

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING AND ACKNOWLEDGING THE EXECUTION AND DELIVERY OF (1) A THIRD AMENDMENT TO BOND PURCHASE AND LOAN AGREEMENT AMONG THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, CENTRAL BANK & TRUST CO., A KENTUCKY BANKING CORPORATION, AND THE LEXINGTON CHRISTIAN ACADEMY, INC. AND (2) ANY AND ALL OTHER RELATED DOCUMENTS NECESSARY THERETO.

Recitals

A. The Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (the "Urban County Government" or the "Issuer"), is authorized by the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285 of the Kentucky Revised Statutes (the "Act"), to issue industrial building revenue bonds and to loan the proceeds thereof to any person to finance the cost of any "industrial building" (as defined in the Act), including specifically land, buildings, improvements, equipment, machinery, and other facilities suitable for any nonprofit educational institution in any manner related to or in furtherance of the educational purposes of such institution, including but not limited to classroom, laboratory, housing, administrative, physical educational and medical research and treatment facilities, in order to accomplish the public purposes of promoting the economic development of the Commonwealth of Kentucky (the "Commonwealth"), relieving conditions of unemployment, and encouraging the increase of industry therein.

B. In 2009 the Issuer authorized the issuance of its Educational Building Revenue Refunding and Improvement Bonds, Series 2009 (The Lexington Christian Academy, Inc. Project), in the original principal amount of up to \$12,800,000.00 (the "Bonds").

C. At that same time, the Issuer authorized the execution and delivery of a Bond Purchase and Loan Agreement (the "Original Loan Agreement") among the Issuer, The Lexington Christian Academy, Inc. (the "School" or the "Borrower") and Central Bank & Trust Co., a Kentucky banking corporation (the "Bondholder"), dated as of September 1, 2009.

D. The Issuer thereafter issued \$12,800,000.00 in principal amount of Bonds and executed and delivered the Original Loan Agreement and all necessary related documents.

E. The Original Loan Agreement was amended by that certain First Amendment to Bond Purchase and Loan Agreement dated January 4, 2010 (the "First Amendment") and that certain Second Amendment to Bond Purchase and Loan Agreement dated November 19, 2010 (the "Second Amendment," together with the Original Loan Agreement and First Amendment, the "Loan Agreement").

F. The Borrower has requested the Issuer to authorize the execution of a Third Amendment to Bond Purchase and Loan Agreement which would amend the Loan Agreement to permit the adjustment of the interest rate on the Series 2009 Promissory Note, the Series 2009 Bond and the Series 2009 Reimbursement Note from 4.75% per annum to a fixed rate of interest equal to 4.25% through September 2, 2014, the First Interest Rate Change Date, and then from a 5.75% per annum to a fixed rate of interest equal to 5.50% through September 2, 2019, the Second Interest Rate Change Date, and other amendments contained in the Third Amendment to Bond Purchase and Loan Agreement.

G. Section 13.14 of the Original Loan Agreement provides that it may be amended or supplemented with the prior written consent of the Bondholder, the Issuer and the Borrower.

H. The Issuer has determined that it is in the best interest of the Issuer to enter into the Third Amendment to Bond Purchase and Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Lexington-Fayette Urban County Government as follows:

1. Third Amendment to Bond Purchase and Loan Agreement. The Mayor of the Issuer is hereby authorized, empowered and directed to execute, acknowledge and deliver on behalf of the Issuer, and have attested by the Clerk of the Urban County Government, the Third Amendment to Bond Purchase and Loan Agreement, to be dated effective as of July 2, 1012, which is hereby approved, authorized and adopted in substantially the form submitted with this Resolution and designated Exhibit A with such changes therein as the officials including the Mayor and the Clerk of the Urban County Government, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

2. Authority to Consummate Transactions in Connection with the Third Amendment to Bond Purchase and Loan Agreement. The Mayor of the Issuer, Clerk of the Urban County Government and all other appropriate officials, are hereby separately authorized, empowered and directed to do and undertake any and all things necessary to carry out the authority conferred by this Resolution, and further to execute all customary papers, documents, certificates or other instruments that may be required for the effectuation of the authority conferred by this Resolution, including, but not limited to, the Amended and Restated Promissory Note, the Amended and Restated Series 2012 Bond and the Amended and Restated Series 2012 Reimbursement Note, all dated effective as of July 2, 2012, and to execute and otherwise take all action necessary to the full realization of the rights, accomplishments and purposes of the Issuer under the Third Amendment to Bond Purchase and Loan Agreement and to discharge all of the obligations of the Issuer thereunder. Further, to the extent legally permissible, the Mayor and the Clerk of the Urban County Government of the Issuer are hereby authorized to approve any and all other actions so deemed necessary for the approval by the Issuer and to consummate the terms and conditions of this Resolution.

3. Severability. The provisions of this Resolution are hereby deemed to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

4. Provisions in Conflict Repealed. All resolutions, orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed.

5. Urban County Government Not Liable. No recourse shall be had for the payment of the principal of or premium or interest on any of the Series 2012 Bonds or for any claim based thereon or upon any obligation, covenant or agreement therein contained against any past, present or future officer, member, employee or agent of the Issuer or the Commonwealth of Kentucky or any agency or political subdivision thereof, as such, either directly or through the Issuer or the Commonwealth of Kentucky 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 Series 2012 Bonds.

6. Captions of Resolution. The captions of this Resolution are for convenience only and are not to be construed as part of this Resolution nor as defining or limiting in any way the scope or intent of the provisions hereof.

7. Effective Date of Resolution. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED at a regular meeting of the Lexington-Fayette Urban County Government held on June \_\_\_\_, 2012.

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Jim Gray, Mayor

(SEAL)

Attest:

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Susan Lamb, Clerk of the Urban County Government

CERTIFICATION

The undersigned hereby certifies that she is the duly appointed and acting Clerk of the Lexington-Fayette Urban County Government and that the foregoing is a true, correct, and complete copy of a resolution duly adopted by the Urban County Government at a regular meeting held on June \_\_, 2012 signed by the Mayor, and now in full force and effect, and that all action taken in connection with such resolution was in compliance with KRS 61.810, 61.815, 61.820, and 61.823, all as appears from the official records of the such Government in my possession and under my control.

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Clerk of the Urban County Government

(SEAL)

Dated: June \_\_, 2012

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.

**FROST BROWN TODD LLC**

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Claria Horn , Esq.

EXHIBIT A  
THIRD AMENDMENT TO BOND PURCHASE AND LOAN AGREEMENT