

# Rubin & Hays

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CHARLES S. MUSSON  
W. RANDALL JONES  
CHRISTIAN L. JUCKETT

RECEIVED

September 14, 2016

SEP 16 2016

Public Service  
Commission

Ms. Talina Mathews  
Executive Director  
Kentucky Public Service Commission  
P.O. Box 615  
Frankfort, Kentucky 40602

Re: Warren County Water District PSC Case No. 2016-00134

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 Warren 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

By   
W. Randall Jones

WRJ:jlm  
Enclosures

RECEIVED

SEP 16 2016

Public Service  
Commission

**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 Warren County Water District, 523 Highway 31W Bypass, Bowling Green, Kentucky 42101 (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 \$3,098,000, 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 advance the principal maturities coming due on and after January 1, 2010 of the original authorized \$3,650,000 of Warren County Water District Water Revenue Bonds, Series 1999B, dated September 1, 1999, the proceeds of which bonds were used to make improvements and extensions to the Governmental Agency's municipal water distribution 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<sup>st</sup> day of each month, commencing June 1, 2016 and continuing through and including January 1, 2030 or until the Loan has been paid in full.

"*Loan*" refers to the loan in the amount of \$3,098,000, 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, 2030.

"*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 maturing on and prior to January 1, 2026 shall not be subject to optional redemption prior to maturity. Subject to the prior written approval of the Compliance Group, the Obligations maturing on or after January 1, 2027 are subject to optional redemption, in whole or in part, by the Governmental Agency prior to their stated maturity, at any time falling on or after January 1, 2026 at a redemption price equal to 100% of the principal amount of the Obligations called for redemption, plus unpaid interest accrued to the date of redemption.

**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.

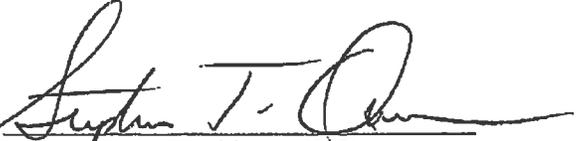
**Section 5. Calculation of Revised Principal Amount of the Loan.** The revised principal amount of the Loan is \$2,295,000, which amount was calculated as follows:

Outstanding principal balance of the Loan on May 12, 2016	\$2,325,000.00
Plus accrued interest from February 1 to May 12, 2016	32,467.33
Plus fee to bondholders for early call of the Loan	0.00
Plus net costs associated with amending the debt service on the Loan	9,629.05
Plus deposit to Governmental Agency's Sinking Fund (rounding)	4,853.87
Credit for current balance in Governmental Agency's Sinking Fund	<u>(76,950.25)</u>
<b>Revised principal amount of the Loan</b>	<b>\$2,295,000.00</b>

*[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 Warren 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   
President

Attest:

By \_\_\_\_\_  
Secretary/Treasurer

WARREN COUNTY WATER DISTRICT

By \_\_\_\_\_  
Chairman

Attest:

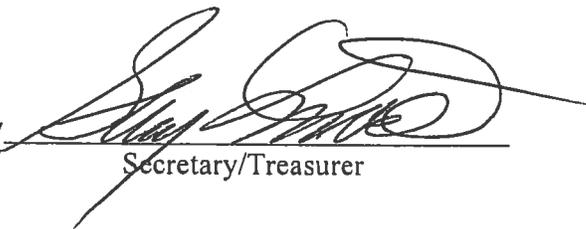
By \_\_\_\_\_  
Secretary

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 Warren 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 \_\_\_\_\_  
President

Attest:

By  \_\_\_\_\_  
Secretary/Treasurer

WARREN COUNTY WATER DISTRICT

By \_\_\_\_\_  
Chairman

Attest:

By \_\_\_\_\_  
Secretary

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 Warren 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.

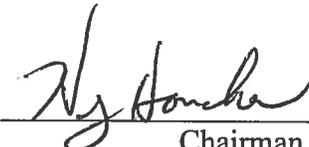
KENTUCKY RURAL WATER FINANCE CORPORATION

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

Attest:

By \_\_\_\_\_  
Secretary/Treasurer

WARREN COUNTY WATER DISTRICT

By  \_\_\_\_\_  
Chairman

Attest:

By  \_\_\_\_\_  
Secretary

**EXHIBIT A**

**Debt Service Schedule**

**KRWFC Flexible Term Program Series 2016 B**  
**Sinking Fund Payment Schedule**

Admin. Fees

**Borrower:** Warren County Water District  
**Closing Date:** 05/12/16

	Monthly Principal	Monthly Interest	Monthly Admin.Fees	Total Monthly Sinking Fund Payments
6/16-1/17	15,000.00	5,489.14		20,489.14
2/17-7/17	12,083.33	4,786.46	453.13	17,322.92
8/17-1/18	12,083.33	4,786.46	453.13	17,322.92
2/18-7/18	12,083.33	4,423.96	422.92	16,930.21
8/18-1/19	12,083.33	4,423.96	422.92	16,930.21
2/19-7/19	12,916.67	4,061.46	392.71	17,370.83
8/19-1-20	12,916.67	4,061.46	392.71	17,370.83
2/20-7/20	12,916.67	3,673.96	360.42	16,951.04
8/20-1/21	12,916.67	3,673.96	360.42	16,951.04
2/21-7/21	13,333.33	3,415.63	328.13	17,077.08
8/21-1/22	13,333.33	3,415.63	328.13	17,077.08
2/22-7/22	13,750.00	3,148.96	294.79	17,193.75
8/22-1/23	13,750.00	3,148.96	294.79	17,193.75
2/23-7/23	13,750.00	2,873.96	260.42	16,884.38
8/23-1/24	13,750.00	2,873.96	260.42	16,884.38
2/24-7/24	13,750.00	2,598.96	226.04	16,575.00
8/24-1/25	13,750.00	2,598.96	226.04	16,575.00
2/25-7/25	14,583.33	2,186.46	191.67	16,961.46
8/25-1/26	14,583.33	2,186.46	191.67	16,961.46
2/26-7/26	15,000.00	1,748.96	155.21	16,904.17
8/26-1/27	15,000.00	1,748.96	155.21	16,904.17
2/27-7/27	15,416.67	1,373.96	117.71	16,908.33
8/27-1/28	15,416.67	1,373.96	117.71	16,908.33
2/28-7/28	15,416.67	950.00	79.17	16,445.83
8/28-1/29	15,416.67	950.00	79.17	16,445.83
2/29-7/29	16,250.00	487.50	40.63	16,778.13
8/29-1/30	16,250.00	487.50	40.63	16,778.13
2/30-7/30		-	-	-
	<u>2,295,000.00</u>	<u>472,675.59</u>	<u>39,875.00</u>	<u>2,807,550.59</u>

Final

**\$2,295,000**

Kentucky Rural Water Finance Corporation  
Public Projects Refunding Revenue Bonds, Series 2016 B  
Warren County Water District

## Sources & Uses

Dated 05/12/2016 | Delivered 05/12/2016

### Sources Of Funds

Par Amount of Bonds	\$2,295,000.00
Reoffering Premium	49,419.75
Transfers from Prior Issue Debt Service Funds	54,805.13
Additional funds at Regions	22,145.12

**Total Sources** **\$2,421,370.00**

### Uses Of Funds

Total Underwriter's Discount (0.964%)	22,123.80
Costs of Issuance	36,925.00
Deposit to Current Refunding Fund	2,357,467.33
Rounding Amount	4,853.87

**Total Uses** **\$2,421,370.00**

Final

**\$2,295,000**

Kentucky Rural Water Finance Corporation  
Public Projects Refunding Revenue Bonds, Series 2016 B  
Warren County Water District

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/31/2016	-	-	49,110.25	49,110.25
12/31/2017	199,478.40	199,478.40	216,800.50	17,322.10
12/31/2018	205,518.75	205,518.75	223,654.00	18,135.25
12/31/2019	200,806.25	200,806.25	216,225.63	15,419.38
12/31/2020	205,931.25	205,931.25	224,533.13	18,601.88
12/31/2021	201,668.75	201,668.75	218,497.50	16,828.75
12/31/2022	203,125.00	203,125.00	222,197.50	19,072.50
12/31/2023	204,468.75	204,468.75	224,457.50	19,988.75
12/31/2024	200,756.25	200,756.25	220,423.75	19,667.50
12/31/2025	196,218.75	196,218.75	218,220.00	22,001.25
12/31/2026	200,693.75	200,693.75	220,697.50	20,003.75
12/31/2027	200,375.00	200,375.00	220,745.00	20,370.00
12/31/2028	200,125.00	200,125.00	222,360.00	22,235.00
12/31/2029	194,343.75	194,343.75	218,652.50	24,308.75
12/31/2030	198,168.75	198,168.75	219,622.50	21,453.75
<b>Total</b>	<b>\$2,811,678.40</b>	<b>\$2,811,678.40</b>	<b>\$3,136,197.26</b>	<b>\$324,518.86</b>

### PV Analysis Summary (Net to Net)

Net FV Cashflow Savings	324,518.86
Gross PV Debt Service Savings	268,461.33
Net PV Cashflow Savings @ 2.991%(AIC)	268,461.33
Transfers from Prior Issue Debt Service Fund	(54,805.13)
Additional Funds at Regions	(22,145.12)
Contingency or Rounding Amount	4,853.87
Net Present Value Benefit	\$196,364.95
Net PV Benefit / \$2,325,000 Refunded Principal	9.383%
Net Future Value Benefit	\$252,422.48
Net PV Benefit / \$2,295,000 Refunding Principal	9.506%
Average Annual Cash Flow Savings	23,179.92

### Refunding Bond Information

Refunding Dated Date	5/12/2016
Refunding Delivery Date	5/12/2016

Final

**\$2,295,000**

Kentucky Rural Water Finance Corporation  
 Public Projects Refunding Revenue Bonds, Series 2016 B  
 Warren County Water District

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/12/2016	-	-	-	-	-
02/01/2017	120,000.00	3.250%	48,040.90	168,040.90	-
08/01/2017	-	-	31,437.50	31,437.50	-
12/31/2017	-	-	-	-	199,478.40
02/01/2018	145,000.00	3.250%	31,437.50	176,437.50	-
08/01/2018	-	-	29,081.25	29,081.25	-
12/31/2018	-	-	-	-	205,518.75
02/01/2019	145,000.00	3.250%	29,081.25	174,081.25	-
08/01/2019	-	-	26,725.00	26,725.00	-
12/31/2019	-	-	-	-	200,806.25
02/01/2020	155,000.00	3.250%	26,725.00	181,725.00	-
08/01/2020	-	-	24,206.25	24,206.25	-
12/31/2020	-	-	-	-	205,931.25
02/01/2021	155,000.00	2.250%	24,206.25	179,206.25	-
08/01/2021	-	-	22,462.50	22,462.50	-
12/31/2021	-	-	-	-	201,668.75
02/01/2022	160,000.00	2.250%	22,462.50	182,462.50	-
08/01/2022	-	-	20,662.50	20,662.50	-
12/31/2022	-	-	-	-	203,125.00
02/01/2023	165,000.00	2.250%	20,662.50	185,662.50	-
08/01/2023	-	-	18,806.25	18,806.25	-
12/31/2023	-	-	-	-	204,468.75
02/01/2024	165,000.00	2.250%	18,806.25	183,806.25	-
08/01/2024	-	-	16,950.00	16,950.00	-
12/31/2024	-	-	-	-	200,756.25
02/01/2025	165,000.00	3.250%	16,950.00	181,950.00	-
08/01/2025	-	-	14,268.75	14,268.75	-
12/31/2025	-	-	-	-	196,218.75
02/01/2026	175,000.00	3.250%	14,268.75	189,268.75	-
08/01/2026	-	-	11,425.00	11,425.00	-
12/31/2026	-	-	-	-	200,693.75
02/01/2027	180,000.00	2.750%	11,425.00	191,425.00	-
08/01/2027	-	-	8,950.00	8,950.00	-
12/31/2027	-	-	-	-	200,375.00
02/01/2028	185,000.00	3.000%	8,950.00	193,950.00	-
08/01/2028	-	-	6,175.00	6,175.00	-
12/31/2028	-	-	-	-	200,125.00
02/01/2029	185,000.00	3.250%	6,175.00	191,175.00	-
08/01/2029	-	-	3,168.75	3,168.75	-
12/31/2029	-	-	-	-	194,343.75
02/01/2030	195,000.00	3.250%	3,168.75	198,168.75	-
12/31/2030	-	-	-	-	198,168.75
<b>Total</b>	<b>\$2,295,000.00</b>	<b>-</b>	<b>\$516,678.40</b>	<b>\$2,811,678.40</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$17,601.13
Average Life	7.669 Years
Average Coupon	2.9354851%
Net Interest Cost (NIC)	2.7824037%
True Interest Cost (TIC)	2.7509235%
Bond Yield for Arbitrage Purposes	2.5748109%
All Inclusive Cost (AIC)	2.9911826%

### IRS Form 8038

Net Interest Cost	2.6178492%
Weighted Average Maturity	7.620 Years

Final

**\$2,295,000**

Kentucky Rural Water Finance Corporation

Public Projects Refunding Revenue Bonds, Series 2016 B

Warren County Water District

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
12/31/2016	-	-	-	-	-
12/31/2017	120,000.00	3.250%	79,478.40	199,478.40	199,478.40
12/31/2018	145,000.00	3.250%	60,518.75	205,518.75	205,518.75
12/31/2019	145,000.00	3.250%	55,806.25	200,806.25	200,806.25
12/31/2020	155,000.00	3.250%	50,931.25	205,931.25	205,931.25
12/31/2021	155,000.00	2.250%	46,668.75	201,668.75	201,668.75
12/31/2022	160,000.00	2.250%	43,125.00	203,125.00	203,125.00
12/31/2023	165,000.00	2.250%	39,468.75	204,468.75	204,468.75
12/31/2024	165,000.00	2.250%	35,756.25	200,756.25	200,756.25
12/31/2025	165,000.00	3.250%	31,218.75	196,218.75	196,218.75
12/31/2026	175,000.00	3.250%	25,693.75	200,693.75	200,693.75
12/31/2027	180,000.00	2.750%	20,375.00	200,375.00	200,375.00
12/31/2028	185,000.00	3.000%	15,125.00	200,125.00	200,125.00
12/31/2029	185,000.00	3.250%	9,343.75	194,343.75	194,343.75
12/31/2030	195,000.00	3.250%	3,168.75	198,168.75	198,168.75
<b>Total</b>	<b>\$2,295,000.00</b>	<b>-</b>	<b>\$516,678.40</b>	<b>\$2,811,678.40</b>	<b>\$2,811,678.40</b>

Final

**\$2,295,000**

Kentucky Rural Water Finance Corporation  
Public Projects Refunding Revenue Bonds, Series 2016 B  
Warren 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%	120,000.00	101.535%	121,842.00
02/01/2018	Serial Coupon	3.250%	1.150%	145,000.00	103.564%	150,167.80
02/01/2019	Serial Coupon	3.250%	1.350%	145,000.00	105.055%	152,329.75
02/01/2020	Serial Coupon	3.250%	1.550%	155,000.00	106.119%	164,484.45
02/01/2021	Serial Coupon	2.250%	1.750%	155,000.00	102.254%	158,493.70
02/01/2022	Serial Coupon	2.250%	1.900%	160,000.00	101.887%	163,019.20
02/01/2023	Serial Coupon	2.250%	2.050%	165,000.00	101.248%	167,059.20
02/01/2024	Serial Coupon	2.250%	2.250%	165,000.00	100.000%	165,000.00
02/01/2025	Serial Coupon	3.250%	2.450%	165,000.00	106.244%	175,302.60
02/01/2026	Serial Coupon	3.250%	2.650%	175,000.00	105.108%	183,939.00
02/01/2027	Serial Coupon	2.750%	2.850%	180,000.00	99.079%	178,342.20
02/01/2028	Serial Coupon	3.000%	3.050%	185,000.00	99.507%	184,087.95
02/01/2030	Term 1 Coupon	3.250%	3.250%	380,000.00	100.000%	380,000.00
<b>Total</b>	-	-	-	<b>\$2,295,000.00</b>	-	<b>\$2,344,067.85</b>

### Bid Information

Par Amount of Bonds	\$2,295,000.00
Reoffering Premium or (Discount)	49,067.85
Gross Production	\$2,344,067.85
Total Underwriter's Discount (0.964%)	\$(22,123.80)
Bid (101.174%)	2,321,944.05
Total Purchase Price	\$2,321,944.05
Bond Year Dollars	\$17,601.13
Average Life	7.669 Years
Average Coupon	2.9354851%
Net Interest Cost (NIC)	2.7824037%
True Interest Cost (TIC)	2.7509235%

Final

**\$3,098,000**

Warren County Water District  
 Kentucky Rural Water Finance Corporation  
 Flexible Term Program, Series 2006 A

**Debt Service To Maturity And To Call**

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
05/12/2016	-	-	-	-	-	-	-
05/30/2016	2,325,000.00	32,467.33	2,357,467.33	-	-	-	-
08/01/2016	-	-	-	-	-	49,110.25	49,110.25
02/01/2017	-	-	-	121,000.00	4.000%	49,110.25	170,110.25
08/01/2017	-	-	-	-	-	46,690.25	46,690.25
02/01/2018	-	-	-	133,000.00	4.100%	46,690.25	179,690.25
08/01/2018	-	-	-	-	-	43,963.75	43,963.75
02/01/2019	-	-	-	131,000.00	4.125%	43,963.75	174,963.75
08/01/2019	-	-	-	-	-	41,261.88	41,261.88
02/01/2020	-	-	-	145,000.00	4.125%	41,261.88	186,261.88
08/01/2020	-	-	-	-	-	38,271.25	38,271.25
02/01/2021	-	-	-	145,000.00	4.200%	38,271.25	183,271.25
08/01/2021	-	-	-	-	-	35,226.25	35,226.25
02/01/2022	-	-	-	155,000.00	4.200%	35,226.25	190,226.25
08/01/2022	-	-	-	-	-	31,971.25	31,971.25
02/01/2023	-	-	-	164,000.00	4.250%	31,971.25	195,971.25
08/01/2023	-	-	-	-	-	28,486.25	28,486.25
02/01/2024	-	-	-	167,000.00	4.250%	28,486.25	195,486.25
08/01/2024	-	-	-	-	-	24,937.50	24,937.50
02/01/2025	-	-	-	172,000.00	4.250%	24,937.50	196,937.50
08/01/2025	-	-	-	-	-	21,282.50	21,282.50
02/01/2026	-	-	-	182,000.00	4.250%	21,282.50	203,282.50
08/01/2026	-	-	-	-	-	17,415.00	17,415.00
02/01/2027	-	-	-	190,000.00	4.300%	17,415.00	207,415.00
08/01/2027	-	-	-	-	-	13,330.00	13,330.00
02/01/2028	-	-	-	200,000.00	4.300%	13,330.00	213,330.00
08/01/2028	-	-	-	-	-	9,030.00	9,030.00
02/01/2029	-	-	-	205,000.00	4.300%	9,030.00	214,030.00
08/01/2029	-	-	-	-	-	4,622.50	4,622.50
02/01/2030	-	-	-	215,000.00	4.300%	4,622.50	219,622.50
<b>Total</b>	<b>\$2,325,000.00</b>	<b>\$32,467.33</b>	<b>\$2,357,467.33</b>	<b>\$2,325,000.00</b>	<b>-</b>	<b>\$811,197.26</b>	<b>\$3,136,197.26</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	5/12/2016
Average Life	7.905 Years
Average Coupon	4.2636202%
Weighted Average Maturity (Par Basis)	7.905 Years
Weighted Average Maturity (Original Price Basis)	7.876 Years

**Refunding Bond Information**

Refunding Dated Date	5/12/2016
Refunding Delivery Date	5/12/2016