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Telephone (502) 569-7525 Telefax (502) 569-7555 www.rubinhays.com

# RECEIVED 

Ms. Talina Mathews
SEP 162016
Executive Director
Kentucky Public Service Commission
Public Service
P.O. Box 615

Frankfort, Kentucky 40602

## Re: Henderson County Water District PSC Case No. 2016-00133

Dear Ms. Mathews:

In accordance with paragraphs 2 and 3 of the April 15, 2016 Order in the above referenced case, attached please find the First Amendment and Supplement to Assistance Agreement by and between the Henderson County Water District and the Kentucky Rural Water Finance Corporation and the final refunding schedules.

If you need any additional information or documentation, please let us know.

Sincerely,
Rubin \& Hays

WRJ:jlm


Enclosures

## FIRST AMENDMENT AND SUPPLEMENT TO ASSISTANCE AGREEMENT

This First Amendment and Supplement to Assistance Agreement made and entered into as of May 12, 2016 (the "First Amendment to Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the "Issuer") and the Henderson County Water District, P.O. Box 655, 655 South Main Street, Henderson, Kentucky 42419 (the "Governmental Agency"):

## WITNESSETH

WHEREAS, the Issuer has established its Public Projects Flexible Term Program (the "Program") designed to provide financing for the expansion, addition and improvements of public projects for governmental entities under which the Issuer issued, in various series, its Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program) (the "Bonds") pursuant to a Trust Indenture dated as of April 4, 2001, as supplemented from time to time (collectively, the "Indenture") between the Issuer and Regions Bank, Nashville, Tennessee (as successor in interest to Fifth Third Bank and The Bank of New York Trust Company, N.A.), as trustee (the "Trustee"), the net proceeds of which will be applied for the benefit of such governmental entities by making loans, pursuant to assistance agreements; and

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2016B (the "Series 2016B Bonds") in the aggregate principal amount of $\$ 8,440,000$, pursuant to a Supplemental Trust Indenture No. 65, dated as of May 12, 2016 by and between the Issuer and the Trustee, which Series 2016B Bonds will rank on a parity with the Series 2001 Bonds and the proceeds of which will be used by certain Governmental Agencies to acquire, construct and equip public projects described in various Assistance Agreements by and between the Governmental Agencies and the Issuer; and

WHEREAS, the Governmental Agency entered into an Assistance Agreement (the "Assistance Agreement") with the Issuer on April 11, 2006, pursuant to which the Issuer provided the Governmental Agency with a loan dated April 11, 2006, in the original principal amount of $\$ 4,692,000$, from the proceeds of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2006A (the "Loan"); and

WHEREAS, the proceeds of the Loan were used to advance refund the Henderson County Water District Water Revenue Bonds, Series 1997, dated July 1, 1997 in the original principal amount of $\$ 1,800,000$ and Henderson County (Kentucky) Water District Water Revenue Bonds, Series of 2000, dated June 1, 2000, in the original principal amount of
$\$ 2,625,000$, the proceeds of which bonds were used to make improvements and extensions to the Governmental Agency's water system (the "System"); and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable and in the public interest to amend and supplement the Assistance Agreement, in order to effect substantial debt service savings; and

WHEREAS, under the provisions of Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Governmental Agency is authorized to enter into this First Amendment to Assistance Agreement and to borrow the Obligations, as defined herein, to provide funds for the purpose stated in the Assistance Agreement; and

WHEREAS, the Issuer is willing to cooperate with the Governmental Agency in amending and supplementing the terms of the Loan to assist the Governmental Agency in achieving debt service savings upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained; and

WHEREAS, the Issuer and the Governmental Agency have determined to enter into this First Amendment to Assistance Agreement to set forth their respective duties, rights, covenants, and obligations with respect to the repayment of the Loan and the Obligations and the interest thereon;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE LOAN HEREBY EFFECTED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH PARTY, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE, EACH WITH THE OTHER AS FOLLOWS:

Section 1. Definitions. Unless the context clearly indicates some other meaning or as otherwise set forth below, the words and terms defined in the Assistance Agreement shall apply for the purposes of this First Amendment and Supplement to Assistance Agreement. In addition, the following terms shall have the meanings set forth below:
"Assistance Agreement" refers to the Assistance Agreement between the Issuer and the Governmental Agency, dated April 11, 2006, authorizing the Loan.
"First Amendment to Assistance Agreement" refers to this First Amendment and Supplement to Assistance Agreement supplementing and amending the Assistance Agreement, which authorized the Loan and the Obligations.
"Indenture" means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 65, dated May 12, 2016, by and between the Issuer and the Trustee.
"Interest Payment Date" shall mean the $1^{\text {st }}$ day of each month, commencing June 1, 2016 and continuing through and including January 1, 2026 or until the Loan has been paid in full.
"Loan" refers to the loan in the amount of $\$ 4,692,000$, dated April 11, 2006, to the Governmental Agency from the Issuer, as amended herein.
"Obligations" refers to the Loan originally authorized by the Assistance Agreement, which loan is supplemented, amended, modified and reauthorized by this First Amendment to Assistance Agreement, maturing January 1, 2026.
"Trustee" refers to Regions Bank, Nashville, Tennessee.
Section 2. Authorization of Obligations; Place of Payment; Manner of Execution. Section 3 of the Assistance Agreement is amended by the substitution of the following provisions:

That pursuant to the Constitution and laws of Kentucky, and particularly said Sections 58.010 through 58.140 , inclusive, of the Kentucky Revised Statutes, the Governmental Agency hereby authorizes this borrowing from the Program, for the purpose of providing funds for the Project.

Said Obligations shall mature in such principal amounts, and shall bear interest as set forth in Exhibit A attached hereto.

The principal of, redemption price, if any, and interest on the Obligations shall be payable in lawful money of the United States of America on the Interest Payment Date to the Trustee for the Program. Such payment shall be made by the Governmental Agency from funds on deposit in the Sinking Fund pursuant to the ACH Debit Direct Payment Method (the "ACH Method") as described and detailed in the ACH Debit Direct Payment Authorization Form (the "ACH Authorization Form") in a form as provided by the Trustee to the Governmental Agency. The ACH Authorization Form shall be completed, signed and forwarded to the Trustee prior to the Governmental Agency receiving any of the proceeds of the Loan.

Pursuant to the ACH Method, there shall be transferred to the Trustee on or before each Interest Payment Date, from the Sinking Fund, the amounts set forth as sinking fund payments on Exhibit A attached hereto.

In addition, in the event the Issuer is required to withdraw moneys from the Program Reserve Fund established pursuant to the Indenture to pay the principal of and interest on the Obligations and any other payments due under the Assistance Agreement as supplemented and amended by the First Amendment to Assistance Agreement on behalf of the Governmental Agency (the "Reserve Withdrawal"), the Governmental Agency shall pay to the Trustee, each amount set forth as sinking fund payments on Exhibit A attached hereto, pursuant to the ACH Method an amount equal to at least $1 / 12$ of the Reserve Withdrawal, plus accrued interest
thereon at the rate equal to the highest rate of interest paid by the investments making up the Program Reserve Fund until such Reserve Withdrawal has been replenished.

Section 3. Redemption. Section 4 of the Assistance Agreement is amended by the substitution of the following provisions:
(a) Optional Redemption. The Obligations are not subject to optional redemption prior to maturity.

Section 4. Revision of Debt Service Schedule and Amortization of Fees and Costs. Upon (i) the execution of this First Amendment to Assistance Agreement, (ii) the delivery of this First Amendment to Assistance Agreement to the Trustee, and (iii) certification of the Compliance Group that the Loan will continue to be accepted in the Program; the Issuer will amend the debt service schedule on the Governmental Agency's Loan as evidenced in the attached Exhibit A, which debt service schedule will amortize the fees and costs incurred by the Governmental Agency and any other pertinent expenses incident to the issuance, sale and delivery of the Obligations and such other appropriate expenses as may be approved by the Governmental Agency Chief Executive, including but not limited to the Governmental Agency's pro rata share of the Program's fees and expenses.

Section 5. Calculation of Revised Principal Amount of the Loan. The revised principal amount of the Loan is $\$ 3,080,000$, which amount was calculated as follows:

# Outstanding principal balance of the Loan on May 12, 2016 <br> \$3,205,000.00 <br> Plus accrued interest from February 1 to May 12, $2016 \quad 44,271.14$ <br> Plus fee to bondholders for early call of the Loan <br> Plus net costs associated with amending the debt service on the Loan -23,647.40 <br> Plus deposit to Governmental Agency's Sinking Fund (rounding) <br> Credit for current balance in Governmental Agency's Sinking Fund 

Revised principal amount of the Loan
$\$ 3,080,000.00$
[Signature page follows]

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Henderson County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION


Attest:

By $\qquad$ Secretary/Treasurer

HENDERSON COUNTY WATER DISTRICT

By $\qquad$ Chairman

Attest:

[^0]IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Henderson County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION
$\qquad$
President

HENDERSON COUNTY WATER DISTRICT

By $\qquad$
Chairman

Attest:
$\qquad$

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Henderson County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By $\qquad$
Attest:

By $\qquad$
Secretary/Treasurer

HENDERSON COUNTY WATER DISTRICT


## EXHIBIT A

Debt Service Schedule

KRWFC Flexible Term Program Series 2016 B
Sinking Fund Payment Schedule

## Borrower: Henderson County Water District <br> Closing Date: 05/12/16

|  | Monthly <br> Principal | Monthly Interest | Monthly Admin.Fees | Total Monthly Sinking Fund Payments |
| :---: | :---: | :---: | :---: | :---: |
| 6/16-1/17 | 33,125,00 | 7,135.99 | - | 40,260.99 |
| 2/17-7/17 | 25,416.67 | 5,950.00 | 586.46 | 31,953.13 |
| 8/17-1/18 | 25,416.67 | 5,950.00 | 586.46 | 31,953.13 |
| 2/18-7/18 | 26,250.00 | 5,187.50 | 522.92 | 31,960.42 |
| 8/18-1/19 | 26,250.00 | 5,187.50 | 522.92 | 31,960.42 |
| 2/19-7/19 | 27,500.00 | 4,400.00 | 457.29 | 32,357.29 |
| 8/19-1-20 | 27,500.00 | 4,400.00 | 457.29 | 32,357.29 |
| 2/20-7/20 | 28,333.33 | 3,575.00 | 388.54 | 32,296.88 |
| 8/20-1/21 | 28,333.33 | 3,575.00 | 388.54 | 32,296.88 |
| 2/21-7/21 | 28,750.00 | 3,008.33 | 317.71 | 32,076.04 |
| 8/21-1/22 | 28,750.00 | 3,008.33 | 317.71 | 32,076.04 |
| 2/22-7/22 | 29,166.67 | 2,433.33 | 245.83 | 31,845.83 |
| 8/22-1/23 | 29,166.67 | 2,433.33 | 245.83 | 31,845.83 |
| 2/23-7/23 | 22,500.00 | 1,850.00 | 172.92 | 24,522.92 |
| 8/23-1/24 | 22,500.00 | 1,850.00 | 172.92 | 24,522.92 |
| 2/24-7/24 | 22,916.67 | 1,400.00 | 116.67 | 24,433.33 |
| 8/24-1/25 | 22,916.67 | 1,400.00 | 116.67 | 24,433.33 |
| 2/25-7/25 | 23,750.00 | 712.50 | 59.38 | 24,521.88 |
| 8/25-1/26 | 23,750.00 | 712.50 | 59.38 | 24,521.88 |
| 2/26-7/26 |  | - | - | - |
|  | 3,080,000.00 | 399,287.92 | 34,412.50 | 3,513,700.42 |

## Final

\$3,080,000
Kentukcy Rural Water Finance Corporation
Public Projects Refunidng Revenue Bonds, Series 2016 B
Henderson County Water District

## Sources \& Uses

| Dated 05/12/2016 \| Delivered 05/12/2016 |  |
| :---: | :---: |
| Sources Of Funds |  |
| Par Amount of Bonds | \$3,080,000.00 |
| Reoffering Premium | 102,038.60 |
| Transfers from Prior Issue Debt Service Funds | 103,232.38 |
| Additional funds at Regions | 43,343.05 |
| Total Sources | \$3,328,614.03 |
| Uses Of Funds |  |
| Total Underwriter's Discount (0.964\%) | 29,691.20 |
| Costs of Issuance | 48,700.00 |
| Deposit to Current Refunding Fund | 3,249,271.14 |
| Rounding Amount | 951.69 |
| Total Uses | \$3,328,614.03 |

## \$3,080,000

Kentukcy Rural Water Finance Corporation
Public Projects Refunidng Revenue Bonds, Series 2016 B
Henderson County Water District

## Debt Service Comparison

| Date | Total P+1 | Net New D/S | Old Net D/S | Savings |
| :---: | :---: | :---: | :---: | :---: |
| 12/31/2016 | - | - | 66,964.75 | 66,964.75 |
| 12/31/2017 | 366,846.39 | 366,846.39 | 407,349.50 | 40,503.11 |
| 12/31/2018 | 378,481.25 | 378,481.25 | 413,681.00 | 35,199.75 |
| 12/31/2019 | 378,406.25 | 378,406.25 | 413,219.38 | 34,813.13 |
| 12/31/2020 | 382,925.00 | 382,925.00 | 416,143.13 | 33,218.13 |
| 12/31/2021 | 383,737.50 | 383,737.50 | 417,300.00 | 33,562.50 |
| 12/31/2022 | 381,031.25 | 381,031.25 | 417,705.00 | 36,673.75 |
| 12/31/2023 | 378,212.50 | 378,212.50 | 418,366.25 | 40,153.75 |
| 12/31/2024 | 291,237.50 | 291,237.50 | 331,150.00 | 39,912.50 |
| 12/31/2025 | 288,731.25 | 288,731.25 | 328,272.50 | 39,541.25 |
| 12/31/2026 | 289,631.25 | 289,631.25 | 329,863.75 | 40,232.50 |
| Total | \$3,519,240.14 | \$3,519,240.14 | \$3,960,015.26 | \$440,775.12 |

## PV Analysis Summary (Net to Net)

| Net FV Cashflow Savings | 440,775.12 |
| :---: | :---: |
| Gross PV Debt Service Savings | 392,064.55 |
| Net PV Cashflow Savings @ 2.588\%(AIC) | 392,064.55 |
| Transfers from Prior Issue Debt Service Fund | (103,232.38) |
| Additional Funds at Regions | $(43,343.05)$ |
| Contingency or Rounding Amount | 951.69 |
| Net Present Value Benefit | \$246,440.81 |
| Net PV Benefit / \$3,205,000 Refunded Principal | 9.019\% |
| Net Future Value Benefit | \$295,151.38 |
| Net PV Benefit / \$3,080,000 Refunding Principal | 9.385\% |
| Average Annual Cash Flow Savings | 44,077.51 |
| Refunding Bond Information |  |

## \$3,080,000

Kentukcy Rural Water Finance Corporation
Public Projects Refunidng Revenue Bonds, Series 2016 B
Henderson County Water District
Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+1 | Fiscal Total |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 05/12/2016 | - | - | - |  |  |
| 02/01/2017 | 265,000.00 | 3.250\% | 62,627.64 | 327,627.64 | - |
| 08/01/2017 | - | - | 39,218.75 | 327,218.75 |  |
| 12/31/2017 | - | - | 39,218.75 | 39,218.75 | 366,846.39 |
| 02/01/2018 | 305,000.00 | 3.250\% | 39,218.75 | 344,218.75 | 966,846.3 |
| 08/01/2018 | - | - | 34,262.50 | 34,262.50 | - |
| 12/31/2018 | - | - | - |  | 378,481 25 |
| 02/01/2019 | 315,000.00 | 3.250\% | 34,262.50 | 349,262.50 | 37,481.25 |
| 08/01/2019 |  | - | 29,143.75 | 29,143.75 | - |
| 12/31/2019 | - | - | - |  | 378,406.25 |
| 02/01/2020 | 330,000.00 | 3.250\% | 29,143.75 | 359,143.75 | 378,406.25 |
| 08/01/2020 | - | - | 23,781.25 | 23,781.25 | - |
| 12/31/2020 | - | - | - |  | 382,925.00 |
| 02/01/2021 | 340,000.00 | 2.250\% | 23,781.25 | 363,781.25 | 382,923.00 |
| 08/01/2021 | - | - | 19,956.25 | 19,956.25 |  |
| 12/31/2021 | - | - | - | 19,956.25 | 383,737.50 |
| 02/01/2022 | 345,000.00 | 2.250\% | 19,956.25 | 364,956.25 |  |
| 08/01/2022 | - | - | 16,075.00 | 16,075.00 |  |
| 12/31/2022 | - | - | - | 16,075.00 | 381,031.25 |
| 02/01/2023 | 350,000.00 | 2.250\% | 16,075.00 | 366,075.00 |  |
| 08/01/2023 | - | - | 12,137.50 | 12,137.50 |  |
| 12/31/2023 | - | - | - |  | 378,212.50 |
| 02/01/2024 | 270,000.00 | 2.250\% | 12,137.50 | 282,137.50 |  |
| 08/01/2024 | - | - | 9,100.00 | 9,100.00 | - |
| 12/31/2024 | - | - | - | . | 291,237.50 |
| 02/01/2025 | 275,000.00 | 3.250\% | 9,100.00 | 284,100.00 |  |
| 08/01/2025 | - | - | 4,631.25 | 4,631.25 | - |
| 12/31/2025 | - | - | - |  |  |
| 02/01/2026 | 285,000.00 | 3.250\% | 4,631.25 | 289,631.25 | , |
| 12/31/2026 | - | - | - | 289,631.25 | 289,631.25 |
| Total | \$3,080,000.00 | - | \$439,240.14 | \$3,519,240.14 | . |

Yield Statistics

| Bond Year Dollars | $\$ 15,980.89$ |
| :--- | ---: |
| Average Life | 5.189 Years |
| Average Coupon | $2.7485338 \%$ |
| Net Interest Cost (NIC) | $2.3002906 \%$ |
| True Interest Cost (TIC) | $2.2606898 \%$ |
| Bond Yield for Arbitrage Purposes | $\frac{2.5748109 \%}{2.58422 \%}$ |
| All Inclusive Cost (AIC) |  |
| IRS Form 8038 | 2.046 |
| Net Interest Cost | 5.191 Years |

## Final

## \$3,080,000

Kentukcy Rural Water Finance Corporation
Public Projects Refunidng Revenue Bonds, Series 2016 B
Henderson County Water District
Net Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+1 | Net New D/S |
| ---: | ---: | ---: | ---: | ---: | ---: |
| $\mathbf{1 2 / 3 1 / 2 0 1 6}$ | - | - | - | - |  |
| $12 / 31 / 2017$ | $265,000.00$ | $3.250 \%$ | $101,846.39$ | $366,846.39$ | - |
| $12 / 31 / 2018$ | $305,000.00$ | $3.250 \%$ | $73,481.25$ | $378,481.25$ | $37,846.39$ |
| $12 / 31 / 2019$ | $315,000.00$ | $3.250 \%$ | $63,406.25$ | $378,406.25$ | $378,41.25$ |
| $12 / 31 / 2020$ | $330,000.00$ | $3.250 \%$ | $52,925.00$ | $382,925.00$ | 382,9625 |
| $12 / 31 / 2021$ | $340,000.00$ | $2.250 \%$ | $43,737.50$ | $383,737.50$ | $383,737.50$ |
| $12 / 31 / 2022$ | $345,000.00$ | $2.250 \%$ | $36,031.25$ | $381,031.25$ | $381,031.25$ |
| $12 / 31 / 2023$ | $350,000.00$ | $2.250 \%$ | $28,212.50$ | $378,212.50$ | $378,212.50$ |
| $12 / 31 / 2024$ | $270,000.00$ | $2.250 \%$ | $21,237.50$ | $291,237.50$ | $291,237.50$ |
| $12 / 31 / 2025$ | $275,000.00$ | $3.250 \%$ | $13,731.25$ | $288,731.25$ | $288,731.25$ |
| $12 / 31 / 2026$ | $285,000.00$ | $3.250 \%$ | $4,631.25$ | $289,631.25$ | $289,631.25$ |
| Total | $\$ 3,080,000.00$ |  | - | $\$ 439,240.14$ | $\$ 3,519,240.14$ |

## \$3,080,000

Kentukcy Rural Water Finance Corporation
Public Projects Refunidng Revenue Bonds, Series 2016 B
Henderson County Water District

## Pricing Summary

| Maturity | Type of Bond | Coupon | Yield | Maturity Value | Price | Dollar Price |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 02/01/2017 | Serial Coupon | 3.250\% | 1.100\% | 265,000.00 | 101.535\% | 269,067.75 |
| 02/01/2018 | Serial Coupon | 3.250\% | 1.150\% | 305,000.00 | 103.564\% | 315,870.20 |
| 02/01/2019 | Serial Coupon | 3.250\% | 1.350\% | 315,000.00 | 105.055\% | 330,923.25 |
| 02/01/2020 | Serial Coupon | 3.250\% | 1.550\% | 330,000.00 | 106.119\% | 350,192.70 |
| 02/01/2021 | Serial Coupon | 2.250\% | 1.750\% | 340,000.00 | 102.254\% | 347,663.60 |
| 02/01/2022 | Serial Coupon | 2.250\% | 1.900\% | 345,000.00 | 101.887\% | 351,510.15 |
| 02/01/2023 | Serial Coupon | 2.250\% | 2.050\% | 350,000.00 | 101.248\% | 354,368.00 |
| 02/01/2024 | Serial Coupon | 2.250\% | 2.250\% | 270,000.00 | 100.000\% | 270,000.00 |
| 02/01/2025 | Serial Coupon | 3.250\% | 2.450\% | 275,000.00 | 106.244\% | 292,171.00 |
| 02/01/2026 | Serial Coupon | 3.250\% | 2.650\% | 285,000.00 | 105.108\% | 299,557.80 |
| Total | - | - | - | \$3,080,000.00 | - | \$3,181,324.45 |

Bid Information

| Par Amount of Bonds |  |
| :--- | ---: |
| Reoffering Premium or (Discount) | $\$ 3,080,000.00$ |
| Gross Production | $\mathbf{1 0 1 , 3 2 4 . 4 5}$ |
| Total Underwriter's Discount (0.964\%) | $\$ 3,181,324.45$ |
| Bid (102.326\%) | $\$(29,691.20)$ |
| Total Purchase Price | $3,151,633.25$ |
| Bond Year Dollars | $\$ 3,151,633.25$ |
| Average Life | $\$ 15,980.89$ |
| Average Coupon | 5.189 Years |
| Net Interest Cost (NIC) | $2.7485338 \%$ |
| True Interest Cost (TIC) | $2.3002906 \%$ |

Raymond James
\$1,854,000
Henderson County Water District
Kentucky Rural Water Finance Corporation
Series 2006 A

## Debt Service To Maturity And To Call

| Date | Kerunaed Bonds | Kerunded Interest | D/S To Call | Principal | Coupon | Interest | Refunded D/S |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 05/12/2016 | - | - | - |  | - |  |  |
| 05/30/2016 | 1,205,000.00 | 16,528.11 | 1,221,528.11 |  | - | - |  |
| 08/01/2016 | - | - | - | - | - | 25,000.50 | 25,000.50 |
| 02/01/2017 | - | - | - | 148,000.00 | 4.000\% | 25,000.50 | 173,000.50 |
| 08/01/2017 | - | - | - | - | - | 22,040.50 | 22,040.50 |
| 02/01/2018 | - | - | - | 157,000.00 | 4.100\% | 22,040.50 | 179,040.50 |
| 08/01/2018 | - | - | - | - | - | 18,822.00 | 18,822.00 |
| 02/01/2019 | - | - | - | 165,000.00 | 4.125\% | 18,822.00 | 183,822.00 |
| 08/01/2019 | - | - | - | - | - | 15,418.88 | 15,418.88 |
| 02/01/2020 | - | - | - | 173,000.00 | 4.125\% | 15,418.88 | 188,418.88 |
| 08/01/2020 | - | - | - | - | - | 11,850.75 | 11,850.75 |
| 02/01/2021 | - | - | - | 180,000.00 | 4.200\% | 11,850.75 | 191,850.75 |
| 08/01/2021 | - | - | - | - | - | 8,070.75 | 8,070.75 |
| 02/01/2022 | - | - | - | 187,000.00 | 4.200\% | 8,070.75 | 195,070.75 |
| 08/01/2022 | - | - | - | - | - | 4,143.75 | 4,143.75 |
| 02/01/2023 | - | - | - | 195,000.00 | 4.250\% | 4,143.75 | 199,143.75 |
| Total | \$1,205,000.00 | \$16,528.11 | \$1,221,528.11 | \$1,205,000.00 | - | \$210,694.26 | \$1,415,694.26 |

Yield Statistics

| Base date for Avg. Life \& Avg. Coupon Calculation | $5 / 12 / 2016$ |
| :--- | ---: |
| Average Life | 3.899 Years |
| Average Coupon | $4.1862305 \%$ |
| Weighted Average Maturity (Par Basis) | 3.899 Years |
| Weighted Average Maturity (Original Price Basis) | 3.895 Years |
| Refunding Bond Information |  |
|  |  |
| Refunding Dated Date | $5 / 12 / 2016$ |
| Refunding Delivery Date | $5 / 12 / 2016$ |

## Henderson County Water District

Kentucky Rural Water Finance Corporation
Series 2006 A

## Debt Service To Maturity And To Call

| Date | Ketunded Bonds | Kefunded Interest | D/S To Call | Principal | Coupon | Interest | Refunded D/S |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 05/12/2016 | - | - | - | - | - | - | - |
| 05/30/2016 | 2,000,000.00 | 27,743.03 | 2,027,743.03 | - | - | - | - |
| 08/01/2016 | - | - | - | - | - | 41,964.25 | 41,964.25 |
| 02/01/2017 | - | - | - | 131,000.00 | 4.000\% | 41,964.25 | 172,964.25 |
| 08/01/2017 | - | - | - | - | - | 39,344.25 | 39,344.25 |
| 02/01/2018 | - | - | - | 140,000.00 | 4.100\% | 39,344.25 | 179,344.25 |
| 08/01/2018 | - | - | - | - | - | 36,474.25 | 36,474.25 |
| 02/01/2019 | - | - | - | 144,000.00 | 4.125\% | 36,474.25 | 180,474.25 |
| 08/01/2019 | - | - | - | - | - | 33,504.25 | 33,504.25 |
| 02/01/2020 | - | - | - | 152,000.00 | 4.125\% | 33,504.25 | 185,504.25 |
| 08/01/2020 | - | - | - | - | - | 30,369.25 | 30,369.25 |
| 02/01/2021 | - | - | - | 160,000.00 | 4.200\% | 30,369.25 | 190,369.25 |
| 08/01/2021 | - | - | - | - | - | 27,009.25 | 27,009.25 |
| 02/01/2022 | - | - | - | 168,000.00 | 4.200\% | 27,009.25 | 195,009.25 |
| 08/01/2022 | - | - | - | - | - | 23,481.25 | 23,481.25 |
| 02/01/2023 | - | - | - | 176,000.00 | 4.250\% | 23,481.25 | 199,481.25 |
| 08/01/2023 | - | - | - | - | - | 19,741.25 | 19,741.25 |
| 02/01/2024 | - | - | - | 298,000.00 | 4.250\% | 19,741.25 | 317,741.25 |
| 08/01/2024 | - | - | - | - | - | 13,408.75 | 13,408.75 |
| 02/01/2025 | - | - | - | 308,000.00 | 4.250\% | 13,408.75 | 321,408.75 |
| 08/01/2025 | - | - | - | - | - | 6,863.75 | 6,863.75 |
| 02/01/2026 | - | - | - | 323,000.00 | 4.250\% | 6,863.75 | 329,863.75 |
| Total | \$2,000,000.00 | \$27,743.03 | \$2,027,743.03 | \$2,000,000.00 | - | \$544,321.00 | \$2,544,321.00 |

Yield Statistics

| Base date for Avg. Life \& Avg. Coupon Calculation | $5 / 12 / 2016$ |
| :--- | ---: |
| Average Life | 6.158 Years |
| Average Coupon | $4.2284759 \%$ |
| Weighted Average Maturity (Par Basis) | 6.158 Years |
| Weighted Average Maturity (Original Price Basis) | 6.146 Years |
|  |  |
| Refunding Bond Information |  |


| Refunding Dated Date | 5/12/2016 |
| :--- | :--- |
| Refunding Delivery Date | $5 / 12 / 2016$ |


[^0]:    By $\qquad$
    Secretary

