Bonds were issued pursuant to and secured by the Indenture.

**2026 Bonds.** The 2026 Bonds will be issued pursuant to Chapter 175 of the Kentucky Revised Statutes, as amended, the Indenture and a resolution of the Authority adopted on January 13, 2026 (the "**Bond Resolution**").

**Offers by Bondholder.** Pursuant to this Invitation, each Bondholder may tender Target Bonds for purchase for cash of a particular CUSIP number that it owns in an amount of its choosing, but in a principal amount equal to the minimum denomination of \$5,000, (the "**Minimum Authorized Denomination**") or any integral multiple thereof, with respect to which the Bondholder has a beneficial ownership interest. All offers to tender will be made on the basis of the Offer Purchase Prices (for the Tax-Exempt Target Bonds) and the Fixed Spreads (for the Taxable Target Bonds) listed on the inside cover page of this Invitation. The Authority expects to determine the Offer Purchase Prices for the Taxable Target Bonds, which will be determined based on the Fixed Spreads, on or about 10:00 a.m. New York City time on March 4, 2026 as described herein.

**Authority's Obligation to Purchase Target Bonds.** Subject to the terms of this Invitation and the satisfaction of all conditions to the Authority's obligation to purchase tendered Target Bonds as described herein, and provided that (i) the Target Bonds offered by a Bondholder for purchase have been validly tendered by 5:00 p.m., New York City time, on March 3, 2026 (as extended from time to time in accordance

with this Invitation, the “**Offer Expiration Date**”), and (ii) accepted by the Authority on March 4, 2026 (as extended from time to time in accordance with this Invitation, the “**Final Acceptance Date**”), the Authority will purchase such Target Bonds tendered for purchase on April 2, 2026 or such later date as the Authority shall determine, assuming all conditions to the Tender Offer have been satisfied or waived by the Authority (such date, the “**Settlement Date**”). Bondholders who tender Target Bonds for purchase will receive Accrued Interest on such Target Bonds on the Settlement Date.

*Source of Funds.* The total amount paid to Bondholders to purchase the Target Bonds validly tendered and accepted for purchase pursuant to this Invitation (each, a “**Purchase Price**”, and collectively, the “**Aggregate Purchase Price**”) with respect to the principal amount thereof will be limited to proceeds of the 2026 Bonds. The payment of Accrued Interest on Target Bonds validly tendered and accepted for purchase will be funded from a portion of the proceeds of the 2026 Bonds and paid on the Settlement Date. The purchase of any of the Target Bonds tendered for purchase pursuant to this Invitation is contingent on the issuance of the 2026 Bonds. The Authority’s obligations to accept for purchase and to pay for Target Bonds validly tendered (and not validly withdrawn) pursuant to this Invitation are also subject to the satisfaction or waiver of certain conditions.

### **Financing Conditions**

**Notwithstanding any other provision of this Tender Offer, the Authority has no obligation to accept for purchase any bonds tendered by Bondholders (“Tendered Bonds”), and its obligation to pay the Purchase Price of the Tendered Bonds validly tendered (and not validly withdrawn) and accepted pursuant to this Tender Offer is subject to the satisfaction of or waiver of the following conditions on or prior to the Settlement Date (collectively, the “Financing Conditions”):**

(a) the successful issuance of the 2026 Bonds by the Authority pursuant to the Indenture and the Bond Resolution (the “Proposed Financing”), a portion of the proceeds of which will be sufficient to (i) fund the cash purchase of all Target Bonds validly tendered and accepted by the Authority pursuant to the Tender Offer plus Accrued Interest on the Target Bonds tendered for purchase for cash to but not including the Settlement Date and (ii) pay all fees and expenses associated with the Proposed Financing and the Tender Offer;

(b) the Authority obtaining satisfactory and sufficient economic or other benefit as a result of the consummation of the Tender Offer when taken together with the Proposed Financing, all on terms and conditions that are in the Authority’s best interest, in its sole discretion;

(c) receipt of all certifications and opinions required by the Dealer Manager Agreement executed between the Authority and the Dealer Manager in connection with this Tender Offer, and

(d) the other conditions set forth in “TERMS OF TENDER OFFER—Conditions to Purchase for Cash.”

The Authority reserves the right, subject to applicable law, to amend or waive any of the conditions to the Tender Offer, in whole or in part, at any time prior to the Offer Expiration Date (as defined herein) or from time to time, in its sole discretion.

No assurances can be given that the 2026 Bonds will be issued or that any Target Bonds tendered for purchase by a Bondholder and accepted by the Authority will be purchased.

**THIS TENDER OFFER MAY BE WITHDRAWN BY THE AUTHORITY AT ANY TIME PRIOR TO THE SETTLEMENT DATE IF THE CONDITIONS SET FORTH HEREIN ARE NOT**



**SATISFIED OR WAIVED BY GIVING NOTICE OF SUCH CANCELLATION TO THE INFORMATION AND TENDER AGENT AND POSTING SUCH NOTICE ON EMMA. THE AUTHORITY RESERVES THE RIGHT TO DETERMINE WHETHER EACH FINANCING CONDITION HAS BEEN SATISFIED AND TO DETERMINE WHETHER TO WAIVE ANY FINANCING CONDITION.**

**TO MAKE AN INFORMED DECISION AS TO WHETHER, AND HOW, TO TENDER THEIR TARGET BONDS, BONDHOLDERS MUST CAREFULLY REVIEW THIS INVITATION, INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, WHICH TOGETHER SET FORTH THE TERMS OF THE TENDER OFFER.**

**None of the Authority, the Dealer Manager or the Information and Tender Agent (as defined herein) make any recommendation that any Bondholder tender or refrain from tendering all or any portion of such Bondholder's Target Bonds for purchase for cash consideration. Bondholders must make these decisions and should read the Invitation, including the 2026 POS attached as Appendix A, in its entirety and consult with its broker dealer, financial, legal, accounting, tax and financial advisor and/or other appropriate professionals in making these decisions.**

In the event all conditions to the Tender Offer are not satisfied or waived by the Authority on or prior to the Settlement Date, any Target Bonds tendered pursuant to such Offer shall be returned to the Holder and remain outstanding under the Indenture.

**HOLDERS OF TARGET BONDS WHO DO NOT TENDER ANY BONDS PURSUANT TO THE TENDER OFFER, AS WELL AS HOLDERS OF TARGET BONDS WHO TENDER TARGET BONDS FOR PURCHASE WHEREIN THE AUTHORITY IN ITS DISCRETION DOES NOT ACCEPT SUCH TENDER FOR PURCHASE, WILL CONTINUE TO HOLD SUCH TARGET BONDS (THE "UNPURCHASED BONDS") AND SUCH UNPURCHASED BONDS WILL REMAIN OUTSTANDING UNDER THE INDENTURE, PURSUANT TO WHICH SUCH UNPURCHASED BONDS WERE ORIGINALLY ISSUED. SEE "INTRODUCTION—TARGET BONDS NOT PURCHASED; POTENTIAL ADVERSE EFFECTS" AND "ADDITIONAL CONSIDERATIONS" HEREIN.**

#### **Consideration for Tender Offer**

***Determination of Offer Purchase Prices for Tax-Exempt Target Bonds.*** The Offer Purchase Prices will be set forth in Table 1 on the inside cover page of this Invitation for each respective maturity and corresponding CUSIP of Tax-Exempt Target Bonds tendered and accepted for purchase pursuant to this Invitation.

The Purchase Price to be received on the Settlement Date by a Bondholder whose Tax-Exempt Target Bonds were validly tendered and accepted for purchase, in whole or in part, by the Authority will equal the par amount of such Bondholder's purchased Tax-Exempt Target Bonds multiplied by the Offer Purchase Price of such Tax-Exempt Target Bonds divided by 100. In addition to the Purchase Price of the Tax-Exempt Target Bonds accepted for purchase by the Authority, Accrued Interest on such Tax-Exempt Target Bonds will be paid by the Authority on the Settlement Date.

***Determination of Offer Purchase Prices for Taxable Target Bonds.*** The applicable Fixed Spread, as set forth in Table 2 on the inside cover page of this Invitation, expressed as an interest rate percentage, will be added to the yield on the relevant Benchmark Treasury Security (the "**Treasury Security Yield**") to arrive at a yield (each a "**Purchase Yield**") used to calculate the Offer Purchase Prices. Such Offer Purchase Prices, expressed as a dollar amount per \$100 principal amount of the particular maturity and

corresponding CUSIP of the Taxable Target Bonds, will be calculated using the market standard bond pricing formula as of the Settlement Date and the relevant Purchase Yield, the coupon of the relevant Taxable Target Bond, and the maturity date, as shown on the inside cover page of this Invitation and below, as the maturity date for each of the Taxable Target Bonds. The Benchmark Treasury Security for each Taxable Target Bond is identified on the inside cover page of this Invitation. The Treasury Security Yield will equal the bid-side yield of the Benchmark Treasury Security as quoted on the Bloomberg Bond Trader FIT1 series of pages at approximately 10:00 a.m., New York City time, on March 4, 2026. The Authority expects to publish a Notice of Taxable Target Bonds Offer Purchase Prices on March 4, 2026, which will be made available to the Information Services.

The tables on the following page provide an example of the Purchase Prices for the Taxable Target Bonds realized by a Bondholder that submits an offer based on the following closing yields as of February 17, 2026 for the Benchmark Treasury Securities provided below and the Fixed Spreads. **This example is being provided for convenience only and is not to be relied upon by a Bondholder as an indication of the Purchase Yield or Offer Purchase Prices that may be accepted by the Authority.**

*[Remainder of Page Intentionally Left Blank]*

Based on these Benchmark Treasury Security yields, the following Purchase Prices would be derived:

**Indicative Purchase Prices for Taxable Target Bonds<sup>(1)</sup>**

<b>Bond Series</b>	<b>CUSIP (491552)</b>	<b>Maturity (July 1)</b>	<b>Benchmark Treasury Security</b>	<b>Fixed Spread (Basis Points)</b>	<b>Indicative Treasury Rate (%)</b>	<b>Indicative Purchase Yield (%)</b>	<b>Offer Purchase Price (per \$100 Principal Amount)</b>
2021B	S71	2027	2-Year	-15	3.44	3.29	97.734
2021B	S89	2028	2-Year	-15	3.44	3.29	96.521
2021B	S97	2029	3-Year	0	3.47	3.47	94.817
2021B	T21	2030	5-Year	0	3.62	3.62	93.156
2021B	T39	2031	5-Year	-5	3.62	3.57	92.392
2021B	T47	2032	7-Year	-5	3.82	3.77	90.879
2021B	T54	2033	7-Year	-5	3.82	3.77	90.551

**Benchmark Treasury Securities**

2-Year UST 3.500% due 01/31/2028 CUSIP: 91282CGH8  
3-Year UST 3.500% due 02/15/2029 CUSIP: 91282CQA2  
5-Year UST 3.750% due 01/31/2031 CUSIP: 91282CPW5  
7-Year UST 4.000% due 01/31/2033 CUSIP: 91282CPY1

<sup>(1)</sup> This example is being provided for convenience only and is not to be relied upon by a Bondholder as an indication of the Purchase Yield or Purchase Prices that may be accepted by the Authority.

The Notice of Target Bonds Offer Purchase Prices will be made available: (i) at the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at <http://emma.msrb.org> (the “EMMA”), using the CUSIP numbers for the Target Bonds listed in the tables under “*BONDS SUBJECT TO THE TENDER OFFER*”; (ii) to DTC (defined herein) and to the DTC participants holding the Target Bonds; and (iii) by posting electronically on the website of the Information and Tender Agent at [www.globic.com/kentucky](http://www.globic.com/kentucky).

### **Source of Funds to Purchase Bonds and Pay Accrued Interest**

The source of funds to purchase the principal amount of the Target Bonds validly tendered for cash purchase pursuant to the Tender Offer and accepted by the Authority will be limited to a portion of the proceeds of the 2026 Bonds. The source of funds for payment of Accrued Interest on Target Bonds validly tendered and accepted for purchase will be from a portion of the proceeds of the 2026 Bonds and paid on the Settlement Date. The 2026 Bonds are described in the 2026 POS. **THE PURCHASE OF ANY TARGET BONDS TENDERED PURSUANT TO THE TENDER OFFER IS CONTINGENT ON THE ISSUANCE BY THE AUTHORITY OF THE 2026 BONDS.**

### **Brokerage Commissions and Solicitation Fees**

Bondholders will not be obligated to pay any brokerage commissions or solicitation fees to the Authority, the Dealer Manager, or the Information and Tender Agent (as defined herein) in connection with the Tender Offer. However, Bondholders should check with their broker, bank, account executive or other financial institution which maintains the account in which their Target Bonds are held (their “**Financial Representative**”) to determine whether it will charge any commissions or fees.

### **Target Bonds Not Purchased; Potential Adverse Effects**

Any Target Bonds that are not validly tendered and accepted for purchase for cash consideration in response to the Tender Offer will continue to be outstanding, and payable and secured, pursuant to the terms of the Indenture. Although not economical as of the date of this Tender Offer, if favorable market conditions exist in the future, the Authority reserves the right to, and may decide to in the future, purchase, exchange, refund, defease or redeem some, none or all of the remaining portion of outstanding Target Bonds not purchased for cash pursuant to the Tender Offer. For additional information about future Authority financing plans, see “PLAN OF FINANCE” in the 2026 POS attached hereto as Appendix A.

Any purchase by the Authority of Target Bonds of any CUSIP number, including, without limitation purchase pursuant to the Tender Offer, may have certain potential adverse effects on holders of Target Bonds not purchased pursuant to the Tender Offer, including the following:

- The principal amount of the Target Bonds of that CUSIP number available to trade publicly will be reduced, which could adversely affect the liquidity and market value of the Target Bonds of that CUSIP number that remain outstanding; and
- Target Bonds may currently be included in benchmark bond indices, which may change if Target Bonds tendered and accepted by the Authority for purchase reduce the par amount outstanding of each maturity below relevant index thresholds.

### **Dealer Manager, and Information and Tender Agent**

J.P. Morgan Securities LLC is the Dealer Manager for the Tender Offer. Investors in the U.S. with questions about the Tender Offer should contact the Dealer Manager or Globic Advisors Inc., which serves

as Information Agent and Tender Agent (the “**Information and Tender Agent**”) for the Tender Offer, at the addresses and telephone numbers set forth on the back cover of the Tender Offer. See “DEALER MANAGER” and “INFORMATION AND TENDER AGENT” herein.

In addition to their role as Dealer Manager for the Target Bonds, J.P. Morgan Securities LLC is also serving as Senior Managing Underwriter for the 2026 Bonds to be issued by the Authority as described in Appendix A.

### **Prevailing Time**

All times in this Invitation are New York City time.

## **TERMS OF TENDER OFFER**

### **Offer Expiration Date**

The Tender Offer will expire at 5:00 p.m., New York City time, on the Offer Expiration Date, unless earlier terminated or extended, as described in this Invitation. Target Bonds received after 5:00 p.m. New York City time, on the Offer Expiration Date will not be accepted for purchase, except in the sole discretion of the Authority. In the sole discretion of the Authority, the Authority may extend the Offer Expiration Date, the Preliminary Acceptance Date (defined herein), the Final Acceptance Date, or the Settlement Date. See “TERMS OF TENDER OFFER—Extension, Termination and Amendment of the Tender Offer; Changes to Terms” below for a discussion of the Authority’s ability to extend the Offer Expiration Date and to terminate or amend the Tender Offer.

### **Offers Only Through the Authority’s ATOP Account**

The Target Bonds are held in book-entry-only form through the facilities of The Depository Trust Company (“**DTC**”). The Authority, through the Information and Tender Agent, will establish an Automated Tender Offer Program (“**ATOP**”) account at DTC for this Tender Offer promptly after the date of this Tender Offer. Bondholders who wish to accept the Tender Offer may do so through the ATOP account.

**ALL TENDERS PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE OFFER EXPIRATION DATE MUST BE MADE THROUGH THE AUTHORITY’S ATOP ACCOUNT. THE AUTHORITY WILL NOT ACCEPT ANY TENDERS FOR PURCHASE FOR CASH THAT ARE NOT MADE THROUGH ITS ATOP ACCOUNT. LETTERS OF TRANSMITTAL ARE NOT BEING USED IN CONNECTION WITH THE TENDER OFFER.**

Any financial institution that is a participant in DTC may make a book-entry tender of the Target Bonds by causing DTC to transfer such Target Bonds into the Authority’s ATOP account relating to the Tender Offer in accordance with DTC’s procedures for such transfer. Bondholders who are not DTC participants can only tender Target Bonds pursuant to the Tender Offer by making arrangements with and instructing their Financial Representative to tender the Bondholder’s Target Bonds through the Authority’s ATOP account. To ensure a Bondholder’s Target Bonds are tendered to the Authority’s ATOP account by 5:00 p.m., New York City time, on the Offer Expiration Date, the Bondholder must provide instructions to the Bondholder’s Financial Representative in sufficient time for the Financial Representative to tender the Target Bonds to the Authority’s ATOP account by this deadline. A Bondholder should contact its Financial Representative for information as to when the Financial Representative needs the Bondholder’s instructions in order to tender the Bondholder’s Target Bonds to the Authority’s ATOP account by 5:00 p.m., New York

City time, on the Offer Expiration Date. See “—Tender of Target Bonds by Financial Institutions; the Authority’s ATOP Account.”

The Authority, the Dealer Manager, and the Information and Tender Agent are not responsible for the transfer of any tendered Target Bonds to the Authority’s ATOP account or for any mistakes, errors or omissions in the transfer of any tendered Target Bonds.

### **Information to Bondholders**

The Authority may give information about the Tender Offer to the market and Bondholders by delivery of the information to the following institutions: Bloomberg Financial Market Systems and the Municipal Securities Rulemaking Board through EMMA. These institutions, together with the Information and Tender Agent, are collectively referred to herein as the “**Information Services.**” The Information and Tender Agent will deliver information provided to it by the Authority through its website, [www.globic.com/kentucky](http://www.globic.com/kentucky). Delivery by the Authority of information to the Information Services will be deemed to constitute delivery of this information to each Bondholder.

**The Authority, the Dealer Manager, and the Information and Tender Agent have no obligation to ensure that a Bondholder actually receives any information given to the Information Services.**

Bondholders who would like to receive information transmitted by or on behalf of the Authority to the Information Services may receive such information from the Dealer Manager or the Information and Tender Agent by contacting them using the contact information on the back cover page of this Invitation or by making appropriate arrangements with its account executive or directly with the Information Services.

Any updates to this Invitation, including, without limitation, any supplements to the 2026 POS, will be distributed through the Information Services. The final Official Statement with respect to the 2026 Bonds to be offered by the Authority will be posted to EMMA.

### **Minimum Denominations**

A Bondholder may make an offer to tender for purchase all or a portion of its Target Bonds of a particular CUSIP that it owns in a principal amount of its choosing, but only in principal amounts equal to the Minimum Authorized Denomination or any integral multiple of \$5,000 in excess thereof.

### **Accrued Interest**

The Purchase Prices of the Target Bonds will not be deemed to include any amount representing the interest which will have accrued on a tendered Target Bond of a particular CUSIP number from the last payment of interest thereon to but not including the Settlement Date (“**Accrued Interest**”). In addition to the Purchase Prices of the Target Bonds accepted for purchase by the Authority, Accrued Interest on such Target Bonds will be paid on behalf of the Authority to the tendering Bondholders on the Settlement Date.

### **Provisions Applicable to All Tenders**

***Need for Advice.*** A Bondholder should ask its Financial Representative or financial advisor for advice in determining: (a) whether to tender Target Bonds of a particular CUSIP number, and (b) the principal amount of Target Bonds of such CUSIP number to be tendered. A Bondholder also should inquire as to whether its Financial Representative or financial advisor will charge a fee for submitting tenders if the

Authority purchases the Bondholder's tendered Target Bonds. The Authority, the Dealer Manager, and the Information and Tender Agent will not charge fees to any Bondholder for tendering Target Bonds.

***Need for Specificity of Tender.*** A tender cannot exceed the par amount of Target Bonds owned by the Bondholder and must include the following information: (1) the CUSIP number(s) of the Target Bond(s) being tendered, and (2) the principal amount of each CUSIP number being tendered (such principal amount must be stated in integral multiples of \$5,000 and if not so stated, for tenders of less than all of the holders position in the Target Bonds, such principal amount will be reduced to the greatest integral multiple of \$5,000).

The Target Bonds may be tendered and accepted for payment only in principal amounts equal to the Minimum Authorized Denominations and integral multiples of \$5,000 in excess thereof as described herein under the caption “—Minimum Denominations.” Holders who tender less than all of their Target Bonds must continue to hold their Target Bonds in at least the applicable Minimum Authorized Denomination. No alternative, conditional or contingent tenders will be accepted.

**ALL TENDERS PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE OFFER EXPIRATION DATE MUST BE MADE THROUGH THE AUTHORITY'S ATOP ACCOUNT. THE AUTHORITY WILL NOT ACCEPT ANY TENDERS FOR PURCHASE FOR CASH THAT ARE NOT MADE THROUGH ITS ATOP ACCOUNT. LETTERS OF TRANSMITTAL ARE NOT BEING USED IN CONNECTION WITH THE TENDER OFFER. See “—Tender of Target Bonds by Financial Institutions; the Authority's ATOP Account.”**

***General.*** A Bondholder may only tender Target Bonds it owns or controls. By tendering Target Bonds pursuant to the Tender Offer, a Bondholder will be deemed to have represented and agreed with the Authority as set forth below under “—Representations and Warranties by Tendering Bondholders to the Authority.” All tenders shall survive the death or incapacity of the tendering Bondholder.

Bondholders who would like to receive information furnished by the Authority to the Information Services must make appropriate arrangements with their Financial Representatives or financial advisors, or the Information and Tender Agent.

### **Representations and Warranties by Tendering Bondholders to the Authority**

By tendering Target Bonds, each tendering Bondholder will be deemed to have represented to and agreed and warranted to and agreed with the Authority and the Dealer Manager that:

(a) the Bondholder has received this Invitation and has had the opportunity to review prior to making its decision as to whether or not such Bondholder should tender its Target Bonds for purchase, and agrees if the purchase for cash of any tendered Target Bonds is consummated, the purchase of such Target Bonds shall be on the terms and conditions set forth in this Invitation;

(b) the Bondholder has full power and authority to tender, sell, assign and transfer the tendered Target Bonds, and on the Settlement Date, the Authority, as transferee, will acquire good, marketable and unencumbered title thereto, free and clear of all liens, charges, encumbrances, conditional sales agreements or other obligations and not subject to any adverse claims, subject to payment to the Bondholder of the applicable Purchase Price(s), plus, in each such case, Accrued Interest, on the Target Bonds accepted for purchase by the Authority;

(c) the Bondholder has made its own independent decision to tender its Target Bonds for purchase consideration pursuant to the Tender Offer, as to appropriateness of the terms thereof, and whether

the offer is appropriate for the Bondholder. Such decisions are based upon the Bondholder's own judgment and upon advice from such advisors with whom the Bondholder has determined to consult;

(d) the Bondholder is not relying on any communication from the Authority or the Dealer Manager or the Information and Tender Agent as investment advice or as a recommendation to tender the Bondholder's Target Bonds at the applicable Purchase Prices, it being understood that the information from the Authority, the Dealer Manager and the Information and Tender Agent related to the terms and conditions of the Tender Offer as described in this Invitation shall not be considered investment advice or a recommendation to tender Target Bonds;

(e) the Bondholder is capable of assessing the merits of and understanding (on its own and/or through independent professional advice), and does understand, agree and accept, the terms and conditions of the Tender Offer.

### **Tender of Target Bonds by Financial Institutions; the Authority's ATOP Account**

The Authority, through the Information and Tender Agent, will establish the Authority's ATOP account at DTC for this Tender Offer promptly after the date of this Invitation. Tenders of Target Bonds pursuant to the Tender Offer may only be made by transfer to the Authority's ATOP account. Any financial institution that is a participant in DTC may make a book-entry tender of the Target Bonds by causing DTC to transfer such Target Bonds into the Authority's ATOP account in accordance with DTC's procedures.

Concurrently with the delivery of Target Bonds through book-entry transfer into the Authority's ATOP account, an Agent's Message (as described below) in connection with such book-entry transfer must be transmitted to and received at the Authority's ATOP account by no later than 5:00 p.m., New York City time, on the Offer Expiration Date, provided, however, a tender of Target Bonds related to an Agent's Message transmitted to the Authority's ATOP account after such time will not be accepted for purchase by the Authority, except in its sole discretion. The confirmation of a book-entry transfer to the Authority's ATOP account as described above is referred to herein as a "**Book-Entry Confirmation.**" The term "**Agent's Message**" means a message transmitted by DTC to, and received by, the Information and Tender Agent and forming a part of a Book-Entry Confirmation which states that DTC has received an express acknowledgment from the DTC participant tendering Target Bonds that are the subject of such Book-Entry Confirmation, stating the CUSIP number(s) and the principal amount(s) of the Target Bonds that have been tendered by such participant pursuant to the Tender Offer, and to the effect that such participant agrees to be bound by the terms of the Tender Offer.

By causing DTC to transfer Target Bonds into the Authority's ATOP account, a financial institution warrants to the Authority that it has full authority, and has received from the Bondholder(s) of such Target Bonds all direction necessary, to tender, transfer and sell such Target Bonds as set forth in this Invitation.

**ALL TENDERS PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE OFFER EXPIRATION DATE MUST BE MADE THROUGH THE AUTHORITY'S ATOP ACCOUNT. THE AUTHORITY WILL NOT ACCEPT ANY TENDERS FOR PURCHASE FOR CASH THAT ARE NOT MADE THROUGH ITS ATOP ACCOUNT. LETTERS OF TRANSMITTAL ARE NOT BEING USED IN CONNECTION WITH THE TENDER OFFER.**

Bondholders who are not DTC participants can only tender Target Bonds pursuant to the Tender Offer by making arrangements with and instructing their Financial Representative to tender the Bondholder's Target Bonds through the Authority's ATOP account. To ensure a Bondholder's Target Bonds are tendered to the Authority's ATOP account by 5:00 p.m., New York City time, on the Offer Expiration Date, a Bondholder must provide instructions to its Financial Representative in sufficient time



for the Financial Representative to tender the Bondholder's Target Bonds to the Authority's ATOP account by this deadline. A Bondholder should contact its Financial Representative for information as to when the Financial Representative needs the Bondholder's instructions in order to tender the Bondholder's Target Bonds to the Authority's ATOP account by 5:00 p.m., New York City time, on the Offer Expiration Date.

### **Determinations as to Form and Validity of Offers; Right of Waiver and Rejection**

All questions as to the validity (including the time of receipt at the Authority's ATOP account), form, eligibility and acceptance of any Target Bonds tendered pursuant to the Tender Offer will be determined by the Authority in its sole discretion and such determinations will be final, conclusive and binding.

The Authority reserves the right to waive any irregularities or defects in any offer. The Authority, the Dealer Manager, and the Information and Tender Agent are not obligated to give notice of any defects or irregularities in offers and they will have no liability for failing to give such notice.

### **Withdrawals of Tenders Prior to Offer Expiration Date**

A Bondholder may amend its Offer by causing a withdrawal message for the Offer to be received at the DTC ATOP Account with a new Offer for the same Target Bonds to be submitted to the DTC ATOP Account by not later than 5:00 P.M., Eastern Time, on the Expiration Date. A Bondholder may withdraw its tender of Target Bonds pursuant to the Tender Offer by causing a withdrawal notice to be transmitted via DTC's ATOP system to, and received by, the Information and Tender Agent before 5:00 p.m., New York City time, on the Offer Expiration Date (as the date and time may have been changed from time to time as provided in this Invitation).

Bondholders who are not DTC participants can only withdraw their tenders by making arrangements with and instructing the custodial intermediary through which they hold their Target Bonds to submit the Bondholder's notice of withdrawal through the DTC ATOP system.

**ALL TENDERS OF TARGET BONDS WILL BECOME IRREVOCABLE AS OF 5:00 P.M., NEW YORK CITY TIME, ON THE OFFER EXPIRATION DATE (AS SUCH DATE MAY HAVE BEEN CHANGED FROM TIME TO TIME AS PROVIDED IN THIS INVITATION).**

### **Acceptance of Tenders**

**Preliminary Notice of Acceptance.** On March 3, 2026, unless such time or date is extended by the Authority (the "**Preliminary Acceptance Date**"), the Authority will determine the preliminary principal amount, if any, of the Target Bonds for each CUSIP that it will purchase, based on satisfaction of the Financing Conditions. Notice of the preliminary principal amount of the Target Bonds, if any, for each CUSIP that the Authority intends to purchase pursuant to this Invitation will be provided to the Information Services on the Preliminary Acceptance Date via the publication of a "Preliminary Notice of Acceptance."

**Determination of Amounts to be Purchased; Acceptance of Offers; Final Notice of Acceptance.** As of the Final Acceptance Date, upon the terms and subject to the conditions of the Tender Offer, as set forth in this Invitation, the Authority will elect to accept for purchase for cash consideration outstanding Target Bonds validly tendered pursuant to the Tender Offer (or defectively tendered, if such defect has been waived by the Authority) and acceptance by the Authority. However, depending upon the results of the Tender Offer and the satisfaction or waiver by the Authority of the Financing Conditions, the Authority in its sole discretion may purchase a lesser principal amount of Target Bonds. The Authority, in its sole discretion will select which, if any, Target Bonds validly tendered of a particular maturity and

corresponding CUSIP are accepted and purchased based on its determination of the economic or other benefit from such purchase. See “—Acceptance of Tenders Constitutes Irrevocable Agreement; Notice of Results” and “—Conditions to Purchase for Cash.”

Should the Authority choose to purchase some but not all of the Target Bonds of a particular CUSIP, the Authority will accept those tendered Target Bonds on a pro rata basis reflecting the ratio of (a) the principal amount, if any, the Authority determines to purchase of such CUSIP to (b) the aggregate principal amount of bonds validly tendered. In such event, should the principal amount of any individual tender offer, when adjusted by the pro rata acceptance, result in an amount that is not a multiple of \$5,000, the principal amount of such offer will be rounded up to the nearest multiple of \$5,000. If as a result of such adjustment, the principal amount of a Bondholder’s unaccepted Target Bonds is less than the Minimum Authorized Denomination of \$5,000, the Authority will reject such Bondholder’s offer in whole. The Authority will determine the proration factor that permits it to accept the amount of Target Bonds it has determined to purchase.

**Notwithstanding any other provision of this Tender Offer, the consummation of the Tender Offer and the Authority’s obligation to accept for purchase, and to pay cash for, as applicable, Target Bonds validly tendered (and not validly withdrawn) and accepted by the Authority pursuant to the Tender Offer are subject to the conditions set forth in “—Conditions to Purchase for Cash” below. The Authority reserves the right, subject to applicable law, to amend or waive any of the conditions to the Tender Offer, in whole or in part, at any time prior to the Offer Expiration Date or from time to time, in its sole discretion. This Tender Offer may be withdrawn by the Authority at any time prior to the Offer Expiration Date.**

#### **Acceptance of Tenders Constitutes Irrevocable Agreement; Notice of Results**

Acceptance by the Authority of Target Bonds tendered will constitute an irrevocable agreement between the tendering Bondholder and the Authority to sell and purchase such Target Bonds for cash, subject to satisfaction of all conditions to the Authority’s obligation to purchase tendered Target Bonds and the other terms of this Tender Offer. See “—Minimum Denominations” above and “—Conditions to Purchase for Cash” below.

On the Final Acceptance Date (i.e., March 4, 2026 unless extended by the Authority), upon the terms and subject to the conditions of this Invitation, the Authority will make a final determination of the principal amount of Target Bonds of each CUSIP that it elects to purchase from among those Target Bonds of such CUSIP that were initially accepted for purchase pursuant to the Preliminary Notice of Acceptance. Notice of either (i) the final principal amount of the Target Bonds of each maturity and corresponding CUSIP that the Authority has accepted for purchase in accordance with this Invitation or (ii) that the Authority has decided not to purchase any Target Bonds will be made via the publication of a “Final Notice of Acceptance” on the Final Acceptance Date provided to the Information Services, with acceptance subject to the satisfaction or waiver by the Authority of the Financing Conditions or other conditions to the purchase of tendered Target Bonds accepted by the Authority. See “—Conditions to Purchase for Cash.”

Following the publication of the Final Notice of Acceptance, all Target Bonds that were tendered but were not accepted for purchase will be released and returned to the tendering institution in accordance with DTC’s procedures and remain outstanding under the Indenture. The Authority, the Dealer Manager, and the Information and Tender Agent are not responsible or liable for the operation of the ATOP system by DTC to properly credit such released Target Bonds to the applicable account of the DTC participant or custodial intermediary or by such DTC participant or custodial intermediary for the account of the Bondholder.

## **Settlement Date; Purchase for Cash of Target Bonds**

Subject to satisfaction of all conditions to the Authority's obligation to purchase tendered Target Bonds for cash and as described herein, including, without limitation, the Financing Conditions, the Settlement Date is the day on which Target Bonds accepted for purchase for cash will be purchased at the applicable Purchase Price(s), together with Accrued Interest thereon in each case. The Settlement Date will occur following the Final Acceptance Date, subject to all conditions to the Tender Offer having been satisfied or waived by the Authority. The expected Settlement Date is April 2, 2026, unless extended by the Authority, assuming all conditions to the Tender Offer have been satisfied or waived by the Authority. Bondholders whose Target Bonds are accepted on the Settlement Date will receive Accrued Interest.

The Authority may, in its sole discretion, change the Settlement Date by giving notice to the Information Services prior to the change. See "—Conditions to Purchase for Cash."

Subject to satisfaction of all conditions to the Authority's obligation to purchase Target Bonds tendered for purchase pursuant to the Tender Offer, as described herein, payment by the Authority, or on the Authority's behalf, will be made in immediately available funds on the Settlement Date by deposit with DTC of the Aggregate Purchase Price and Accrued Interest on the Target Bonds accepted for purchase. The Authority expects that, in accordance with DTC's standard procedures, DTC will transmit the Aggregate Purchase Price (plus Accrued Interest) in immediately available funds to each of its participant financial institutions holding the Target Bonds accepted for purchase on behalf of Bondholders for delivery to the Bondholders.

The Authority, the Dealer Manager, and the Information and Tender Agent have no responsibility or liability for the distribution of the Purchase Prices plus Accrued Interest by DTC to the participant financing financial institution or the participant financial institutions to Bondholders.

## **Purchase and Accrued Interest Funds**

The purchase of any Target Bonds tendered pursuant to the Tender Offer and accepted by the Authority is contingent on the issuance by the Authority of the 2026 Bonds, as well as certain other conditions which must be satisfied on or prior to the Settlement Date (including, but not limited to, the Financing Conditions). The source of funds for payment of Accrued Interest on Target Bonds validly tendered and accepted for purchase will be from a portion of the proceeds of the 2026 Bonds and paid on the Settlement Date. See "INTRODUCTION—Source of Funds to Purchase Bonds and Pay Accrued Interest." The 2026 Bonds are described in the 2026 POS. See "INTRODUCTION—Financing Conditions" and "TERMS OF TENDER OFFER—Conditions to Purchase for Cash" for more information on the conditions precedent to the Tender Offer.

## **Conditions to Purchase for Cash**

In addition to the Financing Conditions (see "INTRODUCTION—Financing Conditions" herein), if after the Final Acceptance Date, but prior to payment for Target Bonds accepted by the Authority on the Settlement Date, any of the following events should occur, the Authority will have the absolute right to cancel its obligations to purchase Target Bonds without any liability to any Bondholder:

- The Authority does not, for any reason, have sufficient funds on the Settlement Date from the proceeds of the 2026 Bonds to pay the Aggregate Purchase Price of Target Bonds tendered and accepted for purchase pursuant to this Tender Offer and pay all fees and expenses associated with the 2026 Bonds and the Tender Offer, including the Accrued Interest on all purchased Target Bonds;

- Litigation or another proceeding is pending or threatened that the Authority reasonably believes may, directly or indirectly, have an adverse impact on the Tender Offer or the expected benefits of the Tender Offer to the Authority or the Bondholders;
- A war, other hostilities, or the escalation thereof, public health or other national emergency, banking moratorium, suspension of payments by banks, a general suspension of trading by the New York Stock Exchange or a limitation of prices on the New York Stock Exchange exists and the Authority believes this fact makes it inadvisable to proceed with the purchase of Target Bonds;
- A material change in the business or affairs of the Authority or the Transportation Cabinet of the Commonwealth of Kentucky has occurred that the Authority believes makes it inadvisable to proceed with the purchase of Target Bonds;
- A material change in the net benefits of the Tender Offer has occurred due to a material change in market conditions which the Authority reasonably believes makes it inadvisable to proceed with the purchase of Target Bonds; or
- There shall have occurred a material disruption in securities settlement, payment or clearance services.

These conditions (including the Financing Conditions) are for the sole benefit of the Authority and may be asserted by the Authority, prior to the time of payment of the Target Bonds it has agreed to purchase, regardless of the circumstances giving rise to any of these conditions or may be waived by the Authority in whole or in part at any time and from time to time in its discretion, and may be exercised independently for each maturity and interest rate within the Target Bonds. The failure by the Authority at any time to exercise any of these rights will not be deemed a waiver of any of these rights, and the waiver of these rights with respect to particular facts and other circumstances will not be deemed a waiver of these rights with respect to any other facts and circumstances. Each of these rights will be deemed an ongoing right of the Authority which may be asserted at any time and from time to time prior to the time of payment for the Target Bonds it has agreed to purchase. Any determination by the Authority concerning the events described in this section will be final and binding upon all parties.

### **Extension, Termination and Amendment of the Tender Offer; Changes to Terms**

Through and including the Offer Expiration Date, the Authority has the right to extend the Tender Offer, as to any or all of the Target Bonds, to any date in its sole discretion, provided that a notice of any extension of the Offer Expiration Date is given to the Information Services, including by posting such notice to EMMA on or about 9:00 a.m., New York City time, on the first business day after the Offer Expiration Date.

The Authority also has the right, prior to acceptance of Target Bonds tendered for purchase as described above under the heading “—Acceptance of Tenders Constitutes Irrevocable Agreement; Notice of Results” to terminate the Tender Offer at any time by giving notice to the Information Services. The termination will be effective at the time specified in such notice.

The Authority also has the right, prior to acceptance of Target Bonds tendered as described above under the heading “—Acceptance of Tenders Constitutes Irrevocable Agreement; Notice of Results” to amend or waive the terms of the Tender Offer in any respect and at any time by giving notice to the Information Services. This amendment or waiver will be effective at the time specified in such notice.

If the Authority extends the Tender Offer, or amends the terms of the Tender Offer (including a waiver of any term) in any material respect pursuant to the Tender Offer, the Authority shall provide notice thereof at such time and in such manner to allow reasonable time for dissemination to Bondholders and for Bondholders to respond.

In such event, any offers submitted with respect to the affected Target Bonds prior to the Authority providing notice of an extension of the Tender Offer, an amendment to the Purchase Price(s) or any other amendment or waiver of the Tender Offer, shall remain in full force and effect and any Bondholder of such affected Target Bonds wishing to revoke their offer to tender such Target Bonds must affirmatively withdraw such offer prior to the Offer Expiration Date, as may be amended or extended.

No extension, termination or amendment of the Tender Offer (or waiver of any terms of the Tender Offer) will change the Authority's right to decline to purchase any Target Bonds without liability. See "— Conditions to Purchase for Cash."

The Authority, the Dealer Manager and the Information and Tender Agent have no obligation to ensure that a Bondholder actually receives any information given to the Information Services.

### **The Authority's Instructions of Priority of Allocations of 2026 Bonds**

At the Authority's sole discretion, the underwriting syndicate for the 2026 Bonds, when making allocations of the 2026 Bonds, may, but is not required to, take into consideration whether the party submitting an order for 2026 Bonds was a Bondholder who tendered Target Bonds for purchase pursuant to this Tender Offer. The Authority, at its sole discretion, may, but is not required to, direct the underwriting syndicate to give such Bondholder a preference allocation of 2026 Bonds up to the amount of Target Bonds that such Bondholder is tendering.

### **AVAILABLE INFORMATION**

Certain information relating to the Target Bonds and the Authority may be obtained by contacting the Information and Tender Agent at the contact information set forth on the last page of this Invitation. Such information is limited to (i) this Invitation, including the information set forth in the 2026 POS which is attached hereto as Appendix A and (ii) information about the Authority has been made available through EMMA.

### **ADDITIONAL CONSIDERATIONS**

In deciding whether to participate in the Tender Offer, each Bondholder should consider carefully, in addition to the other information contained in this Invitation, the following:

#### **Market for Target Bonds**

The Target Bonds are not listed on any national or regional securities exchange. To the extent that the Target Bonds are traded, their prices may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. Bondholders may be able to effect a sale of the Target Bonds at a price higher than the Purchase Price(s) established in connection with the Tender Offer.

#### **Treatment of Target Bonds Not Tendered Pursuant to the Tender Offer**

Target Bonds not validly tendered pursuant to the Tender Offer will remain outstanding. If Target Bonds are purchased in the Tender Offer, the principal amount of Target Bonds for a particular CUSIP that

remains outstanding will be reduced, which could adversely affect the liquidity and market value of the Target Bonds of that CUSIP that remain outstanding. Target Bonds may currently be included in benchmark bond indices, which may change if Target Bonds tendered and accepted by the Authority for purchase reduce the par amount outstanding of each maturity below relevant index thresholds.

The terms and conditions of the Target Bonds that remain outstanding will continue to be governed by the terms of the Indenture and related bond documents, including without limitation the redemption and call provisions, as applicable under the terms of the Indenture. The Authority reserves the right to, and may decide to in the future, to purchase, exchange, refund, defease or redeem some, none, or all of the remaining portion of outstanding Target Bonds not purchased pursuant to the Tender Offer. At this time, the Authority is not considering any other forms of refunding for Unpurchased Bonds, but subject to market conditions, may choose to do so in the future.

### **The Authority May Later Purchase Target Bonds at More Favorable Prices Than Those Purchased in the Tender Offer**

The Authority continues to reserve the right to, and may in the future decide to, acquire some or all of the Target Bonds not purchased pursuant to the Tender Offer through open market purchases, privately negotiated transactions, subsequent tender offers, exchange offers or otherwise, upon such terms and at such prices as it may determine, which may be more or less than the Purchase Price(s) paid pursuant to the Tender Offer and could be for cash, exchange or other consideration. Any future purchase may be on the same terms or on terms that are more or less favorable to Bondholders than the terms of the Tender Offer. The decision to make future purchases or exchanges by the Authority and the terms of such future purchases will depend on various factors existing at that time. There can be no assurance as to which of these alternatives, if any, the Authority will ultimately choose to pursue in the future.

### **Timeliness of Offers**

The Tender Offer will expire at 5:00 p.m., New York City time, on the Offer Expiration Date (currently scheduled for March 3, 2026) unless extended or terminated. Target Bonds received after 5:00 p.m., New York City time, on the Offer Expiration Date will not be accepted for purchase, except in the sole discretion of the Authority.

## **CERTAIN FEDERAL INCOME TAX CONSIDERATIONS**

The following discussion summarizes certain U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below) of the Target Bonds that tender their Target Bonds for cash. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective tendering investors should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the “IRS”) with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not address U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Target Bonds as part of a hedge, straddle or an integrated or conversion transaction, or investors whose “functional currency” is not the U.S. dollar, or certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Internal

Revenue Code of 1986 (the “Code”), or (iii) the indirect effects on persons who hold equity interests in an investor. This summary also does not consider the taxation of the Target Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors who hold their Target Bonds as “capital assets” within the meaning of Section 1221 of the Code. The following discussion does not address tax considerations applicable to any investor in the Target Bonds other than U.S. Holders.

As used herein, “U.S. Holder” means a beneficial owner of a Target Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source, or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). If a partnership holds Target Bonds, the tax treatment of a tender of Target Bonds to such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Target Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Target Bonds (including their status as U.S. Holders).

ANY FEDERAL INCOME TAX DISCUSSIONS IN THIS OFFER ARE INCLUDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE CONSTRUED AS A TAX OPINION NOR TAX ADVICE TO HOLDERS BY THE AUTHORITY, THE DEALER MANAGER, THE INFORMATION AND TENDER AGENT, OR ANY OF THE AUTHORITY’S ADVISORS OR AGENTS. SUCH DISCUSSIONS ALSO DO NOT PURPORT TO ADDRESS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO PARTICULAR HOLDERS (E.G., A FOREIGN PERSON, BANK, THRIFT INSTITUTION, PERSONAL HOLDING COMPANY, TAX-EXEMPT ORGANIZATION, REGULATED INVESTMENT COMPANY, INSURANCE COMPANY, OR OTHER BROKER OR DEALER IN SECURITIES OR CURRENCIES). HOLDERS SHOULD NOT RELY ON SUCH DISCUSSIONS AND ARE URGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE PARTICULAR FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF SALES MADE BY THEM PURSUANT TO TENDERS OF TARGET BONDS, INCLUDING THE EFFECT OF POSSIBLE CHANGES IN THE TAX LAWS. IN ADDITION TO FEDERAL TAX CONSEQUENCES, THE SALE OF TARGET BONDS MAY BE TREATED AS A TAXABLE EVENT FOR STATE, LOCAL AND FOREIGN TAX PURPOSES. HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE PARTICULAR STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF SALES MADE BY THEM PURSUANT TO TENDERS OF TARGET BONDS, INCLUDING THE EFFECT OF POSSIBLE CHANGES IN TAX LAWS.

### **Tendering U.S. Holders**

The purchase by the Authority for cash of a validly tendered Target Bond will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a tendered Target Bond will recognize gain or loss equal to the difference between (i) the amount of cash received (except to the extent attributable to accrued but unpaid interest and original issue discount (the “OID”), if any, accrued since the most recent compounding date on the Target Bond, which will be treated for federal income tax purposes as a coupon payment on the Target Bond) and (ii) the U.S. Holder’s adjusted U.S. federal income tax basis in the Target Bond (generally, the purchase price paid by the U.S. Holder for the Target Bond, decreased by any amortized premium, and increased by the amount of any OID previously accrued by such U.S. Holder with respect to such Target Bond or otherwise required to be added to the cost basis of the U.S. Holder in such Target Bond). Any such gain or loss generally will be capital gain or loss. In the case of a

non-corporate U.S. Holder of the Target Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder's holding period for the Target Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

For a U.S. Holder who purchased a Target Bond in the secondary market at a discount from its stated redemption price at maturity (or at a discount from its original issue price plus OID accrued to the date of purchase in the case of a Target Bond originally issued with OID ("adjusted stated redemption price at maturity")) that is equal to or greater than 1/4th of 1 percent of such Target Bond's stated redemption price at maturity (or adjusted stated redemption price at maturity, if applicable) multiplied by the number of complete years from the date of purchase to the date of maturity (a "Market Discount Target Bond"), the gain on the sale or exchange of such Market Discount Target Bond will be treated as ordinary income (not capital gain) to the extent of the market discount which has not previously been included in income by a U.S. Holder at the time of such sale or exchange.

### **Backup Withholding**

Payments with respect to tenders of Target Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a tendering non-corporate U.S. Holder of a Target Bond may be subject to backup withholding with respect to "reportable payments," which include interest paid on the Target Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Target Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a U.S. Holder's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain U.S. Holders (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

### **Non-Tendering U.S. Holders**

There are no U.S. federal income tax consequences to a holder if its Target Bonds are not purchased by the Authority pursuant to the Tender Offer.

### **DEALER MANAGER**

The Authority has retained J.P. Morgan Securities LLC ("**J.P. Morgan**") to act on its behalf as Dealer Manager for the Tender Offer. The Authority has agreed to pay the Dealer Manager customary fees for its services and to reimburse the Dealer Manager for their reasonable out-of-pocket costs and expenses relating to the Tender Offer. References in this Invitation to the Dealer Manager are to J.P. Morgan only in its capacity as the Dealer Manager.

The Dealer Manager may contact Bondholders of the Target Bonds regarding the Tender Offer and may request brokers, dealers, custodian banks, depositories, trust companies and other nominees to forward the Tender Offer to beneficial owners of the Target Bonds.



The Dealer Manager including its affiliates, together comprise full-service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Dealer Manager including its affiliates, may have, from time to time, performed and may in the future perform, various investment banking services for the Authority for which it received or will receive customary fees and expenses. In the ordinary course of its various business activities, the Dealer Manager including its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities and financial instruments which may include bank loans and/or credit default swaps) for its own account and for the accounts of its customers and may at any time hold long and short positions in such securities and instruments. **[Such investment securities activities may involve securities and instruments of the Authority, including the Target Bonds.]** As of the date of this Invitation, the broker-dealer subsidiary[ies] of the Dealer Manager may hold Target Bonds in the ordinary course of business as a market maker. Affiliates of the Dealer Manager may have holdings of Target Bonds that they are unable to disclose for legal or regulatory reasons. In the event the Dealer Manager owns any of the Target Bonds, the Dealer Manager, or any of its affiliates, may each participate in the tender of such Target Bonds pursuant to the Tender Offer. Therefore, the Authority acknowledges that it, together with its advisors as appropriate, will make the final determination of the price or price range for the Tender Offer.

In addition to its role as Dealer Manager for the Target Bonds, J.P. Morgan Securities LLC is also serving as Senior Managing Underwriter for the 2026 Bonds to be issued by the Authority as described in Appendix A.

The Dealer Manager is not acting as a financial or municipal advisor to the Authority in connection with the Tender Offer.

### INFORMATION AND TENDER AGENT

The Authority has retained Globic Advisors Inc. to serve as Information and Tender Agent for the Tender Offer. The Authority has agreed to pay the Information and Tender Agent customary fees for its services and to reimburse the Information and Tender Agent for its reasonable out-of-pocket costs and expenses relating to the Tender Offer.

### APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters and the issuance of the 2026 Bonds will be passed upon by Dinsmore & Shohl LLP, Bond Counsel to the Authority ("**Bond Counsel**"). A copy of the form of opinion of Bond Counsel, which will be delivered with the 2026 Bonds is set forth in Appendix F of the 2026 POS attached hereto as Appendix A. Certain legal matters will be passed upon for the Authority by its counsel, Office of General Counsel, Finance and Administration Cabinet. Certain legal matters will be passed on for the Dealer Manager by its counsel Stites & Harbison, PLLC.

### MISCELLANEOUS

No one has been authorized by the Authority, the Dealer Manager, or the Information and Tender Agent to recommend to any Bondholder whether to tender Target Bonds pursuant to the Tender Offer or the amount of Target Bonds to tender. No one has been authorized to give any information or to make any representation in connection with the Tender Offer other than those contained in this Invitation. Any recommendations, information and representations given or made cannot be relied upon as having been authorized by the Authority, the Dealer Manager or the Information and Tender Agent.

None of the Authority, the Dealer Manager, or the Information and Tender Agent make any recommendation that any Bondholder tender or refrain from tendering all or any portion of the principal amount of such Bondholder's Target Bonds. Bondholders must make these decisions and should read this Invitation and consult with their broker, account executive, financial advisor and/or other professional in making these decisions.

THE TURNPIKE AUTHORITY OF KENTUCKY

Investors with questions about the Tender Offer should contact the Dealer Manager or the Information and Tender Agent. The contact information for the Dealer Manager and the Information and Tender Agent is as follows:

***The Dealer Manager for the Tender Offer is:***

**J.P. Morgan Securities LLC, Dealer Manager**

270 Park Avenue, Floor 3  
New York, New York 10017  
Tel: (212) 834-3261

Attn: Debt Capital Markets

Email: [public\\_finance\\_dcm@jpmorgan.com](mailto:public_finance_dcm@jpmorgan.com)

***The Information Agent and Tender Agent for the Tender Offer is:***

**Globic Advisors Inc., Information and Tender Agent**

Attention: Robert Stevens  
(212) 227-9622

E-mail: [rstevens@globic.com](mailto:rstevens@globic.com)

**Document Website: [www.globic.com/kentucky](http://www.globic.com/kentucky)**

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**APPENDIX A**  
**PRELIMINARY OFFICIAL STATEMENT**

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**PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY 18, 2026**

**NEW ISSUE—BOOK-ENTRY-ONLY**

**RATINGS:** Moody's: Aa2  
Fitch: AA-

*In the opinion of Dinsmore & Shohl, LLP, Bond Counsel, under existing law, regulations, rulings, and judicial decisions (i) interest on the 2026 Series A Bonds is excludible from gross income of the holders thereof for purposes of federal income tax purposes, and (ii) interest on the 2026 Series A 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 2026 Series A Bonds is exempt from Kentucky income tax and the 2026 Series A 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.*

**\$99,430,000\***

**THE TURNPIKE AUTHORITY OF KENTUCKY  
Economic Development Road Revenue Refunding Bonds  
(Revitalization Projects) 2026 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), 2026 Series A (the "2026 Series A 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 2026 Series A Bonds are being issued pursuant to a resolution adopted by the Authority on January 13, 2026 (the "Bond Resolution") to (i) refund certain of the outstanding 2016 Series A Bonds (as defined herein), (ii) refund certain of the outstanding 2016 Series B Bonds (as defined herein), (iii) pay the costs of purchasing certain 2017 Series A Bonds and 2021 Series B Bonds (as defined herein) pursuant to a Tender Offer (as described and defined herein), and (iv) pay the costs of issuance of the 2026 Series A Bonds.

The 2026 Series A 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 2026 Series A Bonds will be payable on each January 1 and July 1 beginning July 1, 2026. Purchases will be made in book-entry-only form, except as permitted by the Indenture. Purchasers of the 2026 Series A Bonds will not receive physical delivery of bond certificates. So long as Cede & Co. is the registered owner of the 2026 Series A Bonds, as nominee of DTC, interest together with the principal of the 2026 Series A Bonds will be paid directly to DTC by the Trustee. See "DESCRIPTION OF BONDS — Book-Entry-Only System."

The 2026 Series A Bonds will mature on the dates and in the amounts set forth on the inside cover page hereof. The 2026 Series A Bonds are subject to redemption, as further described herein. See "DESCRIPTION OF BONDS – Redemption."

THE 2026 SERIES A BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, A DE JURE MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE COMMONWEALTH OF KENTUCKY. THE 2026 SERIES A 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 2026 SERIES A 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 2026 SERIES A BONDS. THE AUTHORITY HAS NO TAXING POWER.

The 2026 Series A 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, Louisville, 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 2026 Series A Bonds will be available for delivery through DTC in New York, New York on or about April 2, 2026.

**J.P. MORGAN**

**Baird  
FHN Financial Capital Markets**

**PNC Capital Markets LLC  
Huntington Capital Markets  
First Kentucky Securities Corp.**

**Raymond James  
Stifel**

Dated: March \_\_, 2026

\* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without any notice. These securities may not be sold nor may offers to buy be accepted before the time the Official Statement is delivered in final form. Under no circumstances 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 before registration or qualification under the securities laws of any such jurisdiction.

**\$99,430,000\***

**THE TURNPIKE AUTHORITY OF KENTUCKY**  
**Economic Development Road Revenue Refunding Bonds**  
**(Revitalization Projects) 2026 Series A**

<b><u>Maturity Date</u></b> <b><u>(July 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount*</u></b>	<b><u>Interest</u></b> <b><u>Rate</u></b>	<b><u>Yield</u></b>	<b><u>Price</u></b>	<b><u>CUSIP**</u></b>
2026	\$ 770,000				491552
2027	26,685,000				491552
2028	29,920,000				491552
2029	11,180,000				491552
2030	2,185,000				491552
2031	4,675,000				491552
2032	4,200,000				491552
2033	5,760,000				491552
2034	3,395,000				491552
2035	3,570,000				491552
2036	6,270,000				491552
2037	820,000				491552

\*\*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 2026 Series A 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 2026 Series A 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 2026 Series A Bonds.

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\* Preliminary, subject to change.



This Official Statement does not constitute an offer to sell the 2026 Series A Bonds to any person, or the solicitation of an offer from any person to buy the 2026 Series A 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 2026 Series A 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 2026 Series A 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 2026 SERIES A 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, THE 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 2026 SERIES A BONDS FOR THE PURPOSE OF AVOIDING FEDERAL TAX PENALTIES. EACH PURCHASER OF THE 2026 SERIES A BONDS IS URGED TO CONTACT AN INDEPENDENT TAX ADVISOR CONCERNING AN INVESTMENT IN THE 2026 SERIES A 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**

ROBERT K. MILLER

**BOND COUNSEL**

Dinsmore & Shohl LLP  
Louisville, Kentucky

**MUNICIPAL ADVISOR**

Hilltop Securities Inc.  
Charlotte, North Carolina

**TRUSTEE**

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## OFFICIAL STATEMENT

**\$99,430,000\***

### **THE TURNPIKE AUTHORITY OF KENTUCKY Economic Development Road Revenue Refunding Bonds (Revitalization Projects) 2026 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 \$99,430,000\* aggregate principal amount of Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2026 Series A (the “2026 Series A Bonds”).

The 2026 Series A 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 2026 Series A Bonds are being issued pursuant to a resolution of the Authority adopted on January 13, 2026 (the “Bond Resolution”).

The 2026 Series A Bonds are being issued to (i) refund certain of the Authority’s outstanding Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2016 Series A dated April 7, 2016 (the “2016 Series A Bonds”), (ii) refund certain of the Authority’s outstanding Economic Development Road Revenue Bonds (Revitalization Projects), 2016 Series B dated December 7, 2016 (the “2016 Series B Bonds”, which together with the 2016 Series A Bonds, the “2016 Series Bonds”), as more completely identified in “APPENDIX B - SUMMARY OF 2016 SERIES BONDS TO BE REFUNDED”, (iii) pay the costs of purchasing certain of the Authority’s outstanding (a) Economic Development Road Revenue Bonds (Revitalization Projects) 2017 Series A (the “2017 Series A Bonds”) and (b) Economic Development Road Revenue Refunding Bonds (Revitalization Projects) 2021 Series B (Federally Taxable) (the “2021 Series B Bonds”, which together with the 2017 Series A Bonds, the “Tendered Bonds”), pursuant to a Tender Offer (as defined and described herein), as more completely identified in “APPENDIX C – TENDERED BONDS” hereto, and (iv) pay the costs of issuance of the 2026 Series A 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; a Twenty-Second Supplemental Agreement, dated as of June 1, 2024; a Twenty-Third Supplemental Agreement, dated as of April 1, 2025; and a Twenty-Fourth Supplemental Agreement, dated as of April 1, 2026 (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

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\* Preliminary, subject to change.

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 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; a Twenty-Second Supplemental Lease, dated as of June 1, 2024; a Twenty-Third Supplemental Lease, dated as of April 1, 2025; and a Twenty-Fourth Supplemental Lease, dated as of April 1, 2026 (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 Bonds to become due during the biennial period. See “SECURITY AND SOURCE OF PAYMENT FOR THE 2026 SERIES A BONDS — Lease Payments” and APPENDIX D — “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 Bonds, including the 2026 Series A Bonds. See “SECURITY AND SOURCE OF PAYMENT FOR THE 2026 SERIES A BONDS — Payments if Lease is Not in Effect.”

Additional Bonds may be issued on parity with the 2026 Series A Bonds and other Bonds issued on parity with the 2026 Series A Bonds upon compliance with restrictions contained in the Indenture and the Lease. See “SECURITY AND SOURCE OF PAYMENT FOR THE 2026 SERIES A BONDS — Restrictions on Future Financings.”

Descriptions of the 2026 Series A 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.

## **PLAN OF FINANCE**

The proceeds of the 2026 Series A Bonds will be used by the Authority to (a) refund a portion of the 2016 Series A Bonds, as more completely identified in “APPENDIX B – Summary of 2016 Series Bonds To Be Refunded” hereto for present value savings, (b) refund a portion of the 2016 Series B Bonds, as more completely identified in “APPENDIX B – Summary of 2016 Series Bonds To Be Refunded” hereto for present value savings, (c) pay the costs of purchasing the Tendered Bonds pursuant to a Tender Offer (as defined and described herein), as more completely identified in “APPENDIX C – TENDERED BONDS” hereto, and (d) pay the costs of issuance of the 2026 Series A Bonds.

The proceeds of the 2016 Series A Bonds were used to (i) advance refund certain maturities of the outstanding Economic Development Road Revenue Bonds (Revitalization Projects), 2008 Series A and outstanding Economic Development Road Revenue Bonds (Revitalization Projects), 2009 Series A, and (ii) pay certain costs of issuance of the 2016 Series A Bonds. The proceeds of the 2016 Series B Bonds were used to finance a portion of the costs of Revitalization Projects and the costs of issuance of the 2016 Series B Bonds. On the date of issuance of the 2026 Series A Bonds, certain proceeds of the 2026 Series A Bonds will be deposited in trust to be applied to the refunding of the 2016 Series Bonds. In order to refund the 2016 Series Bonds, certain proceeds of the 2026 Series A 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.

The proceeds of the Tendered Bonds were used to, among other things, (i) pay the costs of certain Revitalization Projects (as to the 2017 Series A Bonds) and (ii) advance refund certain serial maturities of the Economic Development Road Revenue and Revenue Refunding Bonds (Revitalization Projects) 2013 Series A (as to the 2021 Series B Bonds).

The purchasing of certain of the Tendered Bonds pursuant to the Tender Offer provide benefits for the Authority by reducing the amount of debt service payable after 2026. See “PLAN OF FINANCE – Tender Offer” herein.

## **Tender Offer**

On February 18, 2026 the Authority plans to release an Invitation to Tender (the “Invitation”), inviting the owners of certain of the 2017 Series A Bonds and 2021 Series B Bonds identified in the Invitation (collectively, the “Target Bonds”) to tender any of the Target Bonds for purchase (the “Tender Offer”), upon the terms and conditions set forth in the Invitation. The purpose of the Tender Offer is to give the Authority the opportunity to retire the Target Bonds on the date of issuance of the 2026 Series A Bonds (the “Settlement Date”) to provide benefits for the Authority by reducing the amount of debt service payable after 2026. The expiration date of the Invitation will be March 3, 2026.

Pursuant to the Tender Offer, as set forth in the Invitation, the owners of the Target Bonds who tender such Target Bonds for cash and, subject to the conditions set forth in the Invitation, the Authority is expected to effectuate the purchase of the Tendered Bonds that are accepted for purchase in accordance with the terms and at the purchase prices set forth in the Invitation. The Tendered Bonds purchased pursuant to the Tender Offer will be canceled on the Settlement Date and shall no longer be deemed “Outstanding” within the meaning of the respective resolutions of the Authority that authorized each series of the Target Bonds. Moneys to pay the purchase price of the Target Bonds tendered for purchase and the costs of the Tender Offer are expected to be provided by the Authority from the proceeds of the 2026 Series A Bonds.

The information provided under this heading is not intended to summarize all of the terms of the Invitation, and reference is hereby made to the Invitation for a discussion of the terms of the Tender Offer and the conditions for settlement of the Tendered Bonds validly tendered and accepted for purchase. The Authority may conduct additional tender and/or exchange offers in the future and reserves the right to redeem any of the Target Bonds not tendered for purchase pursuant to the Tender Offer, or any bonds not identified as Target Bonds in the Invitation, in accordance with the terms of such bonds. The Tendered Bonds that are accepted by the Authority for tender and purchase pursuant to the Tender Offer, as more particularly described in the Invitation, will be listed in “APPENDIX C – TENDERED BONDS” attached hereto.

## **SOURCES AND USES OF FUNDS**

The following table sets forth the estimated sources and uses of funds in connection with the issuance of the 2026 Series A Bonds.

Sources:	<u>2026 Series A Bonds</u>
Par Amount	\$
Net Original Issuance Premium/Discount	
<b>TOTAL SOURCES</b>	<b>\$</b>
Uses:	
Deposit to Escrow Fund	\$
Purchase Tendered Bonds	
Costs of Issuance (including Underwriters’ Discount)	
<b>TOTAL USES</b>	<b>\$</b>

## **DESCRIPTION OF 2026 SERIES A BONDS**

### **General**

The 2026 Series A 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 2026 Series A Bonds will bear interest at the rates, payable semiannually on January 1 and July 1 of each year (each an “Interest Payment Date”), commencing July 1, 2026, will mature on the dates and in the amounts set forth on the inside cover of this Official

Statement. Interest on the 2026 Series A Bonds will be calculated on the basis of a 360-day year of twelve 30-day months. The 2026 Series A 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 2026 Series A Bonds will be made in book-entry-only form (without certificates). So long as DTC or its nominee is the registered owner of the 2026 Series A Bonds, payment of the principal of and interest on the 2026 Series A 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 2026 Series A 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 E – CLEARING SYSTEMS.”

If the book-entry-only system through DTC is discontinued, principal of the 2026 Series A 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 2026 Series A 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 2026 Series A Bonds, interest on such 2026 Series A Bonds will be paid to such registered owner by wire transfer to the account within the United States specified by such registered owner.

## **Redemption**

**Optional Redemption.** The 2026 Series A Bonds maturing on or after July 1, 20\_\_ are subject to optional redemption prior to maturity in whole or in part, in the amount of \$5,000 or integral multiples thereof on any date on or after July 1, 20\_\_, at the redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date.

If less than all of the 2026 Series A Bonds are called for redemption, the particular 2026 Series A Bonds, or portions thereof to be redeemed will be selected by the Trustee in such manner as the Authority in its discretion may deem proper; provided that the portion of any registered 2026 Series A Bonds to be redeemed must be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting 2026 Series A Bonds for redemption, the Trustee will treat each 2026 Series A Bond as representing that number of 2026 Series A Bonds which is obtained by dividing the principal amount of such 2026 Series A Bonds by \$5,000.

**Notice of Redemption.** Any such redemption, either in whole or in part, will be made upon at least 30 days prior notice as provided in the Trust Indenture, and will be made in the manner and under the terms and conditions provided in the Trust Indenture and the Bond Resolution. On the date designated for redemption, notice having been given and moneys for payment of the redemption price being held by the Trustee, all as provided in the Trust Indenture, the 2026 Series A Bonds, or portions thereof so called for redemption will become and be due and payable at the redemption price provided for in the Trust Indenture and the Bond Resolution for redemption of such 2026 Series A Bonds, or such portions thereof on such date, and interest on such 2026 Series A Bonds or such portions thereof so called for redemption will cease to accrue, such 2026 Series A Bonds or such portions thereof so called for redemption will cease to be entitled to any benefit or security under the Trust Indenture, and the registered owners thereof will have no rights in respect of such 2026 Series A Bonds or such portions thereof so called for redemption except to receive payment of the redemption price thereof so held by the Trustee. With respect to an optional redemption of any 2026 Series A Bonds, unless moneys sufficient to pay the principal of, interest, and premium, if any, on the 2026 Series A Bonds to be redeemed shall have been received by the Trustee before the giving of such notice of redemption, such notice may, at the option of the Authority, state that the redemption shall be conditional upon the receipt of such moneys by the Trustee on or before the date fixed for redemption.

## **Transfer and Exchange**

The 2026 Series A 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 2026 Series A 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 2026 Series A Bonds being transferred, of the same maturity and bearing interest at the same rate.



The 2026 Series A 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 2026 Series A 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 2026 Series A Bonds surrendered for exchange.

### **Book-Entry-Only System**

The 2026 Series A 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 2026 Series A Bonds and, except as otherwise provided herein with respect to tenders of beneficial ownership interests by Beneficial Owners, as defined in APPENDIX E, will not be or be considered to be, and will not have any rights as, owners or holders of the 2026 Series A Bonds under the Indenture and the Bond Resolution. For additional information about DTC and the book-entry-only system see "APPENDIX E – BOOK-ENTRY-ONLY SYSTEM". DTC will act as securities depository for the 2026 Series A Bonds. The 2026 Series A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered 2026 Series A Bond certificate will be issued for each maturity of the 2026 Series A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

## **SECURITY AND SOURCE OF PAYMENT FOR THE 2026 SERIES A 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 2026 Series A 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 Bonds). Pursuant to the Indenture, monies in the Bond Service Account are to be applied solely to pay principal of and interest on the Bonds, including the 2026 Series A 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 Bonds. See APPENDIX D — "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 Bonds, including the 2026 Series A Bonds. The Bonds, including the 2026 Series A 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, including the 2026 Series A 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 including the 2026 Series A 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 2026 Series A 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 2026 Series A 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 Account will be used to pay any required rebate to the United States Government with respect to the Bonds, including the 2026 Series A Bonds all as further described in the Indenture. See APPENDIX D — “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 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 reserve 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 2026 Series A Bonds and other Bonds previously issued on parity with the 2026 Series A 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 January 31, 2026, the ratio of Adjusted Revenues to Maximum Annual Debt Service is estimated to be 14.00. 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 \$104,708,149, 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 Robert K. Miller.

### **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, 2021, 2022 and 2024.

### **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 February 1, 2026:

<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>
<b><u>Bonds Issued by the Authority</u></b>				
Economic Development Road Revenue Bonds and Road Revenue Refunding Bonds (Revitalization Projects)				
Series 2015B	7/22/2015	7/1/2026	\$ 122,005,000	\$ 14,970,000
Series 2016A	4/7/2016	7/1/2029	222,670,000	86,055,000
Series 2016B	12/7/2016	7/1/2036	41,980,000	24,380,000
Series 2017A	8/23/2017	7/1/2037	27,415,000	22,055,000
Series 2017B	8/23/2017	7/1/2028	146,920,000	74,620,000
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	80,950,000
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	44,650,000
Series 2024A	6/5/2024	7/1/2030	108,985,000	92,975,000
Series 2025A	4/2/2025	7/1/2035	<u>39,430,000</u>	<u>39,430,000</u>
Total Outstanding Bonds of the Authority			<u>\$913,235,000</u>	<u>\$550,540,000</u>
<b><u>Bonds Issued by the SPBC</u></b>				
Road Fund Revenue and Revenue Refunding Bonds				
Project No. 107 (Series A)	5/21/2014	5/1/2030	\$ 6,085,000	\$ 3,815,000
Project No. 111	12/3/2015	11/1/2035	4,960,000	2,890,000
Total Outstanding Bonds of the SPBC			<u>\$ 11,045,000</u>	<u>\$ 6,705,000</u>
<b>TOTAL TRANSPORTATION CABINET BOND OBLIGATIONS</b>			<u>\$ 924,280,000</u>	<u>\$557,245,000</u>

Source: Turnpike Authority of Kentucky and Transportation Cabinet

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## 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		2026 Series A Bonds			Total
	Authority <sup>1</sup>	SPBC Road Fund	Principal	Interest	Total	
2026	\$ 103,887,077	\$ 827,072				
2027	100,080,210	1,178,794				
2028	102,962,983	1,174,019				
2029	79,352,326	1,178,253				
2030	68,875,691	1,180,113				
2031	50,180,888	344,688				
2032	43,814,873	340,163				
2033	29,132,799	340,019				
2034	15,035,405	344,256				
2035	15,031,780	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					
<b>Total*</b>	<b>\$ 646,918,462</b>	<b>\$ 7,586,209</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 1</b>

Notes: 1. July 1 principal and interest payments are paid and included in the prior fiscal year, and also include debt service on the Bonds that are subject to (i) being currently refunded or (ii) the Tender Offer of the Authority.  
\* 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 and constitute an obligation of the Transportation Cabinet 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 89% of the Commonwealth's motor vehicle traffic. This represents nearly 49.0 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 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 3.6 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 in conjunction with each biennial budget request to the General Assembly, 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 21<sup>st</sup> 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 21<sup>st</sup> 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 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.

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 “THE TRANSPORTATION CABINET - Recent Changes to Road Fund Receipts” for a description of a new usage tax allowance credit.

Between Fiscal Year 2021 and Fiscal Year 2025, motor vehicle usage taxes have made up approximately 48% of the total monies deposited to the Road Fund and available to pay lease rentals. 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. 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 33% of deposits for Fiscal Years 2021 through 2025 that were available for lease rentals. 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.** 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 at 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.

**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, House Bill 8 was enacted and eliminated 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).

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.

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 \$0.246 and \$0.216 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 \$0.266 per gallon and \$0.236 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 \$0.287 per gallon and \$0.257 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 \$0.264 per gallon and \$0.234 per gallon for special fuels. For Fiscal Year 2026, the motor fuel tax decreased 1.4 cents per gallon, based on an awp of \$2.227 per gallon, making the total fuels tax on gasoline at \$0.250 per gallon and \$0.220 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. 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.

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**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	<b>STATUTORY FLOOR</b> \$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	
7/1/2025	6/30/2026	\$2.227 X 9% = 20.0 Cents	5 Cents	25.0 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 2024

Road Fund revenues for Fiscal Year 2024 were \$1.87 billion, an increase of 6.9 percent from Fiscal Year 2023. Year-end revenues were \$7.1 million below the official estimate, or 0.4 percent, and were \$195 million more than the original estimate used when the budget was set in the 2022 legislative session. Road Fund revenues grew sharply in the first half of Fiscal Year 2024 before easing in the third quarter. Collections picked up in the final three months when receipts rose 5.8 percent. Motor fuel tax receipts averaged double digit growth each quarter of the year. There was an annual increase in the tax rate for Fiscal Year 2024 which means that for the first three quarters of the year, the tax rate was 4.1 cents per gallon higher relative to Fiscal Year 2023. Motor vehicle usage tax revenues set an all-time high for the fourth consecutive year, reaching \$671.0 million. Motor vehicle license tax receipts fell 5.7 percent while motor vehicle operators' receipts rose 9.9 percent. Weight distance tax collections fell slightly to 1.1 percent below Fiscal Year 2023 receipts. Investment income increased to \$14.6 million, \$2.8 million more than the official estimate. Three of the seven Road Fund accounts exceed the estimated amount, and the fund as a whole was \$7.1 million below the December 2023 revised revenue estimate. The two largest accounts, motor fuels and motor vehicle usage, combined to be within \$900,000 of the estimate. The remaining accounts were within \$6.1 million of estimated levels.

#### Road Fund Actual Revenue for Fiscal Year 2025

Road Fund collections were \$1.87 billion, a \$38.5 million revenue surplus compared to the official estimate. That amount was \$11.1 million less than what was received in Fiscal Year 2024. Motor fuels tax revenue had the greatest difference between the two years, as collections were \$69.0 million less than in the prior year due primarily to a 7.6 percent reduction in the tax rate. Much of that decline was offset by an increase in motor vehicle usage tax receipts which brought in \$48.5 million more in Fiscal Year 2025. Of the remaining major accounts, annual changes were relatively small and, taken together, were \$9.4 million more than what was received in the prior year.

## **Road Fund Estimated Revenue for Fiscal Year 2026**

The Commonwealth's Consensus Forecast Group made an official estimate for Fiscal Year 2026 Road Fund at \$1.89 billion in December 2023. In December 2025, that same group revised the 2026 revenue estimate to \$1.84 billion, a decrease of \$50.2 million, or 2.7%. The revised estimate reduced estimated motor fuel taxes 12.7% (-\$117.4 million), increased estimated motor vehicle usage taxes 11.7% (+\$77.3 million) and decreased estimated motor vehicle license revenue 8.0% (-\$10.5 million). Estimated revenue for all other categories taken together were increased 0.2% (+\$400,000). As of the end of December 2025, year-to-date Road Fund receipts have increased 0.2 percent over the previous year. The official revenue forecast calls for a revenue decline of 1.0 percent for Fiscal Year 2026. Given the year-to-date collections, receipts can fall 2.2 percent over the remainder of the fiscal year and still meet the estimate.

## **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<sup>(1)</sup>**  
(AMOUNTS IN THOUSANDS)  
FOR THE FISCAL YEAR ENDED JUNE 30

	2021	2022	2023	2024	2025
AVAILABLE ROAD FUND REVENUES					
TAXES:					
Motor Fuels <sup>(2)</sup>	\$ 417,067	\$ 431,846	\$ 444,518	\$ 500,080	\$ 492,299
Vehicle Usage <sup>(3)</sup>	620,978	629,087	660,346	671,142	712,372
Weight Distance Tax	87,903	95,575	96,000	93,872	93,686
TRUCK LICENSES AND FEES	85,211	86,283	87,643	81,188	74,317
PASSENGER VEHICLE LICENSES AND FEES	51,566	48,248	50,067	50,182	52,894
MOTOR VEHICLE OPERATORS LIC	14,017	6,770	1,158	184	169
INTEREST INCOME	(118)	(11,020)	6,309	14,839	18,965
OTHER <sup>(4)</sup>	24,975	23,103	24,491	25,418	41,211
TOTAL AVAILABLE ROAD FUND REVENUES	\$1,301,599	\$1,309,892	\$1,370,532	\$1,436,905	\$1,485,913
OPERATING & MAINTENANCE EXPENSES					
Personnel Costs	\$ 301,756	\$ 323,914	\$ 345,819	\$ 363,411	\$ 380,401
Personal Service	6,718	7,739	9,394	9,920	9,523
Operating Expenses	170,511	179,212	235,828	212,031	221,980
Grants	6	194	4	19	221
Capital Outlay	312	1,733	2,623	1,885	1,609
Capital Construction	8,647	13,587	27,956	23,000	25,295
Highway Materials	42,713	58,426	74,490	54,289	59,042
Other Agency Cost <sup>(5)</sup>	83,591	56,980	59,437	59,375	56,290
TOTAL OPERATING & MAINTENANCE EXPENSES	\$ 614,254	\$ 641,785	\$ 755,551	\$ 723,930	\$ 754,361
NET AVAILABLE ROAD FUND REVENUES	\$ 687,345	\$ 668,107	\$ 614,981	\$ 712,975	\$ 731,552
LEASE RENTALS <sup>(6) (7)</sup>					
Turnpike Authority of KY					
Economic Development Road Project	142,480	130,276	131,858	133,745	\$134,174
State Property and Buildings Commission					
Project 73 (4th)	6,768	6,765	-	-	-
AVIS & AVIATION	1,831	837	836	835	838
C1 Garage	342	341	344	345	341
TOTAL LEASE RENTALS	\$ 151,421	\$ 138,219	\$ 133,038	\$ 134,925	\$ 135,353
GROSS COVERAGE <sup>(7) (x)</sup>	8.60	9.48	10.30	10.65	10.98
NET COVERAGE <sup>(7) (x)</sup>	4.54	4.83	4.62	5.28	5.40

NOTES:

1. This schedule displays detailed information relating to the Commonwealth's Road Fund that can be used to calculate the coverage of available revenues compared to lease rental payments. 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 Kentucky Turnpike Authority or the State Property and Buildings Commission. Operating and Maintenance Expenses include certain non-construction maintenance, operating, regulatory, and administrative expenses related to the Transportation Cabinet's operations. 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 starting in Fiscal Year 2016 are subject to annual adjustments based on changes in the average wholesale price of fuel. Amounts reported are net of motor fuel tax receipts statutorily dedicated for use on county, rural secondary and municipal roads and not available for lease rental payments.
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 percent of the vehicle's value. The 2013 Kentucky 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 has reduced Road Fund receipts available to pay lease rentals by at least approximately \$45–46 million a year since inception.
4. This category consists primarily of general fees to the public, which includes the sale of maps, road plans, driver history records, fees for electric and hybrid vehicles, and various other miscellaneous sales to the general public. Motor vehicle titling fees and one-time sale proceeds from Cabinet assets also contribute significantly to the category.
5. The Kentucky General Assembly routinely appropriates Road Fund revenues to agencies outside of the Transportation Cabinet to fund the costs of enforcement of traffic laws, 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 Kentucky Turnpike Authority include amounts representing the following: principal and interest requirements on Bonds, net of Debt Service Reserve Fund investment earnings 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 State Property and Buildings Commission currently include principal and interest requirements on bonds issued to finance various aviation projects and bonds issued to finance a new C-1 Garage in Frankfort, Kentucky.
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.

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. 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. The Road Fund net cash balance as of January 5, 2026 was approximately \$182.3 million.

## **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 Section 48.115 of the Kentucky Revised Statutes. Each of the Governor’s proposed biennial budget and the General Assembly’s proposed biennial budget for the biennium beginning July 1, 2026 includes appropriations for the full payment of debt service on the Bonds.

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 15th 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, and Missouri, and the Commonwealth of Virginia. Within a day's drive of approximately 2/3 of the population of the United States, Kentucky is located at the center of a 34-state distribution area in the eastern United States. Kentucky's location advantages facilitate the distribution of goods and materials to a vast industrial and consumer market.

Kentucky has established a diverse economic climate that supports businesses internationally. In 2024, Kentucky's total exports reached a record breaking \$47.7 billion in goods and services shipped abroad, representing a 18.7% year-over-year increase. As shown on the Kentucky Cabinet for Economic Development website (<https://ced.ky.gov/>), Kentucky ranks as number one in the country in vehicle production per capita. Today, Kentucky is home to 4 automotive producers representing 3 of the world's leading automotive manufacturers – Ford, General Motors, and Toyota. In addition, Kentucky ranks third nationally in foreign direct investment and sixth nationally in both manufacturing and food processing jobs.

As indicated in the Commonwealth of Kentucky Quarterly Economic & Revenue Report Second Quarter Fiscal Year 2026 (available, along with prior quarterly reports, at <https://osbd.ky.gov/>), Kentucky personal income grew by 4.7% in the second quarter of FY26, slightly below the national growth of 4.8%. Kentucky personal income has now increased for 18 consecutive quarters, with growth recorded across all five income components. Transfer receipts income was the fastest growing component, growing 7.5% in the second quarter, or a net increase of \$5.3 billion compared to the second quarter of FY25. Kentucky wages and salaries income, the largest component of Kentucky personal income, grew 4.3%, or \$5.4 billion, over the same period. Wages and salaries income made up 47.6% of total Kentucky personal income in the second quarter of FY26.

Kentucky non-farm employment rose by 0.7% in the second quarter of FY26. Seven of the 11 supersectors gained jobs in the second quarter compared to the same quarter last year, including educational services, leisure and hospitality, finance, other services, government, business services, and manufacturing. The fastest growing sector in Kentucky during the second quarter of FY26 was educational services employment, which increased 2.4%, or 7,700 net jobs, compared to the first quarter of FY25. Educational services employment made up over half of the total gains in Kentucky's total non-farm employment growth during the quarter.

Kentuckians' personal income is projected to grow 4.4%, or \$12.0 billion, in the final six months of FY26. Supplements to wages and salaries is expected to be the fastest growing component over the next two quarters, increasing by an anticipated 5.7%. Wages and salaries, the largest component of Kentucky personal income, is projected to rise 4.6% in the second half of FY26 and account for approximately 50% of total personal income growth. Kentucky non-farm employment is also projected to rise 0.3% during the final six months of FY26. Leisure and hospitality services employment is projected to be the fastest growing sector, with an anticipated gain of 3.2%. Overall, four of the 11 supersectors are expected to experience varying degrees of employment growth during the remainder of FY26.

## **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, 2024 is hereby incorporated herein by reference. The Commonwealth filed the ACFR for the Fiscal Year ended June 30, 2024 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, 2024 may be obtained from EMMA. Additionally, the ACFR for the Fiscal Year ended June 30, 2024 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>.

Additionally, the Commonwealth’s ACFR for the Fiscal Year ended June 30, 2025 is hereby incorporated herein by reference upon its completion and release. A copy of the ACFR for Fiscal Year ended June 30, 2025 will be filed with EMMA pursuant to Rule 15c2-12 and will be available at the above-referenced link when available.

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 2026 Series A Bonds in order to enable the Underwriters to comply with the provisions of Rule 15c2-12. See “CONTINUING DISCLOSURE” herein and APPENDIX G – 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.

As of December 31, 2025, the Commonwealth's operating portfolio was approximately \$14.797 billion in cash and securities. The composition of the investments was as follows: (i) United States Treasury securities, 36.7%; (ii) securities issued by any agencies or instrumentalities of the United States Government, 28.3%; (iii) Mortgage-Backed Securities and Collateralized Mortgage Obligations, 1.0%; (iv) Repurchase Agreements collateralized by the aforementioned, 8.1%; (v) corporate and asset-backed securities, 3.5%; and (vi) Money Market Securities, 22.3%. The portfolio had a current yield of 3.72% and an effective duration of 0.41 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) the 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 the 5 systems that the KPPA administers. The KPPA is governed by an 8-member board composed of members of the boards of each of the Kentucky Retirement Systems and CERS. Each of the Commonwealth's retirement plans 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 on 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, 2024, beginning on page 96 thereof. Additional information regarding the Kentucky Retirement Systems and TRS can be found on their websites at <https://kyret.ky.gov> and <https://trs.ky.gov>.

respectively, including their respective ACFRs and the accompanying actuarial studies, as described herein under “THE COMMONWEALTH – State Retirement Systems – Other Post-Employment Benefits.” Only the information contained on the web pages identified above is incorporated herein, and no additional information that may be reached from such pages by linking to any other pages should be considered incorporated herein.

The Kentucky Public Employees’ Deferred Compensation Authority (the “KDC”) additionally provides for the administration of tax-deferred supplemental retirement plans for all state, public school, and university employees, and any 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 the 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.

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

	<b>Tier 1</b> Participation before 9/1/2008	<b>Tier 2</b> Participation 9/1/2008 through 12/31/2013	<b>Tier 3</b> Participation on or after 1/1/2014
<b>Covered Employees:</b>	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.		
<b>Benefit Formula:</b>	Final Compensation x Benefit Factor x Years of Service.		Hybrid Cash Balance Plan  Accumulated Account Balance/Actuarial Factor
<b>Final Compensation:</b>	Average of the highest 5 fiscal years (but must contain at least 48 months). Includes all lump-sum compensation payments (before and at retirement).	Average of 5 complete fiscal years immediately preceding retirement (each year must contain 12 months). Lump-sum compensation payments (both before and at retirement) are not to be included in the member's creditable compensation.	No Final Compensation
<b>Benefit Factor:</b>	1.97%, or 2.00% for those retiring with service for all months between 01/1998 and 01/1999.	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 the actuarial assumptions and methods adopted by the KERS board based on member's accumulated account balance.
<b>Cost of Living Adjustment (COLA):</b>	No COLA unless authorized by the Kentucky General Assembly with specific criteria. This impacts all retirees, regardless of Tier.		
<b>Unreduced Retirement Benefit:</b>	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: The 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.	
<b>Reduced Retirement Benefit:</b>	Any age with 25 years of service. Age 55 with 5 years of service.	Age 60 with 10 years of service. However, excludes any purchased service (exception: refunds, omitted, free military).	No reduced retirement benefit.

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

	<b>Tier 1</b> Entry before 7/1/2002	<b>Tier 2</b> Entry on or between 7/1/2002 and 6/30/2008	<b>Tier 3</b> Entry on or between 7/1/2008 and 12/31/2021	<b>Tier 4</b> Entry on or after 1/1/2022
<b>Covered Employees:</b>	Provides pension plan coverage for local school districts and other educational agencies in the state.			
<b>Benefit Formula:</b>	Final Average Salary x Benefit Factor x Years of Service = Annuity			Service Credit x Multiplier x Final Average Salary = Annuity
<b>Final Average Salary:</b>	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.	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, 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 final average salary, increases in compensation in last 3 years before retirement are limited to 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.	Final average salary is the average of the highest 5 salaries. When calculating 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.
<b>Benefit Factor:</b>	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: 1.7% of final average salary for each year that is 10 years or less; 2% of final average salary for each year that is greater than 10 years but less than 20 years; 2.3% of final average salary for each year that is greater than 20 years but less than 26 years; 2.5% of final average salary for each year that is greater than 26 years but less than 30 years; 3% of final average salary for each year that is greater than 30 years. University members: 1.5% of final average salary for each year that is 10 years or less; 1.7% of final average salary for each year that is greater than 10 years but less than 20 years; 1.85% of final average salary for each year that is greater than 20 years but less than 27 years; 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%.
<b>Cost of Living Adjustment (COLA):</b>	1.5% annually additional ad hoc increases must be authorized by the Kentucky General Assembly.			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.
<b>Unreduced Retirement Benefit:</b>	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.

<b>Reduced Retirement Benefit Calculation:</b>	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.	Standard penalty is a reduction of 6% for the lesser of each year the member's age is below 60 or the service is less than 30 years with a maximum penalty of 18%. Early retirement penalty (up to 18%).
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*Pension Funding.* The Commonwealth's enacted budget for fiscal years 2017 through 2026 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' 2025 ACFRs, the state supported Kentucky Retirement Systems had a pension Unfunded Actuarial Accrued Liability ("UAAL") of \$12,871 million. TRS had a pension UAAL of \$17,498 million calculated with the assumptions adopted in September 2021. The state supported Retirement Plans for the fiscal year ended June 30, 2025 had aggregate funding percentages of 33.85% for the Kentucky Retirement Systems and 61.01% for TRS. These funding percentages compare to 29.88% and 59.08%, respectively, for the fiscal year ended June 30, 2024. 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 state supported Kentucky Retirement Systems' ADEC for pension benefits for the fiscal year ended June 30, 2025 was \$1,124 million; \$1,468 million was contributed. The TRS state supported pension ADEC for the fiscal year ended June 30, 2025 was \$1,355 million; \$1,395 million was contributed.

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## SCHEDULE OF FUNDING – KENTUCKY RETIREMENT SYSTEMS RETIREMENT FUNDS<sup>+</sup>

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>					
6/30/2021	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
6/30/2024	4,122,268,538	16,647,892,788	12,525,624,250	24.8%	1,912,421,000
6/30/2025	4,810,420,381	16,839,319,157	12,028,898,776	28.6%	2,081,792,000
<u>Hazardous</u>					
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
6/30/2024	985,075,014	1,442,618,733	457,543,719	68.3%	279,218,000
6/30/2025	1,076,412,201	1,488,008,170	411,595,969	72.3%	88,682,000
<i>State Police Retirement System (SPRS)</i>					
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
6/30/2024	631,185,635	1,112,310,302	481,124,667	56.8%	71,964,000
6/30/2025	699,538,955	1,130,392,428	430,853,473	61.9%	75,855,000
<i>Kentucky Retirement Systems Summary (Includes KERS Non-Hazardous, KERS Hazardous, and SPRS)</i>					
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
6/30/2024	5,738,529,187	19,202,821,823	13,464,292,636	29.9%	2,263,603,000
6/30/2025	6,586,371,537	19,457,719,755	12,871,348,218	33.9%	2,246,329,000
<i>Judicial Retirement Plan (JRP) &amp; Legislator's Retirement Plan (LRP)</i>					
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
6/30/2024	N/A*	N/A*	N/A*	N/A*	N/A*
6/30/2025	574,558,413	458,224,965	-116,333,448	125%	34,347,700

<sup>+</sup> This schedule does not include data pertaining to the County Employees Retirement System (CERS). The data for 6/30/21 – 6/30/25 in this schedule is as presented in the ACFR of the pension plan for the Fiscal Years Ended June 30, 2021 through June 30, 2025, 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<sup>+</sup>

Actuarial Valuation Date	Actuarial Value of Assets (\$)	Actuarial Accrued Liability (\$)	Unfunded Actuarial Accrued Liability (\$)	Funded Ratio	Covered Payroll (\$)
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
6/30/2024	25,728,190,000	43,545,752,000	17,817,562,000	59.1%	4,308,468,000
6/30/2025	27,377,076,000	44,875,530,000	17,498,454,000	61.0%	4,473,010,000

<sup>+</sup> The data for 6/30/21 – 6/30/25 in this schedule is as presented in the ACFR of the Teachers' Retirement System for the Fiscal Years Ended June 30, 2021 through June 30, 2025, which may be different than the GASB compliant information reported in the state ACFR.

*Experience Studies.* Per H.B. 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 Governmental Accounting Standards Board ("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. On January 1, 2006, the Commonwealth commenced self-funding of healthcare benefits for state employees. On January 1, 2006, the Kentucky Retirement Systems also adopted a self-funding healthcare plan for its Medicare Eligible Retirees; and beginning in 2013, the 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 Retirement Plans. Pursuant to their respective actuarial studies, the OPEB UAAL as of June 30, 2025 was estimated at \$374.5 million for the Kentucky Retirement Systems and \$480.6 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, 2025. The actuarial estimates for the Kentucky Retirement Systems' OPEB UAAL increased from the \$97.7 million reported in the Kentucky Retirement Systems' ACFR for FY24. The actuarial estimates for TRS UAAL decreased from the \$812.3 million reported in the TRS ACFR for FY24.

The Kentucky Retirement Systems' state supported OPEB ADEC for the fiscal year ended June 30, 2025 was \$34.1 million; \$44.8 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, 2025 was \$241.5 million; \$241.6 million was contributed. The state supported portion of the OPEB for the fiscal year ended June 30, 2025 had a contribution of 131.3% of the Commonwealth's obligation for the Kentucky Retirement Systems and 100.0% of the Commonwealth's obligation for TRS. For TRS, OPEB amounts for UAAL, employer contributions, and funded status include the life insurance trust.

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

<b>Actuarial Valuation Date</b>	<b>Actuarial Value of Assets (\$)</b>	<b>Actuarial Accrued Liability (\$)</b>	<b>Unfunded Actuarial Accrued Liability (\$)</b>	<b>Funded Ratio</b>	<b>Covered Payroll (\$)</b>
<i>Kentucky Employees Retirement System (KERS)</i>					
<u>Non-Hazardous</u>					
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
6/30/2024	1,712,043,266	2,094,743,197	382,699,931	81.7%	1,923,825,000
6/30/2025	1,817,922,524	2,475,126,492	657,203,968	73.5%	2,087,763,000
<u>Hazardous</u>					
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
6/30/2024	652,348,960	379,567,892	-272,781,068	171.9%	279,218,000
6/30/2025	699,650,236	420,391,986	-279,258,250	166.4%	288,682,000
<i>State Police Retirement System (SPRS)</i>					
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
6/30/2024	263,368,832	251,177,950	-12,190,882	104.9%	71,992,000
6/30/2025	276,806,058	273,393,126	-3,412,932	101.3%	80,447,000
<i>Kentucky Retirement Systems Summary (Includes KERS Non-Hazardous, KERS Hazardous, and SPRS)</i>					
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
6/30/2024	2,627,761,058	2,725,489,039	97,727,981	96.4%	2,275,035,000
6/30/2025	2,794,378,818	3,168,911,604	374,532,786	88.2%	2,456,892,000
<i>Judicial Retirement Plan (JRP) &amp; Legislators' Retirement Plan (LRP)</i>					
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
6/30/2024	N/A*	N/A*	N/A*	N/A*	N/A*
6/30/2025	246,279,557	99,843,532	-146,436,025	247.0%*	34,347,700

<sup>+</sup> This schedule does not include data pertaining to the County Employees Retirement System (CERS). The data for 6/30/21 – 6/30/25 in this schedule is as presented in the ACFR of the pension plan for the Fiscal Years Ended June 30, 2021 through June 30, 2025, 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.

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## SCHEDULE OF FUNDING – TEACHERS’ RETIREMENT SYSTEM – KENTUCKY<sup>+</sup>(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>					
6/30/2021	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
6/30/2024	3,348,946,000	4,161,267,000	812,321,000	80.5%	4,308,468,000
6/30/2025	3,893,415,000	4,374,042,000	480,627,000	89.0%	4,473,010,000

<sup>+</sup> The data for 6/30/21 – 6/30/25 in this schedule is as presented in the Teachers’ Retirement System ACFR for the Fiscal Years Ended June 30, 2021 through June 30, 2025, 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 1 of the 2024 Regular Session of the Kentucky General Assembly allocated \$230 million in General Fund moneys to the Retirement Plans from the Budget Reserve Trust Fund. In each of FY25 and FY26, \$25 million is to be applied to the unfunded liability of the SPRS pension funds, \$50 million is to be applied to the unfunded liability of the KERS Non-Hazardous pension fund, and \$40 million is to be applied to the unfunded liability of the TRS pension fund.

House Bill 6 of the 2024 Regular Session of the Kentucky General Assembly allocated an additional \$500 million to be applied to the unfunded liability of the KERS Non-Hazardous pension fund, with \$250 million to be applied to such unfunded liability in each of FY25 and FY26.

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 Board of Trustees of the Kentucky Retirement Systems 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 <sup>(1)</sup>	Pension	NC	5.25%	2.50%	2.30%	NC	0.00%
KERS-N <sup>(1)</sup>	OPEB	6.50%	6.25%	2.50%	2.30%	NC	0.00%
KERS-H <sup>(2)</sup>	Pension	NC	6.25%	2.50%	2.30%	NC	0.00%
KERS-H <sup>(2)</sup>	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%

<sup>(1)</sup> Non-Hazardous

<sup>(2)</sup> Hazardous

<sup>(NC)</sup> 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 \$485 million in General Fund dollars to the Retirement Plans. 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 Non-Hazardous pension fund. House Bill 1 set the employer contribution rates for FY23 and FY24 at the Actuarially Determined Rates approved by the Board of Trustees of the Kentucky Retirement Systems. The contribution rate for KERS Hazardous was set to 31.82%, and the rate for SPRS was set to 99.43%. House Bill 1 also 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. In addition, House Bill 1 also allocated \$200 million to the Kentucky Permanent Pension Fund in FY24 and 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 an additional \$105 million in each of FY23 and FY24 to be applied to the unfunded liability of the KERS Non-Hazardous 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 the 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 of Trustees 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 <sup>(1)</sup>	Pension	5.25%	6.75%	2.30%	3.25%	0.00%	4.00%
KERS-N <sup>(1)</sup>	OPEB	6.25%	7.50%	2.30%	3.25%	0.00%	4.00%
KERS-H <sup>(2)</sup>	Pension	6.25%	7.50%	2.30%	3.25%	0.00%	4.00%
KERS-H <sup>(2)</sup>	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%

<sup>(1)</sup> Non-Hazardous

<sup>(2)</sup> 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 KERS to remit retirement contributions for approximately 1,300 employees and terminating its membership in KERS.

KERS opposed Seven Counties' attempt to discharge its obligations and to 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 also 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 for Chapter 11 relief. However, the Sixth Circuit also certified a question of law to the Kentucky Supreme Court regarding whether the relationship between Seven Counties and the Kentucky Retirement Systems was contractual or statutory. Oral arguments were held on March 6, 2019, and on August 29, 2019 the Kentucky Supreme Court ruled that Seven Counties' participation in and its contributions to KERS are based on a statutory obligation. The Opinion of the Kentucky Supreme Court was forwarded to the Sixth Circuit for further action to resolve the outstanding issues.

On July 20, 2020, the Sixth Circuit issued an Opinion affirming the previous determination that Seven Counties was eligible to file a Chapter 11 bankruptcy case. The Sixth Circuit also reversed the conclusion that Seven Counties could reject its obligation to participate in KERS as an executory contract and that Seven Counties need not maintain its statutory contribution obligation during the pendency of the bankruptcy. The case was then remanded back to the Bankruptcy Court.

KERS and Seven Counties were able to stipulate to the principal amount of Seven Counties' unpaid employer contributions for the post-petition timeframe 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. In addition, the order was also 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 (a) ordering Seven Counties to pay the stipulated principal amount of unpaid employer contributions, and (b) the amount of interest Seven Counties owes.

In August 2025, the United States District Court indicated that it will set a briefing schedule for KRS's appeal of the plan confirmation.

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 2022 and February 2022, two 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. 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. These two lawsuits are currently in the discovery phase concerning class certification. In addition to the MSPA issue, the two new suits also 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, three additional suits were filed on the same grounds as the suits described above. Collectively, the five 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.

The Franklin Circuit Court denied class certification in the CERS cases. The Court of Appeals affirmed the ruling, and the plaintiffs have sought discretionary review by the Kentucky Supreme Court.

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 the 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 has ruled on numerous 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 then 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. The Plaintiffs promptly appealed the Court of Appeals' decision to the Kentucky Supreme Court. On July 9, 2020, the Kentucky Supreme Court issued an Opinion stating that the Plaintiffs, as beneficiaries of a defined-benefit plan who have received all of their vested benefits thus 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 Franklin 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) and claims that would purportedly correct the standing defect identified by the Kentucky Supreme Court. Further, the Attorney General of the Commonwealth sought leave to intervene in this action through a motion filed on July 20, 2020, and an Intervening Complaint filed on July 22, 2020. The Defendants also filed motions seeking to have the case dismissed. On December 28, 2020, the Franklin Circuit Court issued an Order which dismissed the Complaint filed by the Plaintiffs, denied the Plaintiffs' Motion to file a Second Amended Complaint, and granted the Office of the Attorney General's Motion to Intervene. Simultaneously with the filing of its Intervening Complaint, the Attorney General filed an original action with identical claims. 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 still pending with the Franklin Circuit Court (Tia Taylor, et al. v. KKR & Co. L.P., et al.). On January 12, 2021, the Franklin Circuit Court issued a scheduling Order granting the Office of the Attorney General until February 1, 2021 to file an Amended Intervening Complaint, and granting the Tier 3 Group until February 11, 2021 to file a Motion to Intervene in this action. Additional extension orders were later granted for the Attorney General's 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's 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 Kentucky Supreme Court in July 2020. The Franklin Circuit Court denied that motion and the matter was on appeal when this case was assigned to Judge 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 himself 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. The Attorney General is proceeding with its original action filed simultaneously with its Intervening Complaint.

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 the Mayberry case 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 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 in California by PAAMCO also alleging breaches of warranties, representations, and



more relating to the Subscription Agreements signed by the Kentucky Retirement Systems. Similarly, on August 2, 2021, Blackstone Alternative Asset Management, L.P. (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, the “Defendants”) for breach of contract. The Defendants filed a Motion to Dismiss on September 8, 2021, and BAAM’s suit was subsequently dismissed by the Franklin Circuit Court. The Court of Appeals upheld the dismissal, and BAAM is seeking Discretionary Review by the Kentucky Supreme Court. The rest of these cases remain active in various stages of litigation.

On January 8, 2025, the Attorney General and the hedge funds, with the approval of the KPPA, KRS, and CERS, filed a motion to approve a settlement agreement with the Franklin Circuit Court which, if approved, would result in the dismissal of nearly all of the claims arising from these events. The Franklin Circuit Court heard arguments regarding the settlement agreement on February 26, 2025.

The Franklin Circuit Court ultimately refused to approve the settlement agreement. Though appellate matters are moving forward, the KPPA, KRS, and CERS remain committed to continue pursuing a negotiated settlement.

4. Mountain Comprehensive Care Center and Adanta filed separate suits challenging the actuarially accrued liability assigned these two 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.

Both parties have filed cross motions for summary judgment. Oral arguments occurred on August 6, 2025, but the Court indicated that it may take several months for a ruling to be issued.

## **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 2026”.

Tax legislation, administrative actions taken by tax authorities or court decisions may adversely affect the tax-exempt status of interest on the 2026 Series A Bonds under Federal or state law and could affect the market price or marketability of such 2026 Series A 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 2026 Series A Bonds should consult their own tax advisors regarding the foregoing matters.

### **Federal Funding Risk**

The Executive Branch of the Federal Government is currently seeking to reduce the size and scope of the Federal Government. To achieve its goal, the Executive Branch has made efforts to reduce the number of Federal employees and return fiscal responsibility for certain services to the states. Other steps anticipated include: the sale of Federal properties deemed underutilized or non-essential; cancellation of approved but undisbursed grants; and a general reduction in Federal spending.

Kentucky has a sizeable Federal workforce and many Federal buildings located throughout the Commonwealth. A significant reduction in Federal employees located in the Commonwealth may have an adverse impact on the local economy and revenues realized by the Commonwealth. Future reductions in grant and aid disbursements to the Commonwealth may cause the State to reprioritize its available funds. Additionally, any transfer of responsibility for services from the Federal to Commonwealth government may adversely impact the financial position of the Commonwealth. The net result of the sale of Federal properties is largely unknown but may be beneficial if such properties are placed on the property tax rolls and utilized in a productive fashion by the private sector.

## 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 2026 Series A 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 2026 Series A Bonds or the prices at which the 2026 Series A Bonds may be resold.

## **Market Liquidity**

The 2026 Series A 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 2026 Series A 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 2026 Series A Bonds. If an active public market is not maintained, the market price and liquidity of the 2026 Series A 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 2026 Series A 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 2026 Series A Bonds, regardless of the ultimate outcome.

## **TAX MATTERS**

### **General**

In the opinion of Bond Counsel for the 2026 Series A Bonds, based upon an analysis of existing laws, regulations, rulings and court decisions, interest on the 2026 Series A Bonds is excludible from gross income for Federal income tax purposes. Bond Counsel for the 2026 Series A Bonds is also of the opinion that interest on the 2026 Series A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Furthermore, Bond Counsel for the 2026 Series A Bonds is of the opinion that interest on the 2026 Series A Bonds is exempt from Kentucky income taxation and the 2026 Series A 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 2026 Series A Bonds is attached hereto as **APPENDIX F**.

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 2026 Series A 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 2026 Series A Bonds being includible in income for Federal income tax purposes and such inclusion could be required retroactively to the date of issuance of the 2026 Series A 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 2026 Series A Bonds may adversely affect the tax status of the interest on the 2026 Series A Bonds.

Certain requirements and procedures contained or referred to in the 2026 Series A Bond documents and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the 2026 Series A 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 2026 Series A Bonds is of the opinion that interest on the 2026 Series A Bonds will be excludible from gross income for Federal income tax purposes and that interest on the 2026 Series A Bonds is excludible from gross income for Kentucky income tax purposes, and the 2026 Series A 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 2026 Series A 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 2026 Series A Bonds on the tax liabilities of the individual or entity.

Receipt of tax-exempt interest, ownership or disposition of the 2026 Series A 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 2026 Series A 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 2026 Series A 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 2026 Series A Bonds.

The Authority has not designated the 2026 Series A Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

Prospective purchasers of the 2026 Series A Bonds are advised to consult their own tax advisors prior to any purchase of the 2026 Series A Bonds as to the impact of the Code upon their acquisition, holding or disposition of the 2026 Series A Bonds, as well as pending or proposed federal and state legislation and court proceedings.

### **Original Issue Discount**

The 2026 Series A Bonds that have an original yield above their interest rate, as shown on the inside cover page hereof, are being sold at a discount (the "Discounted Obligations"). The difference between the initial public offering prices, as set forth on the inside cover page hereof, of the Discounted Obligations and their stated amounts to be paid at maturity, constitutes original issue discount treated as interest which is not includible in gross income for federal income tax purposes.

In the case of an owner of a Discounted Obligation, the amount of original issue discount which is treated as having accrued with respect to such Discounted Obligation or is otherwise required to be recognized in gross income is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of a Discounted Obligation (including its sale or payment at maturity). Any amounts received upon disposition of a

Discounted Obligation that are attributable to accrued or otherwise recognized original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discounted Obligation, on days which are determined by reference to the maturity date of such Discounted Obligation. The amount treated as original issue discount on a Discounted Obligation for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discounted Obligation (determined by compounding at the close of each accrual period), and (ii) the amount which would have been the tax basis of such Discounted Obligation at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for such Discounted Obligation during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discounted Obligation the sum of the amounts which have been treated as original issue discount for such purposes during all prior periods. If a Discounted Obligation is sold between semiannual compounding dates, the original issue discount which would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

The Code contains additional provisions relating to the accrual of original issue discount in the case of owners of a Discounted Obligation who purchase such Discounted Obligations after the initial offering. Owners of Discounted Obligations including purchasers of the Discounted Obligations in the secondary market should consult their own tax advisors with respect to the determination for federal income tax purposes of original issue discount accrued with respect to such obligations as of any date and with respect to the state and local tax consequences of owning a Discounted Obligation.

### **Original Issue Premium**

The 2026 Series A Bonds that have an original yield below their interest rate, as shown on the inside cover page hereof, are being sold at a premium (collectively, the “Premium Obligations”). An amount equal to the excess of the issue price of a Premium Obligation over its stated redemption price at maturity constitutes premium on such Premium Obligation. An initial purchaser of such Premium Obligation must amortize any premium over such Premium Obligation’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Obligations callable before their maturity, by amortizing the premium to the call date, based upon the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, it offsets the interest allocable to the corresponding payment period and the purchaser’s basis in such Premium Obligation is reduced by a corresponding amount resulting in an increase in the gain (or a decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Obligation before its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of Premium Obligations should consult with their own tax advisors with respect to the determination and treatment of amortizable premium for federal income tax purposes and with respect to the state and local tax consequences of owning such Premium Obligations.

### **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 2026 Series A 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.

## **ENFORCEABILITY OF REMEDIES**

The remedies available to the Trustee and the owners of the 2026 Series A 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 2026 Series A Bonds and such documents will be qualified to the extent that the enforceability of certain legal rights related to the 2026 Series A 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 2026 Series A Bonds or which would adversely affect the application of the revenues of the Transportation Cabinet to the payment of the 2026 Series A 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 2026 Series A Bonds are subject to the approving legal opinion of Dinsmore & Shohl LLP, Louisville, Kentucky, Bond Counsel. The proposed form of approving opinion for the 2026 Series A Bonds is attached hereto as APPENDIX F. Such approving legal opinion will be delivered as of the date of issuance of the 2026 Series A 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 2026 Series A 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 2026 Series A 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 2016 Series Bonds to be refunded with the proceeds of the 2026 Series A 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 2026 Series A Bonds from gross income for federal tax purposes.

## **RATINGS**

Moody’s Investors Service, Inc. (“Moody’s”) and Fitch Ratings Inc. (“Fitch”) have assigned their municipal bond ratings of Aa2 and AA-, respectively, with a stable outlook to the 2026 Series A Bonds.

The rating of each respective rating agency only reflects the view of such rating agency. An explanation of the significance of the rating 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; and an explanation of the rating given by Fitch may be obtained from Fitch Ratings at One State Street Plaza, New York, New York 10004, (212) 908-0500. There is no assurance that ratings will continue for any given period of time or that ratings will not be revised downward or withdrawn entirely, if in the judgment of the rating agency, circumstances so warrant. Any downward revision or withdrawal could have an adverse effect on the market price of the 2026 Series A Bonds.

## **UNDERWRITING**

The 2026 Series A 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 2026 Series A Bonds at an aggregate purchase price of \$[ ] (which is equal to the principal amount of the 2026 Series A Bonds plus net original issuance premium of \$[ ] less underwriting discount of \$[ ]). The Underwriters will be obligated to purchase all 2026 Series A Bonds if any are purchased. The Underwriters have advised the Authority that they intend to make a public offering of the 2026 Series A 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 2026 Series A 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.

As described under the heading “PLAN OF FINANCE – Tender Offer” herein, pursuant to the Invitation, the Authority invited certain owners of the Target Bonds to tender their Target Bonds for cash payment. JPMS is serving as the Dealer Manager (the “Dealer Manager”) for the Tender Offer. For its services as Dealer Manager, the Dealer Manager will be compensated in an amount equal to a percentage of the aggregate principal amount of Target Bonds tendered and accepted for purchase by the Authority.

JPMS, one of the Underwriters of the 2026 Series A 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 2026 Series A Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any 2026 Series A 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 Authority (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Authority. 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.

PNC Capital Markets LLC (“PNCCM”) and PNC Bank, National Association are both wholly-owned subsidiaries of the PNC Financial Services Group, Inc. PNC Capital Markets LLC is not a bank, and is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association may have other banking and financial relationships with the Authority. PNCCM may offer to sell to its affiliate, PNC Wealth Management LLC (“PNCWM”), securities in PNCCM's inventory for resale to PNCWM's customers, including securities such as those to be offered by the Authority. PNCCM may share with PNCWM a portion of the fee or commission paid to PNCCM if any 2026 Series A Bonds are sold to customer of PNCWM.

Huntington Capital Markets, one of the underwriters of the 2026 Series A Bonds, has entered into a distribution and fee-sharing agreement with its affiliate The Huntington Investment Company (“HIC”) to allow for the distribution of certain municipal securities offerings to HIC's customers. Pursuant to this agreement, if any of the 2026 Series A Bonds are allocated to customers of HIC, Huntington Capital Markets will share a portion of the underwriting compensation attributable to such 2026 Series A Bonds with HIC. Huntington Capital Markets and HIC are both subsidiaries of Huntington Bancshares Incorporated. In addition, Huntington Capital Markets has entered into a distribution and fee-sharing agreement with Janney Montgomery Scott LLC (“JMS”) to allow for the distribution of certain municipal securities offerings to JMS' customers. Pursuant to this agreement, if any of the 2026 Series A Bonds are allocated to customers of JMS, Huntington Capital Markets will share a portion of the underwriting compensation attributable to such 2026 Series A Bonds with JMS.

#### **MUNICIPAL ADVISOR**

The Authority has retained Hilltop Securities Inc. (“Hilltop”), as municipal advisor in connection with this financing. The fees paid to Hilltop with respect to the sale of the 2026 Series A Bonds are contingent upon the issuance

and delivery of the 2026 Series A Bonds. Hilltop has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the Authority and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but Hilltop does not guarantee the accuracy or completeness of such information. Hilltop will not participate in the underwriting of the 2026 Series A Bonds.

## **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 G, 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 types of events with respect to the 2026 Series A 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 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.

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 2026 Series A 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 2026 Series A Bonds upon request directed to the Authority, 200 Mero Street, 5<sup>th</sup> Floor, Frankfort, Kentucky 40622, or the Underwriters, JPMS, 383 Madison Avenue, 3<sup>rd</sup> 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 2026 Series A Bonds.

### THE TURNPIKE AUTHORITY OF KENTUCKY

By: \_\_\_\_\_  
Treasurer, The Turnpike Authority of Kentucky

### THE TRANSPORTATION CABINET OF THE COMMONWEALTH OF KENTUCKY

By: \_\_\_\_\_  
Secretary, Transportation Cabinet

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## 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**

ENTITY	STATUTORY AUTHORITY/PURPOSE	DEBT LIMITATIONS	RATINGS <sup>1</sup>
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.	Aa3/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	Aa2/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.	Aa3/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

<sup>1</sup> As of September 18, 2024. Ratings, where applicable, include Moody’s, Standard & Poor’s, Fitch, and Kroll. 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-”.
- On September 18, 2024, Moody’s upgraded the Commonwealth’s issuer credit rating to “Aa2” from “Aa3” and its rating on the Commonwealth’s General Fund appropriation-backed debt to “Aa3” from “A1”. At the same time, Moody’s also upgraded its rating on the Commonwealth’s General Fund appropriation-backed debt associated with less essential projects to “A1” from “A2”, its rating on the Commonwealth’s Road Fund appropriation-backed debt issued by the State Property and Buildings Commission to “Aa2” from “Aa3”, its rating on the Kentucky School District Enhancement Program to “Aa3” from “A1”, and its rating on the Kentucky Public University Intercept Program to “Aa3” from “A1”.

Turnpike Authority of Kentucky

- On August 23, 2021, Kroll 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 29, 2023, S&P upgraded the Turnpike Authority of Kentucky’s Road Fund appropriation-supported obligations to “A” from “A-”.
- On September 18, 2024, Moody’s upgraded the Turnpike Authority of Kentucky’s Road Fund appropriation-supported obligations to “Aa2” from “Aa3”.

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+".
- On June 29, 2023, S&P upgraded certain GARVEEs, issued by the Kentucky Asset/Liability Commission, backed by appropriations from the Federal Highway Trust Fund to "A" 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".

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## APPENDIX B

### SUMMARY OF 2016 SERIES BONDS TO BE REFUNDED

#### 2016 Series A Bonds

The outstanding Economic Development Road Revenue Bonds (Revitalization Projects), 2016 Series A, dated April 7, 2016, maturing on the dates and in the amounts and bearing interest at the rates set forth below that are to be refunded:

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>CUSIP</b>
July 1, 2027	285,000	3.000%	491552 H65
July 1, 2027	25,055,000	5.000%	491552 J89
July 1, 2028	2,600,000	4.000%	491552 H73
July 1, 2028	23,995,000	5.000%	491552 J97
July 1, 2029	1,790,000	3.000%	491552 H81
July 1, 2029	8,185,000	5.000%	491552 K38

#### 2016 Series B Bonds

The outstanding Economic Development Road Revenue Bonds (Revitalization Projects), 2016 Series B, dated December 7, 2016, maturing on the dates and in the amounts and bearing interest at the rates set forth below that are to be refunded:

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>CUSIP</b>
July 1, 2027	\$2,510,000	5.000%	491552 L52
July 1, 2028	2,565,000	3.125%	491552 L60
July 1, 2031	2,715,000	5.000%	491552 L78
July 1, 2032	1,500,000	5.000%	491552 L86
July 1, 2033	2,925,000	5.000%	491552 L94
July 1, 2034	3,070,000	5.000%	491552 M28
July 1, 2035 <sup>1</sup>	3,225,000	3.900%	491552 M36
July 1, 2036 <sup>1</sup>	5,870,000	3.900%	491552 M36

<sup>1</sup>Sinking Fund of Term Bond

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## APPENDIX C

### TENDERED BONDS

#### THE TURNPIKE AUTHORITY OF KENTUCKY

##### Economic Development Road Revenue Bonds (Revitalization Projects), 2017 Series A

Bond Series	CUSIP <sup>(1)</sup> (491552)	Maturity (July 1)	Interest Rate (%)	Outstanding Principal Amount (\$)	Par Call Date (July 1)	Offer Purchase Price (as a percentage of par) <sup>(2)</sup>
2017A	N84	2032	5.000	1,835,000	2027	103.867
2017A	N92	2033	5.000	1,930,000	2027	103.766
2017A	P25	2034	3.500	2,025,000	2027	101.629
2017A	P33	2035	3.500	2,095,000	2027	101.549
2017A	P41	2036	5.000	2,170,000	2027	103.341
2017A	P58	2037	5.000	2,280,000	2027	103.258

\*Priced to the July 1, 2027 call date.

##### Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2021 Series B (Federally Taxable)

Bond Series	CUSIP <sup>(1)</sup> (491552)	Maturity (July 1)	Interest Rate (%)	Outstanding Principal Amount (\$)	Benchmark Treasury Security	Fixed Spread Basis Points (%)
2021B	S71	2027	1.418	1,065,000	2 Year	-15
2021B	S89	2028	1.668	12,560,000	2 Year	-15
2021B	S97	2029	1.768	12,765,000	3 Year	0
2021B	T21	2030	1.868	12,990,000	5 Year	0
2021B	T39	2031	1.968	13,235,000	5 Year	-5
2021B	T47	2032	2.118	13,495,000	7 Year	-5
2021B	T54	2033	2.268	13,785,000	7 Year	-5

##### Benchmark Treasury Securities

2-Year UST 3.500% due 01/31/2028 CUSIP: 91282CGH8  
3-Year UST 3.500% due 02/15/2029 CUSIP: 91282CQA2  
5-Year UST 3.750% due 01/31/2031 CUSIP: 91282CPW5  
7-Year UST 4.000% due 01/31/2033 CUSIP: 91282CPY1

- (1) CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (“CGS”), which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. These data are not intended to create a database and do not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of the registered owners of the applicable Target Bonds. Neither the Authority, the Dealer Manager, the Information and Tender Agent nor their respective agents or counsel assume responsibility for the accuracy of such numbers.
- Note: The Offer Purchase Prices for the Taxable Target Bonds (when determined in accordance with the procedures outlined in INTRODUCTION – Consideration for Tender Offer – Determination of Offer Purchase Prices for Taxable Target Bonds) will be derived from the Fixed Spreads, will be expressed as a dollar amount per \$100 principal amount of the Taxable Target Bonds, and exclude Accrued Interest. Accrued Interest on purchased Taxable Target Bonds will be paid by the Authority to but not including the Settlement Date in addition to the applicable Purchase Price. All capitalized terms used as defined herein.
- (2) Offer Purchase Prices are expressed as a dollar amount per \$100 principal amount of the Tax-Exempt Target Bonds, exclude Accrued Interest. Accrued Interest on purchased Tax-Exempt Target Bonds will be paid by the Authority to but not including the Settlement Date in addition to the applicable Purchase Price. All capitalized terms used as defined herein.

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## **APPENDIX D**

### **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 2026 Series A 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 2026 SERIES A 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 2026 SERIES A 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) 2026 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, depository 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 July 1, 2026.

“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 2026 SERIES A 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 2026 SERIES A 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-Fourth Supplemental Agreement” means the agreement dated as of April 1, 2026, 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-Fourth 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.



“Twenty-Third Supplemental Agreement” means the agreement dated as of April 1, 2025, 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-Third 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 2026 SERIES A 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.

## **Depository**

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 Depositories and at the direction of the Authority must be deposited in one or more Depositories 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 Depository 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, the Twenty-Second Supplemental Lease, the Twenty-Third Supplemental Lease, and the Twenty-Fourth 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, Twenty-Second Supplemental Lease, the Twenty-Third Supplemental Lease, and the Twenty-Fourth 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 2026 Series A 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, the Twenty-Second Supplemental Agreement, the Twenty-Third Supplemental Agreement, and the Twenty-Fourth 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, Twenty-Second Supplemental Agreement, Twenty-Third Supplemental Agreement, and Twenty-Fourth 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, Twenty-Second Supplemental Agreement, Twenty-Third Supplemental Agreement, and Twenty-Fourth Supplemental Agreement also affirm all covenants made in the Agreement, including the covenant to complete Revitalization Projects.

## APPENDIX E

### BOOK-ENTRY-ONLY SYSTEM

The 2026 Series A 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 2026 Series A 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 2026 Series A Bonds under the Resolution.

The following information about the book-entry-only system applicable to the 2026 Series A 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 2026 Series A 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 2026 Series A Bonds, in the aggregate principal amount of the 2026 Series A 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](http://www.dtcc.com).

Purchases of 2026 Series A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2026 Series A 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 2026 Series A 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 2026 Series A Bonds, except in the event that use of the book-entry-only system for the 2026 Series A Bonds is discontinued.

To facilitate subsequent transfers, all 2026 Series A 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 2026 Series A 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 2026 Series A Bonds; DTC’s records reflect only the identity of the Direct Participants

to whose accounts such 2026 Series A 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 2026 Series A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2026 Series A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2026 Series A Bond documents. For example, Beneficial Owners of 2026 Series A Bonds may wish to ascertain that the nominee holding the 2026 Series A 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 2026 Series A 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 2026 Series A 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 2026 Series A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the 2026 Series A 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 2026 Series A 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, 2026 Series A 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, 2026 Series A 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 2026 SERIES A 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 2026 SERIES A 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 2026 SERIES A 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 2026 Series A 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 2026 Series A 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 2026 Series A 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 E 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.*

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## APPENDIX F

### FORM OF OPINION OF BOND COUNSEL FOR THE 2026 SERIES A BONDS

April \_\_, 2026

The Turnpike Authority of Kentucky  
Frankfort, Kentucky

Re: \$99,430,000\* The Turnpike Authority of Kentucky Economic Development Road Revenue  
Refunding Bonds (Revitalization Projects) 2026 Series A (the “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 “Bonds”). The Bonds are issued as fully registered bonds without coupons in denominations of \$5,000 or integral multiples thereof.

The Bonds are dated and mature, and will bear interest at the rates or approximate yields as set forth in the Bond Purchase Agreement, dated March 4, 2026 (the “Bond Purchase Agreement”), by and between the Authority and J.P. Morgan Securities LLC, as representative of the underwriters. Interest on the Bonds will be payable on each January 1 and July 1, beginning July 1, 2026.

The 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 January 13, 2026 (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; a Twenty-Second Supplemental Agreement, dated as of June 1, 2024; a Twenty-Third Supplemental Agreement, dated as of April 1, 2025, and a Twenty-Fourth Supplemental Agreement, dated as of April 1, 2026 (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

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\* Preliminary, subject to change.

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 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; a Twenty-Second Supplemental Lease, dated as of June 1, 2024, a Twenty-Third Supplemental Lease, dated as of April 1, 2025, and a Twenty-Fourth Supplemental Lease, dated as of April 1, 2026 (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 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 of the Bonds.

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 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 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 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 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 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 Bonds.

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

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

The obligations of the Authority, and the enforceability thereof, with respect to the Bonds and the other documents described above are subject, in part, to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting creditors’ rights generally, now or hereafter in effect. Certain of such obligations, and enforcement thereof, are also subject to general equity principles, which may limit the specific enforcement of certain remedies but which do not affect the validity of such documents.

This opinion is based upon existing law as of the date of issuance and delivery of the Bonds and we express no opinion as of any date subsequent thereto.

Very truly yours,

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## **APPENDIX G**

### **FORM OF CONTINUING DISCLOSURE AGREEMENT AND ACKNOWLEDGEMENT BY TRUSTEE**

This Continuing Disclosure Agreement (the “Agreement”) dated as of April 1, 2026, 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, as supplemented by a First Supplemental Trust Indenture dated as of November 15, 2000 (collectively, the “Indenture”), between the Authority and the Trustee, is executed and delivered in connection with the issuance of the Authority’s \$99,430,000\* Economic Development Road Revenue Refunding Bonds (Revitalization Projects), 2026 Series A (the “2026 Series A Bonds”), pursuant to the Indenture and a Bond Resolution adopted by the Authority on January 13, 2026 (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 2026 Series A 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

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\* 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 2026 Series A 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 2026 Series A 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 2026 Series A 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 2026 Series A 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 2026 Series A Bonds, or (ii) the Holders of 100% of the principal amount of the 2026 Series A 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 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 2026 Series A Bonds, except that beneficial owners of 2026 Series A 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 2026 Series A Bonds, or by the Trustee on behalf of the Holders of Outstanding 2026 Series A 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 2026 Series A 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 2026 Series A 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 2026 Series A Bonds pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be Holders of 2026 Series A 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 2026 Series A Bonds and any beneficial owner thereof.

“Material Event” means any of the following events with respect to the 2026 Series A 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 2026 Series A 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 2026 Series A Bonds.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the 2026 Series A 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: Robert K. Miller  
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](http://www.emma.msrb.org).