

OFFICIAL TERMS AND CONDITIONS OF BOND SALE

\$76,750,000*

Jefferson County School District Finance Corporation
School Building Revenue Bonds, Series 2022A

Date and Time of Sale: 11:00 a.m., Eastern Time, July 7, 2022**

As advertised through the PARITY[®] electronic bidding system, Jefferson County School District Finance Corporation (the “Corporation”), an agency and instrumentality of the Board of Education of Jefferson County, Kentucky (the “Board”) will, until 11:00 a.m., Eastern Time, on July 7, 2022 (or at such later time and date announced at least forty-eight hours in advance via the Bloomberg Financial News Wire or the PARITY[®] system), receive electronic bids and sealed written competitive bids for the purchase of “Jefferson County School District Finance Corporation School Building Revenue Bonds, Series 2022A,” dated as of the date of issuance (the “Bonds”). Sealed written bids for the Bonds on the Official Bid Form will be received at the office of the School Facilities Construction Commission, 700 Louisville Road, Carriage House, Frankfort, Kentucky 40601.

The Bonds shall be fully registered bonds in the denomination of \$5,000 each or integral multiples thereof, maturing, or subject to mandatory sinking fund redemption as described in the Preliminary Official Statement for the Bonds and below under “SPECIAL BIDDERS’ OPTION,” on the following maturity dates and in the following principal amounts:

Preliminary Schedule of Maturities and Principal Amounts
Series 2022A Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>
06/01/2023	\$22,600,000
06/01/2024	3,985,000
06/01/2025	4,170,000
06/01/2026	4,355,000
06/01/2027	4,550,000
06/01/2028	6,385,000
06/01/2029	6,675,000
06/01/2030	6,985,000
06/01/2031	8,315,000
06/01/2032	8,730,000

The Bonds are not subject to optional redemption prior to maturity.

BID REQUIREMENTS

Electronic bids will be accepted only if submitted via PARITY[®]. No other provider of electronic bidding services will be accepted. Subscription to the PARITY[®] electronic bidding system is required in order to submit a bid. The Issuer will neither confirm any subscription nor be responsible for

* Preliminary, subject to adjustment as provided herein.

** Subject to cancellation or postponement as provided herein.

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. To the extent any instructions or directions set forth in PARITY® conflict with the terms of this Official Terms and Conditions of Bond Sale, this Official Terms and Conditions of Bond Sale shall prevail. Electronic bids made through PARITY® shall be deemed an offer to purchase in response to the Notice of Bond Sale and shall be binding upon the bidders as if made by a signed, sealed bid delivered to the Issuer. The Issuer 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) 849-5021.

In the event of a system malfunction in the electronic bidding process or, at the sole discretion of a bidder, a sealed written bid on the Official Bid Form may be sent prior to the appointed deadline (the time as maintained by PARITY® shall constitute the official time) to the attention of the School Facilities Construction Commission via facsimile (888) 979-6152. Bidders may attempt to confirm actual receipt of a facsimile bid by telephone prior to the appointed time bids are due by calling the School Facilities Construction Commission (502-564-5582). However, if a bid is sent via facsimile, then it is the sole responsibility of the bidder to assure that any bid is submitted and received by the Corporation prior to the deadline. The Corporation and its officers and employees, the Fiscal Agency Group and Bond Counsel assume no responsibility for assuring that a bid submitted via facsimile is received by the deadline.

Written sealed bids should be submitted in a sealed envelope marked "Bid for Bonds" to the School Facilities Construction Commission, 700 Louisville Road, Carriage House, Frankfort, Kentucky 40601 (unless otherwise submitted via facsimile). A written bid must be submitted on the Official Bid Form included with the Preliminary Official Statement.

No certified or bank cashier's check will be required to accompany a bid, but the successful bidder for the Bonds shall be required to wire transfer, by the close of business on July 8, 2022 to Truist Bank for the credit of the Issuer, an amount equal to two percent (2%) of the final adjusted par amount of the Bonds to secure the faithful performance of the terms of the bid. Such amount will be applied (without interest) to the purchase price of the Bonds. If the successful bidder should fail to accept and pay for the Bonds when tendered for delivery and payment, such amount will be retained by the Corporation as agreed liquidated damages.

Bidders are required to bid a cash price of not less than 98% and not more than 110% of the final aggregate principal amount of the 2022A Bonds to be issued. Bidders shall specify the rate or rates of interest to be borne by the Bonds, which shall be in multiples of 1/8 or 1/20 of 1% with no rate to exceed 5.00%. No bid will be accepted for the purchase of less than all of the Bonds. Upon delivery of the Bonds, payment of the amount due must be made by the purchaser in funds payable to the order of and immediately available to the Corporation. All of the Bonds of the same maturity shall bear the same single interest rate from the date of the Bonds to the date of their final maturity or redemption.

If three (3) or more bids for the Bonds are received as a result of the 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 Bonds, which prices are the prices for each Maturity of the Bonds used by the successful purchaser in formulating its bid to purchase the Bonds.

If less than three (3) bids for the Bonds are received as a result of the competitive sale, the successful purchaser, by submitting a bid pursuant to this Official Terms and Conditions of Bond Sale, agrees in writing it 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 Bonds (i) the first price at which at least 10% of each Maturity of the Bonds was sold to the Public, or (ii) that it will neither offer nor sell any of the Bonds 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 Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds 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 Bonds. The Sale Date of the Bonds is July 7, 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 Bonds 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 Bonds 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 Bonds to the Public).

SPECIAL BIDDERS’ OPTION

Bidders have the option of specifying that all the Bonds maturing in any two or more consecutive years as given in the above schedule (as the principal amounts thereof may be adjusted in accordance herewith) may, in lieu of maturing in each of such years, be combined to comprise one or more maturities of Bonds (“Term Bonds”) scheduled to mature in the latest of such years and be subject to mandatory sinking fund redemption at par in each of the years and in the principal amounts determined in accordance herewith, except for the principal amount of Term Bonds scheduled in the year of maturity of the Term Bonds, which principal amount shall mature in that year. Bidders may specify one or more of such Term Bonds.

AWARD OF THE BONDS

The Bonds are expected to be awarded to the bidder offering to purchase the Bonds at the lowest true interest cost to the Corporation based on the Preliminary Schedule of Maturities and Principal Amounts described above and the respective interest rates stipulated in the bids submitted. For the purpose only of determining the interest cost for Term Bonds, if any, specified by bidders, such Bonds will be

deemed to mature on June 1, in each of the years as set forth in the schedule of principal amounts contained herein. Bids will be opened by the Treasurer of the Board on behalf of the Corporation at the time stated above and will be referred to and acted on by the Finance Committee or the Board of Directors of the Corporation on the same date following the opening, tabulation, and verification of the bids received. The decision of the Corporation as to the award of the Bonds will be final.

The Corporation reserves the right, within its sole discretion, to increase in authorized denominations, the aggregate principal amount of the Bonds as a whole by up to ten percent (10%); to decrease, in authorized denominations, the aggregate principal amount of the Bonds as a whole in any such amount that is deemed to be in the interest of the Corporation; and to increase or decrease the principal amount of any such Bonds due at maturity or by reason of mandatory sinking fund redemption on any one or more dates by up to twenty percent (20%), or such other amount that is deemed to be in the interest of the Corporation, so as to provide the Corporation with funds not greater, nor less, within desired denominations, to complete the projects to be financed and pay issuance costs while maintaining projected or estimated debt service as nearly as is practicable. In the event of any such adjustments and/or revisions with respect to the Bonds, no rebidding will be permitted, and the Underwriter's Discount on the Bonds as submitted by the successful bidder shall be held constant. The Underwriter's Discount shall be defined as the difference between the purchase price of the Bonds submitted by the bidder and the price at which the Bonds will be issued to the public, calculated from information provided by the bidder, divided by the par amount of the Bonds bid.

THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS OR TO WAIVE IRREGULARITIES IN ANY BID.

As conditions to the award of the Bonds, the successful bidder must agree [i] to supply the names and tax identification numbers of the registered owners of the Bonds to be delivered and the denomination of each such Bond (in the authorized denomination of \$5,000 or any integral multiple thereof), not later than seven (7) days prior to the date of delivery, by written direction to Truist Bank, as the Registrar and Paying Agent for the Bonds, and [ii] to certify to the Corporation at the time of the initial issuance of the Bonds the initial offering or reoffering prices of the Bonds to the public (excluding bond houses, brokers, and other intermediaries) at which prices a substantial amount of each maturity of the Bonds has been sold and to acknowledge that the Corporation will rely on such certification in making its certification with respect to, and otherwise complying with, the arbitrage provisions of the Internal Revenue Code.

CUSIP NUMBERS

It is anticipated that CUSIP identification numbers will be printed on each of the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its bid. No CUSIP identification number shall be deemed to be a part of any Bond or a part of the contract evidenced thereby and no liability shall hereafter attach to the Corporation or the Board or any of their respective officers or agents because of or on account of such numbers. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the Corporation; provided that the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the purchaser.

DELIVERY

Absent any failure of performance by the successful bidder, delivery of the Bonds is expected to be made in Louisville, Kentucky, on or about July 28, 2022.

CONTINUING DISCLOSURE

In order to assist bidders in complying with the requirements of subsection (5) of section (b) of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “Rule”) , the Board intends, for the benefit of the respective Holders of the Bonds, to execute a Continuing Disclosure Certificate dated as of the date of original issuance of the Bonds (the “Continuing Disclosure Certificate”), setting forth the undertaking of the Board to provide certain annual reports and notices of certain events. A description of this undertaking, including certain limitations thereon, is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

The successful bidder’s obligation to take up and pay for the Bonds shall be conditioned on its receiving, at or prior to the delivery of the Bonds, an executed copy of the Continuing Disclosure Certificate.

BOND INSURANCE

If the successful bidder for the Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Bonds, the Board will cooperate with the successful bidder in obtaining such insurance, but the successful bidder will be responsible for all costs, expenses and charges associated with the issuance of such insurance, including, but not limited to, the premium for the insurance policy and any taxes related thereto, and excluding only the fees of Moody’s Investors Service and Standard & Poor’s Ratings Services.

LEGAL OPINIONS AND CLOSING DOCUMENTS

The approving legal opinion of Wyatt, Tarrant & Combs, LLP, Louisville, Kentucky, Bond Counsel, will be furnished without cost to the purchaser of the Bonds and will be printed on each Bond. Such opinion will state that, under existing law and as of the date of issuance of the Bonds, interest on the Bonds is excluded from gross income for Federal income tax purposes. The proposed form of the opinion of Bond Counsel is set forth in the Preliminary Official Statement.

In addition to the Continuing Disclosure Certificate described above under “Continuing Disclosure,” there will also be furnished the usual closing documents, including a certificate, dated the date of delivery of the Bonds, stating that there is no litigation pending or, to the knowledge of the signer of such certificate, threatened affecting the validity of the Bonds.

ADDITIONAL INFORMATION

Reference is hereby made to the Preliminary Official Statement for a further description of the Bonds, the Corporation, and the Board. The Preliminary Official Statement may be obtained at www.rsamuni.com or <http://www.rwbaird.com/>.

OFFICIAL STATEMENT

The Preliminary Official Statement respecting the Bonds may be obtained from RSA LLC, 147 East Third Street, Lexington, KY 40508, telephone number (859) 977-6600, www.rsamuni.com, or Robert W. Baird & Co. Incorporated, 500 W Jefferson Street, Suite 700, Louisville, Kentucky 40202, telephone number (502) 588-8462, <http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar>.

The Corporation deems its Preliminary Official Statement relating to the Bonds to be an official statement that is final as of its date, except for the omission of no more than the following information relating to the Bonds: the offering prices, interest rates, selling compensation, principal amount per maturity, delivery date, any other terms or provisions to be determined by competitive bidding, ratings, other terms depending on such matters, and the identity of the underwriters. The Preliminary Official Statement is subject to revision and completion in a final Official Statement.

A reasonable number of copies of a final Official Statement relating to the Bonds will be provided without cost to the successful bidder for the Bonds, within seven (7) business days of the award of the Bonds, such copies to be in sufficient quantity for the successful bidder to comply with Rule 15c2-12 of the Securities and Exchange Commission and the rules of the Municipal Securities Rulemaking Board, provided that the successful bidder cooperates in providing information required to complete the final Official Statement.

JEFFERSON COUNTY SCHOOL DISTRICT
FINANCE CORPORATION

By: /s/ Dr. Martin Pollio

Title: President