DATED FEBRUARY 28, 2022

NEW ISSUE
Electronic Bidding via Parity®
NOT BANK ELIGIBLE
BOOK-ENTRY-ONLY SYSTEM

RATING
***Moody's**: " "*

In the opinion of Certificate Counsel, based upon present laws, regulations, rulings and decisions in effect on the date of delivery of the Certificates, and assuming continuing compliance with certain covenants made by the Association and subject to the limitations set forth herein under "Tax Treatment", interest on the Certificates is excludable from gross income for federal income tax purposes and is not a specific item of tax preference for purposes of calculating the Federal alternative minimum tax. Receipt of interest on the Certificates may result in other federal income tax consequences to certain holders of the Certificates. The Certificates and interest thereon are exempt from income taxation and ad valorem taxation by the Commonwealth of Kentucky and political subdivisions thereof. The Certificates are not "Bank Eligible" (see "Tax Treatment" herein).

$11,820,000*
KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION (KISTA) EQUIPMENT LEASE CERTIFICATES OF PARTICIPATION, SERIES OF 2022

Dated with Delivery: April 5, 2022 **Due: March 1 as shown below**

Interest on the Certificates is payable each March 1 and September 1, beginning September 1, 2022. The Certificates will mature as to principal each March 1 as shown below. The Certificates are being issued in Book-Entry-Only Form and will be available for purchase in principal amounts of $5,000 and integral multiples thereof.

Maturing March 1	Amount	Interest Rate	Reoffering Yield	CUSIP	Maturing March 1	Amount	Interest Rate	Reoffering Yield	CUSIP
2023	$ 1,325,000	%	%		2028	$ 1,190,000	%	%	
2024	$ 1,330,000	%	%		2029	$ 1,205,000	%	%	
2025	$ 1,145,000	%	%		2030	$ 1,225,000	%	%	
2026	$ 1,160,000	%	%		2031	$ 1,025,000	%	%	
2027	$ 1,170,000	%	%		2032	$ 1,045,000	%	%	

The Certificates are subject to redemption prior to maturity as described herein (except mandatory redemption in the event of the issuance of Term Certificates).

The Certificates are not general obligations of the Issuer but are limited obligations payable only from and secured by a pledge of the rental income derived by leasing the school buses acquired from the net Certificate proceeds, on an annually renewable basis, to twenty-eight (28) school districts within Kentucky (the "Participating Districts").

RSA Advisors, LLC, as agent for Kentucky Interlocal School Transportation Association ("KISTA") will until March 10, 2022, at 11:00 A.M., E.S.T., receive competitive bids for the Certificates at the office of the Executive Director, School Facilities Construction Commission,700 Louisville Road, Carriage House, Frankfort, KY 40601, Telephone: (502) 564-5582, Fax: (888) 979-6152. Bids may be submitted manually, by facsimile or electronically via Parity®.

***As set forth in the "Official Terms and Conditions," the principal amount of Certificates sold to the successful bidder is subject to a Permitted Adjustment by increasing or decreasing the amount not to exceed $1,180,000.**

PURCHASER'S OPTION: The Purchaser of the Certificates, within 24 hours of the sale, may specify to the Financial Advisor that any Certificates may combine immediately succeeding sequential maturities into a Term Certificate(s), bearing a single rate of interest, with the maturities set forth above (or as may be adjusted as provided herein) being subject to mandatory redemption in such maturities for such Term Certificate(s).

The Certificates will be delivered utilizing the BOOK-ENTRY-ONLY-SYSTEM administered by The Depository Trust Company.

The Corporation deems this preliminary Official Statement to be final for purposes of the Securities and Exchange Commission Rule 15c2-12(b)(1), except for certain information on the cover page hereof which has been omitted in accordance with such Rule and which will be supplied with the final Official Statement.

R | S | A
advisors

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sales of these Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the laws of any such jurisdiction.

BOARD OF DIRECTORS
KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION (KISTA)

Jack Moreland, President
John Maxey, Vice President
Sanford Holbrook, Secretary/Treasurer

Jamie Weddington, Member
Joe Buerkley, Member
Tim Eaton, Member
Sally Skinner, Member

BOND COUNSEL

Steptoe & Johnson, PLLC
Louisville, Kentucky

FINANCIAL ADVISOR

RSA Advisors, LLC
Lexington, Kentucky

TRUSTEE, PAYING AGENT AND REGISTRAR

The Huntington National Bank
Cincinnati, Ohio

BOOK-ENTRY-ONLY SYSTEM

REGARDING USE OF THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the original offering of the $11,820,000 Kentucky Interlocal School Transportation Association (KISTA) Equipment Lease Revenue Certificates of Participation, Series of 2022 identified on the cover page hereof. No person has been authorized by the Association to give any information or to make any representation other than that contained in the Official Statement, and if given or made such other information or representation must not be relied upon as having been given or authorized. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the Certificates by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Association since the date hereof.

Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency, except the Association will pass upon the accuracy or adequacy of this Official Statement or approve the Certificates for sale.

The Official Statement includes the front cover page immediately preceding this page and all Appendices hereto.

DEFINITIONS

That the following definitions shall be utilized in the interpretation of the Series 2022 Authorizing Resolution, the Second Trust Indenture, and the 2022 Lease as applied to KEAP for 2021 and the Series 2022 Certificates.

"Act" means the Interlocal Cooperation Act codified as Sections 65.210 through 65.300 of KRS.

"Acquisition Contract" means the agreement between the Participating District and the Vendors relation to the purchase of Equipment.

"Acquisition Fund" means the "KISTA Equipment Acquisition Fund" established pursuant to the provisions of the Second Indenture in order to provide for the acquisition of Equipment for the Participating Districts.

"Administrative Expenses" shall mean those annual fees and expenses incurred by or on behalf of KISTA by the Second Trustee from the Insurance Reserve Fund in order to provide for the costs of administering KEAP, including, but not being limited to fees and expenses of the, Second Trustee, Bond Registrar, Paying Agent, Insurance Premiums, Legal, Financial Advisory, fees and operational expenses of KISTA; including extraordinary fees and expenses incurred by KISTA outside the administration of KEAP.

"Appraisal" means the determination by the Claims Adjuster as to the nature and financial extent of damage to Equipment.

"Authorized Officers" means the President, Vice-President, Secretary or Treasurer of KISTA or any officer of the Second Trustee or any agents or employees of either duly authorized by Resolution of the KISTA Board or the Second Trustee to perform the act or sign the document in question.

"Bond Registrar" means the Second Trustee acting in the capacity of Bond Registrar or its successor appointed pursuant to the terms of the Second Indenture.

"Certificate" shall mean a document signed by an authorized officer to or acknowledging the circumstances or other matters therein stated.

"Certificate Fund" means KISTA's "Equipment Lease Certificates of Participation Debt Service Fund" established pursuant to the provisions of the Second Indenture for the purpose of administering funds for the payment of the principal and interest requirements on Series Certificates.

"Certificates of Participation" or "COPS" means the Second Series 2011, Series 2012, Second Series 2012, Series 2013, Series 2014, Second Series 2014, and Series 2015 Certificates and all subsequent Series Certificates issued under the Second Indenture which KISTA shall treat as Certificates of Participation in the Series 2011, Second Series 2011, Series 2012, Second Series 2012, Series 2013, Series 2014, Second Series 2014, Series 2015, Second Series 2015, Series 2016, Series 2017, Series 2018, Series 2019, Series 2020 and Series 2021 Leases and subsequent Series Leases of the Participating Districts.

"Claims Adjuster" means the independent insurance company or agent thereof, or such other entity, as the KISTA Board may select and designate to process claims for collision damage to Equipment in excess of $5,000 made by Participating Districts.

"Code" means the Internal Revenue Code of 1986, as amended, and any Regulations of the United State Treasury Department promulgated thereunder.

"Collision Insurance" means collision insurance coverage on Equipment in excess of $5,000 to be provided by KISTA from the Insurance Reserve Fund; Participating Districts being responsible for damages up to $5,000 for each separate incident from their own funds other than the Insurance Reserve Fund.

"Commonwealth" shall mean the Commonwealth of Kentucky.

"Cost of Issuance Fund" means the fund established pursuant to provisions of the Second Indenture from the proceeds of Series 2022 Certificates in order to provide for the costs of issuance of the Series 2022 Certificates and subsequent Series Certificates and any administrative fees in connection with the Second Indenture, the Series Leases, or KEAP generally.

"Counsel's Opinion" shall mean an opinion signed by an attorney or firm of attorneys of recognized national standing in the field of law relating to municipal finance as may be selected by KISTA or the Second Trustee.

"Delivery Date" or "Closing" shall mean with respect to each Series Certificates, the date upon which such Certificates are delivered to the successful purchaser thereof and payment is received by the Second Trustee on behalf of KISTA.

"Department" means the Kentucky Department of Education of the Commonwealth.

"Depreciated Value" means the value for the purposes of the Second Indenture and Series Leases of a particular piece of Equipment determined as of March 1 of each year calculated by deducting from the Equipment Cost the pro rata portion of the principal of the KISTA Series Certificates applied to the acquisition of the Equipment paid and retired as of the date the calculation is made; said pro rata portion shall be based upon a fraction with the Equipment Cost of the unit in question as a numerator and the Equipment Cost of all Equipment purchased with the proceeds of the particular Series Certificates as the denominator.

"Depreciation Allotment" means the calculation under 702 KAR 5:020 by the Department for the particular Equipment identified.

"District" or "Participating District" means the Board of Education of any school district entering into a Series Lease with KISTA to provide financing for Equipment purchased from the proceeds of KISTA Certificates.

"Equipment" means school buses financed from the proceeds of Series Certificates and subject to lien imposed by the Second Indenture and the security interest of the Registered Owners; depending upon the context said terms shall include the plural as well as the singular.

"Equipment Cost" means the total amount paid by the Second Trustee from the Acquisition Fund on behalf of a Participating District to the Vendors for a particular piece of Equipment.

"Equipment Lease and Security Agreement" or "Series Lease" means the agreement made and entered into by and between KISTA, as Lessor, and the Participating District, as Lessee, relating to the lease of the Equipment from KISTA to said Participating District and providing for annual Rentals sufficient to retire the District's Participation in KEAP.

"Excess Earnings and Rebate Fund" means the fund established pursuant to the provisions of the Second Indenture to provide for the collection and remittance of any rebate payments due the United States Government under the Code.

"Fiduciary" or "Fiduciaries" shall mean the Second Trustee, any Bond Registrar or Registrars or Paying Agent or Paying Agents or any of them as may be appropriate.

"Fiscal Year" shall mean each annual period of accounting for KISTA and each Participating District which shall begin on July 1 in any calendar year and end on June 30 of the following calendar year.

"Funds" means the Cost of Issuance Fund, Acquisition Fund, Bond Fund, Insurance Reserve Fund, Excess Earning and Rebate Fund, and any subaccounts established within said Funds under the Second Indenture.

"Indenture" or "Trust Indenture" means the Second Indenture of Trust by and between KISTA and the Second Trustee dated as of January 1, 2005, (the "Second Indenture") and all future amendments and supplements thereto.

"Initial Term" means the first term of any Series Lease beginning as of the date of the Series Certificates to which it relates and ending on the next succeeding June 30.

"Insurance Reserve Fund" means the "KISTA Insurance Reserve Fund" established pursuant to the terms of the Second Indenture to provide, under certain terms and conditions, collision, insurance for the Equipment financed from the proceeds of the Certificates and for the purpose of providing a Debt Service Reserve for Series Certificates.

"Interest Payment Date" shall mean, for each Series Certificates, the date upon which interest on the Certificates of such series shall be payable, which shall be March 1 and September 1 of each Fiscal Year.

"Issue Date" means with respect to any Series Certificates of KISTA, the "dated" date of the Series Certificates specified and determined by the Series Resolution authorizing same.

"KAR" means Kentucky Administrative Regulations promulgated by agencies of the Commonwealth pursuant to the Kentucky Revised Statutes.

"KEAP" or "Program" means the KISTA Equipment Acquisition Program wherein KISTA, on behalf of the Participating Districts, acts as an issuing agency in the sale of the Series Certificates and the application of the proceeds of said Series Certificates to the acquisition of Equipment, funding the Insurance Reserve Fund, and the administration of the Series Certificates.

"KISTA Board" or "Board of Directors of KISTA" means the membership of the Board of Directors of KISTA consisting of the Superintendents of schools representing the Boards of Education of Lewis, Rowan, Elliott, Morgan, and Pendleton Counties (the "Initial Districts"), and the Superintendents of schools representing other Boards of Education as may from time to time be and become members of KISTA's Board of Directors as the KISTA Board shall elect (the "Subsequent Districts"). Retired superintendents may also serve on the KISTA Board.

"KRS" means the Kentucky Revised Statutes.

"Lease Term" means for any KEAP the Initial Term and all Renewal Terms of the Lease through June 30 of the fiscal year ten (10) years following the Initial Term.

"Liability Insurance" means liability insurance coverage required by KRS 160.310 and 702 KAR 5:070 to be maintained by Participating Districts in connection with the ownership and operation of Equipment.

"Mandatory Principal Payment" means the annual installment of principal established for Term Certificates by a Series Resolution (or certificate of KISTA accepting the successful bid for the sale of Series Certificates) which shall be paid on March 1 of each year for the retirement of Outstanding Certificates which mature after said March 1 date.

"Outstanding" when used with reference to the Certificates, shall mean, as of any date, all Certificates, theretofore or then being authenticated and delivered under the Second Indenture except: (a) Certificates canceled by the Second Trustee prior to such date; (b) Certificates for the payment or redemption of which there shall be held in the Certificates Fund (or other account) in cash or Permitted Investments sufficient funds to pay when due, the principal amount, Mandatory Principal Payment, or redemption price, with all interest to said payment (provided appropriate notice shall have been given of redemption, if required); (c) Certificates in lieu of or in substitution for other Certificates which have been authenticated and delivered; and (d) Certificates deemed to have been paid as provided under the provisions of the First or Second Indenture.

"Owner" or "Registered Owner" means the owner of any KISTA Certificate issued pursuant to the terms of the Second Indenture.

"Parity Certificates" means subsequent Series Certificates issued under the Second Indenture ranking on the basis of parity as to security and source of payment with the Series 2022 Certificates issued thereunder and secured by the Insurance Reserve Fund and includes Series 2012 Certificates, Second Series 2012 Certificates, Series 2013 Certificates, Series 2014 Certificates, Second Series 2014 Certificates, Series 2015 Certificates, Second Series 2015 Certificates, Series 2016 Certificates, Series 2017 Certificates, Series 2018 Certificates, Series 2019 Certificates, Series 2020 Certificates and Series 2021 Certificates.

"Participation" means the total financial obligation of a Participating District determined by applying the Participation Factor to the aggregate principal amount of an issue of Series Certificates.

"Participant Account" means the subaccount established within the Acquisition Fund for each Participating District to provide for that Participating District's pro rata acquisition of Equipment and the receipt of that Participating District's pro rata portion of the proceeds of Series Certificates.

"Participation Factor" means the percentage of participation of each Participating District calculated by the division of the cost of that Participating District's particular Equipment (numerator) by cost of all Equipment purchased from the proceeds of a particular Series of Certificates (denominator) which shall be applied to the aggregate principal amount of Certificates of that particular series in order to determine that District's pro rata portion of certificate discount, cost of issuance, accrued interest, Insurance Reserve Fund contribution, and any fees, expenses and costs incident to the authorization, sale and issuance of the Series Certificates.

"Paying Agent" means the Second Trustee under the Second Trust Indenture acting in their respective capacities as Paying Agent for the KISTA Certificates or their successors appointed pursuant to the terms of the respective Indenture.

"Permitted Investments" means any of the following investments permitted under KRS 66.480 which may be effected by the First or Second Trustee through "Money Market" or "Bond Fund" or "Common Trust Fund" certificates of a Fiduciary or through the Kentucky Governmental Organizations Liquidity Fund by virtue of an Investment Agreement to which KISTA is a party, as follows:

(i) Obligations of the United States and of its agencies and instrumentalities, including obligations subject to repurchase agreements, if delivery of these obligations subject to repurchase agreements is taken either directly or through an authorized custodian. These investments may be accomplished through repurchase agreements reached with sources including, but not limited to, national or state banks chartered in Kentucky;

(ii) Obligations and contracts for future delivery or purchase of obligations backed by the full faith and credit of the United States or a United States government agency, including but not limited to:

1. United States Treasury;
2. Export-Import Bank of the United States;
3. Farmers Home Administration;
4. Government National Mortgage Corporation; and
5. Merchant Marine bonds;

(iii) Obligations of any corporation of the United States government, including but not limited to:

1. Federal Home Loan Mortgage Corporation;
2. Federal Farm Credit Banks;
3. Bank for Cooperatives;
4. Federal Intermediate Credit Banks;
5. Federal Land Banks;
6. Federal Home Loan Banks;
7. Federal National Mortgage Association; and
8. Tennessee Valley Authority;

(iv) Certificates of deposit issued by or other interest-bearing accounts of any bank or savings and loan institution which are insured by the Federal Deposit Insurance Corporation or similar entity or which are collateralized, to the extent uninsured, by any obligations permitted by KRS 41.240(4);

(v) Uncollateralized certificates of deposit issued by any bank or savings and loan institution rated in one (1) of the three (3) highest categories by a nationally recognized rating agency;*

(vi) Bankers' acceptances for banks rated in one (1) of the three (3) highest categories by a nationally recognized rating agency;*

(vii) Commercial paper rated in the highest category by a nationally recognized rating agency;*

(viii) Bonds or certificates of indebtedness of the Commonwealth of Kentucky and of its agencies and instrumentalities;

(ix) Securities issued by a state or local government, or any instrumentality of agency thereof, in the United States, and rated in one (1) of the three (3) highest categories by a nationally recognized rating agency;* and

(x) Shares of mutual funds, each of which shall have the following characteristics:

(i) The mutual fund shall be an open-end diversified investment company registered under the Federal Investment Company Act of 1940, as amended;

(ii) The management company of the investment company shall have been in operation for at least five (5) years; and

(iii) All of the securities in the mutual fund shall be eligible investments as set forth above.

* The Permitted Investments set forth above in one or more of subsections (v), (vi), (vii) and (ix) above shall not exceed twenty percent (20%) of the total of all funds of KISTA on deposit with the either Trustee pursuant to either Indenture.

"Person" shall mean any individual, firm, partnership, association, corporation, or governmental agency or political subdivision.

"Principal Payment" means the payment of principal on Outstanding Certificates scheduled to become due on March 1 of the year in which paid.

"Principal Payment Date" shall mean, for each Series Certificates, the date upon which principal on the Certificates of such series shall be payable, which shall be March 1 of each fiscal year.

"Purchase Option" means the right of each Participating District to purchase its respective equipment on any Interest Due Date for a price equal to the Depreciated Value of its Equipment, plus accrued interest to the Interest Due Date upon which the pro rata portion of the appropriate Series Certificates are retired, but without premium.

"Refunding Certificates" means Series Certificates issued by KISTA under the Second Indenture to provide for the payment and retirement of previously issued Series Bonds or Certificates.

"Registered Owners" means the persons or legal entities (including Cede & Co.) which are the Owners of Series Certificates as shown on the books of the Certificate/Bond Registrar for the particular Series.

"Renewal Term" means each additional term of the Lease beginning July 1 of each year and ending on June 30 of the following year.

"Rental Payments" or "Rentals" shall mean the amounts due to KISTA each year as Rentals from Participating Districts under the Leases.

"Schedule of Participation" means Exhibit A to each Lease setting forth the respective Participating Board's Participation, Participation Factor, Rentals, and identifying the Equipment leased.

"Serial Certificates" means those Certificates designated in a Series Resolution (or certificate of KISTA accepting the successful bid for the sale of Series Certificates) as having sequential principal maturities on March 1 of consecutive years.

"Series Resolution" means a Resolution adopted by the KISTA Board authorizing the issuance, sale, and delivery of a particular series of KISTA Certificates in accordance with the terms of the Second Indenture.

"State" shall mean the Commonwealth of Kentucky.

"Supplemental Trust Indenture" means a document amending the original provisions of the Second Indenture as permitted thereunder.

"Term Certificates" means those Certificates designated in a Series Resolution (or certificate of KISTA accepting the successful bid for the sale of Series Certificates) as having a single maturity date, but which are subject to Mandatory Principal Payments.

"Trustee" means The Huntington National Bank, Cincinnati, Ohio, as successor Second Trustee under the Second Indenture or their successors pursuant to the terms of the Second Indenture.

"Vendors" or "Equipment Vendors" shall mean the vendors of the Equipment to the Participating Districts.

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OFFICIAL STATEMENT
Relating to the Issuance of

$11,820,000*
KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION (KISTA) EQUIPMENT LEASE CERTIFICATES OF PARTICIPATION, SERIES OF 2022

(*Subject to Permitted Adjustment)

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and Appendices hereto, is to set forth certain information pertaining to the Kentucky Interlocal School Transportation Association ("KISTA") Equipment Lease Certificates of Participation, Series of 2022 (the "Certificates" or the "Series 2022 Certificates").

The Certificates are being issued by KISTA on behalf of twenty-eight (28) Kentucky school districts (the "Participating Districts") to provide the needed funds for i) the acquisition by the Participating Districts of approximately 98 school buses (the "Equipment") to be used in their respective school districts to transport students to and from school; ii) an additional deposit to the self-funded insurance pool (see "Insurance Reserve Fund") for the purpose of providing a reasonable level of affordable collision insurance for the school buses acquired from the Certificate proceeds; and, iii) paying the costs of issuance of the Certificates (see "Plan of Financing" herein).

The Certificates are Certificates of Participation and constitute a limited indebtedness of the Kentucky Interlocal School Transportation Association. The Certificates will be secured by assignments of the rental payments of the Participating Districts' Equipment Lease and Security Agreements (the "Leases") and a first lien on each school bus purchased from the Acquisition Fund pool (see "Security" herein); provided, however, the lien will not be perfected by recording the security interest.

All financial and other information presented in this Official Statement has been provided by the Kentucky Department of Education ("DOE") or the Participating Districts from their records, except for information expressly attributed to other sources. The presentation of financial and other information is intended to give a general overview of the method and amount of funds available for the Participating Districts to meet the operational costs of their respective school systems, including its payment of the rental due for the school buses under the Leases. The presentation of demographic and socioeconomic data for the State of Kentucky and the Participating Districts is intended to provide a general overview of the Commonwealth and Participant school district systems. Any financial data and demographic or socioeconomic data shown is not intended to indicate future or continuing trends in the financial position or other affairs of the Participating Districts. No representation is made that past experience, as is shown by financial and other information, will necessarily continue or be repeated in the future.

This Official Statement should be considered in its entirety, and no one subject discussed should be considered more or less important than any other by reason of its location in the text. Reference should be made to laws, reports or other documents referred to in this Official Statement for more complete information regarding their contents.

Copies of the Series 2022 Authorizing Resolution authorizing the issuance of the Certificates, the Equipment Lease and Security Agreement, dated as of April 5, 2022, and the Second Indenture of Trust, dated as of January 1, 2005, may be obtained at the office of Steptoe & Johnson, PLLC, Certificate Counsel to KISTA, 700 Hurstbourne Parkway, Ste. 115, Louisville, Kentucky 40222.

BOOK-ENTRY-ONLY-SYSTEM

The Certificates shall utilize the Book-Entry-Only-System.

DTC will act as securities depository for the Certificates. The Certificates initially will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee).

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. "Direct Participants" include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its participants are on file with the Securities and Exchange Commission.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates ("Beneficial Ownership Interest") are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their Beneficial Ownership interests in Certificates, except in the event that use of the book-entry system for the Securities is discontinued. Transfers of ownership interest in the Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners.

To facilitate subsequent transfers, all Certificates deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Certificates with DTC and their registration in the name of Cede & Co., effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the Certificates are being redeemed, DTC's practice is to determine by lot the amount of the interest of each District Participant in the Certificates to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to Certificates. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments of the Certificates will be made to DTC. DTC's practice is to credit Direct Participants' account on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Issuer, or the Certificate Registrar/Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer or the Certificate Registrar/Paying Agent, disbursements of such payments to Direct Participants shall be the responsibility of DTC, and disbursements of such payment to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Beneficial Ownership Interests purchased or tendered, through its Participant, to DTC, and shall effect delivery of such Beneficial Ownership Interests by causing the Direct Participant to transfer the Participant's interest in the Beneficial Ownership Interests, on DTC's records, to the purchaser or DTC, as appropriate. The requirements for physical delivery of Certificates in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Certificates are transferred by Direct Participants on DTC's records.

DTC may discontinue providing its services as securities depository with respect to the Certificates at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Certificate certificates are required to be printed and delivered, as described below under "THE CERTIFICATES-Revision of Book-Entry System; Replacement Certificates.

NEITHER THE ISSUER, THE BOARD NOR THE CERTIFICATE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR ANY BENEFICIAL OWNER OR ANY OTHER PERSON NOT SHOWN ON THE REGISTRATION BOOKS OF THE CERTIFICATE REGISTRAR/PAYING AGENT AS BEING AN OWNER WITH RESPECT TO: (1) THE CERTIFICATES.(2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (3) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PURCHASE PRICE OF TENDERED CERTIFICATES OR THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE CERTIFICATES; (4) THE DELIVERY BY ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE AUTHORIZING RESOLUTION TO BE GIVEN TO HOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE CERTIFICATES: OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER.

KISTA

Sections 65.210 through 65.300 of the Kentucky Revised Statutes ("KRS"), designated as the Interlocal Cooperation Act (the "Act"), sets forth the procedure by which any two or more governmental units may enter into agreements with one another and with third parties for joint or cooperative actions.

The Boards of Education of the initial five (5) school districts of Elliott, Lewis, Morgan, Pendleton and Rowan, all bodies corporate and politic of the Commonwealth of Kentucky, by adopting resolutions approving the execution of an Interlocal Cooperative Compact (the "Compact") dated July 1, 1991, authorized their respective Superintendents to form KISTA.

The affairs and business of KISTA are conducted by its members who constitute the governing body of KISTA to be known as its Board of Directors (the "Board"). The Board consists of the incumbent Superintendents of the initial five districts which formed KISTA (the "Initial Districts"); the KISTA Compact permits the Board to be expanded to up to fifteen (15) members in order to promote geographic representation throughout the Commonwealth; however, all members must be incumbent or retired Superintendents of school districts in Kentucky.

The officers of KISTA consist of a President, Secretary, Treasurer, and such Vice Presidents as the Board may elect. Officers, except the office of President, do not have to be members of the Board.

KISTA has no capital stock and is not formed for profit, but to provide adequate educational facilities for boards of education throughout the Commonwealth of Kentucky. The assets and earnings of KISTA are to be used exclusively for the purposes set forth in the Compact, and no part of the net earnings may inure to the benefit of any member or individual. The life of KISTA is deemed perpetual, unless sooner dissolved by a majority vote of its members; provided however, KISTA cannot be dissolved so long as any indebtedness is outstanding and unpaid.

The general purpose of KISTA, recognized and promulgated by its Compact, is to act as an issuing agency of Certificates or other debt obligations in order that certain economies of scale inherent in pooled financings may be realized by the Participating Districts. Upon the preparation of the necessary documentation of plans to incur debt by KISTA, a complete financing plan must be submitted to the Commissioner of Education and the Kentucky Department of Education for approval regarding the involvement of the Participating District pursuant to KRS 160.160 and KRS 65.944 (1)(c).

The Compact which establishes KISTA has received the written approval of the Commissioner of Education of the Commonwealth and the written approval of the Attorney General of the Commonwealth as to the form and legality of said Agreement.

OUTSTANDING INDEBTEDNESS

The following table shows the outstanding indebtedness of KISTA by the original principal amount, the outstanding principal, the approximate interest rate range and the final maturity date of the indebtedness:

Bond Series	Original Principal Amount	Current Principal Outstanding	Approximate Interest Rate Range	Final Maturity
2011 Energy	$ 1,180,000	$ 610,000	3.750% - 4.300%	2031
2012 Energy	$ 1,615,000	$ 1,175,000	3.000% - 3.375%	2032
2012B COPS	$ 825,000	$ 505,555	2.500% - 3.250%	2032
2012 COPS REF	$ 3,815,000	$ 1,350,000	3.000% - 3.000%	2024
2013-Energy	$ 1,420,000	$ 820,000	3.000% - 3.625%	2033
2014	$ 13,720,000	$ 2,485,000	2.750% - 3.000%	2024
2014-Energy	$ 1,560,000	$ 1,050,000	3.000% - 3.500%	2034
2014B	$ 2,835,000	$ 185,000	2.500%	2023
2014 KISTA-KSBIT	$ 7,345,000	$ 3,080,000	3.000% - 4.000%	2029
2015	$ 13,100,000	$ 3,775,000	2.250% - 2.625%	2025
2015B	$ 3,690,000	$ 1,025,000	2.375% - 2.500%	2025
2016	$ 16,370,000	$ 6,320,000	2.250% - 2.625%	2026
2017	$ 19,055,000	$ 9,305,000	2.550% - 2.550%	2027
2018	$ 14,995,000	$ 8,725,000	3.000% - 3.000%	2028
2019	$ 16,650,000	$ 11,335,000	3.000% - 3.000%	2029
2020	$16,645,000	$14,865,000	2.000% - 2.000%	2030
2021	$15,425,000	$13,320,000	1.250% - 1.500%	2031
TOTALS:	$150,245,000	$79,930,555		

AUTHORITY

The Board of Directors of KISTA at their February 22, 2022 meeting, adopted a Series 2022 Authorizing Resolution which authorized among other things:

i) the issuance of $11,820,000 of Series 2022 Certificates subject to a permitted adjustment of $1,180,000;

ii) the advertisement for the public sale of the Certificates;

iii) the Official Terms and Conditions for the sale of the Certificates to the successful bidder; and,

iv) the President and Secretary of KISTA to execute certain documents relative to the sale and delivery of the Certificates.

The Series 2022 Authorizing Resolution further provides that the Second Indenture of Trust dated as of January 1, 2005 (the "Second Indenture") by and between KISTA and The Huntington National Bank, Cincinnati, Ohio shall remain in full force and effect so long as any of the debt obligations set forth *supra* under "Outstanding Indebtedness" remain unpaid. The Second Indenture provides that the Second Trustee shall have reciprocal access to the respective Insurance Reserve Funds established under the First and Second Indentures for the purpose of i) paying collision insurance claims on Equipment and/or ii) preventing a default in the payment of the principal and interest requirements on debt obligations issue under the Second Indenture.

THE CERTIFICATES

General

The Certificates will be dated April 5, 2022, will bear interest from that date as described herein, payable semiannually on March 1 and September 1 of each year (both "Interest Payment Dates"), commencing September 1, 2022 and will mature as to principal on March 1, 2023 and each March 1 thereafter in the years and in the principal amounts as set forth on the cover page of this Official Statement; subject to the Purchaser's right to designate Term Certificates.

Registration, Payment and Transfer

The Certificates are to be issued in fully-registered form (both principal and interest). The Huntington National Bank, Cincinnati, Ohio, the Certificate Registrar and Paying Agent, shall remit interest on each semiannual due date to Cede & Co., as the nominee of The Depository Trust Company. Please see "Book-Entry-Only-System" *supra*. The record date is the 15th day of the month preceding an interest due date.

Redemption

The Certificates maturing on and before March 1, 2027 are not subject to redemption prior to maturity. The Certificates scheduled to mature on and after March 1, 2028, are subject to redemption by the Corporation prior to maturity, in whole or from time to time in part, in any order of maturities (less than all of a single maturity to be selected by lot) on any date falling on or after March 1, 2027 at the redemption prices, expressed in percentages of the principal amount with respect to each redeemed Certificate as set forth below, plus accrued interest to the date of redemption.

Redemption Dates	Redemption Price
March 1, 2027 and thereafter	100.0%

Extraordinary Redemption

The Certificates are subject to extraordinary redemption in the event a Participating District exercises its option to purchase Equipment. Extraordinary redemption shall be effected upon terms of par, plus accrued interest to the redemption date, but without premium on any interest payment date falling on or after March 1, 2023.

SECURITY

General

The Certificates are Certificates of Participation and constitute a limited indebtedness of KISTA. The Certificates are payable as to both principal and interest solely from the total aggregate rental income of the Equipment Lease and Security Agreements between the Participating Districts and KISTA and certain deposits made to the Certificate Fund received for collision insurance claims or the Participants' purchase of Equipment provided for through an Extraordinary Redemption of the Certificates. The Equipment Lease and Security Agreement is subject to annual termination each June 30, beginning June 30, 2022 (see "Equipment Lease and Security Agreement").

Security Interest

The Certificates will be further secured by a security interest in the Equipment as set forth in the Lease, but not recorded, for each school bus unit acquired from the Acquisition Fund. Title to the school bus units are to be vested in the names of the Participating Districts.

Equipment Lease and Security Agreement

Certificate Counsel has prepared a form of Participation Resolution authorizing the participation of the Participating Districts in KEAP and the Financial Advisor has disseminated said Participation Resolutions, accompanied by explanations of KEAP to school districts throughout the Commonwealth.

The Participation Resolution authorizes the Participating Districts to execute an Equipment Lease and Security Agreement with KISTA, as Lessor, and the Participating Districts, as Lessees. The President and Secretary of KISTA are authorized under the Series 2022 Authorizing Resolution to execute said Lease with the Participating Districts.

The Equipment Lease and Security Agreement provides:

A) that annual rentals due thereunder in amounts sufficient to pay each Participating District's portion of the principal and interest requirements due on the Series 2022 Certificates as determined by the Participation Factor of each Participating District applied to the annual principal and interest requirements of the Series 2022 Certificates;

B) that the rentals due shall be payable semiannually on the 15th day of August and the 15th day of February, commencing August 15, 2022;

C) that in the event of a failure of a Participating District to pay any Rental installment on the due date stated, the Trustee shall be entitled to notify the Kentucky Department of Education and request that said Department intercept the amount required for said Rental installment from any funds then due said delinquent Participating District and remit same amount to the Trustee for deposit to the Certificate Fund in order to prevent a default in the payment of the principal and interest requirements on the Series 2022 Certificates;

D) that title to the Equipment leased thereunder shall be vested in the Participating District; provided, however, that in the event of a default in the payment of any Rental installment, the Trustee, on behalf of KISTA, may take possession of the Equipment of the defaulted Participating District and liquidate said Equipment in order to meet the obligations of the Participating District. The Lease provides that a defaulting Participating District shall surrender its Equipment to the Trustee upon demand;

E) that a Participating District shall have the right to terminate the Lease at the end of any rental year (June 30) and shall have the additional right to purchase all or part of the Equipment leased thereunder on any interest payment date for the Series 2022 Certificates upon ninety days written notice to the Trustee and the payment of the Participating District's pro rata portion of the Series 2022 Certificates for the Equipment purchased determined from the Participation Factor, including accrued interest on said amount until such portion is paid in full. The Lease shall automatically renew on July 1 of each year unless the

Participating District shall give written notice to the Kentucky Department of Education, the Trustee, and KISTA of its intention not to so renew not less than sixty (60) days prior to June 30;

F) that the Equipment shall be insured against damage from collision to the full Depreciated Value for all amounts in excess of $5,000 from the Insurance Reserve Fund and the cost for said insurance shall be included in the Participating District's Rental; provided, however, that the Participating District shall be responsible for the first $5,000 of any collision damage incurred in connection with any one accident;

G) that should the Participating District pay the Rentals due thereunder through June 30, 2032, then the security interest of KISTA and the Trustee in the Equipment shall terminate and each Participating District shall own its respective Equipment free and clear of the lien and security interest of KISTA therein; and,

H) that each Participating District shall be responsible for maintaining liability insurance in connection with the operation of its Equipment as required by KRS 160.310 and 702 KAR 5:070.

STATE INTERCEPT

Under the Kentucky Constitution the Participating District is legally obligated only for the Initial Term and for one Renewal Term at a time thereafter; provided, however, that the Series Lease contains covenants by the Participating District which during any Renewal Term authorizes the Director, Division of Finance of the Department, or other designee of the Commissioner of Education, acting pursuant to the authority of KRS 160.160(5) upon the request of the Second Trustee to withhold any State funds then due a delinquent Participating District and to transfer to said Second Trustee for application to the payment of the Certificates any delinquent Rental installment remaining delinquent eight (8) days prior to any interest due date during any renewal term. By the execution of the Series Lease KISTA has assigned to the Second Trustee its rights in and to the Rentals and delegated to the Second Trustee the right to request the payment of any delinquent Rental by the Department.

The Series Lease also provides that in the event of a failure by the Department to withhold from the Participating District a sufficient portion of any undisbursed funds then held, set aside, or allocated to the Participating District, then the Second Trustee may transfer the amount of said required Rental from the Insurance Reserve Fund hereinafter identified and apply same to the payment of principal and interest requirements on the Certificates.

The assignment by the Participating District of its right to State funds can be effective only for a Renewal Term and the right is reserved in the Participating District to terminate the Series Lease at the end of any Renewal Term, accompanied by a surrender of the Equipment.

ISSUANCE OF SUBSEQUENT SERIES CERTIFICATES AS ADDITIONAL PARITY CERTIFICATES

The KISTA Board has reserved the right to issue subsequent, additional Series Certificates, ranking on the basis of parity as to security and source of payment with the Series 2022 Certificates authorized and secured by monies on deposit in the Insurance Reserve Fund in the same fashion as said Series 2012 Certificates, Second Series 2012 Certificates, Series 2013 Certificates, Series 2014 Certificates and Second Series 2014 Certificates, Series 2015 Certificates, Second Series 2015 Certificates, Series 2016 Certificates, Series 2017 Certificates, Series 2018 Certificates, Series 2019 Certificates, Series 2020 Certificates and Series 2021 Certificates; provided, however, that any Series Authorizing Resolution authorizing any subsequently issued Series Certificates shall provide that a Participating District shall pay not less than the principal and interest requirements on its pro rata portion of said Series Certificates based upon its Participation Factor, but KISTA shall reserve the right to provide for collision insurance coverage and/or liability insurance coverage through deposits from Rentals due from said Participating Districts to the Insurance Reserve Fund in a manner other than the formula determined for the Series 2022 Certificates.

It shall be a condition precedent to the issuance of any subsequent Series Certificates on the basis of parity with the Series 2012 Certificates, Second Series 2012 Certificates, Series 2013 Certificates, Series 2014

Certificates, Second Series 2014 Certificates, Series 2015 Certificates, Second Series 2015 Certificates, Series 2016 Certificates, Series 2017 Certificates, Series 2018 Certificates, Series 2019 Certificates, Series 2020 Certificates and Series 2021 Certificates and that KISTA be current in all requirements and covenants set forth under the Second Indenture of Trust and that each Participating District be current in the payment of Rentals due under its Lease.

Nothing contained in the Second Indenture of Trust shall be construed as a limitation upon KISTA in the issuance of other certificates, notes, or debt obligations under separate indentures of trusts for other financing purposes, including a pooled financing for the acquisition of school buses. It is the stated intention of KISTA at the present time to utilize the Second Indenture of Trust herein referred to for all subsequent financings employed to fund KEAP.

The Series 2022 Certificates rank on a parity with the Second Series 2011 Certificates, the Series 2012 Certificates, Second Series 2012 Certificates, the Series 2013 Certificates, the Series 2014 Certificates, the Second Series 2014 Certificates, the Series 2015 Certificates, the Second Series 2015 Certificates, the Series 2016 Certificates, Series 2017 Certificates, Series 2018 Certificates, Series 2019 Certificates, Series 2020 Certificates and Series 2021 Certificates.

THE PARTICIPATING DISTRICTS

The following table shows the Participating Districts which have adopted a Participation Resolution to participate in KISTA's Equipment Acquisition Program for 2021 financed from the Series of 2022 Certificates. The table shows the name of each Participant, the number of school bus units to be acquired and paid for from the Acquisition Fund, the budgeted amount for deposit to each Participant District's Account, and the Participation Factor of each Participant:

District Name	Number of Units	Participants Acquisition Account	Participation Factor
Adair CSD	4	$394,220	3.47%
Bardstown Ind	2	$210,000	1.85%
Barren CSD	5	$477,685	4.20%
Butler CSD	3	$345,963	3.04%
Clark CSD	3	$290,688	2.56%
Clinton CSD	2	$280,870	2.47%
Crittenden CSD	1	$59,838	0.53%
Fayette CSD	22	$2,799,900	24.61%
Frankfort Ind	1	$130,491	1.15%
Jenkins Ind.	2	$235,140	2.07%
Kenton CSD	10	$1,357,191	11.93%
Lawrence CSD	3	$360,900	3.17%
Leslie CSD	2	$212,718	1.87%
Magoffin CSD	3	$279,957	2.46%
McCracken CSD	7	$813,453	7.15%
Menifee CSD	2	$217,658	1.91%
Monroe CSD	1	$104,570	0.92%
Newport Ind.	2	$280,000	2.46%
Nicholas CSD	1	$118,334	1.04%
Paris Ind	2	$240,000	2.11%
Pendleton CSD	1	$98,518	0.87%
Pike CSD	5	$553,120	4.86%
Raceland Ind.	1	$94,095	0.83%
Rowan CSD	3	$347,832	3.06%
Russell Ind.	1	$114,073	1.00%
Taylor CSD	2	$244,302	2.15%
Wayne CSD	5	$503,777	4.43%
Wolfe CSD	2	$210,718	1.85%
	98	$11,376,011	100.00%

APPLICATION OF PROCEEDS OF CERTIFICATES

School Bus Acquisition

The Participating Districts, by adoption of their Participation Resolutions and filing of their purchase orders through the DOE, have elected to participate in the Series of 2022 KISTA school bus leasing program.

There are a total of 171 public school districts in Kentucky with a student average daily attendance (ADA) population of approximately 598,738, for grades kindergarten through 12 (K-12). The districts range in size from the smallest of West Point Independent (ADA 126) to the largest system of Jefferson County (ADA 87,150).

The State Department of Education (DOE), Division of Pupil Transportation reports there are approximately 9,948 school buses that are in daily service during the school year transporting students to and from school. The DOE competitively bids each year school buses of various capacity and options for school districts to select from. School buses available for purchase from the state bid prices for the 2021-22 school year are generally classified as:

Type A; 16 to 18 passenger (including handicapped equipped)

Type C; 34, 52 and 66 passenger (including handicapped equipped)

Type D; 70, 74 and 78 passenger (including handicapped equipped) [forward control buses]

Insurance Reserve Fund

At the time of delivery of the Certificates, KISTA plans to make an additional deposit to the Insurance Reserve Fund under the Second Indenture for the purpose of providing funds for the Participating Districts to draw upon to pay for certain collision related accidents, or to prevent a default in the payment of the principal and/or interest requirements of the Certificates. The Insurance Reserve Fund will not provide uninsured motorist, comprehensive (fire, theft, window breakage, etc.) or liability coverage to the Participating Districts. Participating Districts must provide liability insurance at the levels and coverage required by Kentucky Law.

The deposit from the Certificate proceeds to the Insurance Reserve Fund will be approximately that amount of monies equal to two percent (2%) of the total amount of Certificate proceeds deposited to the Acquisition Fund at the time of delivery of the Certificates. The Insurance Reserve Fund shall be a segregated account held by the Trustee, specifically dedicated to assist Participating Districts to provide a reasonable level of collision insurance on all school buses acquired from the Certificate pool. There will be a five thousand dollar ($5,000) deductible for each collision claim so that each Participating District is its own insurer to that extent. The maximum claim amount may not exceed the original acquisition cost of the school bus unit for which a claim is presented for payment and which was paid from the Acquisition Fund times the exact percentage of Certificates then outstanding at the date the claim is officially filed and received in proper form by the Trustee (the "Depreciated Value").

All Participating Districts are scheduled to pay through their Rental Payment their proportionate amount of debt service payments to fully amortize the Series 2022 Certificates being issued to fund the Insurance Reserve Fund. The cost to each Participant shall be determined by multiplying their Participation Factor by the total amount deposited from the Certificate proceeds to the Insurance Reserve Fund. This amount, when added to the proportionate cost of Certificate issuance costs and the Acquisition Fund computed in a similar manner, shall represent the principal amount to be amortized by the Participant's share of the Certificates.

This manner of funding the Insurance Reserve Fund provides a plan of retiring the debt associated with the Insurance Reserve Fund, regardless of the claims-paying ability of the Fund. In subsequent years, if other school bus revenue Certificate leasing pools are issued through KISTA, the KISTA Board can decide whether to continue the Fund, the coverages to be offered from the Fund, and the levels and computation of each Participant District's contribution to the Fund. No assurances can be provided to the Participating Districts that the Insurance Reserve Fund is sufficiently funded to be self-sustaining through the life of the Certificates and, even though the Participating Districts will have in effect made payments for insurance coverage and must continue to meet payments for insurance through the life of the Certificates, the Fund could be exhausted prior to the Certificates being retired in full and the Participating Districts claims would not be paid. However, the claims paid from the Fund could be less than that projected.

All claims to be paid from the Insurance Reserve Fund shall be administered as follows in the alternative:

A. If it is determined the school bus for which a claim has been filed will not to be safe and of satisfactory condition after the repairs are completed, to be evidenced by safety inspections performed pursuant to 702 KAR 5:030 ("Kentucky Administrative Regulations"), which in effect removes that school bus from the DOE depreciation allowance; or, if the Participant determines the costs of the repairs to the school bus unit exceeds its fair market value and the repairs are therefore economically unfeasible; then the Participant must either:

   i) decide it is not in its best interest to replace the school bus. The claim payment shall then be directly deposited by the Trustee to the Certificate Fund. Said amount of deposit to the Certificate Fund will then be applied by the Trustee to call a certain portion of the Certificates in accordance with the Extraordinary Redemption provisions of the Second Indenture. Said amount of Certificates called representing the claim shall be applied as a credit to the Participant's principal of the debt schedule for its proportionate share of the Certificates and the Trustee shall cause a new amortization schedule to be prepared and presented to the Participant which will reflect the lesser outstanding principal amount; or,

   ii) decide it is in its best interest to replace the school bus and assign a security interest in the replacement school bus to the Trustee. The Participant shall notify the Trustee of the exact amount to be owed upon delivery of the new replacement school bus and deposit with the Trustee that exact amount of difference of the claim and the new replacement school bus unit price. The Trustee shall then make payment on behalf of the District to the school bus vendor and take the appropriate steps to assure a security interest in favor of the Trustee.

B. If the Participant certifies to the Trustee, that the repairs being made to the school bus for which a claim is presented for payment will allow the school bus to remain on the Participant's inventory for DOE depreciation allowances, the claim payment shall be made directly to the Participant and be expended only for the costs of reasonable and necessary repairs to the school bus. The Trustee or the KISTA Board may elect to appoint an independent adjuster, whose appraisal of a fair claim amount shall be final, in case of a dispute between the claimant's amount and the amount which is determined to be paid from the Fund.

Other than an approved insurance claim to a Participant, any monies in the Insurance Reserve Fund cannot be distributed to any Participating Districts as long as any Certificates of KISTA, providing for coverage of the school bus units through the Insurance Reserve Fund in the KISTA Board's Series Authorizing Resolutions authorizing said Certificate issues, remain outstanding. The Trustee shall maintain a master list of all Participating Districts in any KISTA Series Certificate issue which may provide for the continued funding and maintenance of the Insurance Reserve Fund identifying the amount of the principal and corresponding interest the Participating Districts were assigned to pay to service the debt of their proportionate share of the Fund. The amount of the principal assigned to a Participant in all KISTA Certificate issues representing the initial capitalization of the Insurance Reserve Fund, divided by the total amount of Certificates issued by KISTA to fund the Insurance Reserve Fund up to the time of the distribution of the balance in the Fund, times the amount of distribution to be made to the Participating Districts will represent the amount of the rebate in the Fund to each Participant.

SEEK TRANSPORTATION ALLOTMENT

Participant Transportation Cost Reimbursement

Kentucky Revised Statutes (KRS) 157.370 sets forth the basic statutory framework by which local school districts are to be reimbursed from the fund to Support Education Excellence in Kentucky (SEEK) for transportation costs. Kentucky Administrative Regulation (KAR) 702 KAR 5:020 implements and interprets, where necessary, the statutory provisions of KRS 157.370 in order to set out the method and steps for completion of the calculation of each school district's transportation program costs. Section 1-8 of the Regulation sets forth a strict formula whereby a school district's population density by distance of travel to and from school and the district's average daily attendance, are the major determinant factors in computing the district's pupil transportation program cost allotment under SEEK. Sections 9 through 12 of the Regulation provides for an amount to be added each year to the district's pupil transportation program cost for pupil transportation vehicle depreciation (referred to herein as "Depreciation Allotment").

The Participating Districts plan to use the Depreciation Allotment provided for under SEEK as the main source of revenue to meet the debt service payments of the Certificates. Based on current projections, it is

estimated the Depreciation Allotment should be adequate to meet approximately 76% of the principal and interest requirements of the Certificates. The projected Depreciation Allotment is based on a statewide average. Individual Participating Boards may receive a Depreciation Allotment greater or less than the average based on their density of pupils per square mile, growth in average daily attendance transported and local taxing effort. The DOE has determined the Participant Districts may appropriate from their general fund the remaining portion required to service the debt of the Certificates. A Participant District will not be permitted to appropriate capital funds (i.e. Capital Outlay, the local 5 cents tax effort for participation in the School Facilities Construction Commission building programs, and the Facilities Support Program of Kentucky state matching funds). See "School Reform Legislation" herein for a more descriptive source and application of school financing under SEEK.

The Regulation currently provides, in part, that the Participant's Depreciation Allotment, is that amount calculated for annual depreciation on each vehicle of the same type and rating purchased new through the state bid price contract plan according to the following schedule:

Years	Depreciation Rate
1 and 2	12%
3 through 8	10%
9 and 10	8%
11 through 14	6%

The depreciation rate is the percentage shown by the schedule above times the state bid price for the school bus acquired. Only those wholly district owned school buses having a rated capacity of 10 or more students and that are properly equipped and maintained in safe and satisfactory condition for the transportation of pupils are included in the district's vehicle depreciation schedule.

PLAN OF FINANCING

General

Immediately after the interest rates are established at the time bids are received for the Series 2022 Certificates, the amount of Certificates to mature each year will be adjusted accordingly to provide for the total net principal and interest due each fiscal year to approximately equal the same percentages as the like corresponding years of the total aggregate Participant's Depreciation Allotment through SEEK.

In effect, the Participating Districts total payment due each year on the Certificates, after being off-set by their respective Depreciation Allotment through SEEK for the buses to be acquired through KISTA, will represent the interest costs of their proportionate participation in the Certificate pool taking into account the cost of issuance of the Certificates and the funding from Certificate proceeds of the initial deposit to the Insurance Reserve Fund.

Total Certificate Pool

The following tables show the projected sources and uses of the Series of 2022 Certificate proceeds and the principal, interest and total payment due on the Certificates each fiscal year, the estimated total amount of Depreciation Allotment the Participating Districts should receive through SEEK representing the buses acquired from the Acquisition Fund pool, and the net payment to then be owed by the total of all Participating Districts in the Certificate pool. Also shown is the approximate debt service each Participant will owe for an average cost bus unit (approximately $100,000) paid from the Certificate pool.

Estimated Sources & Uses of Certificate Funds

Sources:	
Par amount of Bonds	$11,820,000.00
Total Sources of Funds:	$11,820,000.00
Uses:	
Deposit to Acquisition Fund	$11,376,011.00
Deposit to Insurance Reserve Fund	228,709.00
Underwriter's Discount	118,000.00
Cost of Issuance	97,280.00
Total Uses of Funds:	$11,820,000.00

Estimated Total Debt Service Schedule

Payment March 1	Principal	Interest	Total Payment
2023	$ 1,325,000	$ 160,649	$ 1,485,649
2024	$ 1,330,000	$ 157,635	$ 1,487,635
2025	$ 1,145,000	$ 141,010	$ 1,286,010
2026	$ 1,160,000	$ 126,698	$ 1,286,698
2027	$ 1,170,000	$ 112,198	$ 1,282,198
2028	$ 1,190,000	$ 97,573	$ 1,287,573
2029	$ 1,205,000	$ 80,913	$ 1,285,913
2030	$ 1,225,000	$ 62,838	$ 1,287,838
2031	$ 1,025,000	$ 41,400	$ 1,066,400
2032	$ 1,045,000	$ 20,900	$ 1,065,900
TOTAL:	$ 11,820,000	$ 1,001,811	$ 12,821,811

Notes:. Numbers are rounded to the nearest $1.00.

FUNDS AND ACCOUNTS

The Series 2022 Authorizing Resolution provides that the following separate and special funds and accounts established under the Second Indenture of Trust be maintained and shall be utilized in the manner and for the purposes indicated in said Second Indenture of Trust.

The proceeds derived from the issuance of any KISTA Series Certificates, including the Series 2022 Certificates, shall be applied as follows:

Cost of Issuance Fund

The Cost of Issuance Fund shall be established from the proceeds of the Series Certificates in order to provide for the payment of all expenses incident to the authorization, sale, issuance, and delivery of the Series 2022 Certificates; including, but not being limited to, the fees and expenses of the Trustee, Financial Advisors, and Certificate Counsel, and Certificate Rating Agencies.

Certificate Fund

With delivery of the Certificates, the amount representing accrued interest on the Certificates from the dated date to the delivery date shall be deposited to the Certificate Fund. Thereafter, the Participating District shall pay its debt service payments on each February 15 and August 15, beginning August 15, 2022until all Certificates are redeemed in full. Collectively, all payments of the Participating Districts should then be adequate to meet the required principal and interest payments of the Certificates. If any Participant fails to meet in a timely manner his payment of the Certificates, and monies are not available in the Certificate Fund, the Trustee is automatically empowered to notify the State Department of Education, Division of School Finance of the delinquent payment identifying the amount of principal and interest due, the date the payment was due, and the name of the Participant. In the event the delinquent payment is not received from the Department, it shall be paid from the Insurance Reserve Fund.

Acquisition Fund

The Acquisition Fund shall be established from the proceeds of Series Certificates in amounts sufficient to provide the total purchase price for all Equipment intended for the KISTA Program to be financed under that particular Series Certificates; including such amounts as may be necessary to provide any Participating District with amounts necessary to refinance existing Equipment in accordance with an Equipment Lease and Security Agreement with KISTA.

The Trustee shall be authorized to pay the Vendors of the Equipment pursuant to the direction of each Participating District upon the submission of invoices for the Equipment.

Pending the expenditure of monies on deposit in the Acquisition Fund the Trustee shall invest said monies in the Permitted Investments identified under the Second Indenture of Trust and earnings shall be carried to the credit of the Acquisition Fund until the payment of the last and final item of Equipment from the Acquisition Fund when the Trustee shall then transfer any balance remaining in the Acquisition Fund to the Insurance Reserve Fund.

Insurance Reserve Fund

There shall be established with the Trustee under the Second Indenture of Trust a separate and special account designated as the Insurance Reserve Fund which shall be funded from the proceeds of any Series Certificates as determined by KISTA at the time said Series Certificates are authorized and shall be utilized by the Trustee as follows:

Operations Account

The Trustee, upon written direction of the of KISTA President, Secretary or Treasurer, may transfer from said Insurance Reserve Fund such amounts as are necessary to pay the administrative expenses incurred by KISTA in connection with KEAP, including, but not being limited to, the fees and expenses of the Trustee incurred as Trustee, Certificate Registrar and Paying Agent; insurance premiums for Outside Coverage for collision or liability insurance, financial advisory fees, legal fees, recording fees, and such other administrative charges as KISTA, in its sole discretion, shall determine.

Reserve Account

In the event of a failure of any Participating District to pay Rentals due under its Lease in a timely fashion, and a failure by the State Department of Education to pay to the Trustee monies then held by it for the benefit of said delinquent Participating District after a request by the Trustee in accordance with the Second Indenture of Trust and Lease, to the extent of said delinquency, the Trustee shall transfer from the Insurance Reserve Fund to the Certificate Fund such amounts as are necessary in order to prevent a default in the payment of the principal and interest requirements on the Series 2022 Certificates.

All monies on deposit within any Fund or Account shall be fully invested at all times in Permissible Investments. The interest earned on any of the accounts or funds, except the Certificate Fund, shall be deposited to the Insurance Reserve Fund. Any balances in any of the funds or accounts, after all the Certificates are paid in full, shall be deposited to the Insurance Reserve Fund.

Rebate Fund

There shall be established with the Trustee under the Second Indenture of Trust a separate and special account designated as the Excess Earnings and Rebate Fund which is required under the provisions of the Internal Revenue Code of 1986, as amended and the U.S. Treasury Department Regulations promulgated thereunder (the "Code") in order that the investment earnings from any fund or account of KISTA established under the Second Indenture of Trust which is subject to rebate to the United States of America under the Code shall be segregated, accounted for, and remitted as required.

KISTA and the Trustee shall be entitled to rely upon the opinions and advice of Certificate Counsel, or a nationally recognized law firm with expertise in the area of municipal finance, in the determination of the extent and method of said required rebates, if so required.

STATE SUPPORT OF EDUCATION

Support Education Excellence in Kentucky (SEEK). In determining the cost of the program to Support Education Excellence in Kentucky (SEEK), the statewide guaranteed base funding level is computed by

dividing the amount appropriated by the prior year's statewide average daily attendance. The SEEK fund is a guaranteed amount of money per pupil in each school district of Kentucky. The current amount is $3,866 per pupil. The $100 capital outlay allotment per each average daily attendance is included within the guaranteed amounts. Each district's base funding from the SEEK program is adjusted for the number of at-risk students, the number and types of exceptional children in the district, and cost of transporting students from and to school in the district.

Capital Outlay Allotment. The per pupil capital outlay allotment for each district from the public school fund and from local sources shall be kept in a separate account and may be used by the district only for capital outlay projects approved by the State Department of Education. These funds shall be used for the following capital outlay purposes:

a. For direct payment of construction costs.
b. For debt service on voted and funding bonds.
c. For payment or lease-rental agreements under which the board will eventually acquire ownership of the school plant.
d. For retirement of any deficit resulting from over-expenditure for capital construction, if such deficit resulted from certain declared emergencies.
e. As a reserve fund for the above named purposes, to be carried forward in ensuing budgets.

The allotment for each school board of education in the Commonwealth for fiscal year 1978-79 was $1,800 per classroom unit. The 1979 Session of the Kentucky General Assembly approved increases in this allotment in 1979-80 to $1,900 per classroom unit. This rate remained unchanged in 1980-81. The 1981 Session of the Kentucky General Assembly decreased the allotment per classroom to $1,800 and this allotment rate did not change from the 1981-82 rate, until the 1990-91 school year. Beginning with 1990-91, the Capital Outlay allotment for each district is based on $100 per average daily attendance.

If the school district has no capital outlay needs, upon approval from the State, the funds can be used for school plant maintenance, repair, insurance on buildings, replacement of equipment, purchase of school buses and purchase of modern technological equipment for educational purposes. If any district has a special levy for capital outlay or debt service that is equal to the capital outlay allotment or a proportionate fraction thereof, and spends the proceeds of the levy for eligible purposes, the State may authorize the district to use all or a proportionate fraction of its capital outlay allotment for current expenses (school districts which use capital outlay allotments to meet current expenses are not eligible to participate in the School Facilities Construction Commission funds).

Facilities Support Program of Kentucky

School districts may be eligible to participate in the Facilities Support Program of Kentucky (FSPK), subject to the following requirements:

1) The district must have unmet needs as set forth and approved by the State Department of Education in a School Facilities Plan;
2) The district must commit to establish an equivalent tax rate of at least 5 cents, in addition to the 30 cents minimum current equivalent tax rate; and,
3) The new revenues generated by the 5 cent addition, must be placed in a restricted account for school building construction bonding.

Local Support

Homestead Exemption. Section 170 of the Kentucky Constitution was amended at the General Election held November 2, 1971, to exempt from property taxes $6,500 of value of single unit residential property of taxpayers 65 years of age or older. The 1972 General Assembly amended KRS Chapter 132 to permit counties and school districts to adjust their local tax revenues lost through the application of this Homestead Exemption. The "Single Unit" qualification has been enlarged to subsequent sessions of the General Assembly to provide that such exemption shall apply to such property maintained as the permanent resident of the owner and the dollar amount has been construed to mean $6,500 in terms of the purchasing power of the dollar in 1972. Every two years thereafter, if the cost of living index of the U.S. Department of Labor has changed as much as 1%, the

maximum exemption shall be adjusted accordingly. The highest Court of the Commonwealth of Kentucky has upheld the Legislature's increase at $7,700 based on increases in the cost of living. Under the cost of living formula, the maximum was increased to $40,500 effective January 1, 2021.

Limitation on Taxation. The 1979 Special Session of the Kentucky General Assembly enacted House Bill 44 which provides that no school district may levy a general tax rate, voted general tax rate, or voted building tax rate which would generate revenues that exceeds the previous years revenues by four percent (4%).

The 1990 Regular Session of the Kentucky General Assembly in enacting the "School Reform" legislative package amended the provisions of KRS 160.470 which prohibited school districts from levying ad valorem property taxes which would generate revenues in excess of 4% of the previous year's revenues without said levy subject to recall to permit exceptions to the referendum under (1) KRS 160.470(12) and (2) an amended KRS 157.440.

Under KRS 160.470(12)(a) for fiscal years beginning July 1, 1990 school districts are required to levy a "minimum equivalent tax rate" of thirty cents ($.30) for general school purposes. The equivalent tax rate is defined as the rate which results when the income collected during the prior year from all taxes (including occupational or utilities) levied by the district for school purposes divided by the total assessed value of property plus the assessment for motor vehicles certified by the State Revenue Cabinet. Failure to levy the minimum equivalent rate subjects the board of the district to removal.

The exception provided by KRS 157.440(1)(a) permits school districts to levy an equivalent tax rate as defined in KRS 160.470(12)(a) which will produce up to 15% of those revenues guaranteed by the program to support education excellence in Kentucky. Levies permitted by this section of the statute are not subject to public hearing or recall provisions as set forth in KRS 160.470.

Local Thirty Cents Minimum. Effective for school years beginning after June 30, 1990, the board of education of each school district shall levy a minimum equivalent tax rate of thirty cents ($0.30) for general school purposes. If a board fails to comply, its members shall be subject to removal from office for willful neglect of duty.

Additional 15% Not Subject to Recall. Effective with the school year beginning July 1, 1990, each school district may levy an equivalent tax rate which will produce up to 15% of those revenues guaranteed by the SEEK program. Effective with the 1990-91 school year, the State will equalize the revenue generated by this levy at one hundred fifty percent (150%) of the statewide average per pupil equalized assessment. For 1990-92, this level is set at $225,000. The additional 15% rate levy is not subject to the public hearing or recall provisions.

Assessment Valuation. No later than July 1, 1994, all real property located in the state and subject to local taxation shall be assessed at one hundred percent (100%) of fair cash value.

Special Voted and Other Local Taxes. Any district may, in addition to other taxes for school purposes, levy not less than four cents nor more than twenty cents on each one hundred dollars ($100) valuation of property subject to local taxation, to provide a special fund for the purchase of sites for school buildings and the erection, major alteration, enlargement, and complete equipping of school buildings. In addition, districts may levy taxes on property tangible and intangible and on utilities, except generally any amounts of revenues generated above that provided for by House Bill 44 is subject to voter recall.

CONTINUING FINANCIAL DISCLOSURE

As a result of KISTA offering for public sale municipal securities in excess of $1,000,000, KISTA will enter into a written agreement with the Trustee for the benefit of all parties who may become Registered or Beneficial Owners of the Certificates whereunder KISTA will agree to comply with the provisions of the Municipal Securities Disclosure Rules set forth in Securities and Exchange Commission Rule 15c2-12 by filing annual financial statements and material events notices with the Electronic Municipal Market Access (EMMA) System maintained by the Municipal Securities Rule Making Board.

KISTA has been timely in making the required Continuing Disclosure filings for the past five (5) years.

KISTA has adopted new procedures to assure timely and complete filings in the future with regard to the Rule in order to provide required financial reports and operating data or notices of material events.

Financial information regarding KISTA may be obtained from Mr. Jack Moreland, President, Kentucky Interlocal School Transportation Association, 147 E. Third Street, Lexington, Kentucky, 40508 (Telephone 859-977-6600).

POTENTIAL LEGISLATION

No assurance can be given that any future legislation, including amendments to the Code, if enacted into law, or changes in interpretation of the Code, will not cause interest on the Certificates to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Certificates from realizing the full current benefit of the tax exemption of such interest. In addition, current and future legislative proposals, if enacted into law, may cause interest on state or local government bonds (whether issued before, on the date of, or after enactment of such legislation) to be subject, directly or indirectly, to federal income taxation by, for example, changing the current exclusion or deduction rules to limit the amount of interest on such bonds that may currently be treated as tax exempt by certain individuals. Prospective purchasers of the Certificates should consult their own tax advisers regarding any pending or proposed federal tax legislation.

Further, no assurance can be given that the introduction or enactment of any such future legislation, or any action of the IRS, including but not limited to regulation, ruling, or selection of the Certificates for audit examination, or the course or result of any IRS examination of the Certificates or obligations which present similar tax issues, will not affect the market price for the Certificates.

TAX EXEMPTION; NOT BANK QUALIFIED

Bond Counsel is of the opinion that the Certificates are NOT "qualified tax-exempt obligations" within the meaning of the Internal Revenue Code of 1986, as amended, and therefore advises as follows:

(A) The Certificates and the interest thereon are exempt from income and ad valorem taxation by the Commonwealth of Kentucky and all of its political subdivisions.

(B) The interest income from the Certificates is excludable from the gross income of the recipient thereof for Federal income tax purposes under existing law; certain exceptions and modifications affecting corporate entities.

(C) KISTA and each Participating District have certified that either may exceed the aggregate sum of $10,000,000 in debt obligations issued the calendar year ending December 31, 2022, and KISTA has not designated the Series 2022 Certificates as "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Original Issue Premium/Discount

"Acquisition Premium" is the excess of the cost of a certificate over the stated redemption price of such certificate at maturity or, for certificates that have one or more earlier call dates, the amount payable at the next earliest call date. The Certificates that bear an interest rate that is higher than the yield (as shown on the cover page hereof), are being initially offered and sold to the public at an Acquisition Premium (the "Premium Certificates"). For federal income tax purposes, the amount of Acquisition Premium on each certificate the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt certificates") must be amortized and will reduce the certificateholder's adjusted basis in that certificate. However, no amount of amortized Acquisition Premium on tax-exempt certificates may be deducted in determining certificateholder's taxable income for federal income tax purposes. The amount of any Acquisition Premium paid on the Premium Certificates, or on any of the Certificates, that must be amortized during any period will be based on the "constant yield" method, using the

original certificateholder's basis in such certificates and compounding semiannually. This amount is amortized ratably over that semiannual period on a daily basis.

Holders of any Certificates, including any Premium Certificates, purchased at an Acquisition Premium should consult their own tax advisors as to the actual effect of such Acquisition Premium with respect to their own tax situation and as to the treatment of Acquisition Premium for state tax purposes.

The Certificates (the "Discount Certificates") are being initially offered and sold to the public at a discount ("OID") from the amounts payable at maturity thereon. OID is the excess of the stated redemption price of a certificate at maturity (the face amount) over the "issue price" of such certificate. The issue price is the initial offering price to the public (other than to certificate houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of certificates of the same maturity are sold pursuant to that initial offering. For federal income tax purposes, OID on each certificate will accrue over the term of the certificate. The amount accrued will be based on a single rate of interest, compounded semiannually (the "yield to maturity") and, during each semi-annual period, the amount will accrue ratably on a daily basis. The OID accrued during the period that an initial purchaser of a Discount Certificate at its issue price owns it is added to the purchaser's tax basis for purposes of determining gain or loss at the maturity, redemption, sale or other disposition of that Discount Certificate. In practical effect, accrued OID is treated as stated interest, that is, as excludible from gross income for federal income tax purposes.

In addition, original issue discount that accrues in each year to an owner of a Discount Certificate is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed above. Consequently, owners of any Discount Certificate should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability, additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Certificate has not received cash attributable to such original issue discount in such year.

Holders of Discount Certificates should consult their own tax advisors as to the treatment of OID and the tax consequences of the purchase of such Discount Certificates other than at the issue price during the initial public offering and as to the treatment of OID for state tax purposes.

PENDING LITIGATION

While some of the Participating Districts may be involved in litigation arising from operations, no litigation is known to be pending or threatened with regard to KEAP or KISTA or the proposed execution of a Lease by any Participating District.

APPROVAL OF LEGALITY

Legal matters incident of the authorization and issuance of the Certificates are subject to the approving legal opinion of Steptoe & Johnson, PLLC, Louisville, Kentucky, Certificate Counsel. The form of the approving legal opinion of Certificate Counsel will appear on each printed Certificate.

NO LEGAL OPINION EXPRESSED AS TO CERTAIN MATTERS

Certificate Counsel has reviewed the information contained in the Official Statement describing the Certificates and the provisions of the Certificate Resolution and related proceedings authorizing the Certificates, but Certificate Counsel has not reviewed any of the financial data, computations, tabulations, balance sheets, financial projections, and general information concerning KISTA or the Participating Districts, and expresses no opinion thereon, assumes no responsibility for same and has not undertaken independently to verify any information contained herein.

CERTIFICATE RATING

As noted on the cover page of this Official Statement, Moody's Investors Service have given the Certificates the indicated rating. Such rating reflect only the views of such organization. Explanations of the significance of the ratings may be obtained from the rating agency. There can be no assurance that such ratings will be maintained for any given period of time or that they will not be revised or withdrawn entirely by such rating agencies, if in the judgement of such rating agencies circumstances so warrant. Any such downward revisions or withdrawals of such ratings may have an adverse effect on the market price of the Certificates.

FINANCIAL ADVISOR

Prospective bidders are advised that RSA Advisors, LLC (the "Financial Advisor") has been employed as Financial Advisor in connection with the issuance of the Series of 2022 Certificates. The Financial Advisor's fee for services rendered with respect to the sale of the Certificates is contingent upon the issuance and delivery thereof. Bidders may submit a bid for the purchase of the Certificates at the time of the advertised public sale, either individually or as a member of a syndicate organized to submit a bid for the purchase of the Certificates.

APPROVAL OF OFFICIAL STATEMENT

KISTA has approved and caused this "Official Statement" to be executed and delivered by its President. In making this "Official Statement" KISTA relied upon information furnished to it by the Participating Districts and does not assume any responsibility as to the accuracy or completeness of any of the information in this Official Statement except as to copies of documents denominated "Official Terms and Conditions" and "Bid Form." The financial information supplied by KISTA is represented by KISTA to be correct. KISTA deems this Official Statement to be final for purposes of the Securities Exchange Commission Rule 15c2-12(b)(1) as qualified by the cover hereof.

No dealer, broker, salesman, or other person has been authorized by KISTA or the Financial Advisor to give any information or representations, other than those contained in this Official Statement, and if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Except when otherwise indicated, the information set forth herein has been obtained from the Kentucky Department of Education and the Participating District and believed to be reliable, however, such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the Financial Advisors or by Counsel. The delivery of this Official Statement at any time does not imply that information herein is correct as of any time subsequent to the date hereof.

This Official Statement does not, as of its date, contain any untrue statement of a material fact or omit to state a material fact which should be included herein for the purpose for which the Official Statement is to be used or which is necessary in order to make the statements contained herein, in the light of the circumstances under which they were made, not misleading in any material respect.

By /s/_____
President

By /s/ _____
Secretary

APPENDIX A

KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION (KISTA) EQUIPMENT LEASE REVENUE CERTIFICATES OF PARTICIPATION Series of 2022

Demographic and Economic Data

KISTA PARTICIPATING DISTRICTS

General

The Kentucky Interlocal School Transportation Association (referred to hereinafter as "KISTA"), was formed to provide tax-exempt pool financing on behalf of Kentucky school districts desiring to participate in the program (referred to hereinafter as "Participating Districts"). Economic statistics related to the Participating Districts are provided for the county the Participating District is located in.

SEEK and Local Revenues

The following table shows for the Participating Districts the amount of local tax collections at the current equivalent tax rate, the percentage of local revenue to the total revenue of the District, and the corresponding SEEK allotment to the Districts and this amount as a percentage to the total revenue of the District.

DISTRICT	FY 2018-19 Local Revenue @ 100% Collections	%Local to Total District Revenues	2017-18 State SEEK Funds	% SEEK to Total District Revenues	Estimated Total State & Local District Funding	Current Year Levied Tax Rate
Adair CSD	$ 5,240,057	32.05%	$ 11,108,470	67.95%	$ 16,348,527	63.20%
Bardstown Ind	$ 12,574,934	60.06%	$ 8,362,253	39.94%	$ 20,937,187	87.50%
Barren CSD	$ 13,808,494	41.78%	$ 19,240,397	58.22%	$ 33,048,891	72.80%
Butler CSD	$ 3,127,285	23.77%	$ 10,030,480	76.23%	$ 13,157,765	52.40%
Clark CSD	$ 22,216,261	57.75%	$ 16,255,943	42.25%	$ 38,472,204	68.80%
Clinton CSD	$ 3,080,095	28.66%	$ 7,668,106	71.34%	$ 10,748,201	58.80%
Crittenden CSD	$ 2,826,952	35.58%	$ 5,118,037	64.42%	$ 7,944,989	54.30%
Fayette CSD	$ 317,304,675	78.13%	$ 88,828,296	21.87%	$ 406,132,971	91.60%
Frankfort Ind	$ 3,499,496	50.78%	$ 3,391,949	49.22%	$ 6,891,445	129.00%
Jenkins Ind.	$ 496,370	17.96%	$ 2,267,223	82.04%	$ 2,763,593	67.80%
Kenton CSD	$ 70,646,710	64.25%	$ 39,302,095	35.75%	$ 109,948,805	71.40%
Lawrence CSD	$ 5,885,292	35.86%	$ 10,526,266	64.14%	$ 16,411,558	68.20%
Leslie CSD	$ 2,861,522	25.24%	$ 8,477,950	74.76%	$ 11,339,472	74.40%
Magoffin CSD	$ 2,780,178	21.66%	$ 10,058,195	78.34%	$ 12,838,373	77.50%
McCracken CSD	$ 25,465,088	57.11%	$ 19,127,622	42.89%	$ 44,592,710	56.50%
Menifee CSD	$ 1,575,002	24.20%	$ 4,933,055	75.80%	$ 6,508,057	63.30%
Monroe CSD	$ 4,831,379	38.42%	$ 7,744,264	61.58%	$ 12,575,643	68.10%
Newport Ind.	$ 9,460,895	68.25%	$ 4,401,475	31.75%	$ 13,862,370	93.30%
Nicholas CSD	$ 1,785,833	29.50%	$ 4,268,421	70.50%	$ 6,054,254	51.10%
Paris Ind	$ 2,321,331	46.35%	$ 2,687,439	53.65%	$ 5,008,770	80.20%
Pendleton CSD	$ 5,639,096	36.84%	$ 9,666,328	63.16%	$ 15,305,424	69.50%
Pike CSD	$ 23,984,135	39.83%	$ 36,231,371	60.17%	$ 60,215,506	110.20%
Raceland Ind.	$ 1,864,916	29.54%	$ 4,448,798	70.46%	$ 6,313,714	92.50%
Rowan CSD	$ 10,133,049	45.81%	$ 11,988,282	54.19%	$ 22,121,331	68.50%
Russell Ind.	$ 7,479,995	46.96%	$ 8,448,492	53.04%	$ 15,928,487	88.30%
Taylor CSD	$ 6,853,085	39.68%	$ 10,419,025	60.32%	$ 17,272,110	63.60%
Wayne CSD	$ 5,855,310	29.39%	$ 14,070,650	70.61%	$ 19,925,960	59.50%
Wolfe CSD	$ 1,275,492	14.90%	$ 7,286,638	85.10%	$ 8,562,130	47.80%

Average Daily, Attendance (ADA), Property Assessments, and SEEK Funding

The following table shows for the Participating Districts the ADA, property assessments, and SEEK funding for Fiscal Years 2019-2020 and 2020-2021.

FY 2019-2020 ADA	FY 2020-21 ADA	2020 Combined Property Assessments	2021 Combined Property Assessments	FY 2019-2020 State SEEK Funds	FY 2020-21 State SEEK Funds
2,344.35	2,344.35	$ 806,264,199	$ 829,123,021	$ 11,859,932	$ 11,108,470
2,212.17	2,212.17	$ 1,365,035,156	$ 1,437,135,350	$ 9,072,144	$ 8,362,253
4,458.53	4,458.53	$ 1,786,095,727	$ 1,896,771,121	$ 20,449,414	$ 19,240,397
1,993.44	1,993.44	$ 575,112,499	$ 596,810,110	$ 10,644,694	$ 10,030,480
4,656.62	4,656.62	$ 3,137,167,899	$ 3,229,107,718	$ 17,502,642	$ 16,255,943
1,519.39	1,519.39	$ 512,995,537	$ 523,825,748	$ 7,900,976	$ 7,668,106
1,182.63	1,182.63	$ 509,937,834	$ 520,617,221	$ 5,636,718	$ 5,118,037
36,835.58	36,835.58	$ 33,928,639,389	$ 34,640,248,391	$ 97,086,380	$ 88,828,296
729.61	780.85	$ 268,793,081	$ 271,278,736	$ 3,586,251	$ 3,391,949
369.57	369.57	$ 108,653,644	$ 73,210,922	$ 2,172,440	$ 2,267,223
12,771.59	12,771.59	$ 9,375,354,548	$ 9,894,497,264	$ 43,195,049	$ 39,302,095
2,165.91	2,165.91	$ 838,550,101	$ 862,945,991	$ 10,973,679	$ 10,526,266
1,477.04	1,477.04	$ 389,553,086	$ 384,613,196	$ 8,776,647	$ 8,477,950
1,714.34	1,714.34	$ 352,703,642	$ 358,732,609	$ 10,716,530	$ 10,058,195
6,295.46	6,295.46	$ 4,250,986,275	$ 4,507,095,191	$ 20,981,124	$ 19,127,622
913.85	913.85	$ 248,647,669	$ 248,815,410	$ 5,129,464	$ 4,933,055
1,580.57	1,580.57	$ 568,640,060	$ 709,453,662	$ 8,400,628	$ 7,744,264
1,337.01	1,337.01	$ 904,428,936	$ 1,014,029,446	$ 4,783,057	$ 4,401,475
923.58	923.58	$ 338,377,554	$ 349,477,985	$ 4,514,225	$ 4,268,421
593.25	593.25	$ 251,982,303	$ 289,442,795	$ 2,924,498	$ 2,687,439
2,043.63	2,043.63	$ 794,459,869	$ 811,380,694	$ 10,066,999	$ 9,666,328
7,227.97	7,227.97	$ 2,257,636,068	$ 2,176,418,802	$ 37,690,563	$ 36,231,371
917.75	917.75	$ 206,356,194	$ 201,612,524	$ 4,675,808	$ 4,448,798
2,911.02	2,911.02	$ 1,372,306,959	$ 1,479,277,279	$ 12,999,292	$ 11,988,282
2,033.53	2,033.53	$ 843,159,117	$ 847,111,603	$ 8,832,699	$ 8,448,492
2,385.08	2,385.08	$ 1,024,839,255	$ 1,077,529,028	$ 11,171,982	$ 10,419,025
2,733.48	2,733.48	$ 955,869,010	$ 984,085,716	$ 14,816,111	$ 14,070,650
1,119.77	1,119.77	$ 259,223,378	$ 266,839,229	$ 7,558,359	$ 7,286,638

APPENDIX B

KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION (KISTA) EQUIPMENT LEASE REVENUE CERTIFICATES OF PARTICIPATION SERIES OF 2022

Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

This Continuing Financial Disclosure Agreement ("Agreement") made and entered into as of the 5th day of April, 2022 by and between the Kentucky Interlocal School Transportation Association ("KISTA"); and The Huntington National Bank, Cincinnati, Ohio ("Trustee") and the Registered and Beneficial Owners of the Certificates hereinafter identified as third party beneficiaries to this Agreement. For the purposes of this Agreement "Beneficial Owner" means the person or entity treated as the owner of the Certificates for federal income tax purposes and "Registered Owner" means the person or entity named on the registration books of the bond registrar.

W I T N E S S E T H:

WHEREAS, KISTA has acted as issuing agency for Boards of Education pursuant to the provisions of to the provisions of the Interlocal Cooperation Act as set forth in Section 65.120 through 65.300 of the Kentucky Revised Statutes ("KRS") in connection with the authorization, sale and delivery of $11,820,000 of KISTA's Equipment Lease Certificates of Participation, Series of 2022, dated April 5, 2022 ("Certificates"), which Certificates have been authorized pursuant to a Second Indenture of Trust dated as of January 1, 2005 between KISTA and the Trustee ("Second Indenture") and were offered for sale under the terms and conditions of a Final Official Statement ("FOS") prepared by RSA Advisors, LLC, Lexington, Kentucky, ("Financial Advisor") and approved by the authorized representatives of KISTA, and

WHEREAS, the Securities and Exchange Commission ("SEC"), pursuant to the Securities and Exchange Act of 1934, has amended the provisions of SEC Rule 15c2-12 relating to financial disclosures by the issuers of municipal securities under certain circumstances ("Rule"), and

WHEREAS, it is intended by the parties to this Agreement that all terms utilized herein shall have the same meanings as defined by the Rule, and

WHEREAS, KISTA is an "obligated person" as defined by the Rule and subject to the provisions of said Rule, and

WHEREAS, failure by the KISTA to observe the requirements of the Rule will inhibit the subsequent negotiation, transfer and exchange of the Certificates with a resulting diminution in the market value thereof to the detriment of the Registered and Beneficial Owners of said Certificates and KISTA;

NOW, THEREFORE, in order to comply with the provisions of the Rule and in consideration of the purchase of the Certificates by the Registered and Beneficial Owners, the parties hereto agree as follows:

1. ANNUAL FINANCIAL INFORMATION.

KISTA agrees to provide the annual financial information contemplated by Rule 15c2-12(b)(5)(i) relating to KISTA for its fiscal years ending June 30 of each year to (a) the Municipal Securities Rulemaking Board ("MSRB"), or any successor thereto for purposes of its Rule, through the continuing disclosure service portal provided by the MSRB's Electronic Municipal Market Access ("EMMA") system as described in 1934 Act Release No. 59062, or any similar system that is acceptable to the Securities and Exchange Commission and (b) the State Information Depository ("SID"), if any (the Commonwealth of Kentucky has not established a SID as of the date of this Agreement) within nine (9) months of the close of each fiscal year.

For the purposes of the Rule "annual financial information" means financial information and operating data provided annually, of the type included in the FOS with respect to KISTA in accordance with guidelines established by the National Federation of Municipal Analysts, and shall include annual audited financial statements for KISTA in order that the recipients will be provided with ongoing information regarding revenues and operating expenses of KISTA and the information provided in the FOS under the headings "OUTSTANDING BONDS" and other pertinent operating information. If audited financial statements are not available when the annual financial information is filed, unaudited financial statements shall be included, to be followed by audited financial statements when available.

The audited financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, Generally Accepted Auditing Standards or in accordance with the appropriate sections of KRS or Kentucky Administrative Regulations.

The parties hereto agree that this Agreement is entered into among them for the benefit of those who become Registered and Beneficial Owners of the Bonds as third party beneficiaries to said Agreement.

2. MATERIAL EVENTS NOTICES.

Under the Rule, Section 15c2-12(b)(5)(i)(C), the following sixteen (16) events must be disclosed within ten (10) business days following the occurrence of said event to MSRB via EMMA and the SID, if any:

(1) Principal/interest payment delinquency;

(2) Nonpayment related default, if material;

(3) Unscheduled draw on debt service reserve reflecting financial difficulties;

(4) Unscheduled draw on credit enhancement reflecting financial difficulties;

(5) Substitution of credit or liquidity provider, or its failure to perform;

(6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities, or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders, if material;

(8) Bond call, if material and tender offers;

(9) Defeasance;

(10) Release, substitution or sale of property securing the repayment of the security, if material;

(11) Rating change;

(12) Merger, consolidation, acquisition or sale of all or substantially all assets of an obligated person, other than in the ordinary course of business, and the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to such action, other than pursuant to its terms, if material;

(13) Bankruptcy, insolvency, receivership or similar event of the obligated person;

(14) Successor, additional or change in trustee, if material;

(15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material, and;

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of this Agreement the term "financial obligation" means:

(A) Debt obligation;

(B) Derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or

(C) Guarantee of paragraph (A) or (B) above.

Notice of said material events shall be given to the entities identified in this Section by KISTA on a timely basis (within ten (10) business days of the occurrence). Notwithstanding the foregoing, the provisions of the documents under which the Bonds are authorized and issued do not provide for a debt service reserve, credit enhancements or credit or liquidity providers.

In accordance with Rule Section 15c2-12(b)(5)(i)(D), KISTA agrees that in the event of a failure to provide the Annual Financial Information required under Section 1 of this Agreement, it will notify MSRB via EMMA of such failure in a timely manner.

The Secretary-Treasurer of KISTA shall be the responsible person for filing the annual financial information and/or notices of the events set forth above within the time prescribed in this Agreement. KISTA shall cause the Secretary-Treasurer to institute an internal tickler system as a reminder of the obligations set forth herein. By December 1 of each fiscal year and each 30 days thereafter the Secretary-Treasurer will contact the auditor for KISTA to determine when the audited financial statements will be finalized. The Secretary-Treasurer will impress upon the auditor the necessity of having such audited financial report on or before March 15. Within 5 days of receipt of such audited financial report the Secretary-Treasurer will cause the annual financial information to be filed as required by this Agreement.

3. SPECIAL REQUESTS FOR INFORMATION.

Upon the request of any Registered or Beneficial Owner of the Certificates or the original purchaser of the Certificates or any subsequent broker-dealer buying or selling said Certificates on the secondary market ("Underwriters"), KISTA shall cause financial information or operating data regarding the conduct of the affairs of KISTA to be made available on a timely basis following such request.

4. DISCLAIMER OF LIABILITY.

KISTA and the Trustee hereby disclaim any liability for monetary damages for any breach of the commitments set forth in this Agreement and remedies for any breach of the KISTA's continuing disclosure undertaking shall be limited to an action for specific performance or mandamus in a court of competent jurisdiction in Kentucky following notice and an opportunity to cure such a breach.

5. FINAL OFFICIAL STATEMENT.

That the Final Official Statement prepared by the Financial Advisor and approved by the authorized representatives of KISTA is hereby incorporated in this Agreement as fully as if copied herein and the "annual financial information" required under Section 1 hereof shall in summary form update the specific information set forth in said FOS.

6. DURATION OF THE AGREEMENT.

This Agreement shall be in effect so long as any of the Certificates remain outstanding and unpaid; provided, however, that the right is reserved in KISTA to delegate its responsibilities under this Agreement to a competent agent or trustee, or the Trustee, or to adjust the format of the presentation of annual financial information so long as the intent and purpose of the Rule to present adequate and accurate financial information regarding KISTA is served.

7. AMENDMENT; WAIVER.

Notwithstanding any other provision of this Agreement, KISTA may amend this Agreement, and any provision of this Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 1, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Certificates, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders of the Certificates in the same manner as provided in the Second Indenture for amendments to the Second Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Registered Owners or Beneficial Owners of the Certificates.

In the event of any amendment or waiver of a provision of this Agreement, KISTA shall describe such agreement or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by KISTA. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a material event under Section 15c2-12(b)(5)(i)(C) of the Rule, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

8. DEFAULT.

In the event of a failure of KISTA to comply with any provision of this Agreement, the Trustee may and, at the request of any Underwriter or any Beneficial Owner of Certificates, shall, or any Beneficial Owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause KISTA to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an event of default under the Second Indenture, and the sole remedy under this Agreement in the event of any failure of KISTA to comply with this Agreement shall be an action to compel performance.

9. COUNTERPART SIGNATURES.

This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

In witness whereof the parties hereto have executed this Agreement as of the date first above written.

KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION

_____
President

THE HUNTINGTON NATIONAL BANK
Cincinnati, Ohio

_____

_____
Title

APPENDIX C

KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION (KISTA) EQUIPMENT LEASE REVENUE CERTIFICATES OF PARTICIPATION SERIES OF 2022

Official Terms and Conditions of Sale

OFFICIAL
TERMS AND CONDITIONS OF SALE OF CERTIFICATES

$11,820,000*
Kentucky Interlocal School Transportation Association
Equipment Lease Certificates of Participation
Series of 2022
Dated April 5, 2022

SALE: March 10, 2022 AT 11:00 A.M., E.S.T.

The Kentucky Interlocal School Transportation Association ("KISTA") will until 11:00 A.M., E.S.T. on March 10, 2022, receive in the office of the Executive Director, Kentucky School Facilities Construction Commission, 229 W. Main Street, Suite 102, Frankfort, Kentucky 40601, competitive bids for the Certificates of Participation herein described. To be considered bids must be submitted on the Official Bid Forms and must be delivered manually, by facsimile or electronically via Parity® on the date of sale no later than the hour indicated. Bids will be considered by RSA Advisors, LLC as agent for KISTA and the successful bid accepted without further action by KISTA's Board of Directors.

*Subject to a Permitted Adjustment increasing or decreasing the principal amount by up to $1,180,000.

KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION

The Kentucky Interlocal School Transportation Association ("KISTA") has been formed pursuant to the provisions of the Interlocal Cooperation Act set forth in Sections 65.210 through 65.300 of the Kentucky Revised Statutes (the "Act").

The Act permits any public agency, including school districts, to join with one or more other public agencies and exercise and enjoy jointly all of the powers, privileges, and authority conferred upon each individually.

The Superintendents of the Boards of Education of Elliott, Lewis, Morgan, Pendleton, and Rowan Counties (the "Initial Districts") entered into the KISTA Compact in order to implement the KISTA Equipment Acquisition Program ("KEAP") and the Compact has been approved by the Commissioner of Education and the Attorney General of the Commonwealth as required by the Act.

Section 65.270 of the Act specifically authorizes the issuance of Certificates of Participation to finance joint or cooperative actions.

The KISTA Compact and the KISTA Bylaws adopted by the KISTA Board of Directors provide that said Board of Directors may include up to fifteen members. Since its formation, KISTA has expanded its Board of Directors to include incumbent and retired Superintendents from other School Districts in order to promote geographic representation throughout the Commonwealth (the "Subsequent Districts").

KISTA's EQUIPMENT ACQUISITION PROGRAMS (KEAP)

The initial KEAP program was originally funded from the proceeds of KISTA's Equipment Lease Revenue Bonds, Series of 1991, dated December 15, 1991 (the "Initial Issue") and applied to the acquisition of school bus units for 55 participating school districts throughout Kentucky. Under the Indenture (hereinafter identified) an amount equal to 2% of the costs of the school bus units purchased was deposited in the Insurance Reserve Fund.

The KEAP Programs for 2012 through 2021 were funded with various Series of KISTA's Equipment Lease Revenue Bonds or Certificates (the "Subsequent Issues").

The Board of Directors of KISTA has adopted the Series 2022 Authorizing Resolution authorizing the issuance of the Series 2022 Certificates under a certain Second Indenture of Trust dated as of January 1, 2005 between KISTA and The Huntington National Bank, Cincinnati, Ohio, as successor to Monticello Banking Company, Somerset, Kentucky, as Second Trustee (the "Second Indenture"); said Second Indenture being approved by the Series 2005 Authorizing Resolution. In addition, KISTA has authorized the execution of an Equipment Lease and Security Agreement (the "Series Lease") with each of the fifty (50) Participating Districts setting forth the terms and conditions by which the school buses

(the "Equipment") are leased by KISTA to said Participating Districts; ninety-eight (98) buses being purchased from the Series 2022 Certificate pool.

Notwithstanding anything contained in the Second Trust Indenture, the Series Authorizing Resolutions or the Series Leases, KISTA by the adoption of the Series 2022 Authorizing Resolution has expressed its present desire and intent to treat the Series 2022 Certificates, and all Subsequent Series Certificates and any future Parity Certificates, as "Certificates of Participation" representing interests in the Series Leases.

KENTUCKY DEPARTMENT OF EDUCATION

The Kentucky Department of Education (the "Department") has implemented a program in order to assist local school districts throughout the Commonwealth in the acquisition of school buses by combining the needs of all districts in purchasing school buses in bulk directly from the manufacturers (the "Vendors"). Notwithstanding the pooled acquisition program of the Department, it is necessary that local school districts provide their own financing for the acquisition of school buses purchased for them through the Department. Although the Department does not assist local school districts in financing the acquisition of buses, the Department does allocate to each district purchasing school buses an annual Depreciation Allotment equal to the cost of each bus purchased (but excluding interest or financing charges) over a period of 14 years; 12% in years one and two; 10% in years three through eight; 8% in years nine through ten; and 6% in years eleven through fourteen. The Department maintains a schedule of depreciated value for each bus receiving the Depreciation Allotment based upon the cost of the bus and reflecting annual reductions from the Depreciation Allotment.

While the Depreciation Allotment from the Department will not be pledged by school districts directly to financial obligations on leases, as a practical matter, boards of education participating in KEAP (the "Participating Districts") will be able to budget for rental payments due KISTA.

THE SERIES 2022 CERTIFICATES

The Series 2022 Authorizing Resolution authorizes the issuance of $11,820,000 of Certificates, subject to a Permitted Adjustment of $1,180,000 by which amount the issue may be increased or decreased which will bear interest from April 5, 2022, payable on September 1, 2022 and semi-annually thereafter and mature on March 1 in each of the years 2023 through 2032; provided, however, that as hereinafter set forth the successful purchaser may designate Term Certificates by combining any successive principal maturities which will be subject to mandatory redemption in accordance with the final schedule established at the time of the sale.

Year	Principal Amount	Year	Principal Amount
2023	$1,325,000	2028	$1,190,000
2024	1,330,000	2029	1,205,000
2025	1,145,000	2030	1,225,000
2026	1,160,000	2031	1,025,000
2027	1,170,000	2032	1,045,000

The Certificates maturing on or before March 1, 2027, are not subject to redemption prior to maturity. The Certificates maturing on or after March 1, 2028, are subject to redemption by KISTA prior to maturity, in whole or from time to time in part, in any order of maturities (less than all of a single maturity to be selected by lot), on any date falling on or after March 1, 2027, upon notice of such prior redemption being given by the Paying Agent in accordance with the requirements of the Depository Trust Company ("DTC") not less than thirty (30) days prior to the date of redemption, upon terms of the face amount, plus accrued interest to the date of redemption, but without premium.

The Certificates are subject to extraordinary redemption in the event a Participating District exercises its option to purchase Equipment. Extraordinary redemption shall be effected upon terms of par, plus accrued interest to the redemption date, but without premium on any interest payment date falling on or after March 1, 2023.

The Certificates are to be issued in fully registered form and The Huntington National Bank, Cincinnati, Ohio, the Certificate Registrar and Paying Agent shall remit interest on each semi-annual due date to Cede & Co., as the nominee

of The Depository Trust Company ("DTC"). Please see "Book-Entry-Only-System". The record date is the 15th day of the month preceding an interest due date.

The Certificates will constitute limited debt obligations of KISTA payable only from Rentals due KISTA under the Series Leases which have been pledged and assigned to the Second Trustee. The Series Leases grant a first lien on the Equipment to the Second Trustee with the right in the Second Trustee to demand possession in the event of a failure by a Participating District to pay Rentals then due, but said lien is not separately recorded.

The Series 2022 Certificates will rank on the basis of parity with the Subsequent Issues and the previously issued Equipment Lease Certificates as identified below as to source of payment and shall be entitled to the equal protection against default by monies deposited in the Insurance Reserve Fund established under the First Indenture and the Second Indenture.

ADDITIONAL PARITY CERTIFICATES

KISTA has reserved the right and privilege of issuing subsequent Series Certificates each year in order to implement KEAP on an annual basis and each subsequent Series Certificates shall rank on the basis of parity with each other series, including the security of the Insurance Reserve Fund hereinafter identified; provided, however, that in each instance KISTA shall enter Leases with Participating Districts in the aggregate sufficient to amortize each subsequent series of parity Certificates.

These Certificates rank on the basis of parity with KISTA's outstanding Equipment Lease Certificates Series of 2013, dated March 7, 2013, Series of 2014, dated March 1, 2014, Second Series of 2014, dated August 1, 2014, Series of 2015, dated March 1, 2015, Second Series of 2015, dated September 1, 2015, Series of 2016, dated March 1, 2016, Series of 2017, dated February 1, 2017, Series of 2018, dated March 1, 2018, Series of 2019, dated March 6, 2019, Series of 2020, dated March 11, 2020 and Series of 2021, dated April 6, 2022 (the "Outstanding Obligations").

The Certificates will be payable from Rentals under the Series Lease due to KISTA, as Lessor, and each Participating District, as Lessee, which have been pledged and assigned to the Second Trustee and will be paid directly to the Second Trustee by each Participating District on the 15th day of the month preceding an interest due date.

While title to each Participating District's Equipment will be vested in the Participating District, the Series Leases grant to the Second Trustee a first lien on all Equipment.

THE SERIES LEASE

KISTA, as Lessor, will enter into an Equipment Lease and Security Agreement with the Participating District, as Lessee, providing for the lease of that Participating District's Equipment for an Initial Term ending June 30, 2022, with the option in the Participating District to renew the Series Lease on July 1 of each year for one year at a time for Renewal Terms throughout the life of the Certificates. The Rentals due under the Series Lease are to be paid by the Participating District directly to the Second Trustee on the 15th day of August and 15th day of February of each year, commencing August 15, 2022 and shall be sufficient in amount to meet that District's pro rata portion of the principal and interest requirements of the Certificates. The Rentals are calculated from a Participation Factor derived from the division of the cost of the Participating District's Equipment by the aggregate cost of all Equipment acquired with the proceeds of the Certificates. When the Participation Factor is applied to the aggregate Certificate issue, the Participating District's pro rata portion of Equipment costs, costs of issuance, and Insurance Reserve Contribution are calculated (defined in the Series Lease and Second Indenture as the "Participation").

Under the Series Lease, the right is reserved in the Participating District to purchase on any interest payment date and without prepayment penalty, the Depreciated Value of a particular piece of Equipment determined as of March 1 of each year, calculated by deducting from the Equipment cost the pro rata portion of the principal of the KISTA Certificates paid and retired as of the date of the calculation. Said purchase option may be effected with a Participating District's owns funds or from the Insurance Reserve Fund if the Participating District elects not to replace totally damaged Equipment.

The Series Lease provides that the Participating District is responsible for the operation and maintenance of the Equipment and maintenance of liability insurance as required by Kentucky law. Collision insurance is to be provided by KISTA pursuant to the terms of the Second Indenture.

STATE INTERCEPT

Under the Kentucky Constitution the Participating District is legally obligated only for the Initial Term and for one Renewal Term at a time thereafter; provided, however, that the Series Lease contains covenants by the Participating District which during any Renewal Term authorizes the Director, Division of Finance of the Department, or other designee of the Commissioner of Education, acting pursuant to the authority of KRS 160.160(5) upon the request of the Second Trustee to withhold any State funds then due a delinquent Participating District and to transfer to said Second Trustee for application to the payment of the Certificates any delinquent Rental installment remaining delinquent eight (8) days prior to any interest due date during any renewal term. By the execution of the Series Lease KISTA has assigned to the Second Trustee its rights in and to the Rentals and delegated to the Second Trustee the right to request the payment of any delinquent Rental by the Department.

The Series Lease also provides that in the event of a failure by the Department to withhold from the Participating District a sufficient portion of any undisbursed funds then held, set aside, or allocated to the Participating District, then the Second Trustee may transfer the amount of said required Rental from the Insurance Reserve Fund hereinafter identified and apply same to the payment of principal and interest requirements on the Certificates.

The assignment by the Participating District of its right to State funds can be effective only for a Renewal Term and the right is reserved in the Participating District to terminate the Series Lease at the end of any Renewal Term, accompanied by a surrender of the Equipment.

THE SECOND INDENTURE

The Second Indenture defines the duties of the Second Trustee and KISTA thereunder in the administration of KEAP and the Certificates.

The Second Indenture establishes the following funds and accounts:

A. COST OF ISSUANCE FUND; to be applied to the expenses incident to authorization of the KISTA Certificates, including Financial Advisor, Trustee, Rating Agencies, Certificate Counsel, filing and recording costs.

B. CERTIFICATE FUND; an account established at the time of the delivery of the Certificates with the amount of accrued interest and supplemented thereafter semiannually, commencing August 15, 2022 with rental payments due under the Series Leases and applied only to principal and interest requirements for the Certificates.

C. ACQUISITION FUND; an account established with the amount necessary to effect the purchase of all Equipment for all Participating Districts funded upon the delivery of the Certificates. Under the Second Indenture the Second Trustee will remit payments for Equipment directly to the Vendors upon the periodic receipt of invoices. Financing Statements will be filed for all Equipment upon the first disbursement for the chassis payment for the particular Participating District. All investment earnings generated by the Acquisition Fund are to be transferred to the Insurance Reserve Fund upon the complete payment for all Equipment.

D. INSURANCE RESERVE FUND; upon the delivery of the Certificates an amount equal to approximately 2% of the aggregate cost of all Equipment purchased with the Certificates will be deposited in the Insurance Reserve Fund, subsequently supplemented by investment earnings from the Acquisition Fund. This deposit supplements similar deposits made in connection with the Outstanding Obligations.

The Insurance Reserve Fund is to be available to meet collision casualty damage on Equipment of Participating Districts in excess of a $5,000 deductible which is the responsibility of the Participating District. Claims in excess of $5,000 will be paid by the Second Trustee upon the recommendation of KISTA in conjunction with a Claims Adjuster. KISTA no longer maintains "Outside Coverage" with a private carrier with the result that the Insurance Reserve Fund is the sole source of collision coverage for Equipment purchased with the proceeds of all Series of KISTA Certificates.

The Insurance Reserve Fund shall also be used to prevent a default in the payment of the principal and interest requirements on the Certificates.

In addition to being available for collision claims and emergency debt service reserve, the Insurance Reserve Fund may be utilized upon KISTA's order to meet certain administrative expenses of KISTA, including Trustee's fees, Financial Advisory fees, legal fees, and general administrative costs of KEAP.

KISTA reserves the right to direct the Second Trustee to access the Insurance Reserve Fund established under the Second Indenture for the purposes for which the Insurance Reserve Fund was established.

E. EXCESS EARNINGS AND REBATE FUND: The Second Trustee shall at the direction of KISTA establish an Excess Earnings and Rebate Fund to administer any payments which are required to be rebated to the United States under the Code.

BIDDING CONDITIONS AND RESTRICTIONS

(A) Bids must be made on Official Bid Form, contained in Information for Bidders available from the undersigned or RSA Advisors, LLC, 325 W. Main Street, Suite 300, Lexington, Kentucky, 40507 or electronically at www.rsamuni.com and may be submitted manually, by facsimile or electronically via Parity®.

(B) The minimum bid for the Series 2022 Certificates shall be not less than $11,701,800 (99% of par), plus accrued interest. Interest rates shall be in multiples of 1/8 or 1/20 of 1% or both. Only one interest rate shall be permitted per Certificate, and all Certificates of the same maturity shall bear the same rate. Interest rates must be on an ascending scale, in that the interest rate stipulated in any year may not be less than that stipulated for any preceding maturity. There is no limit on the number of different interest rates.

(C) The successful bidder may elect to notify the Financial Advisor within twenty-four (24) hours of the hour of sale that certain serial maturities as awarded may be combined with immediately succeeding serial maturities as one or more Term Certificates; provided, however, (a) bids must be submitted to permit only a single interest rate for each Term Certificate specified, and (b) Term Certificates will be subject to mandatory redemption by lot on March 1 in accordance with maturity schedule setting the actual size of the issue.

(D) The determination of the best purchase bid for said Series 2022 Certificates shall be made on the basis of all bids submitted for exactly $11,820,000 principal amount of Certificates offered for sale hereunder, but KISTA may adjust the principal amount of Certificates upward or downward by $1,180,000 (the "Permitted Adjustment") which may be awarded to such best bidder may be a minimum of $10,640,000 but a maximum never to exceed $13,000,000. In the event of such Permitted Adjustment, no rebidding or recalculation of a submitted bid will be required or permitted. The price of which such adjusted principal amount of Certificates will be sold will be the same price per $5,000 of Certificates as the price per $5,000 for the $11,820,000 of Certificates bid.

(E) CUSIP identification numbers will be printed on the Certificates at the expense of KISTA. The purchaser shall pay the CUSIP Service Bureau Charge and the cost of printing the Final Official Statement. Improper imprintation or the failure to imprint CUSIP numbers shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for said Certificates in accordance with the terms of any accepted proposal for the purchase of said Certificates.

KISTA shall provide to the successful purchaser a Final Official Statement in accordance with SEC Rule 15c2 12, but such purchaser shall be responsible for reproduction costs of additional copies.

(F) If three (3) or more bids for the Certificates are received as a result of this competitive sale, the successful purchaser will be required to certify on or before the issue date the reasonably expected initial offering price to the public as of the Sale Date for each Maturity of the Certificates which prices are the prices for each Maturity of the Certificates used by the successful purchaser in formulating its bid to purchase the Certificates.

If less than three (3) bids for the Certificates are received as a result of this competitive sale, the successful purchaser, by submitting a bid pursuant to a published Notice of Sale, has agreed in writing that they will certify on or before the issue date (and provide reasonable supporting documentation for such Certification, such as a copy of the Pricing wire or equivalent communication) for each Maturity of the Certificates (i) the first price at which at least 10% of each Maturity of the Certificates was sold to the Public, or (ii) that they will neither offer nor sell any of the Certificates of each Maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Holding Period for such Maturity.

Bids will not be subject to cancellation or withdrawal by the bidder in the event that three bids are not received and the Issuer determines to apply the hold-the-offering-price rule.

For purposes of the above the following terms are defined as follows:

(a)*Holding Period* means, with respect to a Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the successful purchaser has sold at least 10% of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b)*Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(c)*Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(d)*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is March 10, 2022.

(e)*Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

(G) Bids need not be accompanied by a certified or bank cashier's good faith check, BUT the successful bidder will be required to wire transfer an amount equal to 1% of the principal amount of Certificates awarded to the order of the KISTA by the close of business on the day following the award. The successful bidder shall not be required to take up and pay for said Certificates unless delivery is made within 45 days from the date the bid is accepted.

(H) Delivery of the Certificates will be made utilizing the Book-Entry-Only-System administered by the DTC.

(I) KISTA reserves the right to reject any and all bids or to waive any informality in any bid. The Certificates are offered for sale subject to the principal and interest not being subject to Federal or Kentucky income taxation or Kentucky ad valorem taxation on the date of their delivery to the successful bidder, in accordance with the Final Approving Legal Opinion of Steptoe & Johnson PLLC, Certificate Counsel, Louisville, Kentucky, which Opinion will be qualified in accordance with the section hereof on TAX EXEMPTION.

STATE SUPPORT OF EDUCATION

The 1990 Regular Session of the General Assembly of the Commonwealth enacted a comprehensive legislative package known as the Kentucky Education Reform Act ("KERA") designed to comply with the mandate of the Kentucky Supreme Court that the General Assembly provide for as efficient and equitable system of schools throughout the State.

KERA became fully effective on July 13, 1990. Elementary and Secondary Education in the Commonwealth is supervised by the Commissioner of Education as the Chief Executive Officer of the Kentucky Department of Education ("DOE"), an appointee of the reconstituted Kentucky Board of Education (the "State Board"). Some salient features of KERA are as follows:

KRS 157.330 establishes the fund to Support Education Excellence in Kentucky ("SEEK") funded from biennial appropriations from the General Assembly for distribution to school districts. The base funding guaranteed to each school district by SEEK for operating and capital expenditures is determined in each fiscal year by dividing the total annual SEEK appropriation by the state-wide total of pupils in average daily attendance ("ADA") in the preceding fiscal year; the ADA for each district is subject to adjustment to reflect the number of at risk students (approved for free lunch programs under state and federal guidelines), number and types of exceptional children, and transportation costs.

KRS 157.420 establishes a formula which results in the allocation of funds for capital expenditures in school districts at $100 per ADA pupil which is included in the SEEK allotment ($4,000) for the current biennium which is required to be segregated into a Capital Outlay Allotment Fund which may be used only for (1) direct payment of construction costs; (2) debt service on voted and funding bonds; (3) lease rental payments in support of bond issues; (4) reduction of deficits resulting from over expenditures for emergency capital construction; and (5) a reserve for each of the categories enumerated in 1 through 4 above.

KRS 160.470(12)(a) requires that effective for fiscal years beginning July 1, 1990 each school district shall levy a minimum equivalent tax rate of $.30 for general school purposes. The equivalent tax rate is defined as the rate which results when the income collected during the prior year from all taxes levied by the district (including utilities gross receipts license and special voted) for school purposes is divided by the total assessed value of property, plus the assessment for motor vehicles certified by the Revenue Cabinet of the Commonwealth. Any school district board of education which fails to comply with the minimum equivalent tax rate levy shall be subject to removal from office.

KRS 157.440(2) provides that for fiscal years beginning July 1, 1990 each school district may levy an equivalent tax rate which will produce up to 15% of those revenues guaranteed by the SEEK program. Any increase beyond the 4% annual limitation imposed by KRS 132.017 is not subject to the recall provisions of that Section. Revenue generated by the 15% levy is to be equalized at 150% of the state-wide average per pupil equalized assessment.

KRS 157.440(2) permits school districts to levy up to 30% of the revenue guaranteed by the SEEK program, plus the revenue produced by the 15% levy, but said additional tax will not be equalized with state funds and will be subject to recall by a simple majority of those voting on the question.

KRS 157.620(1) also provides that in order to be eligible for participation from the Kentucky School Facilities Construction Commission for debt service on bond issues the district must levy a tax which will produce revenues equivalent to $.05 per $100 of the total assessed value of all property in the district (including tangible and intangible property and motor vehicles) in addition to the minimum $.30 levy required by KRS 160.470(12). A district having a special voted tax which is equal to or higher than the required $.05 tax, must commit and segregate for capital purposes at least an amount equal to the required $.05 tax. Those districts which levy the additional $.05 tax are also eligible for participation in the Kentucky Facilities Support ("KFS") program for which funds are appropriated separately from SEEK funds and are distributed to districts in accordance with a formula taking into account outstanding debt and funds available for payment from both local and state sources under KRS 157.440(1)(b).

KRS 160.460 provides that as of July 1, 1994 all real property located in the Commonwealth subject to local taxation shall be assessed at 100% of fair cash value.

BIENNIAL BUDGET FOR PERIOD ENDING JUNE 30, 2022

The Kentucky General Assembly is required by the Kentucky Constitution to adopt measures providing for the state's revenues and appropriations for each fiscal year. The Governor is required by law to submit a biennial State Budget (the "State Budget") to the General Assembly during the legislative session held in each even numbered year. State Budgets have generally been adopted by the General Assembly during those legislative sessions, which end in mid-April, to be effective upon the Governor's signature for appropriations commencing for a two-year period beginning the following July 1.

In the absence of a legislatively enacted budget, the Supreme Court has ruled the Governor has no authority to spend money from the state treasury except where there is a statutory, constitutional or federal mandate and the Commonwealth may be prevented from expending funds for certain state governmental functions, including the ability to pay principal of, premium, if any, and interest, when due, on obligations that are subject to appropriation.

Due to the unforeseen nature on the economy of the Commonwealth caused by the COVID-19 pandemic, in its 2020 regular session, the General Assembly adopted only a one-year budget for the biennial period ending June 30, 2022 which was approved and signed by the Governor. The biennial budget was reviewed and supplemented during the General Assembly's 2021 regular session. Such budget became effective beginning July 1, 2020. The Office of the State Budget Director makes available on its website monthly updates to the General Fund receipts and other Funds of the commonwealth. When published, the updates can be found at www.osbd.ky.gov.

POTENTIAL LEGISLATION

No assurance can be given that any future legislation, including amendments to the Code, if enacted into law, or changes in interpretation of the Code, will not cause interest on the Certificates to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Certificates from realizing the full current benefit of the tax exemption of such interest. In addition, current and future legislative proposals, if enacted into law, may cause interest on state or local government bonds (whether issued before, on the date of, or after enactment of such legislation) to be subject, directly or indirectly, to federal income taxation by, for example, changing the current exclusion or deduction rules to limit the amount of interest on such bonds that may currently be treated as tax exempt by certain individuals. Prospective purchasers of the Certificates should consult their own tax advisers regarding any pending or proposed federal tax legislation.

Further, no assurance can be given that the introduction or enactment of any such future legislation, or any action of the IRS, including but not limited to regulation, ruling, or selection of the Certificates for audit examination, or the course or result of any IRS examination of the Certificates or obligations which present similar tax issues, will not affect the market price for the Certificates.

CONTINUING DISCLOSURE

As a result of KISTA offering for public sale municipal securities in excess of $1,000,000, KISTA will enter into a written agreement with the Trustee for the benefit of all parties who may become Registered or Beneficial Owners of the Certificates whereunder KISTA will agree to comply with the provisions of the Municipal Securities Disclosure Rules set forth in Securities and Exchange Commission Rule 15c2-12 by filing annual financial statements and material events notices with the Electronic Municipal Market Access (EMMA) System maintained by the Municipal Securities Rule Making Board

Financial information regarding KISTA may be obtained from Mr. Jack Moreland, President, Kentucky Interlocal School Transportation Association, 147 East Third Street, Lexington, Kentucky, 40508 (Telephone 859-977-6600).

TAX EXEMPTION; NOT BANK QUALIFIED

Bond Counsel is of the opinion that the Certificates are NOT "qualified tax-exempt obligations" within the meaning of the Internal Revenue Code of 1986, as amended, and therefore advises as follows:

(A) The Certificates and the interest thereon are exempt from income and ad valorem taxation by the Commonwealth of Kentucky and all of its political subdivisions.

(B) The interest income from the Certificates is excludable from the gross income of the recipient thereof for Federal income tax purposes under existing law and interest on the Certificates will not be a specific item of tax preference for purposes of computing the Federal alternative minimum tax.

(C) As a result of certifications by the Board and the Corporation, indicating the issuance of MORE than $10,000,000 of tax-exempt obligations during the calendar year ending December 31, 2022, the Certificates may NOT be treated by financial institutions as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

PENDING LITIGATION

While some of the Participating Districts may be involved in litigation arising from operations, no litigation is known to be pending or threatened with regard to KEAP or KISTA or the proposed execution of a Series Lease by any Participating District.

BOOK-ENTRY-ONLY-SYSTEM

The Certificates shall utilize the Book-Entry-Only-System.

DTC will act as securities depository for the Certificates. The Certificates initially will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee).

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. "Direct Participants" include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its participants are on file with the Securities and Exchange Commission.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates ("Beneficial Ownership Interest") are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their Beneficial Ownership interests in Certificates, except in the event that use of the book-entry system for the Securities is discontinued. Transfers of ownership interest in the Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Certificates with DTC and their registration in the name of Cede & Co., effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are

credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the Certificates are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Certificates to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to Certificates. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments of the Certificates will be made to DTC. DTC's practice is to credit Direct Participants' account on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Issuer, or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer or the Trustee, disbursements of such payments to Direct Participants shall be the responsibility of DTC, and disbursements of such payment to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Beneficial Ownership Interests purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Beneficial Ownership Interests by causing the Direct Participant to transfer the Participant's interest in the Beneficial Ownership Interests, on DTC's records, to the purchaser or the Trustee, as appropriate. The requirements for physical delivery of Certificates in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Certificates are transferred by Direct Participants on DTC's records.

DTC may discontinue providing its services as securities depository with respect to the Certificates at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Certificates are required to be printed and delivered, as described below under "THE CERTIFICATES-Revision of Book-Entry System; Replacement Certificates."

NEITHER THE ISSUER, THE BOARD NOR THE CERTIFICATE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR ANY BENEFICIAL OWNER OR ANY OTHER PERSON NOT SHOWN ON THE REGISTRATION BOOKS OF THE CERTIFICATE REGISTRAR/PAYING AGENT AS BEING AN OWNER WITH RESPECT TO: (1) THE CERTIFICATES; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (3) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PURCHASE PRICE OF TENDERED CERTIFICATES OR THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE CERTIFICATES; (4) THE DELIVERY BY ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE AUTHORIZING RESOLUTION TO BE GIVEN TO HOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE CERTIFICATES; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER.

KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION

s/Jack Moreland, President

APPENDIX D

KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION (KISTA) EQUIPMENT LEASE REVENUE CERTIFICATES OF PARTICIPATION Series of 2022

Official Bid Form

OFFICIAL BID FORM
(Certificate Purchase Agreement)

The Kentucky Interlocal School Transportation Association ("KISTA"), will until 11:00 A.M., E.S.T., on March 10, 2022, receive in the office of the Executive Director of the Kentucky School Facilities Construction Commission, 700 Louisville Road, Carriage House, Frankfort, Kentucky, 40601, (telephone 502-564-5582; Fax 888-979-6152) competitive bids for its $11,820,000 Equipment Lease Certificates of Participation, Series of 2022, dated April 5, 2022; maturing March 1, 2023 through 2032.

The Certificates are NOT issued as "qualified tax-exempt obligations" and are NOT "bank qualified".

We hereby bid for said $11,820,000* principal amount of Certificates, the total sum of $_____ (not less than $11,701,800) plus accrued interest from April 5, 2022, at the following annual rate(s), payable September 1, 2022 and semiannually thereafter (rates on ascending scale in multiples of 1/8 or 1/20 of 1%; number of interest rates unlimited) and maturing as to principal on March 1 in the years as follows:

Year	Amount*	Rate	Year	Amount*	Rate
2023	$1,325,000	_____%	2028	$1,190,000	_____%
2024	1,330,000	_____%	2029	1,205,000	_____%
2025	1,145,000	_____%	2030	1,225,000	_____%
2026	1,160,000	_____%	2031	1,025,000	_____%
2027	1,170,000	_____%	2032	1,045,000	_____%

*Subject to a Permitted Adjustment increasing or decreasing the principal amount actually awarded by as much as $1,180,000.

We understand this bid may be accepted for as much as $13,000,000 of Certificates or as little as $10,640,000 of Certificates, at the same price per $5,000 Certificate, with the variation in such amount occurring in any maturity or all maturi-ties, which will be determined by the Secretary of the Corporation at the time of acceptance of the best bid. The right is reserved to adjust principal maturities to promote level debt service without change in the issue size.

We further understand that by submitting a bid we agree as follows:

If three (3) or more bids for the Certificates are received as a result of this competitive sale, the successful purchaser will be required to certify on or before the issue date the reasonably expected initial offering price to the public as of the Sale Date for each Maturity of the Certificates which prices are the prices for each Maturity of the Certificates used by the successful purchaser in formulating its bid to purchase the Certificates.

If less than three (3) bids for the Certificates are received as a result of this competitive sale, the successful purchaser, by submitting a bid pursuant to a published Notice of Sale, has agreed in writing that they will certify on or before the issue date (and provide reasonable supporting documentation for such Certification, such as a copy of the Pricing wire or equivalent communication) for each Maturity of the Certificates (i) the first price at which at least 10% of each Maturity of the Certificates was sold to the Public, or (ii) that they will neither offer nor sell any of the Certificates of each Maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Holding Period for such Maturity.

Bids will not be subject to cancellation or withdrawal by the bidder in the event that three bids are not received and the Issuer determines to apply the hold-the-offering-price rule.

For purposes of the above the following terms are defined as follows:

(a)*Holding Period* means, with respect to a Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the successful purchaser has sold at least 10% of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b)*Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(c)*Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(d)*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is March 10, 2022.

(e)*Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The successful bidder may elect to notify the Financial Advisor within twenty-four (24) hours of the award of the Certificates that certain serial maturities as awarded may be combined with immediately succeeding serial maturities as one or more Term Certificates; provided, however, (a) bids must be submitted to permit only a single interest rate for each Term Certificate specified, and (b) Term Certificates will be subject to mandatory redemption by lot on March 1 in accordance with the maturity schedule setting the actual size of the issue.

The Certificates will be delivered utilizing the Book-Entry-Only-System administered by The Depository Trust Company.

Electronic bids for the Certificates must be submitted through PARITY® and no other provider of electronic bidding services will be accepted. Subscription to the PARITY® Competitive Bidding System is required in order to submit an electronic bid. The Corporation will neither confirm any subscription nor be responsible for the failure of any prospective bidders to subscribe. For the purposes of the bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all bids whether in electronic or written form. To the extent any instructions or directions set forth in PARITY® conflict with the terms of the Official Terms and Conditions of Sale of

Certificates, the Official Terms and Conditions of Sale of Certificates shall prevail. Electronic bids made through the facilities of PARITY® shall be deemed an offer to purchase in response to the Notice of Sale of Certificates and shall be binding upon the bidders as if made by signed, sealed written bids delivered to the Corporation. The Corporation shall not be responsible for any malfunction or mistake made by or as a result of the use of the electronic bidding facilities provided and maintained by PARITY®. The use of PARITY® facilities are at the sole risk of the prospective bidders. For further information regarding PARITY®, potential bidders may contact PARITY®, telephone (212) 404-8102. Notwithstanding the foregoing non-electronic bids may be submitted via facsimile or by hand delivery utilizing the Official Bid Form.

It is understood that the Corporation will furnish the final, approving Legal Opinion of Steptoe-Johnson PLLC, Attorneys at Law, Certificate Counsel, of Louisville, Kentucky.

No certified or bank cashier's check will be required to accompany a bid, but the successful bidder shall be required to wire transfer an amount equal to 1% of the principal amount of Certificates awarded by the close of business on the date following the award. Said good faith amount will be applied (without interest) to the purchase price on delivery. Wire transfer procedures should be arranged through The Huntington National Bank, Cincinnati, Ohio Attn: Attn: Ms. Amy Thompson, (513-762-5182).

Bids must be submitted only on this form and must be fully executed.

If we are the successful bidder, we agree to accept and make payment for the Certificates in Federal Funds on or about April 5, 2022, in accordance with the terms of the sale and upon execution of this Official Bid Form by the Financial Advisor as Agent for KISTA same shall become the Certificate Purchase Agreement.

Respectfully submitted,

_____
Bidder

By_____
Signature

_____
Address

Total interest cost from April 5, 2022 to final maturity $_____

Plus discount $_____

Net interest cost (Total interest cost plus discount or less any premium) $_____

Average interest rate or cost (ie NIC or less any premium) _____%

The above computation of net interest cost and of average interest rate or cost is submitted for information only and is not a part of this Bid.

Accepted by RSA Advisors, LLC as agent for Kentucky Interlocal School Transportation Association for $_____ amount of Certificates at a price of $_____ as follows:

Year**	**Amount**	**Rate**	**Year****	**Amount**	**Rate**
2023	$ _____,000	_____%	2028	$_____,000	_____%
2024	_____,000	_____%	2029	_____,000	_____%
2025	_____,000	_____%	2030	_____,000	_____%
2026	_____,000	_____%	2031	_____,000	_____%
2027	_____,000	_____%	2032	_____,000	_____%

Dated: March 10, 2022

_____
RSA Advisors, LLC, Financial Advisor and Agent
for Kentucky Interlocal School Transportation Association

**Term Certificates may be bracketed.