

ORDINANCE NO. 140 -2023

ORDINANCE OF THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING AND APPROVING THE EXECUTION OF A NINTH SUPPLEMENTAL LEASE AGREEMENT BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD AS THE LESSOR AND THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AS THE LESSEE IN CONNECTION WITH THE ISSUANCE OF THE LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD GENERAL AIRPORT REVENUE OBLIGATION, 2023 SERIES A (CREDIT NOTE) (LEXINGTON- FAYETTE URBAN COUNTY GOVERNMENT GENERAL OBLIGATION), EVIDENCING A LINE OF CREDIT AGREEMENT BY AND BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD AND PINNACLE BANK IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,000,000, FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR CERTAIN AIRPORT FACILITIES AT THE BLUE GRASS AIRPORT IN FAYETTE COUNTY, KENTUCKY.

WHEREAS, the Lexington-Fayette Urban County Airport Board (the “Board”) seeks to provide interim financing for (a) runway rehabilitation and safety modifications projects, initial safety coordination, preliminary design and development; (b) terminal improvements including but not limited to restroom facilities and baggage conveyors, expansion of passenger and baggage screening facilities, Jet Bridge replacements and related equipment replacements; parking and road improvements; (c) improvements to the Airport Traffic Control Tower (the “Tower”) including the design and relocation of the Tower; (d) acquisition of equipment including but not limited to acquisition of Tugs, Deicers, Air Stairs; and (e) the acquisition, equipping, furnishing and installation of other capital expenditures (collectively, the “2023A Project”) at Blue Grass Airport, Lexington, Kentucky (the “Airport”); and

WHEREAS, the Board has determined to provide such interim financing for such 2023A Project by entering into the 2023 Credit Facility, in order to obtain a line of credit in a maximum aggregate principal amount not to exceed \$16,000,000; and

WHEREAS, the 2023 Credit Facility will be secured by the Eleventh Supplement, amending and supplementing the Trust Indenture and shall constitute an Obligation, in the form of an Additional Obligation Instrument, thereunder (as such terms are defined therein); and

WHEREAS, in connection with the anticipated execution and delivery of the 2023 Credit Facility, it is necessary that all actions of the Board and all documents necessary to be executed and delivered by the Board be specifically approved by the Urban County Council of the Lexington-Fayette Urban County Government; and

WHEREAS, the documents identified herein have been prepared and tendered to the Board and this Urban County Council.

NOW, THEREFORE, BE IT ORDAINED BY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AS FOLLOWS:

SECTION 1. Definitions.

All words and terms defined in the Trust Indenture, as amended by the Eleventh Supplement, and the Lease, and all interpretations therein provided shall have the same meanings, respectively, and be subject to the same interpretations as therein provided where used in this Ordinance, unless the context or use clearly indicates another or different meaning or intent. The terms "hereof," "hereby," "hereto," "herein," and "hereunder," and similar terms, mean this Ordinance. In addition, the following terms used herein shall have the meanings set forth below:

“Credit Facility Advances” shall mean advances of funds under the Loan, as further described in the 2023 Credit Facility, in the form of 2023A Project Credit Facility Advances and/or Current Expense Credit Facility Advances.

“Credit Support Provider” means Pinnacle Bank or an affiliate or subsidiary of Pinnacle Financial Partners and/or Pinnacle Bank.

“Current Expense Credit Facility Advance” means a Credit Facility Advance made under the Loan for the purpose of paying Current Expenses, as further described in the Credit Facility.

“Current Expenses” means any cost or expense paid or incurred in connection with or related to the Airport whether or not of a capital nature and whether or not related to Airport Facilities, including but not limited to, amounts needed to satisfy any judgment and the cost of any noise mitigation programs (which includes operating expenses of the Airport).

“Eleventh Supplement” means the Eleventh Supplemental Trust Indenture, dated as of December 15, 2023, (or such other date as determined by the Fiscal Officer) by and between the Board and the Trustee, amending and supplementing the Trust Indenture.

“Fiscal Officer” means the Director of Administration and Finance of the Airport or such other person designated by the Board to act as Fiscal Officer for purposes of the Eleventh Supplemental Indenture.

“Lease” means the Lease Agreement, dated as of November 1, 2008, between the Board, as lessor, and the Lexington-Fayette Urban County Government, as lessee, as the same may be duly amended, modified or supplemented in accordance with its terms.

“Loan” shall mean a line of credit in a maximum aggregate principal amount not to exceed \$16,000,000 and any and all Credit Facility Advances under the 2023 Credit Facility, as further described therein.

“Loan Agreement” means the Line of Credit Agreement, dated as of December 18, 2023 (or such other date as determined by the Fiscal Officer), by and between the Board and the Credit Support Provider, evidenced by the Note, entered into to provide for a Loan in the form of Credit Facility Advances by the Credit Support Provider to the Board, from time to time, under a line of credit in a maximum aggregate principal amount not to exceed \$16,000,000, which constitutes a which constitutes an Additional Obligation Instrument under the Trust Indenture.

“Ninth Supplemental Lease” means the Ninth Supplemental Lease Agreement, dated as of December 15, 2023 (or such other date as determined by the Fiscal Officer), by and between the Board and the Lexington-Fayette Urban County Government, amending and supplementing the Lease.

“Note” means the credit note, dated December 18, 2023 (or such other date as determined by the Fiscal Officer) to be delivered by the Board to the Credit Support Provider, further designated as the “Lexington-Fayette Urban County Airport Board General Airport Revenue Obligation, 2023 Series A (Credit Note) (Lexington-Fayette Urban County Government General Obligation).”

“2023 Credit Facility” means, together, the Loan Agreement and the Note.

“2023A Project” has the meaning set forth in the Recitals.

“2023A Project Credit Facility Advance” mean a Credit Facility Advance made under the Loan for the purpose of paying the 2023A Project, as further described in the 2023 Credit Facility.

“2023A Series Resolution” means the Series Resolution adopted by the Board on November 15, 2023, which authorized the execution and delivery of the 2023 Credit Facility and the obtaining of Credit Facility Advances thereunder.

“Trust Indenture” means the Trust Indenture, dated as of November 1, 2008, between the Board and the Trustee, as the same may be duly amended, modified or supplemented in accordance with its terms.

“Trustee” means U.S. Bank Trust Company, National Association, as successor trustee to U.S. Bank National Association, as successor trustee to The Bank of New York

Mellon Trust Company, N.A., and any successor Trustee as determined or designated under or pursuant to the Trust Indenture.

SECTION 2. Approval of Issuance of 2023 Credit Facility and Credit Facility Advances Thereunder.

The Lexington-Fayette Urban County Government specifically acknowledges the execution and delivery by the Board of the 2023 Credit Facility and the Loan to be made thereunder in the form of Credit Facility Advances by the Credit Support Provider to the Board from time to time, under a line of credit in a maximum aggregate principal amount not to exceed \$16,000,000, in accordance with the terms of the 2023A Series Resolution adopted by the Board on November 15, 2023, authorizing the issuance of such 2023 Credit Facility, a copy of which is attached hereto as *Exhibit A*. As set forth in the 2023A Series Resolution and the Eleventh Supplement, the 2023 Credit Facility constitutes an Obligation, in the form of an Additional Obligation Instrument, under the Trust Indenture and the Note shall be further designated as the “Lexington-Fayette Urban County Airport Board General Airport Revenue Obligation, 2023 Series A (Credit Note) (Lexington-Fayette Urban County Government General Obligation).”

SECTION 3. Authorization of Ninth Supplemental Lease.

In accordance with Section 2.02 of the Trust Indenture, which provides that the Lease may be supplemented from time to time whenever Obligations are issued by the Lessor, by the execution and delivery of a Supplemental Lease, the Lexington-Fayette Urban County Government hereby approves the Ninth Supplemental Lease Agreement, in substantially the form attached hereto as *Exhibit B*, supplementing and amending the Lease, in accordance with the requirements of the Trust Indenture and the Lease. It is hereby found and determined that the interim financing for the 2023A Project is appropriate. It is further determined that it is necessary and desirable and in the best interests of the Lexington-Fayette Urban County Government to enter into the Ninth Supplemental Lease for the purposes therein specified, and the execution and delivery of the Ninth Supplemental Lease and all representations, certifications and other matters with respect to the Ninth Supplemental Lease, or as may be required by Dinsmore & Shohl LLP, as Bond Counsel, prior to delivery of the Ninth Supplemental Lease, are hereby approved, ratified and confirmed. In connection with said proposed plan of financing, the Mayor (with the Council Clerk attesting to the Mayor's signature) is hereby authorized and directed to execute the Ninth Supplemental Lease, with such changes in the Ninth Supplemental Lease not inconsistent with this Ordinance and not substantially adverse to the Lexington-Fayette Urban County Government as may be approved by the officials executing the same on behalf of the Lexington-Fayette Urban County Government. The approval of such changes by said officials, and that such are not substantially adverse to the Lexington-Fayette Urban County Government, shall be conclusively evidenced by the execution of the Ninth Supplemental Lease by such officials.

The Lexington-Fayette Urban County Government affirms the Board's right to receive Lease Rental Payments (as defined in the Lease) from the Lexington-Fayette Urban County Government under the Lease and further ratifies and approves the Board's assignment of such right to the Trustee under the Trust Indenture, for the benefit of the Holders of Obligations secured thereunder.

Upon the execution and delivery of the 2023 Credit Facility, the Lease shall be modified and amended by the Ninth Supplemental Lease.

SECTION 4. General Obligation Pledge.

Pursuant to the Constitution of the Commonwealth and the Kentucky Revised Statutes, the obligation of the Lexington-Fayette Urban County Government created by the Lease shall be a full general obligation of the Lexington-Fayette Urban County Government and, for the payment of the Lease Rental Payments, as defined therein, the full faith, credit and revenue of the Lexington-Fayette Urban County Government is hereby pledged for the prompt payment thereof. During the period the Lease is outstanding, there shall be and there hereby is levied on all the taxable property in Fayette County, in addition to all other taxes, but within applicable limitations, a direct tax annually in an amount sufficient to pay the Lease Rental Payments when and as due. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed

before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other taxes of the Lexington-Fayette Urban County Government are available for the payment of the Lease Rental Payments and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in Fayette County shall be reduced by the amount of such other taxes so available and appropriated.

The Lexington-Fayette Urban County Government has previously established a sinking fund (the "Sinking Fund") to provide for the payment of all bonds issued under KRS Chapter 66 and Tax Supported Leases, as defined in KRS Chapter 66, including the Lease (collectively, the "LFUCG Obligations"), when and as the same fall due. The Lexington-Fayette Urban County Government hereby reaffirms that the funds derived from said tax levy hereby required or other available taxes shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of all such LFUCG Obligations, when and as the same fall due.

SECTION 5. Mayor Authorized to Sign Other Documents.

The Mayor (with the Council Clerk attesting to the Mayor's signature) is hereby authorized and directed to execute any further instruments and documents reasonably necessary in carrying out the plan of financing represented by said Lease, including, without limitation, the public approval of the execution and delivery of the 2023 Credit Facility and the 2023A Project Credit Facility Advances thereunder, as required by Section 147(f) of the Internal Revenue Code of 1986.

SECTION 6. Effective Immediately upon Enactment and Approval.

This Ordinance shall be effective immediately upon enactment and approval as required by law, and a Notice of Enactment and Summary of the provisions of this Ordinance shall be published by the Urban County Council Clerk as required by law.

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INTRODUCED AND GIVEN FIRST READING at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the 16th day of November, 2023.

GIVEN SECOND READING, ENACTED AND ADOPTED at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the 5th day of December, 2023.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Approved: 
Mayor

Attest:


Urban County Council Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Urban County Council Clerk of the Lexington-Fayette Urban County Government, and as such Urban County Council Clerk, I further certify that the foregoing is a true, correct and complete copy of an Ordinance duly enacted by the Urban County Council of the Lexington-Fayette Urban County Government at a duly convened meeting held on the 5th day of December, 2023, on the same occasion signed by the Mayor is evidence of his approval, and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

WITNESS my hand and the seal of said Lexington-Fayette Urban County Government as of the 11th day of December, 2023.



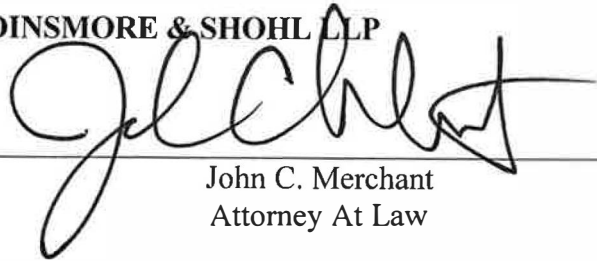
Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP



John C. Merchant
Attorney At Law

EXHIBIT A
2023A SERIES RESOLUTION
[SEE ATTACHED]

LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD

2023A SERIES RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD (1) AUTHORIZING AND APPROVING A LINE OF CREDIT AGREEMENT DATED AS OF DECEMBER 18, 2023, (OR SUCH OTHER DATE AS DETERMINED BY THE FISCAL OFFICER) TO BE ENTERED INTO WITH PINNACLE BANK IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,000,000 FOR THE PURPOSE OF FINANCING CERTAIN AIRPORT FACILITIES FROM TIME TO TIME; (2) AUTHORIZING THE EXECUTION AND DELIVERY OF AN ELEVENTH SUPPLEMENTAL TRUST INDENTURE AND THE ISSUANCE OF THE CREDIT NOTE TO BE SECURED THEREBY, A NINTH SUPPLEMENTAL LEASE AGREEMENT, AND CERTAIN OTHER RELATED DOCUMENTS WITH RESPECT TO THE LINE OF CREDIT AGREEMENT; AND (3) TAKING OTHER RELATED ACTIONS.

WHEREAS, this Lexington-Fayette Urban County Airport Board (the "Board") by resolution adopted on October 15, 2008 (the "General Bond Resolution"), and by a Trust Indenture, dated as of November 1, 2008 (as amended and supplemented, the "Trust Indenture") by and between the Board and U.S. Bank Trust Company, National Association, Louisville, Kentucky as Successor Trustee (the "Trustee") to U.S. Bank National Association, as successor trustee to The Bank of New York Mellon Trust Company, N.A., Louisville, Kentucky, has provided for the issuance from time to time of Obligations by the Board, secured by a pledge of the Board's General Revenues and further secured by the assignment to the Trustee of the Board's right, title and interest in the Lease Agreement, dated as of November 1, 2008 (as amended and supplemented to date, the "Lease"), between the Board, as lessor, and the Lexington-Fayette Urban County Government, as lessee, including all Lease Rental Payments (as defined in the Lease), each such issue to be authorized by a Series Resolution, as required by the Trust Indenture; and

WHEREAS, the Board has further determined that it is necessary to provide interim financing for (a) runway rehabilitation and safety modifications projects, initial safety coordination, preliminary design and development; (b) terminal improvements including but not limited to restroom facilities and baggage conveyors, expansion of passenger and baggage screening facilities, Jet Bridge replacements and related equipment replacements; parking and road improvements; (c) improvements to the Airport Traffic Control Tower (the "Tower") including the design and relocation of the Tower; (d) acquisition of equipment including but not limited to acquisition of Tugs, Deicers, Air Stairs; and (e) the acquisition, equipping, furnishing and installation of other capital expenditures (collectively, the "2023A Project") at Blue Grass Airport, Lexington, Kentucky (the "Airport"); and

WHEREAS, by the authority of Chapters 183 and 58 of the Kentucky Revised Statutes (the "Act"), the Board is authorized to borrow money on its own credit in anticipation of revenue and to issue revenue bonds for the purpose of defraying the cost of acquiring, constructing, maintaining, expanding, financing or improving any airport facilities or air navigation facilities or any part thereof or interest therein as those terms are further described in the Act; and

WHEREAS, the Board, in order to pay the costs of the 2023A Project, now seeks to enter into the 2023 Credit Facility (as defined herein) and such 2023 Credit Facility shall constitute a “revenue bond” under the Act and an Obligation, in the form of an Additional Obligation Instrument, under the Trust Indenture (to be amended by the Eleventh Supplemental Indenture (as defined herein), entered into in connection therewith); and

WHEREAS, the Board seeks to authorize the execution and delivery of the 2023 Credit Facility and provide for other matters in connection therewith, by the adoption of this 2023A Series Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD, AS FOLLOWS:

SECTION 1. Definitions and Interpretations. All words and terms defined in the Trust Indenture, as amended by the Eleventh Supplemental Indenture, and all interpretations therein provided shall have the same meanings, respectively, and be subject to the same interpretations as therein provided where used in this 2023A Series Resolution, unless the context or use clearly indicates another or different meaning or intent. The terms “hereof,” “hereby,” “hereto,” “herein,” and “hereunder,” and similar terms, mean this 2023A Series Resolution. In addition, the following terms used herein shall have the meanings set forth below:

“Airport” means Blue Grass Airport, Lexington, Kentucky.

“Airport Facilities” shall have the meaning set forth in the Trust Indenture.

“Airport Project” means any capital improvement at or related to the Airport that would constitute Airport Facilities, or any cost or expense paid or incurred in connection with or related to the Airport whether or not of a capital nature and whether or not related to Airport Facilities, including but not limited to, amounts needed to satisfy any judgment and the cost of any noise mitigation programs.

“Code” means the Internal Revenue Code of 1986, as amended.

“Credit Facility Advances” shall mean advances of funds under the Loan, as further described in the 2023 Credit Facility, in the form of 2023A Project Credit Facility Advances and/or Current Expense Credit Facility Advances.

“Credit Support Provider” means Pinnacle Bank or an affiliate or subsidiary of Pinnacle Financial Partners and/or Pinnacle Bank.

“Current Expense Credit Facility Advance” mean a Credit Facility Advance made under the Loan for the purpose of paying Current Expenses, as further described in the 2023 Credit Facility.

“Current Expenses” means any cost or expense paid or incurred in connection with or related to the Airport whether or not of a capital nature and whether or not related to Airport Facilities, including but not limited to, amounts needed to satisfy any judgment and the cost of any noise mitigation programs (which includes operating expenses of the Airport).

“Eleventh Supplemental Indenture” means the Eleventh Supplemental Trust Indenture, dated as of December 15, 2023, by and between the Board and the Trustee, amending and supplementing the Trust Indenture.

“Fiscal Officer” means the Director of Administration and Finance or such other person designated by the Board to act as Fiscal Officer for purposes of the Eleventh Supplemental Indenture.

“Loan” shall mean a non-revolving line of credit in the amount of \$16,000,000 and any and all Credit Facility Advances under the 2023 Credit Facility, as further described therein.

“Loan Agreement” means the Line of Credit Agreement, dated as of December 18, 2023 (or such other date as determined by the Fiscal Officer), by and between the Board and the Credit Support Provider, evidenced by the Note, entered into to provide for a Loan in the form of Credit Facility Advances by the Credit Support Provider to the Board, from time to time, under a line of credit in a maximum aggregate principal amount not to exceed \$16,000,000, which constitutes an Additional Obligation Instrument under the Trust Indenture.

“Maximum Rate” means the lesser of twelve percent (12%) per annum and the maximum net effective interest rate permitted by applicable law to be paid on obligations issued or incurred by the Board in the exercise of its borrowing powers.

“Note” means the credit note, dated December 18, 2023 (or such other date as determined by the Fiscal Officer) to be delivered by the Board to the Credit Support Provider, further designated as set forth in Section 3 hereto.

“2023 Credit Facility” means, together, the Loan Agreement and the Note.

“2023A Project Credit Facility Advance” mean a Credit Facility Advance made under the Loan for the purpose of paying the 2023A Project, as further described in the 2023 Credit Facility.

SECTION 2. Authority. This 2023A Series Resolution is adopted pursuant to the General Bond Resolution, the Trust Indenture, and the Act.

SECTION 3. Authorization, Designation and Purpose of 2023 Credit Facility. It is hereby declared to be necessary to enter into, and the Board shall, execute and deliver, as provided and authorized herein, the Loan Agreement and the Note, to provide for a Loan, in the form of Credit Facility Advances by the Credit Support Provider to the Board, from time to time, under a line of credit in a maximum aggregate principal amount not to exceed \$16,000,000. The Note shall be further designated as the “Lexington-Fayette Urban County Airport Board General Airport Revenue Obligation, 2023 Series A (Credit Note) (Lexington-Fayette Urban County Government General Obligation).” The Note shall bear such further designations, if any, as the Fiscal Officer deems appropriate. The 2023 Credit Facility and the Note shall be entered into for the purpose of paying the costs of the 2023A Project and Current Expenses and is hereby authorized. The costs of issuance related thereto shall be paid by the Board. Proceeds from Credit Facility Advances under the 2023 Credit Facility shall be deposited and allocated as provided in Section 5 hereof.

SECTION 4. Terms and Provisions Applicable to the 2023 Credit Facility.

The Loan to the Board pursuant to the 2023 Credit Facility shall be payable as set forth therein. The basic payment provisions of the 2023 Credit Facility are as follows:

(a) Credit Support Provider. The 2023 Credit Facility is being provided by Pinnacle Bank or an affiliate or subsidiary of Pinnacle Financial Partners and/or Pinnacle Bank.

(b) Principal. The outstanding principal amount of the Loan shall be due and payable in full on December 18, 2026 (the "Maturity Date") (or such other date as determined by the Fiscal Officer). Credit Facility Advances which are repaid by the Board shall be not available to be re-borrowed through future Credit Facility Advances to the Board, prior to the Maturity Date, as set forth in the 2023 Credit Facility. The Loan may be prepaid by the Board in whole or in part without premium or penalty at any time prior to the Maturity Date.

(c) Interest. Interest on the Loan shall be payable monthly, commencing June 1, 2024 (or as otherwise provided in the 2023 Credit Facility) and on the first business day of each month thereafter to the Maturity Date, at the Interest Rate as defined and set forth in the Note and such Interest Rate is hereby authorized. Such Interest Rate shall not exceed the Maximum Rate.

(d) Method of Payment. The principal of and interest on the Loan under the 2023 Credit Facility and the Note shall be payable by check, draft or wire transfer, by the Board to the Credit Support Provider, as further provided in the 2023 Credit Facility.

(e) Execution. The 2023 Credit Facility shall be executed in the manner provided in the Trust Indenture, as amended and supplemented by the Eleventh Supplement.

SECTION 5. Allocation of Proceeds of the Loan. All of the proceeds from the Loan under the 2023 Credit Facility and other lawfully available funds of the Board shall be received by the Fiscal Officer and shall be deposited and allocated as set forth in the Eleventh Supplemental Indenture approved hereby.

SECTION 6. Additional Covenants with Respect to Internal Revenue Code of 1986, as Amended. The Board hereby finds and determines that all of the proceeds from the Credit Facility Advances under the 2023 Credit Facility will be needed for the purposes set forth in Section 3 hereof. If applicable, the Board hereby covenants that it will restrict the use of the proceeds from the 2023A Project Credit Facility Advances in such manner and to such extent, if any, and take such other actions as may be necessary, in view of reasonable expectations at the time of execution and delivery of the 2023 Credit Facility and the disbursement of each Credit Facility Advance, so that the interest on the 2023A Project Credit Facility Advances will not be subject to federal income taxation and the 2023A Project Credit Facility Advances will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations prescribed under such Sections. The Fiscal Officer or any other officer of the Board having responsibility with respect to execution and delivery of the 2023 Credit Facility is hereby authorized and directed to give an appropriate certificate for

inclusion in the transcript of proceedings with respect to each 2023A Project Credit Facility Advance, setting forth the facts, estimates and reasonable expectations pertinent under said Sections 103(b)(2) and 148 of the Code. The Fiscal Officer is hereby authorized and directed to create a Rebate Account (which shall be held by either the Board or the Trustee, at the discretion of the Fiscal Officer) if the Fiscal Officer determines such account is necessary so that the Board complies with the rules concerning “rebate” as set forth in the Code, as they apply to the 2023A Project Credit Facility Advances under the 2023 Credit Facility.

SECTION 7. Eleventh Supplemental Trust Indenture. The Chair of the Board of Directors and any other designated officer of the Board of Directors, including the Vice-Chair, Secretary or Treasurer, or any one of them acting alone, are authorized and directed to execute and deliver to the Trustee in the name of and on behalf of the Board the Eleventh Supplemental Indenture, pursuant to the Trust Indenture and in connection with the execution and delivery of the 2023 Credit Facility, in the form prescribed by the Trust Indenture and approved by the officer executing the same on behalf of the Board. The approval of the Eleventh Supplemental Indenture shall be conclusively evidenced by the execution thereof by such officer.

SECTION 8. Lease Agreement. The Chair of the Board of Directors and any other designated officer of the Board of Directors, including the Vice-Chair, Secretary or Treasurer, or any one of them acting alone, are authorized and directed to execute and deliver in the name of and on behalf of the Board, a Ninth Supplemental Lease Agreement, dated as of December 15, 2023 (or such other date as determined by the Fiscal Officer), (the “Ninth Supplemental Lease”), with the Lexington-Fayette Urban County Government, pursuant to the Trust Indenture and in connection with the execution and delivery of the 2023 Credit Facility, and approved by the officer executing the same on behalf of the Board. The approval of the Ninth Supplemental Lease shall be conclusively evidenced by the execution thereof by such officer.

SECTION 9. 2023 Credit Facility. The Chair of the Board of Directors and any other designated officer of the Board of Directors, including the Vice-Chair, Secretary or Treasurer, or any one of them acting alone, are authorized and directed to execute and deliver in the name of and on behalf of the Board, the 2023 Credit Facility, as may be permitted by the Act and the Trust Indenture and approved by the officer executing the same on behalf of the Board. The approval of the 2023 Credit Facility shall be conclusively evidenced by the execution thereof by such officer.

SECTION 10. Other Documents. The Chair of the Board of Directors, the Fiscal Officer and any other designated officer of the Board of Directors, including the Vice-Chair, Secretary or Treasurer, or any one of them acting alone, are authorized and directed to execute and deliver in the name of and on behalf of the Board, such other documents, forms and certificates as required in connection with the execution and delivery of the 2023 Credit Facility. The approval of such documents, forms and certificates shall be conclusively evidenced by the execution of such documents and certificates by such officer(s).

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SECTION 11. Documents to be Executed for Advances. After the initial execution and delivery of the 2023 Credit Facility, the Board authorizes the execution and delivery of any and all documents pursuant to the 2023 Credit Facility to obtain Credit Facility Advances and to otherwise comply with the obligations of the Board under the 2023 Credit Facility, including the delivery of any tax certificates and any Internal Revenue Service forms or filings, and other documents required in connection with the tax covenants set forth herein, by the Chair of the Board of Directors, the Executive Director, the Fiscal Officer, and any other designated officer of the Board of Directors, including the Vice-Chair, Secretary or Treasurer, or any one of them acting alone.

SECTION 12. Open Meetings. The Board hereby finds and determines that all formal actions relative to the adoption of this 2023 Series Resolution were taken in an open meeting of the Board, and that all deliberations of the Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 13. Further Authorization. The proper and appropriate officers of the Board, to the extent authorized by law, are hereby authorized to execute and deliver the closing certificates, if any, with such modifications thereto as may be required by the Credit Support Provider and approved by bond counsel to the Board as well as such other documents, certificates and statements as may be so required and so approved in connection with the execution and delivery of the 2023 Credit Facility.

SECTION 14. Provisions in Conflict are Repealed. All resolutions or parts thereof in conflict with the provisions of this 2023A Series Resolution are hereby rescinded to the extent of such conflict.

SECTION 15. Effective Date. This 2023A Series Resolution shall take effect from and after its passage.

SECTION 16. No Pecuniary Liability. No recourse shall be had for the payment of the principal of or premium or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement therein contained or in the Loan Agreement against any past, present or future officer, member, employee or agent of the Board or Lexington-Fayette Urban County Government or any agency or political subdivision thereof, as such, either directly or through the Board or the Lexington-Fayette Urban County Government or any agency or political subdivision thereof, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees or agents as such shall be expressly waived and released as a condition of and consideration for the adoption of this Resolution and the issuance of such Note.

SECTION 17. Copy to be Filed with Trustee. A certified copy of this 2023A Series Resolution shall be filed with the Trustee.

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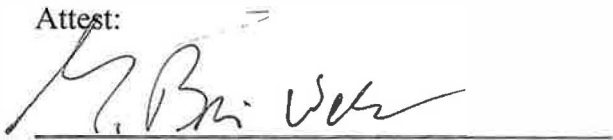
[Signature page to Series 2023A Resolution]

Adopted November 15, 2023.



Chair
Lexington-Fayette Urban County
Airport Board

Attest:

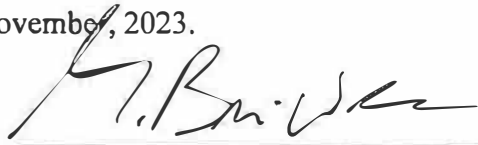


Secretary
Lexington-Fayette Urban County
Airport Board

CERTIFICATION

The undersigned, Secretary of the Lexington-Fayette Urban County Airport Board, hereby certifies that the foregoing is a true copy of a Resolution adopted by the Board of Directors of said Board at a meeting held on November 15, 2023, as recorded in the official Minute Book of said Board of Directors, which is in my custody and under my control, that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825, that a quorum was present at said meeting, and that the aforesaid Resolution is of record in the office of the Board, has not been modified, amended, or rescinded, and is in full force and effect at this date.

WITNESS my signature this 15th day of November, 2023.



Secretary
Lexington-Fayette Urban County
Airport Board

EXHIBIT B
NINTH SUPPLEMENTAL LEASE AGREEMENT
[SEE ATTACHED]

NINTH SUPPLEMENTAL LEASE AGREEMENT

DATED AS OF DECEMBER 15, 2023

by and between

LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD
(Lessor)

and

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
(Lessee)

Supplementing:
Lease Agreement
Dated as of November 1, 2008
by and between
Lessor and Lessee

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(The Table of Contents is not part of the Lease Agreement,
but for convenience of reference only)

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NINTH SUPPLEMENTAL LEASE AGREEMENT

This **NINTH SUPPLEMENTAL LEASE AGREEMENT** (“Ninth Supplemental Lease”), made and entered into as of December 15, 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD**, an agency of the Lexington-Fayette Urban County Government, created pursuant to Chapter 183 of the Kentucky Revised Statutes (the “Lessor”), and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes and a political subdivision, duly organized and existing under and by virtue of the laws and Constitution of the Commonwealth of Kentucky, as amended (the “Lessee”).

WITNESSETH:

WHEREAS, the Lessor has heretofore entered into a Lease Agreement dated as of November 1, 2008 (the “Original Lease”), by and between the Lessee and the Lessor relating to the issuance of its Series 2008 Bonds, recorded in the Fayette County Clerk's Office on December 10, 2008 in Deed Book 2848, Page 378; and

WHEREAS, Section 2.02 of the Trust Indenture provides that the Original Lease may be supplemented from time to time whenever Obligations are issued by the Lessor, by the execution and delivery of a Supplemental Lease; and

WHEREAS, the Lessor has heretofore entered into a First Supplemental Lease Agreement dated as of November 1, 2009 (the “First Supplemental Lease”), by and between the Lessee and the Lessor relating to the issuance of its Series 2009 Bonds, recorded in the Fayette County Clerk's Office on November 20, 2009 in Deed Book 2913, Page 393; and

WHEREAS, the Lessor has heretofore entered into a Second Supplemental Lease Agreement dated as of November 1, 2012 (the “Second Supplemental Lease”), by and between the Lessee and the Lessor relating to the issuance of its Series 2012 Bonds, recorded in the Fayette County Clerk's Office on December 18, 2012 in Deed Book 3119, Page 412; and

WHEREAS, the Lessor has heretofore entered into a Third Supplemental Lease Agreement dated as of March 1, 2013 (the “Third Supplemental Lease”), by and between the Lessee and the Lessor relating to the reissuance of its 2009 Series B Bonds, recorded in the Fayette County Clerk's Office on June 26, 2013 in Deed Book 3163, Page 63; and

WHEREAS, the Lessor has heretofore entered into Fourth Supplemental Lease Agreement dated as of June 1, 2014 (the “Fourth Supplemental Lease”), by and between the Lessee and the Lessor relating to a line of credit provided by Branch Banking and Trust Company (the “2014 Credit Facility”), recorded in the Fayette County Clerk's Office on February 25, 2015 in Deed Book 3294, Page 81;¹ and

WHEREAS, the Lessor has heretofore entered into a Fifth Supplemental Lease Agreement dated as of October 1, 2016 (the “Fifth Supplemental Lease”), by and between the Lessee and the Lessor relating to the issuance of its Series 2016 Bonds, recorded in the Fayette County Clerk's Office on July 6, 2017 in Deed Book 3506, Page 312; and

WHEREAS, the Lessor has heretofore entered into a Sixth Supplemental Lease Agreement, dated as of September 1, 2018 (the “Sixth Supplemental Lease”), by and between the Lessee and the Lessor, relating to the amendment and extension of the 2014 Credit Facility provided by Truist Bank (formerly known as Branch Banking and Trust Company) (as amended and extended, the “2018 Credit Facility”);² and

WHEREAS, the Lessor has heretofore entered into a Seventh Supplemental Lease Agreement, dated as of November 1, 2019 (the “Seventh Supplemental Lease”), by and between the Lessee and the Lessor, relating to the issuance of its Series 2019 Bonds, recorded in the Fayette County Clerk's Office on May 13, 2020 in Deed Book 3751, Page 173; and;

WHEREAS, the Lessor has heretofore entered into an Eighth Supplemental Lease Agreement, dated as of November 1, 2023 (the “Eighth Supplemental Lease”), by and between the Lessee and the Lessor, relating to the issuance of its Series 2023 Bonds, to be recorded in the Fayette County Clerk's Office; and;

WHEREAS, the Lessor has now determined that it is necessary to provide interim financing for the 2023A Project (as defined herein) and for Current Expenses (as defined herein);; and

¹ The Fourth Supplemental Lease Agreement was entered into to provide for the lease of the 2014 Project to the Lessee in connection with the issuance of the 2014 Revolving Credit Note under the 2014 Credit Facility. The 2014 Revolving Credit Note was renewed and extended as the 2018 Revolving Credit Note under the 2018 Credit Facility (the “2018 Renewal”), which is secured by the Eighth Supplemental Trust Indenture. The 2014 Revolving Credit Note as originally issued is no longer outstanding. The Sixth Supplemental Lease Agreement was entered into in connection with the 2018 Renewal. The 2014 Project, along with additional improvements, is now referred to as the 2018 Project.

² See Footnote 1.

WHEREAS, the Lessor has further determined that it is necessary to provide interim financing for (a) runway rehabilitation and safety modifications projects, initial safety coordination, preliminary design and development; (b) terminal improvements including but not limited to restroom facilities and baggage conveyors, expansion of passenger and baggage screening facilities, Jet Bridge replacements and related equipment replacements; parking and road improvements; (c) improvements to the Airport Traffic Control Tower (the “Tower”) including the design and relocation of the Tower; (d) acquisition of equipment including but not limited to acquisition of Tugs, Deicers, Air Stairs; and (e) the acquisition, equipping, furnishing and installation of other capital expenditures (collectively, the “2023A Project”) at Blue Grass Airport, Lexington, Kentucky (the “Airport”); and

WHEREAS, the Governing Body adopted the 2023A Series Resolution on November 15, 2023 (the “2023A Series Resolution”) which authorized the Board to enter into the 2023 Credit Facility, to provide such interim financing in a principal amount not to exceed \$16,000,000, for the 2023A Project and Current Expenses which 2023 Credit Facility shall constitute an Obligation, in the form of an Additional Obligation Instrument, under the Trust Indenture; and

WHEREAS, the Lessor now seeks to enter into this Ninth Supplemental Lease (the “Ninth Supplemental Lease”, which, collectively with the Eighth Supplemental Lease, the Seventh Supplemental Lease, the Sixth Supplemental Lease, the Fifth Supplemental Lease, the Fourth Supplemental Lease, the Third Supplemental Lease, the Second Supplemental Lease, the First Supplemental Lease and the Original Lease, is referred to collectively hereinafter as the “Lease”), relating to the issuance of such 2023 Credit Facility, to be recorded in the Fayette County Clerk's Office; and

WHEREAS, upon the execution and delivery of the 2023 Credit Facility the Lessor shall provide the Lessee with original executed counterparts of this Ninth Supplemental Lease, including a new schedule of Lease Rental Payments for all Outstanding Obligations of the Lessor, to be attached as **Exhibit B** to this Ninth Supplemental Lease, as further provided herein;

NOW THEREFORE, in consideration of the Lease Rental Payments to be paid hereunder and the covenants and agreements contained herein, it is agreed by and between the parties as follows:

SECTION 1. Certain Defined Terms and References.

(a) Capitalized terms used herein, unless otherwise defined, shall have the meaning provided in the Trust Indenture and the Original Lease. In addition to the terms defined elsewhere in this Ninth Supplemental Lease, the following terms have the meanings given below unless the context clearly requires otherwise:

“Code” means the Internal Revenue Code of 1986, as amended.

“Credit Support Provider” means Pinnacle Bank or an affiliate or subsidiary of Pinnacle Financial Partners and/or Pinnacle Bank.

“Credit Facility Advances” shall mean advances of funds under the Loan, as further described in the 2023 Credit Facility, in the form of 2023A Project Credit Facility Advances and/or Current Expense Credit Facility Advances.

“Current Expense Credit Facility Advance” mean a Credit Facility Advance made under the Loan for the purpose of paying Current Expenses, as further described in the Credit Facility.

“Current Expenses” means any cost or expense paid or incurred in connection with or related to the Airport whether or not of a capital nature and whether or not related to Airport Facilities, including but not limited to, amounts needed to satisfy any judgment and the cost of any noise mitigation programs (which includes operating expenses of the Airport).

“Eleventh Supplement” means the Eleventh Supplemental Trust Indenture, dated as of December 15, 2023, by and between the Board and the Trustee. Such Eleventh Supplement is a Supplemental Trust Indenture under the Trust Indenture.

“Lease Rental Payments” means the payments, including the principal and interest components thereof, specified in *Exhibit B* attached hereto and made a part hereof.

“Loan” shall mean a line of credit in the amount of \$16,000,000 and any and all Credit Facility Advances under the 2023 Credit Facility, as further described therein.

“Loan Agreement” means the Line of Credit Agreement, dated as of December 18, 2023, (or such other date as determined by the Fiscal Officer), by and between the Board and the Credit Support Provider, evidenced by the Note, entered into to provide for a Loan in the form of Credit Facility Advances by the Credit Support Provider to the Board, from time to time, under a line of credit in a maximum aggregate principal amount not to exceed \$16,000,000, which constitutes an Additional Obligation Instrument under the Trust Indenture.

“Maximum Rate” means the lesser of twelve percent (12%) per annum and the maximum net effective interest rate permitted by applicable law to be paid on obligations issued or incurred by the Board in the exercise of its borrowing powers. In order to calculate the Lease Rental Payments in *Exhibit B* attached hereto, the Maximum Rate on the Credit Facility Advances shall be twelve percent (12%) per annum.

“Note” means the Credit Note, dated December 18, 2023 (or such other date as determined by the Fiscal Officer), to be delivered by the Board to the Credit Support Provider, further designated as the “Lexington-Fayette Urban County Airport Board General Airport Revenue Obligation, 2023 Series A (Credit Note) (Lexington- Fayette Urban County Government General Obligation).”

“Project” means collectively, the 1994 Project, the 1998 Project, the 2003 Project, the 2008 Project, the 2014 Project³, the 2016 Project, the 2018 Project, the 2019 Project, the 2023 Project and the 2023A Project all as described in *Exhibit A* hereto, and any replacements or additions thereto permitted under the Lease, which Project constitutes Airport Facilities.

“Series 2023A Ordinance” means Ordinance No. _____-2023 adopted by the Urban County Council on December 5, 2023, with respect to the 2023 Credit Facility.

“Ninth Supplemental Lease” means this Ninth Supplemental Lease Agreement, dated as of December 15, 2023, by and between the Lessor and the Lessee, as the same may be amended or supplemented from time to time, which supplements the Original Lease.

“2023 Credit Facility” means, together, the Loan Agreement and the Note.

“2023A Project” has the meaning described in *Exhibit A* hereto at the Project Site (as described in *Exhibit C* hereto).

“2023A Project Credit Facility Advance” mean a Credit Facility Advance made under the Loan for the purpose of paying the 2023A Project, as further described in the 2023 Credit Facility.

“2023A Series Resolution” means the Series Resolution adopted by the Governing Body on November 15, 2023, which authorized the execution and delivery of the 2023 Credit Facility and the obtaining of Credit Facility Advances thereunder.

“Trust Indenture” means the Trust Indenture, dated as of November 1, 2008, between the Lessor and the Trustee, as the same may be duly amended, modified or supplemented in accordance with its terms.

“Trustee” means U.S. Bank Trust Company, National Association, as successor trustee to U.S. Bank National Association, as successor trustee to The Bank of New York Mellon Trust Company, N.A., Louisville, Kentucky and any successor Trustee as determined or designated under or pursuant to the Trust Indenture.

(b) References to sections or exhibits, unless otherwise indicated, are to sections of or exhibits to this Ninth Supplemental Lease.

³ The 2014 Project, together with additional improvements, is now referred to as the 2018 Project. See Footnote 1.

SECTION 2. Amendments to the Original Lease.

Exhibit A to the Original Lease is hereby amended and restated in its entirety by replacing it with *Exhibit A* attached hereto. Exhibit B to the Original Lease is hereby amended and restated in its entirety by replacing it with *Exhibit B* attached hereto. Exhibit C to the Original Lease is hereby amended and restated in its entirety by replacing it with *Exhibit C* attached hereto

SECTION 3. Lease of Project.

Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Project in accordance with the provisions of this Ninth Supplemental Lease, to have and to hold for the Lease Term; provided that the Lessor shall continue to maintain and operate the Airport as provided in Chapter 183 of the Kentucky Revised Statutes. Upon and during acquisition, construction, installation and equipping of the Project, all leasehold rights granted to Lessee by Lessor under this Ninth Supplemental Lease shall vest in Lessee, without any further action on the part of Lessor.

SECTION 4. Acceptance of Project.

The Lessee hereby certifies to the Lessor its acceptance of the Project.

SECTION 5. Lease Rental Payments.

(a) Lessee agrees to pay to Lessor during the Lease Term, the Lease Rental Payments specified in *Exhibit B*. The interest component of the Lease Rental Payments shall not exceed the applicable Maximum Rate. The Lease Rental Payments during the Lease Term will be absolute and unconditional in all events; provided that, no Lease Rental Payments will be due from the Lessee so long as, at least three Business Days prior to the applicable Payment Date, the amount required to pay Debt Service Charges on the Outstanding Obligations is on deposit in the Debt Service Payment Account of the Debt Service Fund, other than as a result of (i) the transfer of an amount from the Debt Service Reserve Fund that causes the amount in the Debt Service Reserve Fund to be less than the Debt Service Reserve Requirement or (ii) a draw on a Debt Service Reserve Fund Credit Instrument. If the Trustee has transferred amounts from the Debt Service Reserve Fund to the Debt Service Fund, the Lease Rental Payment then due shall be the amount (i) required to cause the amount on deposit in the Debt Service Reserve Fund to equal the Debt Service Reserve Requirement and/or (ii) the amount required to reimburse the draw made on the Debt Service Reserve Fund Credit Instrument. If a Lease Rental Payment has not been included in the budget of the Urban County Government for the fiscal year in which a payment is required, at the meeting of the Urban County Council immediately succeeding receipt of notice from the Trustee that such payment is required, such budget shall be amended to include all remaining Lease Rental Payments for that fiscal year.

(b) Lessee agrees to deposit the Lease Rental Payments in the Sinking Fund and to pay from the Sinking Fund directly to the Trustee, the Lease Rental Payments specified in *Exhibit B*, for deposit directly in the Debt Service Payment Account of the Debt Service Fund and such Lease Rental Payments shall not be deemed revenues or assets of the Lessor. Each payment shall be applied first to payment of the interest component of the Lease Rental Payment to which it relates; provided, however, Lessee may make advance payments of principal components of Lease Rental

Payments. Such Lease Rental Payments shall correspond to the payments due with respect to the Debt Service Charges on the Outstanding Obligations.

(c) As further provided in the 2023 Credit Facility, the outstanding principal amount of the Note (as a component of the Outstanding Obligations) shall be equal to the aggregate principal amount of all Credit Facility Advances made by the Credit Support Provider and shown on the books and records thereof, less any principal payments made by the Lessor and shown on such books and records.

SECTION 6. Actions Relating to Tax Exemption of Interest Components with respect to 2023A Project Credit Facility Advances.

(a) Lessor and Lessee each covenant that it will restrict the use of moneys realized under this Ninth Supplemental Lease in connection with any 2023A Project Credit Facility Advances under the 2023 Credit Facility, in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of entering into this Ninth Supplemental Lease, so that there will not exist at any time any obligation in connection with this Ninth Supplemental Lease related to any 2023A Project Credit Facility Advances under the 2023 Credit Facility or the 2023A Project that constitutes an obligation the interest on which is includable in gross income for federal income tax purposes or constitutes an “arbitrage bond” under Section 148 of the Code, and the regulations prescribed under that Section and any subsequent amendments or modifications thereto. Any officer of the Lessor or Lessee having responsibility with respect to the execution and delivery of this Ninth Supplemental Lease shall, alone or in conjunction with any other officer, employee or agent of or consultant to the Lessor or Lessee, give an appropriate certificate of the Lessor or Lessee pursuant to Sections 103 and 148 of the Code and those regulations, setting forth the reasonable expectations of the Lessor or Lessee on the date of entering into this Ninth Supplemental Lease regarding this Ninth Supplemental Lease and the use of those moneys. If required, Lessee agrees to complete and file or cause to be filed in a timely manner an information reporting return on IRS Forms 8038-G and 8038, as applicable, with respect to this Ninth Supplemental Lease as required by the Code.

(b) Lessee represents and covenants that it will not use the 2023A Project, or permit the 2023A Project to be used, in such a manner as would result in the loss of the exclusion from gross income for federal income tax purposes afforded under Section 103(a) of the Code of the portion of the Lease Rental Payments designated as the interest component on *Exhibit B*, which is allocable to any 2023A Project Credit Facility Advances.

(c) The Lessor and Lessee each covenant to take all action required to maintain exclusion from gross income for federal income tax purposes afforded under Section 103(a) of the Code, of the portion of the Lease Rental Payments designated as the interest component on *Exhibit B* hereto which is allocable to any 2023A Project Credit Facility Advances.

SECTION 7. Assignment by the Lessor.

As security for the payment and performance by the Lessor of all of its obligations under the Trust Indenture, the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the

Eighth Supplement, the Ninth Supplement, the Tenth Supplement and Eleventh Supplement to the Trust Indenture including particularly the payment of the principal of and interest on the 2023 Credit Facility and the payment of all amounts due or to become due under the Trust Indenture, the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement, the Tenth Supplement and Eleventh Supplement but excluding any termination payments under any Interest Rate Hedge Agreement, the Lessor has assigned to the Trustee, under and pursuant to the Trust Indenture, the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement, the Tenth Supplement and Eleventh Supplement, all of the Lessor's right, title and interest in, to and under this Ninth Supplemental Lease, including but not limited to the right to receive the Lease Rental Payments and other amounts due hereunder.

SECTION 8. Headings.

All section headings contained in this Ninth Supplemental Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ninth Supplemental Lease.

SECTION 9. Governing Law.

This Ninth Supplemental Lease shall be construed in accordance with and governed by the laws of the Commonwealth.

SECTION 10. Delivery of Related Documents.

Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Ninth Supplemental Lease.

Lessor and Lessee agree that this Ninth Supplemental Lease or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Project and this Ninth Supplemental Lease.

SECTION 11. Entire Agreement; Amendment; Severability.

(a) This Ninth Supplemental Lease, together with attachments and exhibits, and other documents or instruments executed by Lessee and Lessor in connection with this Ninth Supplemental Lease, including the Series 2023A Ordinance, constitute the entire agreement between the parties with respect to the lease of the Project.

(b) This Ninth Supplemental Lease may not be modified, amended, altered or changed except with the written consent of the Lessee and the Lessor.

(c) If any provision of, or any covenant, obligation or agreement contained in this Ninth Supplemental Lease is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be

construed and enforced as if the invalid or unenforceable portion were not contained in this Ninth Supplemental Lease. The invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

[Remainder of page intentionally left blank]

[Signature page to the Ninth Supplemental Lease Agreement]

IN WITNESS WHEREOF, the parties have executed this Ninth Supplemental Lease by their authorized officers on the dates of the respective acknowledgments as of the date first written above.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT, Lessee**

By: _____
Mayor

ATTEST:

By: _____
Clerk, Urban County Council

**LEXINGTON-FAYETTE URBAN COUNTY
AIRPORT BOARD, Lessor**

By: _____
Chair
Lexington-Fayette Urban County
Airport Board

ATTEST:

By: _____
Secretary
Lexington-Fayette Urban County
Airport Board

EXHIBIT A

PROJECT DESCRIPTION

1994 PROJECT DESCRIPTION

Proceeds from the 1994 Series B Bonds were used to refund certain outstanding short-term debt, reimburse the Board for certain owner's costs incurred in completing various improvements to the Airport including an employee parking lot and to purchase a new chiller for the Airport's Terminal building HVAC system.

1998 PROJECT DESCRIPTION

Proceeds from the 1998 Bonds were used to pay the cost of constructing a multi-level automobile parking deck adjacent to the Terminal building. At the time of issuance, it was anticipated that the parking deck would be used primarily for public parking, but that rental car companies doing business on the Airport would use the remaining portion of the parking deck for rental car ready/return functions. Accordingly, the proceeds from the 1998 Series A Bonds were used to pay that portion of the construction cost attributable to the public parking portion of the parking deck and the 1998 Series B Bonds were used to pay the rental car portion of the parking deck. As of the date of this Report, no portion of the parking deck has been used for any rental car related purpose. Proceeds of the 1998 Series C Bonds were used to refund an outstanding bank note.

2003 PROJECT DESCRIPTION

Proceeds from the 2003 Series A Bonds were used to pay in part various airfield, Terminal concourse additions and other Terminal area related improvements. Proceeds of the 2003 B Bonds were used to fund, in part, the costs of constructing a rental car ready/return automobile parking facility. Part of the cost of the ready/return facility was to relocate an air freight building located on the site of the ready/return facility.

2008 PROJECT DESCRIPTION

1. Relocate Runway 8/26

Replacement of Runway 8/26, including the construction of 4,000 feet by 75 feet runway and taxiway system, apron areas, access roads, NAVAIDs, and removal of existing Runway 8/26 and related areas. The major components of the proposed project include, but are not limited to, the following items:

- (i) Construct 4,000' long x 75' wide Runway 9/27 with parallel taxiway network to B-II criteria, and provide Runway/Taxiway centerline separations and Runway Safety Areas (RSA) to C-II criteria;
- (ii) Remove existing Runway 8/26 and associated taxiway pavements;

- (iii) Remove existing Taxiway C pavement west of Runway 4/22;
- (iv) Construct an access road to GA facilities;
- (v) Construct other infrastructure and drainage improvements associated with the construction of the access road;
- (vi) Construct new Taxiway B;
- (vii) Construct remote large aircraft parking area;
- (viii) Construct approximately 72,000 square yard GA apron;
- (ix) Provide infrastructure for self-service fuel system (by others);
- (x) Construct one 8-unit and one 10-unit T-Hangar buildings (NON-AIP/PFC);
- (xi) Relocate existing or install new Runway 22 Glide Slope;
- (xii) Relocate the Low Level Wind Shear Alert System (LLWAS), Automated Surface Observing System (ASOS), Stand-Alone Weather Sensor (SAWS) and Remote Transmitter/Receiver (RTR) facilities;
- (xiii) Potentially relocate Runway 22 Precision Approach Path Indicator (PAPI) system;
- (xiv) Install new visual navigational aids (PAPIs and REILs) and Medium Intensity Runway Light (MIRL)/Medium Intensity Taxiway Light (MITL) systems for Runway 9-27 and associated taxiways; and
- (xv) Provide landscape screening and features to mitigate potential visual impacts to NHRP listed cultural resources, per forthcoming EA/SHPO MOA/FAA NEPA finding.

2. Taxiway D Realignment

This project includes the design and construction related to the relocation of Taxiway D. To accommodate the proposed new Taxiway D alignment, utilities will have to be relocated and four buildings will have to be removed.

3. Sanitary Sewer Improvements

This project will include the construction of a new force main from the Airport's main pump station to the Mint Lane pump station near Dunbar High School. This project also includes approximately 9,000 linear feet of six inch PVC pipe and minor improvements to the Airport's main pump station.

4. Terminal Interior Renovations – Phase II

This project includes the design and renovation of 13,000 square feet of baggage claim space and 22,000 square feet of ticket lobby and public space. This project includes the repairing and/or replacement of the existing flooring, replacing the existing ceiling system, and wall finishes in the baggage claim and ticket lobby. The existing lighting fixtures will be replaced with energy efficient fixtures and the existing restroom will be enlarged.

5. Terminal Curb Front Improvements

This project consists of the design and renovation of the exterior of the passenger Terminal curbside. The Terminal curb front improvements include the removal and replacement of approximately 6,000 square feet of existing exterior column wraps, approximately 28,000 square feet of curbside canopy and replacement of inadequate curbside lighting. Also included will be the replacement of curbside signage.

2014 PROJECT DESCRIPTION

Following the amendment and extension of the 2014 Credit Facility through the execution of the 2018 Credit Facility, the 2014 Project, together with additional improvements, is now referred to as the 2018 Project (as described herein).

2016 PROJECT DESCRIPTION

The 2016 Project consists of the acquisition of additions, extensions, and improvements to the present airport facilities at the Airport, consisting of constructing airport facilities, including baggage belt replacements, parking facility improvements, a car rental maintenance facility and general aviation improvements comprised of the construction of hangars, a fence relocation for Versailles Road access and other terminal renovations constituting additions, extensions and improvements to the existing airport facilities at the Blue Grass Airport.

Pursuant to a resolution adopted by the Board on March 24, 2021, certain unspent proceeds of the 2016 Series A Bonds and the Taxable 2016 Series C Bonds were repurposed and the respective Project definitions were amended as follows:

1. **New 2016A Project.** The definition of the 2016A Project was amended to include the purchase of fuel pumps for the Airport's westside general aviation operations; and
2. **New 2016C Project.** The definition of the 2016C Project was amended to include the design, acquisition, construction, equipping and installation of (a) baggage belt replacements, (b) parking facility improvements, (c) general aviation improvements comprised of the construction of hangars, a fence relocation for Versailles Road access and other terminal renovations constituting additions, extensions and improvements to the existing airport facilities, and (d) any other related airport facilities and working capital expenditures.

2018 PROJECT DESCRIPTION

The 2018 Project consists of:

1. Continuation of interim financing for the 2014 Project which consists of the following:
 - (a) construction of a new approximately 54,000 square foot maintenance facility, which will include a maintenance garage, offices, a warehouse, and storage for snow removal and field maintenance equipment;
 - (b) movement of approximately 500,000 cubic yards of fill material to allow construction of Taxiway D and a new Aircraft Rescue and Firefighting Facility;
 - (c) construction of the new approximately 27,000 square foot Aircraft Rescue and Firefighting Facility, which will include offices, housing for officers, training rooms, and storage of public safety vehicles;
 - (d) realignment of Taxiway A and the construction of Taxiway C;
 - (e) realignment of the northernmost section of Taxiway A;
2. Additional improvements to be financed through the 2018 Credit Facility:
 - (a) demolition of old Aircraft Rescue and Fire Fighting facility;
 - (b) demolition of a general aviation hangar;
 - (c) runway rehabilitation and safety modifications projects, which will include in-depth pavement testing, a runway safety area determination, initial safety coordination, preliminary design and development;
 - (d) acquisition of equipment including but not limited to aircraft rescue and firefighting equipment, and
 - (e) the acquisition, equipping, furnishing and installation of other capital expenditures at Blue Grass Airport, Lexington, Kentucky.

2019 PROJECT DESCRIPTION

The 2019 Project consists of the acquisition of additions, extensions, and improvements to the present airport facilities at Blue Grass Airport, Lexington, Kentucky, consisting of airport improvements, including terminal improvements, general aviation development projects and land acquisition, to the existing airport facilities at the Blue Grass Airport.

2023 PROJECT DESCRIPTION

The 2023 Project consisting of improvements, constituting additions, extensions and improvements to the existing airport facilities at the Blue Grass Airport, including:

(a) The 2023A Project consisting of [the financing of all or a portion of the costs of the construction of a fuel farm, the addition of solar arrays, the replacement of the

2023 PROJECT DESCRIPTION

The 2023 Project consisting of improvements, constituting additions, extensions and improvements to the existing airport facilities at the Blue Grass Airport, including:

- (a) The 2023A Project consisting of [the financing of all or a portion of the costs of the construction of a fuel farm, the addition of solar arrays, the replacement of the deicing contamination facility, the rehabilitation of air carrier parking ramps, the replacement of existing HVAC systems with a central HVAC plant, the expansion of the Airport Rescue and Fire Fighting Training Center building, and the reorientation of Gumbert Road];
- (b) The 2023B Project consisting of [the financing of all or a portion of the costs of terminal renovations and the construction of passenger boarding bridges]; and
- (c) The 2023C Project consisting of [the financing of all or a portion of the costs of the construction of a new hangar to accommodate a variety of corporate general aviation aircraft].

2023A PROJECT DESCRIPTION

The 2023A Project consisting of (a) runway rehabilitation and safety modifications projects, initial safety coordination, preliminary design and development; (b) terminal improvements including but not limited to restroom facilities and baggage conveyors, expansion of passenger and baggage screening facilities, Jet Bridge replacements and related equipment replacements; parking and road improvements; (c) improvements to the Airport Traffic Control Tower (the "Tower") including the design and relocation of the Tower; (d) acquisition of equipment including but not limited to acquisition of Tugs, Deicers, Air Stairs; and (e) the acquisition, equipping, furnishing and installation of other capital expenditures at Blue Grass Airport.

EXHIBIT B
LEASE RENTAL PAYMENTS
[SEE ATTACHED]

EXHIBIT C
PROJECT SITE

[SEE ATTACHED]