
ELEVENTH SUPPLEMENTAL TRUST INDENTURE

DATED AS OF DECEMBER 15, 2023

Between

LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD

And

**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.
as Trustee**

**SUPPLEMENTING THE
TRUST INDENTURE
DATED AS OF NOVEMBER 1, 2008**

Securing

**LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD
GENERAL AIRPORT REVENUE OBLIGATION, 2023 SERIES A
(LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
GENERAL OBLIGATION) DATED DECEMBER 18, 2023
IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,000,000**

Evidencing the
**Line of Credit Agreement
Dated as of December 18, 2023**

by and between

**Lexington-Fayette Urban County Airport Board and
Pinnacle Bank**

ELEVENTH SUPPLEMENTAL TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. Definitions.....	2
SECTION 2. Incorporation of Resolution and Note.....	4
SECTION 3. Form, Execution and Delivery of the Note.	4
SECTION 4. Credit Facility Advances and Principal Payments with respect to the 2023 Credit Facility.....	5
SECTION 5. Debt Service Charges Not Secured by the Debt Service Reserve Fund.	5
SECTION 6. Balloon Obligations.	5
SECTION 7. Concerning the Trustee.	5
SECTION 8. Prepayment.....	7
Signature Page	S-1

ELEVENTH SUPPLEMENTAL TRUST INDENTURE

THIS ELEVENTH SUPPLEMENTAL TRUST INDENTURE, dated as of December 15, 2023 (hereinafter called the “Eleventh Supplement”), by and between Lexington-Fayette Urban County Airport Board (hereinafter called the “Board”), an agency of the Lexington-Fayette Urban County Government (the “Urban County Government), created pursuant to Chapter 183 of the Kentucky Revised Statutes, 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., a national banking association organized and existing under and by virtue of the laws of the United States of America and duly authorized to exercise corporate trust powers in the Commonwealth of Kentucky (hereinafter, with any successors, called the “Trustee”), as Trustee under the Trust Indenture hereinafter mentioned,

W I T N E S S E T H:

WHEREAS, the Board, pursuant to a resolution adopted by the Governing Body (as defined in the Trust Indenture) of the Board on October 15, 2008 (the “General Bond Resolution”), authorized a Trust Indenture, dated as of November 1, 2008 (as amended and supplemented, the “Trust Indenture”), with 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, providing for the issuance from time to time of Obligations of the Board, with each such issue to be authorized by a resolution adopted by the Governing Body pursuant thereto, which resolution shall authorize a Supplemental Trust Indenture supplementing such Trust Indenture, pertaining to such issue of Obligations, if appropriate; and

WHEREAS, the Board has 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 a resolution on November 15, 2023 (the “2023A Series Resolution”) which authorized the Board to enter into a Line of Credit Agreement, dated as of December 18, 2023 (or such other date as determined by the Fiscal Officer), (the “Loan Agreement”), by and between the Board and Pinnacle Bank (the “Credit Support Provider”), evidenced by the Credit Note, dated December 18, 2023 (or such other date as determined by the Fiscal Officer) (the “Note” and together with the Loan Agreement, the “2023 Credit Facility”) to be delivered by the Board to the Credit Support Provider, for the purpose of providing for a Loan to provide such interim financing for the 2023A Project and to finance Current Expenses (as defined in the 2023A Resolution);

WHEREAS, under the Trust Indenture, the 2023 Credit Facility shall constitute a “revenue bond” under the Act and an Obligation, in the form of an Additional Obligation Instrument; and

WHEREAS, the Board has determined to issue the Note as the “Lexington-Fayette Urban County Airport Board General Airport Revenue Obligation, 2023 Series A (Credit Note) (Lexington- Fayette Urban County Government General Obligation),” pursuant to the authority granted by the Trust Indenture, as amended by this Eleventh Supplement, and the 2023A Series Resolution, which 2023A Series Resolution is incorporated herein and constitutes an integral part of this Eleventh Supplement; and

WHEREAS, the Board has, or will have in all respects complied with the provisions of the Trust Indenture so as to be entitled to execute and to have the Note authenticated and delivered by the Trustee; and

WHEREAS, pursuant to the applicable provisions of Article VIII of the Trust Indenture and particularly Section 8.01(f) thereof, the Board desires by this Eleventh Supplement and the 2023A Series Resolution comprising a part hereof to provide for the execution and delivery, pursuant to the Trust Indenture, of the 2023 Credit Facility and the documents related to the Loan in the form of Credit Facility Advances thereunder; and

NOW, THEREFORE, THIS ELEVENTH SUPPLEMENTAL TRUST INDENTURE WITNESSETH that in order to secure the payment of the Debt Service Charges due with respect to the 2023 Credit Facility (except that such Debt Service Charges shall not be secured by any funds on deposit in the Debt Service Reserve Fund, as set forth in Section 5 hereof), according to their true intent and meaning, and to secure the performance and observance of all covenants and conditions therein, herein, and in the Trust Indenture contained, and for and in consideration of the premises and of the acceptance by the Credit Support Provider of the Note and requests for Credit Facility Advances thereunder by the Board from time to time, and the acceptance by the Trustee of the further trusts hereby created, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the Board has executed and delivered this Eleventh Supplement.

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Trust Indenture and particularly in this Eleventh Supplement for the security of all present and future Holders of Obligations issued or to be issued under and secured by the Trust Indenture, without priority of any one Obligation over any other by reason of any series designation, number, date of authorization, issuance, sale, execution, or delivery of such Obligation or of maturity.

SECTION 1. Definitions.

All terms which are defined in Section 1.01 of the Trust Indenture shall have the same meanings, respectively, in this Eleventh Supplement. In this Eleventh Supplement, unless the context shall indicate otherwise, the following terms shall have the following respective meanings:

“Assumed Amortization Period” means the period of time specified in paragraph (a) or paragraph (b) below, as selected by the Fiscal Officer:

(a) Five (5) years; or

(b) The period of time exceeding five (5) years, set forth in a written opinion delivered to the Board, of an investment banker or financial advisor selected by the Board and experienced in underwriting indebtedness of the character of the Bonds, Notes or Additional Obligation Instruments, as being not

longer than the maximum period of time over which indebtedness having comparable terms and security issued or incurred by similar issuers of comparable credit standing would, if then being offered, be marketable on reasonable and customary terms.

“Assumed Interest Rate” means the rate per annum (determined as of the last day of the calendar month next preceding the month in which the determination of Assumed Interest Rate is being made) set forth in a certificate delivered to the Board by an investment banker or financial advisor selected by the Board and experienced in indebtedness of the character of the Bonds, Notes or Additional Obligation Instruments.

“Balloon Obligations” means any Bonds, Notes or Additional Obligation Instruments, (a) 25% or more of the principal payments of which are due in a single year, excluding any such principal payments that are subject to mandatory sinking fund requirements in a prior year, or (b) 25% or more of the principal of which may, at the option of the holder or holders thereof, be redeemed at one time.

“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 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 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 this 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.

“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

“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 an Additional Obligation Instrument under the Trust Indenture.

“Maturity Date” means December 18, 2026, the maturity date of the Note (or such other date as determined by the Fiscal Officer).

“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 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.

SECTION 2. Incorporation of Resolution and Note.

The terms and provisions of the 2023A Series Resolution and the Note constitute part of this Eleventh Supplement as if such terms and provisions were herein set forth.

SECTION 3. Form, Execution and Delivery of the Note.

The Note shall be dated the date of its initial delivery and shall be executed, authenticated and delivered as provided herein and in the Trust Indenture and the 2023 Credit Facility. Pursuant to the 2023A Series Resolution, such Note has been 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)” and constitutes an Obligation, in the form of an Additional Obligation Instrument, under the Trust Indenture, as amended by this Eleventh Supplement.

SECTION 4. Credit Facility Advances and Principal Payments with respect to the 2023 Credit Facility.

Credit Facility Advances under the Loan shall be made as set forth in the 2023 Credit Facility. Payments with respect to the Loan shall be made by the Board directly to the Credit Support Provider, as provided in such 2023 Credit Facility and the Note.

As further provided in the 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 Board and shown on such books and records.

SECTION 5. Debt Service Charges Not Secured by the Debt Service Reserve Fund.

Pursuant to the 2023 Credit Facility, the Credit Support Provider has agreed that (a) the provision under Section 2.02(g)(iii) of the Trust Indenture requiring a deposit into the Debt Service Reserve Fund as a condition for the issuance of Obligations under such Trust Indenture, shall be waived with respect to the issuance of the Note and (b) the Credit Support Provider shall not be entitled to receive payment from any amounts on deposit in the Debt Service Reserve Fund in the event that any Debt Service Charges with respect to the 2023 Credit Facility are not received by the Credit Support Provider when due.

SECTION 6. Balloon Obligations.

In the event that all or any portion of any series of Bonds, Notes or Additional Obligation Instruments have been issued as or are proposed to be issued as Balloon Obligations (such as the Note issued under the Loan Agreement), then in order to compute the Debt Service Charges on such series of Bonds, Notes or Additional Obligation Instruments for the purposes of determining (1) whether Bonds, Notes or Additional Obligation Instruments, regardless of whether they are to be Balloon Obligations, may be issued in compliance with the requirements of the Trust Indenture and this Eleventh Supplement when any Balloon Obligations are Outstanding, and (2) whether Additional Bonds that are Balloon Obligations may be issued in compliance with the requirements of the Trust Indenture and this Eleventh Supplement, the Debt Service Charges on such Bonds, Notes or Additional Obligation Instruments will be determined by assuming that such Balloon Obligations are to be amortized on the basis of level debt service over the Assumed Amortization Period and that such obligations bear interest at the Assumed Interest Rate.

SECTION 7. Concerning the Trustee.

The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions in the Trust Indenture and in this Eleventh Supplement.

The Trustee shall not be responsible for or in respect of the validity or sufficiency of this Eleventh Supplement or the due execution thereof by the Board, nor for or in respect of the recitals herein contained, all of which recitals are made by the Board solely.

[Remainder of page intentionally left blank]

SECTION 8. Prepayment.

If the Board shall pay or cause to be paid, within the meaning of Section 9.02 of the Trust Indenture, or there shall otherwise be paid, to the Credit Support Provider all amounts due or to become due with respect to the Loan and supporting documentation satisfactory to the Trustee shall have been provided thereto, and provision satisfactory to the Trustee shall also be made for paying all other sums payable hereunder by the Board, with supporting documentation thereof, then and in that event this Eleventh Supplement shall cease, determine and become null and void, and the covenants, agreements and other obligations of the Board hereunder shall be discharged and satisfied, and thereupon the Trustee shall execute and deliver to the Board such instruments to evidence such release and discharge as may be reasonably required by the Board.

[Remainder of page intentionally left blank]

[Signature page to Eleventh Supplemental Trust Indenture]

IN WITNESS WHEREOF, the Governing Body of Lexington-Fayette Urban County Airport Board has caused this Eleventh Supplemental Trust Indenture to be executed by its Chair and attested by its Secretary, and U.S. Bank National Association, as Trustee, as evidence of its acceptance of the trusts created hereunder, has caused this Eleventh Supplemental Trust Indenture to be executed in its name by its duly authorized officer, all as of the day and year first above written, but actually on the dates of the respective acknowledgments.

**LEXINGTON-FAYETTE URBAN COUNTY
AIRPORT BOARD**

By: _____
Chair
Lexington-Fayette Urban County
Airport Board

ATTEST:

By: _____
Secretary
Lexington-Fayette Urban County
Airport Board

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Trustee**

By: _____
Name:
Title: