

NEW ISSUE
DTC Book-Entry Only
 See "THE NOTES" herein

FITCH IBCA: A+
MOODY'S: A2
S&P: A+
 (See "Ratings" herein)

In the opinion of Bond Counsel for the Notes, based upon an analysis of laws, regulations, rulings and court decisions, and assuming continuing compliance with certain covenants made by the Commission, and subject to the conditions and limitations set forth herein under the caption "TAX TREATMENT," interest on the Notes is excludable from gross income for Federal income tax purposes and is not a specific item of tax preference for purposes of the Federal individual or corporate alternative minimum taxes. Interest on the Notes is exempt from Kentucky income tax and the Notes are exempt from ad valorem taxation by the Commonwealth of Kentucky and any of its political subdivisions.

\$49,195,000
KENTUCKY ASSET/LIABILITY COMMISSION
PROJECT NOTES, 1999 GENERAL FUND FIRST SERIES

Dated: March 1, 1999

Due: March 1, as shown below

The Project Notes, 1999 General Fund First Series (the "Notes") will be issued only as fully registered notes, and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Notes. Purchasers will not receive certificates representing their ownership interest in the Notes purchased. So long as DTC or its nominee is the registered owner of the Notes, payments of the principal of and interest due on the Notes will be made directly to DTC. The Notes will be issued in denominations of \$5,000 or any integral multiple thereof and will bear interest payable on each September 1 and March 1, commencing on September 1, 1999. Principal of, redemption premium, if any, and interest on the Notes will be paid directly to DTC by Chase Manhattan Trust Company, National Association, Louisville, Kentucky, as Trustee and Paying Agent (the "Trustee" and "Paying Agent").

Certain of the Notes are subject to optional redemption prior to maturity at the times and in the amounts described herein.

The Notes mature on the dates, in the principal amount, bear annual interest and have the price or yield as follows:

<u>Maturity</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price or</u> <u>Yield</u>	<u>Maturity</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price or</u> <u>Yield</u>
2000	\$6,275,000	3½%	3.15%	2003	\$3,995,000	3.80 %	3.88%
2001	3,495,000	3½	3.58	2003	3,000,000	4	3.88
2001	3,000,000	4	3.58	2004	7,265,000	4	100
2002	3,735,000	3.70	3.78	2005	7,560,000	4.10	4.15
2002	3,000,000	4	3.78	2006	7,870,000	4½	4.25

(plus accrued interest)

The Kentucky Asset/Liability Commission (the "Commission") is issuing the Notes pursuant to a Resolution of the Commission adopted March 4, 1999, to (i) pay the costs of acquisition of research equipment and other equipment for the benefit of the University of Kentucky, the University of Louisville, the Kentucky Community and Technical College System and the Commonwealth Virtual University/Commonwealth Virtual Library and (ii) pay the costs of issuing the Notes. See "THE PROJECT" herein. The Notes are being issued pursuant to the Trust Indenture (the "Indenture") between the Commission and the Trustee. See "THE NOTES" herein.

The Notes and any interest due thereon are payable solely and only from a special fund created under the Indenture and defined therein as the Note Payment Fund (the "Note Payment Fund"), into which payments received from the Commonwealth of Kentucky Finance and Administration Cabinet (the "Cabinet") arising under a Financing Agreement between the Commission and the Cabinet are to be deposited. The General Assembly of the Commonwealth of Kentucky (the "Commonwealth") has appropriated to the Cabinet amounts projected to be sufficient to meet principal and interest requirements on the Notes through June 30, 2000. There can be no assurance that such appropriations will be forthcoming in the biennium beginning July 1, 2000 or in future biennia or that the Governor, in the performance of his or her obligation to balance the Commonwealth's annual budget, will not reduce or eliminate such appropriations.

THE NOTES ARE SPECIAL OBLIGATIONS OF THE COMMISSION AND DO NOT CONSTITUTE A DEBT OR OBLIGATION OF THE COMMONWEALTH, THE COMMISSION, OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE COMMONWEALTH WITHIN THE MEANING OF THE CONSTITUTION OR STATUTES OF THE COMMONWEALTH, AND NEITHER THE FAITH OR CREDIT, NOR THE TAXING POWER OF ANY OF THE FOREGOING ARE PLEDGED TO THE PAYMENT OF PRINCIPAL OF OR INTEREST ON THE NOTES. See "SECURITY FOR THE NOTES" and "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE FINANCING AGREEMENT" herein.

The Notes are offered when, as and if issued and received by the Underwriters, subject to prior sale, to withdrawal or modification of the offer without notice and to the approval of legality by Peck, Shaffer & Williams LLP, Covington, Kentucky, Bond Counsel. Certain legal matters will be passed on for the Underwriters by their counsel, Brown, Todd & Heyburn PLLC, Louisville, Kentucky. It is expected that the Notes in definitive form will be available for delivery in New York, New York, on or about March 17, 1999.

Salomon Smith Barney

J.J.B. Hilliard, W.L. Lyons, Inc.
Ross, Sinclair & Associates, Inc

J.C. Bradford & Co.
First Kentucky Securities Corp.

Morgan Keegan & Company, Inc.
Banc One Capital Markets, Inc.

March 10, 1999

No dealer, broker, salesman or other person has been authorized by the Kentucky Asset/Liability Commission or the Underwriters to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other 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 offer to buy, nor shall there be any sale of, the Notes by any person in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale. The information set forth herein has been obtained from the Kentucky Asset/Liability Commission and other sources which are believed to be reliable but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the Underwriters. 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 Kentucky Asset/Liability Commission since the date hereof.

THE NOTES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE NOTES IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THESE SECURITIES HAVE BEEN REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE GUARANTEED OR PASSED UPON THE SAFETY OF THE NOTES AS AN INVESTMENT, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE KENTUCKY ASSET/LIABILITY COMMISSION AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN CONNECTION WITH THE OFFERING OF THE NOTES THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE NOTES OFFERED HEREBY AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

KENTUCKY ASSET/LIABILITY COMMISSION

COMMISSION MEMBERS

John McCarty, Secretary of the Finance and Administration Cabinet, Chairman
Sarah Jane Schaaf, Secretary of the Revenue Cabinet
A.B. Chandler, III, Attorney General
John K. Hamilton, State Treasurer
Crit Luallen, State Budget Director

SECRETARY TO THE COMMISSION

Gordon L. Mullis, Jr. - Executive Director of the Office of
Financial Management and Economic Analysis

TRUSTEE and PAYING AGENT

Chase Manhattan Trust Company, National Association
Louisville, Kentucky

BOND COUNSEL

Peck, Shaffer & Williams LLP
Covington, Kentucky

UNDERWRITERS' COUNSEL

Brown, Todd & Heyburn PLLC
Louisville, Kentucky

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SUMMARY

The following information is furnished solely to provide limited introductory information regarding the Kentucky Asset/Liability Commission (the "Commission") and the Notes and does not purport to be comprehensive. Such information is qualified in its entirety by reference to the more detailed information and descriptions appearing elsewhere in this Official Statement and should be read together therewith. The terms used in this Summary and not otherwise defined shall have the respective meanings assigned to them elsewhere in this Official Statement. The offering of the Notes is made only by means of the entire Official Statement, including the Exhibits hereto. No person is authorized to make offers to sell, or solicit offers to buy, the Notes unless the entire Official Statement is delivered in connection therewith.

The Commission

The Commission is an independent agency of the Commonwealth of Kentucky (the "Commonwealth"). See "THE KENTUCKY ASSET/LIABILITY COMMISSION" herein.

The Offering

The Commission is offering its Project Notes, 1999 General Fund First Series (the "Notes") in a total amount of \$49,195,000. See "The Kentucky Asset/Liability Commission" herein.

Authority

The Notes are being issued pursuant to Section 56.860 *et seq.* of the Kentucky Revised Statutes (the "Act"), a Resolution adopted by the Commission on March 4, 1999 (the "Resolution"), and the Trust Indenture dated as of March 1, 1999 (the "Indenture"), between the Commission and Chase Manhattan Trust Company, National Association, Louisville, Kentucky, as trustee and paying agent (the "Trustee" and "Paying Agent"). The State Property and Buildings Commission ("SPBC") of the Commonwealth also has approved the issuance of the Notes.

Use of Proceeds

The proceeds of the Notes will be used by the Commission to (i) pay the costs of acquisition of research equipment and other equipment for the benefit of the University of Kentucky, the University of Louisville, the Kentucky Community and Technical College System and the Commonwealth Virtual University/Commonwealth Virtual Library, and (ii) pay the costs of issuing the Notes. See "THE PROJECT" herein.

Features

The Notes are being offered in the authorized denominations of \$5,000 or any integral multiple thereof, at the interest rates, yields and purchase prices set forth on the cover hereof. The Notes, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Notes. Purchasers will not receive certificates representing their ownership interest in the Notes purchased.

So long as DTC or its nominee is the registered owner of the Notes, payments of the principal of and interest due on the Notes will be made directly to DTC. The Notes will bear interest payable on each September 1 and March 1, commencing on September 1, 1999. Principal of, redemption premium, if any, and interest on the Notes will be paid directly to DTC by the Trustee.

The Notes are issuable only as fully registered Notes, without coupons. The Notes maturing on or after March 1, 2004, are subject to optional redemption on or after March 1, 2003, at a redemption price of 100% of the principal amount of the Notes to be redeemed as further described in this Official Statement. See "THE NOTES - Redemption Provisions". It is expected that delivery of the Notes will be made on or about March 17, 1999, in New York, New York, against payment therefor.

Security

The Notes and any interest due thereon are payable solely and only from a special fund created under the Indenture and defined therein as the Note Payment Fund (the "Note Payment Fund"), into which payments received from the Commonwealth of Kentucky Finance and Administration Cabinet (the "Cabinet") arising under a Financing Agreement dated as of March 1, 1999 (the "Financing Agreement") between the Commission and the Cabinet are to be deposited. The Cabinet will enter into a Sublease dated as of March 1, 1999 (the "Sublease") with the Council on Postsecondary Education (the "CPE") with respect to the Project. See THE PROJECT" herein.

Under the provisions of the Constitution of the Commonwealth, the Cabinet is prohibited from entering into financing obligations extending beyond the biennial budget. Notwithstanding the foregoing, the Financing Agreement will be automatically renewed unless written notice of the election by the Cabinet to not so renew is given to the Commission by the last business day of May prior to the beginning of the next succeeding biennial renewal term.

The Kentucky General Assembly has appropriated to the Cabinet, amounts projected to be sufficient to meet principal and interest requirements on the Notes through June 30, 2000. Such appropriations are subject to the discretion and approval of each successive regular or extraordinary session of the General Assembly of the Commonwealth. There can be no assurance that (i) any such appropriation will be forthcoming in future sessions or (ii) that the Governor, in the performance of his or her obligation to balance the Commonwealth's annual budget, will not reduce or eliminate such appropriations.

The Notes are also secured by certain other funds and accounts pledged therefor and described herein. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE FINANCING AGREEMENT" herein.

THE NOTES ARE SPECIAL OBLIGATIONS OF THE COMMISSION AND DO NOT CONSTITUTE A DEBT OR OBLIGATION OF THE COMMONWEALTH, THE COMMISSION, OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE COMMONWEALTH WITHIN THE MEANING OF THE CONSTITUTION OR STATUTES OF THE COMMONWEALTH, AND NEITHER THE FAITH OR CREDIT, NOR THE TAXING POWER OF ANY OF THE FOREGOING ARE PLEDGED TO THE PAYMENT OF PRINCIPAL OF OR INTEREST ON THE NOTES.

Tax Status

In the opinion of Bond Counsel for the Notes, based upon an analysis of existing laws, regulations, rulings and court decisions, interest on the Notes is excludable from gross income for Federal income tax purposes and is not a specific item of tax preference under Section 57 of the Internal Revenue Code of 1986 (the "Code") for purposes of the Federal individual or corporate alternative minimum taxes. Furthermore, Bond Counsel for the Notes is of the opinion that interest on the Notes is exempt from income taxation by the Commonwealth and the Notes are exempt from ad valorem taxation by the Commonwealth and any of its political subdivisions. See "TAX TREATMENT" herein, and Exhibit B.

**Continuing
Disclosure**

Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended, generally prohibits an underwriter from purchasing or selling municipal securities in an initial offering unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events, if material. To enable the purchaser to comply with the provisions of Rule 15c2-12, the Commission will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement") with the Trustee.

General

The Official Statement speaks only as of its date, and the information contained herein is subject to change. All summaries of documents and agreements in the Official Statement are qualified in their entirety by reference to such documents and agreements, copies of which are available from the Office of Financial Management and Economic Analysis.

Information

Information regarding the Notes is available by contacting the Office of Financial Management and Economic Analysis, 702 Capitol Avenue, Suite 261, Frankfort, Kentucky 40601 (502) 564-2924, or, during the initial offering period, Salomon Smith Barney, Public Finance Department, 390 Greenwich Street, New York, New York 10013, (212) 723-7093.

OFFICIAL STATEMENT

\$49,195,000

KENTUCKY ASSET/LIABILITY COMMISSION PROJECT NOTES, 1999 GENERAL FUND FIRST SERIES

INTRODUCTION

This Official Statement (this "Official Statement"), which includes the cover page, is being distributed by the Kentucky Asset/Liability Commission (the "Commission") to furnish pertinent information to the purchasers of \$49,195,000 aggregate principal amount of its Project Notes, 1999 General Fund First Series (the "Notes"). The Notes are being issued pursuant to Section 56.860 *et seq.* of the Kentucky Revised Statutes (the "Act"), a Resolution adopted by the Commission on March 4, 1999 (the "Resolution"), and the Trust Indenture dated as of March 1, 1999 (the "Indenture"), between the Commission and Chase Manhattan Trust Company, National Association, Louisville, Kentucky, as trustee and paying agent (the "Trustee" and "Paying Agent").

The proceeds of the Notes will be used by the Commonwealth of Kentucky (the "Commonwealth") to (i) pay the costs of the Project (as defined herein) and (ii) pay the costs of issuing the Notes. See "THE PROJECT" herein.

The Notes are payable as described under the caption "THE NOTES" herein. The Notes are secured by the sources discussed under the caption "SECURITY FOR THE NOTES" herein.

The summaries and references to the Act, the Indenture, the Financing Agreement dated as of March 1, 1999 between the Commission and the Finance and Administration Cabinet (the "Financing Agreement"), the Sublease dated as of March 1, 1999 between the Finance and Administration Cabinet and the Council on Postsecondary Education (the "Sublease"), and the Notes included in this Official Statement do not purport to be comprehensive or definitive, and such summaries and references are qualified in their entirety by reference to each such document, copies of which are available for inspection at the Office of Financial Management and Economic Analysis ("OFMEA"), 702 Capitol Avenue, Room 261, Frankfort, Kentucky 40601, (502) 564-2924 or, during the initial offering period, at the office of Salomon Smith Barney, Public Finance Department, 390 Greenwich Street, New York, New York 10013, (212) 723-7093, as representative of the underwriters listed on the cover page hereof (the "Underwriters").

Capitalized terms used in this Official Statement and not otherwise defined will have the meanings given them under the caption "DEFINITIONS" herein, in the Indenture or in the Financing Agreement.

THE NOTES

General

The Notes are issuable only as fully registered Notes. The Notes will be issuable in the denominations of \$5,000 or integral multiples thereof, will be dated March 1, 1999, and will bear interest payable on each September 1 and March 1, commencing September 1, 1999, at the interest rates set forth on the cover page of this Official Statement. Principal of and interest on the Notes are payable in lawful money of the United States to the registered holder of the Notes, Cede & Co., as nominee of The Depository Trust Company ("DTC") in New York, New York. See "THE NOTES - Book-Entry-Only System."

Redemption Provisions

Optional Redemption. The Notes maturing on and after March 1, 2004, may be redeemed at the option of the Commission on any date on or after March 1, 2003, in whole or in part, and if in part in such order of maturity as may be determined by the Commission (less than all of a single maturity to be selected by lot in such manner as the Trustee may determine), at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued interest to the date of redemption.

Notice of Redemption. At least thirty (30) days but not more than forty five (45) days before the date fixed for redemption of any Notes, the Paying Agent shall cause a notice of redemption to be mailed, by regular United States first class mail, postage prepaid, to all owners of Notes to be redeemed in whole or in part at their registered addresses. Failure to mail any notice or any defect therein in respect of any Note shall not affect the validity of the redemption of any other Note. Such redemption notice shall set forth the details with respect to the redemption. The notice of redemption shall identify the Notes to be redeemed (and in the case of a partial redemption, the principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall also state that on the date fixed for redemption the Notes called for redemption will be payable at the principal corporate trust office of the Paying Agent and that from that date interest on such Notes will cease to accrue.

Notwithstanding the foregoing, so long as any Notes are outstanding in book-entry form, the operational arrangements of DTC (the "DTC Operational Arrangements") shall govern. See "THE NOTES - Book-Entry-Only System" below.

Book-Entry-Only System

General. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Note certificate will be issued for each maturity of the Notes, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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 § 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 the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' 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 Notes 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 the Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Notes 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 Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes 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 Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the Notes. Under its usual procedures, DTC mails an Omnibus Proxy to the Commission 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 Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Notes will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the 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 the 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 Trustee, or the Commission, 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 Commission or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to the Commission or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Note certificates are required to be printed and delivered.

The Commission may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered.

DTC Year 2000 Efforts. DTC management is aware that some computer applications, systems, and the like for processing data ("Systems") that are dependent upon calendar dates, including date before, on, and after January 1, 2000, may encounter "Year 2000 problems." DTC has informed its Participants and other members of the financial community (the "Industry") that it has developed and is implementing a program so that its Systems, as the same relate to the timely payment of distributions (including principal and income payments to security holders, book-entry deliveries, and settlement of trades within DTC ("DTC Services")), continue to function appropriately. This program includes a technical assessment and a remediation plan each of which is complete. Additionally, DTC's plan includes a testing phase, which is expected to be completed within appropriate time frames.

However, DTC's ability to perform properly its services is also dependent upon other parties, including but not limited to issuers and their agents, as well as third party vendors from whom DTC licenses software and hardware, and third party vendors on whom DTC relies for information or the provision of services, including telecommunication and electrical utility service providers, among others. DTC has informed the Industry that is contracting (and will continue to contract) third party vendors from whom DTC acquires services to (i) impress upon them the importance of such services being Year 2000 compliant; and (ii) determining the extent of their efforts for Year 2000 remediation (and, as appropriate,

testing) of their services. In addition, DTC is in the process of developing such contingency plans as it deems appropriate.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Commission believes to be reliable, but the Commission takes no responsibility for the accuracy thereof.

Authorization

The General Assembly of the Commonwealth of Kentucky (the "General Assembly") enacted the Act at its Extraordinary Session in May, 1997. The Act was codified at Section 56.860 *et seq.* of the Kentucky Revised Statutes. The Commission held its initial meeting on June 18, 1997. The Commission, at a meeting on March 4, 1999 adopted the Resolution, which (i) authorized the Indenture, (ii) authorized and approved the issuance of not to exceed \$52,000,000 in outstanding principal amount of Notes, subject to approval by a representative of OFMEA acting as authorized officer of the Commission (the "Authorized Officer") and (iii) directed the preparation and distribution of this Official Statement. Issuance and delivery of the Notes will be further authorized by a Certificate of Award issued under the Indenture.

The State Property and Buildings Commission ("SPBC") of the Commonwealth also has approved the issuance of the Notes.

SECURITY FOR THE NOTES

General

The Notes and any interest due thereon are payable solely and only from a special fund created under the Indenture and defined therein as the Note Payment Fund (the "Note Payment Fund"), into which payments received from the Commonwealth of Kentucky Finance and Administration Cabinet (the "Cabinet") arising under the Financing Agreement between the Commission and the Cabinet are to be deposited.

Under the provisions of the Constitution of the Commonwealth, the Cabinet is prohibited from entering into financing obligations extending beyond the biennial budget. Notwithstanding the foregoing, the Financing Agreement will be automatically renewed unless written notice of the election by the Cabinet to not so renew is given to the Commission by the last business day of May prior to the beginning of the next succeeding biennial renewal term.

The Kentucky General Assembly has appropriated to the Cabinet, amounts projected to be sufficient to meet principal and interest requirements on the Notes through June 30, 2000. Such appropriations are subject to the discretion and approval of each successive regular or extraordinary session of the General Assembly of the Commonwealth. There can be no assurance that (i) any such appropriation will be forthcoming in future sessions or (ii) that the Governor, in the performance of his

or her obligation to balance the Commonwealth's annual budget, will not reduce or eliminate such appropriations.

The Notes are also secured by certain other funds and accounts pledged therefor and described herein. The Commission may issue Additional Notes on a parity basis with the Notes under the circumstances outlined in the Indenture. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE FINANCING AGREEMENT" herein.

THE NOTES ARE SPECIAL OBLIGATIONS OF THE COMMISSION AND DO NOT CONSTITUTE A DEBT OR OBLIGATION OF THE COMMONWEALTH, THE COMMISSION, OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE COMMONWEALTH WITHIN THE MEANING OF THE CONSTITUTION OR STATUTES OF THE COMMONWEALTH, AND NEITHER THE FAITH OR CREDIT, NOR THE TAXING POWER OF ANY OF THE FOREGOING ARE PLEDGED TO THE PAYMENT OF PRINCIPAL OF OR INTEREST ON THE NOTES.

PLAN OF FINANCE

The proceeds of the Notes will be used by the Commission to (i) pay the costs of the Project and (ii) pay costs of issuance of the Notes.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds are to be applied as follows:

Sources

Par Amount of Notes	\$49,195,000.00
Original Issue Discount on the Notes	(29,006.40)
Accrued Interest	<u>85,206.78</u>
Total Sources	<u><u>\$49,251,200.38</u></u>

Uses

Deposit to Project Fund	\$48,843,300.00
Deposit to Cost of Issuance Fund	67,948.15
Underwriters' Discount	254,745.45
Accrued Interest	<u>85,206.78</u>
Total Uses	<u><u>\$49,251,200.38</u></u>

THE PROJECT

The Project consists of acquisition of research equipment and other equipment for the benefit of institutions of higher education of the Commonwealth, as further described below (the "Project"). The Commission will lease all of the Project to the Cabinet pursuant to the Financing Agreement. The Cabinet will sublease the Project to the Council on Post-Secondary Education ("CPE"). The CPE will oversee the acquisition of the research equipment and other equipment to and for the benefit of the University of Kentucky, the University of Louisville, the Kentucky Community and Technical College System and the Commonwealth Virtual University/Commonwealth Virtual Library. Listed below are the respective authorized projects which collectively constitute the Project.

Research and Laboratory Equipment Replacement for the University of Kentucky and the University of Louisville

The Postsecondary Education Reform Act of 1997 set as goals the achievement of nationally recognized research programs at the University of Kentucky and the University of Louisville. The General Assembly has approved the expenditure of \$26,250,000 for acquisition and upgrading of research and laboratory equipment for these institutions.

Equipment for the Commonwealth Virtual University/Commonwealth Virtual Library

The Commonwealth Virtual University/Commonwealth Virtual Library ("CVU") is part of the CPE. The Postsecondary Education Improvement Act of 1997 makes student access through both traditional physical and electronic means a high priority. Implementation of this priority requires that access be reviewed from an electronic perspective to ensure that the appropriate educational support services are available to provide the greatest possible educational opportunity. The CPE is developing the CVU concept in order to provide the necessary infrastructure for access. The General Assembly has approved \$30,000,000 in expenditures in regard to the CVU. Specific projects include computer hardware and software, routing and switching equipment and satellite uplinks and related equipment to provide access to Kentucky's postsecondary educational institutions.

Equipment for the Kentucky Community and Technical College System

The General Assembly has approved a total of \$13,500,000 in expenditures for the benefit of the Kentucky Community and Technical College System ("KCTCS") of which \$3,200,000 in expenditures is to be funded through issuance of the Notes. The scope of this project includes software and hardware for a student records system, a financial resource system and a human resource system, installation of the communications backbone infrastructure for KCTCS facilities, and the services required for implementation of the systems.

THE KENTUCKY ASSET/LIABILITY COMMISSION

General Information

The Act created the Kentucky Asset/Liability Commission, which is composed of five members, each serving in an ex officio capacity. The members are as follows: the Secretary of the Finance and Administration Cabinet, who acts as Chairperson; the Attorney General; the State Treasurer; the Secretary of the Revenue Cabinet and the State Budget Director. The Secretary to the Commission is the Executive Director of OFMEA.

The current members of the Commission are as follows:

John McCarty	Secretary of the Finance and Administration Cabinet, Chairperson
Sarah Jane Schaaf	Secretary of the Revenue Cabinet
A. B. Chandler, III	Attorney General
John K. Hamilton	State Treasurer
Crit Luallen	State Budget Director

The Commission was created by the General Assembly to develop policies and strategies to minimize the impact of fluctuating interest rates on the Commonwealth's interest-sensitive assets and interest-sensitive liabilities. The Commission is authorized to issue tax and revenue anticipation notes, project notes and funding notes. Tax and revenue anticipation notes are to be used for the purpose of providing monies to discharge expenditure demands in anticipation of revenues and taxes to be collected during the fiscal year. Project notes are to be used for authorized projects upon request of the Finance and Administration Cabinet, to be repaid through financing agreements or alternative agreements. Funding notes are to be used for the purpose of funding judgments against the Commonwealth or any state agency. OFMEA, which is in the Finance and Administration Cabinet, serves as staff to the Commission.

Other Personnel of the Commission

Gordon L. Mullis, Jr. is the Secretary of the Commission. Mr Mullis is also the Executive Director of OFMEA. From October 1991 to August 1993 Mr. Mullis served as the Deputy Executive Director of Kentucky Educational Television ("KET"). Mr. Mullis was responsible for the administration and support, budgeting, personnel and operations and technology at KET. Mr. Mullis has 24 years of experience in state government. Prior to joining KET, Mr. Mullis was the Deputy Executive Director of OFMEA. Mr. Mullis has a Masters of Business Administration and a Bachelor of Psychology from the University of Kentucky.

F. Thomas Howard is the Deputy Executive Director of OFMEA and has served in that capacity since April 1993. Previously, Mr. Howard served for over two years as the state's investment portfolio manager. Since 1983, Mr. Howard has had extensive experience in money management for individuals and institutions, both public and private. Mr. Howard holds a Bachelor of Business Administration with a concentration in Finance from the University of Kentucky.

Brett L. Antle, is a Certified Public Accountant and a financial analyst for OFMEA. Mr. Antle has served in this capacity since November 1996. Previously, Mr. Antle served as an accounting supervisor in the Commonwealth's Office of the Controller, and has a total of seven years of financial management experience in state government. Mr. Antle holds a Bachelor of Science Degree in Accounting from the University of Kentucky.

Terri Fugate, is a financial analyst for OFMEA. Ms. Fugate, a certified public accountant, has served as OFMEA's debt accountant since 1993. She has worked for the Auditor of Public Accounts and has 13 years experience in state government. Ms. Fugate holds a Bachelor of Arts degree from Western Kentucky University.

Prior and Current Financings of the Commission.

General. The Commission has issued and has outstanding several different types of obligations. Each type of obligation, described below, is secured by the trust indenture to which such type of obligation relates, and holders of notes issued under a particular trust indenture do not have any claim on the pledged receipts of the Commission arising under another trust indenture.

For example, the holders of the Notes do not have a claim against the moneys pledged under the trust indenture related to the First General Fund Project Notes (defined below), the moneys pledged under the trust indenture related to the Project Notes, Agency Fund Series (defined below) or to the moneys pledged under the trust indenture related to the Tax and Revenue Anticipation Notes. The indentures for particular types of notes issued by the Commission generally allow the issuance of additional notes on parity with the outstanding notes of the same type. The Commission's outstanding obligations are described below.

Project Notes, General Fund Series. The Notes are the third issue of project notes for General Fund-supported capital projects to be issued by the Commission. The Commission in January 1998 authorized the issuance of \$157,000,000 of Project Notes, 1998 General Fund Series (the "First General Fund Project Notes"), in a series of tranches beginning on the date of issuance and ending on or before June 30, 2001. The First General Fund Project Notes are payable from a direct pay letter of credit and from payments to be received by the Commission under a financing/lease agreement. These payments are ultimately dependent upon General Fund appropriations by the General Assembly of the Commonwealth. As of February 26, 1999, \$100,216,000 in principal amount of the First General Fund Project Notes have been issued and \$95,000,000 of such notes are outstanding.

The Commission in November 1998 issued \$126,500,000 of Project Notes, 1998 General Fund Second Series A (the "Second General Fund Project Notes") maturing November 1, 1999. The Second General Fund Project Notes are payable from payments to be received by the Commission under a financing/lease agreement, which payments are ultimately dependent upon General Fund appropriations by the General Assembly of the Commonwealth.

Project Notes, Agency Fund Series. The Commission in September, 1998 authorized the issuance of \$110,000,000 of Project Notes, 1998 Agency Fund Series (the "First Agency Fund Project Notes"), in a series of tranches beginning on the date of issuance and ending on or before June 30, 2002. The First Agency Fund Project Notes are payable from a direct pay letter of credit and from payments to be received by the Commission under a financing/lease agreement. These payments are ultimately dependent upon Agency Fund appropriations by the General Assembly of the Commonwealth. To date, \$25,260,000 in principal amount of the First Agency Fund Project Notes have been issued and are outstanding.

General Fund Tax and Revenue Anticipation Notes. The Commission has issued three issues of General Fund Tax and Revenue Anticipation Notes ("TRANs"), of which one issue has been retired and two issues are outstanding. The Commission on July 1, 1998 issued \$200,000,000 of TRANs and on September 17, 1998 issued \$100,200,000 of TRANs. Both of the 1998 issues of TRANs are outstanding and mature on June 25, 1999. The 1998 TRANs are payable from taxes and certain revenues collected by the Commonwealth in Fiscal Year 1999.

THE FINANCE AND ADMINISTRATION CABINET

The Finance and Administration Cabinet, created and governed by the provisions of KRS 12.020 and KRS 42.011, is a statutory administrative organization of the Commonwealth headed by the Secretary of the Cabinet, who is appointed by the Governor. The Secretary of the Cabinet is the chief financial officer of the Commonwealth.

The functions of the Cabinet include, *inter alia*, (1) coordination and supervision of the fiscal affairs and fiscal procedures of the Commonwealth; (2) accounting, fiscal reporting and auditing of the Commonwealth accounts; (3) purchasing, storekeeping and control of property and stores; (4) maintenance and operation of public buildings, except those provided for the exclusive use of one

agency; (5) provision of administrative services of a financial nature to other agencies of Commonwealth government; (6) estimation and analysis of state revenue; (7) investment and management of all Commonwealth funds excluding pension funds; and (8) oversight of the issuance and management of all debt incurred in the name of the Commonwealth or any agency thereof.

THE COUNCIL ON POSTSECONDARY EDUCATION

The Council on Postsecondary Education, created and governed by the provisions of KRS 164.011, is an agency, instrumentality and political subdivision of the Commonwealth. It is composed of the commissioner of education, a faculty member, a student member and 13 citizen members appointed by the Governor. Its work involves coordinating the change and improvement of Kentucky postsecondary education. It is responsible for general planning and oversight of a system that includes the eight universities of the Commonwealth and the Kentucky Community and Technical College System. Further information may be obtained over the Internet from the CPE website, <http://www.cpe.state.ky.us>.

POSTSECONDARY EDUCATIONAL INSTITUTIONS FOR WHICH EQUIPMENT WILL BE ACQUIRED WITH NOTE PROCEEDS

Proceeds of the Notes are to be used to acquire specific equipment for the benefit of the postsecondary educational institutions described below.

University of Kentucky. The University of Kentucky was established in 1865 and is located in Lexington. The University of Kentucky University System serves as the principal graduate degree granting institution in the Commonwealth's system of higher education for statewide instruction, research and public service programs in all fields without geographic limitation.

These primary functions, (1) instruction - the dissemination of knowledge, (2) research - the creation of knowledge, (3) public service - the application of knowledge, and the scope of programs conducted in each functional area are defined by statute. KRS 164.125 authorizes the University of Kentucky to offer baccalaureate, professional, master's, specialist, doctoral and postdoctoral programs and to conduct joint doctoral programs in cooperation with other institutions. It designates the University of Kentucky as the Commonwealth's principal institution to conduct statewide research and service programs.

As one of the Commonwealth's land-grant institutions, the University is recognized for its federal and state charge as a public service agency for agriculture. There are innumerable other components in the public service program, many of which are mandated by Kentucky's statutory provisions or otherwise supported directly by the Commonwealth. Through its public service programs, the University disseminates new knowledge for the welfare and benefit of the citizens of the Commonwealth.

The University of Kentucky is organized into sixteen colleges and graduate schools plus extension programs, and also operates the Lexington Community College.

University of Louisville. The University of Louisville is a metropolitan university which has had close historical and legal ties with the City of Louisville and Jefferson County, Kentucky. The University was founded in 1798 as Jefferson Seminary, later known as Louisville College, and in 1846 became the University of Louisville by legislative charter. The University became a member of Kentucky's public higher education system on July 1, 1970, and amended its charter to reflect its status as a state institution. The University is located on three campuses in Jefferson County, Kentucky which, combined, cover over 667 acres of land.

The University of Louisville has established as independent components the following divisions: the College of Arts and Sciences, the Graduate School, the School of Dentistry, the Speed Scientific School, the Division of Transitional Studies, the School of Music, the School of Nursing, the College of Business and Public Administration, Continuing Studies, the School of Medicine, the School of Law, the School of Education, the Kent School of Social Work and the School of Allied Health Sciences.

The mission statement of the University of Louisville provides that the University shall serve as Kentucky's urban/metropolitan university and shall serve the specific educational, intellectual, cultural, services and research needs of the greater Louisville region. The University has a special obligation to serve the needs of a diverse population, including many ethnic minorities, placebound, part-time and nontraditional students.

Kentucky Community and Technical College System. The Kentucky Community and Technical College System ("KCTCS") was created by House Bill 1, the Kentucky Postsecondary Education Improvement Act of 1997, of the First Extraordinary Session of 1997 of the Kentucky General Assembly. The KCTCS includes the Commonwealth's 25 postsecondary technical education institutions and 13 community colleges. Prior to House Bill 1, the Community College System was governed and administered by the University of Kentucky (UK) and the Technical Institutions were governed and administered by the Cabinet for Workforce Development. The effective date of delegation of governance of the Community College System from UK to the KCTCS was January 14, 1998. The effective date of transfer of governance of the technical institutions from the Workforce Development Cabinet to the KCTCS was July 1, 1998. The KCTCS provides postsecondary education and training at the diploma, associate degree, technical degree and certificate levels. Students can transfer credits easily from one institution to another within the system.

KCTCS gives access to two-year general studies programs for students who plan to transfer to a university or technical career program. Remedial adult education and continuing education credits can also be achieved through the system.

KCTCS also provides short-term customized training for business and industry, adult basic education and remedial education, and other services associated with comprehensive community and technical colleges.

THE COMMONWEALTH

The Commonwealth of Kentucky, nicknamed the Bluegrass State, was the first state west of the Alleghenys to be settled by pioneers. Kentucky is bounded by the Ohio River to the north and the Mississippi River to the west, and is bordered by the States of Illinois, Indiana, Ohio, West Virginia, Tennessee, Missouri and the Commonwealth of Virginia.

The Commonwealth's economy in many ways resembles a scaled-down version of the U.S. economy in its diversity. The Kentucky economy, once dominated by coal, horses, bourbon and tobacco has become a diversified modern economy including manufacturing of industrial machinery, automobiles and automobile parts, consumer appliances, and nondurable goods such as apparel. In addition, Kentucky's nonmanufacturing industries have grown considerably in recent years, with strong gains in air transportation, health and business services, and retail trade. The Commonwealth's parks, horse breeding and racing industry, symbolized by the Kentucky Derby, play an important role in expanding the tourism industry in the Commonwealth.

Financial Information Regarding the Commonwealth

Information regarding debt issuing authorities of the Commonwealth is included in Exhibit A hereto.

A discussion of historical General Fund revenues and expenditures for each of Fiscal Years 1996, 1997 and 1998 is set forth below. The information presented in the discussion of historical General Fund revenues and expenditures for each of Fiscal Years 1996, 1997 and 1998 is drawn from *The Kentucky Comprehensive Annual Financial Report* for each of such Fiscal Years. The Commonwealth annually publishes *The Kentucky Comprehensive Annual Financial Report* with respect to the Fiscal Year of the Commonwealth most recently ended. *The Kentucky Comprehensive Annual Financial Report* includes certain financial statements of the Commonwealth as well as general financial information pertaining to the Accounting System and Budgetary Controls, General Fund Condition-Budgetary Basis, General Governmental Functions-GAAP Basis, Debt Administration, Cash Management, Risk Management and Funds. In addition, the Notes to Combined Financial Statements as set forth in *The Kentucky Comprehensive Annual Financial Report* contain information regarding the basis of preparation of the Commonwealth's financial statements, Funds and Pension Plans. The "Statistical Section" of *The Kentucky Comprehensive Annual Financial Report* includes information on Commonwealth revenue sources, Commonwealth expenditures by function, taxes and tax sources, taxable property, assessed and estimated values, property tax levies and collections, demographic statistics (population, per capita income and unemployment rate), construction and bank deposits, sources of personal income and largest Commonwealth manufacturers.

Certain Financial Information Incorporated by Reference; Availability from NRMSIRs and the Commonwealth

The Kentucky Comprehensive Annual Financial Report for Fiscal Year 1998 is incorporated herein by reference. The Commonwealth has filed *The Kentucky Comprehensive Annual Financial Report* for Fiscal Year 1998 with the following Nationally Recognized Municipal Securities Information Repositories ("NRMSIRs") in accordance with SEC Rule 15c2-12;

- (i) Bloomberg LP
100 Business Park Drive
Skillman, New Jersey 08558
Internet: munis@bloomberg.com
Tel: (609) 279-3200
Fax: (609) 279-5962
- (ii) DPC Data Inc.
One Executive Drive
Fort Lee, New Jersey 07024
Internet: nrmsir@dpcdata.com
Tel: (201) 346-0701
Fax: (201) 947-0107
- (iii) Kenny Information Systems
Attn: Kenny Repository Systems Inc.
96 Broadway, 16th Floor
New York, New York 10006
Internet: <http://www.bluelist.com>
Tel: (212) 770-4595
Fax: (212) 797-7994
- (iv) Thomson NRMSIR
Attn: Municipal Disclosure
395 Hudson Street, 3rd Floor
New York, New York 10014
Internet: disclosure@muller.com
Tel: (212) 807-5001
Fax: (212) 989-2078

A copy of *The Kentucky Comprehensive Annual Financial Report* for Fiscal Year 1998 may be obtained from the NRMSIRs or from the Office of Financial Management and Economic Analysis, 702 Capitol Avenue, Suite 261, Frankfort, Kentucky 40601 (502) 564-2924. Additionally, *The Kentucky Comprehensive Annual Financial Report* for Fiscal Year 1998 can be found on the Internet at <http://www.state.ky.us/agencies/finance/manuals/tax/cafr.htm>.

The Commission will enter into a Continuing Disclosure Agreement in order to enable the purchaser of the Bonds to comply with the provisions of Rule 15c2-12. See "CONTINUING DISCLOSURE AGREEMENT." In addition, ongoing financial disclosure regarding the Commonwealth will be available through the filing by the Commonwealth of two documents entitled *The Kentucky Comprehensive Annual Financial Report* and *Supplemental Information to the Kentucky Comprehensive Annual Financial Report* (or successor reports) with the NRMSIRs as required under Rule 15c2-12.

Fiscal Year 1996

General Fund revenue on a budgetary basis for 1996 was \$5.38 billion, an increase of 3.8% over 1995. This amount included \$5.34 billion in tax and non-tax receipts, and \$47.27 million of Operating Transfers In. Taxes represented 94.5% of all General Fund revenue collected during the period.

General Fund expenditures on a budgetary basis for 1996 totaled \$5.29 billion, including Operating Transfers Out of \$330.90 million. During 1996, expenditures increased by 4.5% and transfers increased by 26.2% compared to 1995. The general government function included \$698.56 million of expenditures and \$6.34 million of transfers for the eight State supported universities, which together amounted to 13.3% of the General Fund total.

The General Fund had a 1996 budgetary undesignated fund balance of \$223,427,568. This was a decrease of \$37,580,254 when compared to the 1995 year-end budgetary undesignated fund balance of \$261,007,822. In addition, the Kentucky General Assembly made the Budget Reserve Trust Fund a statutory account of the Commonwealth, and in November 1995 an additional \$100 million was appropriated to the Budget Reserve Trust Fund, bringing the balance to \$200 million.

Revenues for general governmental functions on a GAAP basis totaled \$10.31 billion for 1996, an increase of 3.9% over the amount recognized during 1995.

1996 Governmental Funds Revenue was \$386.0 million higher than in 1995. Higher Tax and Intergovernmental receipts account for 77.6% of the increase. Sales and Gross Receipts, Individual Income, Property, Severance, and Inheritance and Estate Taxes grew by a combined \$282.1 million, but were offset by Corporate Income, License and Privilege, and Miscellaneous Taxes, which fell by a combined \$70.5 million. Federal Fund receipts from the United States government went up \$59.9 million. Receipts from other governments rose by a combined \$3.3 million in General, Transportation, and Other Special Revenue Fund. Capital Projects Fund grant receipts increased by \$30.9 million compared to 1995.

Expenditures, excluding transfers, for general governmental functions on a GAAP basis totaled \$9.47 billion for 1996, an increase of 3.2% compared to 1995.

1996 Governmental Funds Expenditures were \$295.4 million higher than in 1995. Significant growth categories included: \$53.8 million more for highways in the Transportation Fund; an additional \$45.1 million for General Government Judgments and contingent liabilities in the General Fund; and a

\$30.5 million rise in combined General Fund personal services costs for the Education, Arts and Humanities Cabinet and Workforce Development Cabinet.

Ending fund balances for all governmental fund types increased 12.0%, from \$2.07 billion as restated for 1995, to \$2.32 billion in 1996. Of these totals, unreserved fund balances increased 6.4%, from \$1.19 billion as restated at June 30, 1995, to \$1.27 billion at June 30, 1996.

During 1996, general depository cash in excess of daily requirements and not required for immediate expenditure was invested in eligible securities. Investment income from those securities for 1996, excluding that from pension trust funds, was \$109,807,323, a 12.5% decrease compared to 1995.

Fiscal Year 1997

General Fund revenue on a budgetary basis for 1997 was \$5.68 billion, an increase of 5.6% over 1996. This amount included \$5.66 billion in tax and non-tax receipts, and \$20.55 million of Operating Transfers In. Taxes represented 95.0% of all General Fund revenue collected during the period.

General Fund expenditures on a budgetary basis for 1997 totaled \$5.65 billion, including Operating Transfers Out of \$447.62 million. During 1997, expenditures increased by 5.0% and transfers increased by 35.3% compared to 1996. The general government function included \$724.65 million of expenditures and \$8.46 million of transfers for the eight State supported universities, which together amounted to 13.0% of the General Fund total.

The General Fund had a 1997 budgetary undesignated fund balance of \$284,116,626. This was an increase of \$60,689,058 when compared to the 1996 year-end budgetary undesignated fund balance of \$223,427,568. In addition, the balance of the Budget Reserve Trust Fund was maintained at \$200 million.

Revenue for general governmental functions totaled \$10.94 billion for 1997, an increase of 6.0% over the amount recognized during 1996.

1997 Governmental Funds Revenue was \$623.1 million higher than in 1996. Higher Tax and Intergovernmental receipts account for 90.2% of the increase. All eight major tax sources, primarily in the General Fund, went up \$331.6 million. Intergovernmental revenue rose \$230.4 million on the strength of \$245.2 million more in Federal Fund receipts from the United States government. Other revenues improved 44.7%, due to a \$26.3 million increase in the Other Special Revenue Fund and a \$23.6 million improvement in the Agency Revenue Fund. Charges for Services went down 5.3% during the period, mainly because of a \$19.9 million drop in Agency Revenue Fund receipts.

Expenditures, excluding transfers, for general governmental functions on a GAAP basis totaled \$10.16 billion for 1997, an increase of 7.2% compared to 1996.

1997 Governmental Funds Expenditures were \$686.3 million higher than in 1996. Human services provided by the Cabinet for Families and Children and the Health Services Cabinet went up

\$400.7 million. Education and Humanities function costs rose \$114.4 million, due primarily to \$100.9 million more in General Fund grants and subsidies awarded by the Department of Education. Capital Outlay was up 25.9%, including \$27.4 million more in Capital Projects Fund expenditures on the Commerce Function offset by various decreases.

Ending fund balances for all governmental fund types decreased 3.3%, from \$2.32 billion as restated for 1996, to \$2.24 billion in 1997. Of these totals, unreserved fund balances decreased 3.9%, from \$1.25 billion as restated at June 30, 1996, to \$1.20 billion at June 30, 1997.

During 1997, general depository cash in excess of daily requirements and not required for immediate expenditure was invested in eligible investments. Investment income from those securities for 1997, excluding that from pension trust funds, was \$152,327,757, a 38.7% increase compared to 1996.

Fiscal Year 1998

General Fund revenue on a budgetary basis for 1998 was \$6.15 billion, an increase of 8.2% over 1997. This amount includes \$6.01 billion in tax and non-tax receipts, and \$138.42 million of Operating Transfers In. Taxes represented 92.9% of all General Fund revenue collected during the period.

General Fund expenditures on a budgetary basis for 1998 totaled \$5.96 billion, including Operating Transfers Out of \$341.04 million. During 1998, expenditures increased by 8.0% and transfers decreased by 23.8% compared to 1997. The general government function includes \$767.68 million of expenditures and \$7.15 million of transfers for the eight State supported universities, which together amount to 13.0% of the General Fund total.

The General Fund had a 1998 budgetary undesignated fund balance of \$356,015,465. This is an increase of \$71,898,839 over the 1997 year-end budgetary undesignated fund balance of \$284,116,626.

Revenue for general governmental functions totaled \$11.60 billion for 1998, an increase of 6.1% over the amount recognized during 1997.

1998 Governmental Funds Revenue was \$662.7 million over 1997. Higher Tax and Intergovernmental receipts account for 85.9% of the increase. Seven of eight tax sources, primarily in the General Fund, went up \$420.1 million but were offset by a \$35.4 million decline in Property Tax receipts. Intergovernmental revenue rose \$184.4 million on the strength of \$198.2 million more in Federal Fund receipts from the United States government. Interest and Investment income improved 23.2% almost entirely due to a \$33.4 million increase in earnings deposited in the General Fund. Revenue from Fines and Forfeits fell by 2.6% because collections dropped \$1.6 million in the Agency Revenue Fund and \$1.0 million in the Other Special Revenue Fund while raising \$1.4 million in the General Fund.

Expenditures, excluding transfers, for general governmental functions on a GAAP basis totaled \$10.64 billion for 1998, an increase of 4.9% compared to 1997.

1998 Governmental Funds Expenditures were \$496.7 million over 1997. Education and Humanities function costs rose \$110.9 million, due primarily to \$70.7 million more in General Fund grants and subsidies awarded by the Department of Education. Capital Outlay was up 35.5%, based primarily on \$30.6 million more in Capital Projects Fund expenditures in the Commerce Function. Debt Service rose by \$105.9 million due almost totally to \$50.1 million in additional scheduled principal retirement and \$60.0 million more in interest offset by a \$4.1 million drop in other expenditures, all in the Debt Service Fund.

Ending fund balances for all governmental fund types increased 21.2% from \$2.25 billion as restated for 1997, to \$2.73 billion in 1998. Of these totals, unreserved fund balances increased 29.9%, from \$1.17 billion as restated at June 30, 1997, to \$1.52 billion at June 30, 1998.

During 1998, Kentucky issued revenue bonds totaling \$211,335,121 for general governmental functions which are supported by governmental fund appropriations. \$184,720,414 defeased existing debt and funded related reserve accounts. The remaining \$26,614,707 funded new projects. All issues sold during 1998 received a rating of "A" or higher by the major rating services. At June 30, 1998, total principal outstanding for revenue bonds paid from governmental fund appropriations was \$2,833,433,371.

Investment Policy

The Commonwealth's investments are governed by KRS 42.500 and KAR Title 200 Chapter 14. The State Investment Commission, comprised of the Governor, Treasurer, Secretary of the Finance and Administration Cabinet, and gubernatorial appointees of the Community Independent Banker's Association and Kentucky Banker's Association, is charged with oversight of the Commonwealth's investment activities. The Commission is required to meet at least quarterly, and delegates day to day investment management to the Office of Financial Management and Economic Analysis.

At December 31, 1998, the Commonwealth's operating portfolio was approximately \$3.2 billion in cash and securities. The composition of investments was as follows: U.S. treasury securities (19%), securities issued by agencies, corporations and instrumentalities of the United States Government (44%), repurchase agreements collateralized at 102% by the aforementioned (19%), U.S. dollar denominated corporate securities rated A or higher by a nationally recognized rating agency (10%), municipal securities rated A or higher by Standard & Poor's or Moody's (4%), money market securities rated A1-P1 or higher by Standard & Poor's or Moody's (1%), and asset backed securities rated in the highest category by nationally recognized rating agency (3%). Money market securities, including Bankers' Acceptances, Commercial Paper and Certificates of Deposit, are limited to 20% of the total portfolio and \$25 million per issuer. The total return for Fiscal Year 1998 was 5.97% and 6.45% for Fiscal Year 1999 year-to-date. The portfolio has a modified duration of approximately 1.24 years. The Commonwealth's investments are marked to market daily.

During Fiscal Year 1998, general depository cash in excess of daily requirements and not required for immediate expenditure was invested in the above-described securities, as well as securities issued by the Commonwealth of Kentucky. Investment income for Fiscal Year 1998, excluding that from pension trust funds, was \$211.1 million.

The Commonwealth's investments are categorized into four investment pools: Short-Term, Long-Term, Intermediate, and U.S. Bond Proceeds Pools. The purpose of these pools is to provide economies of scale that enhance yield, ease administration and increase accountability and control. The Short-Term Pool consists primarily of General Fund cash balances and provides liquidity to the remaining pools. The Long-Term Pool invests the Budget Reserve Trust Fund account and other funds deemed appropriate for the pool where liquidity is not a serious concern. The Intermediate Pool represents Agency Fund investments, state held component unit funds and fiduciary fund accounts held for the benefit of others by the state. The Bond Proceeds Pool invests in U.S. Treasury and Agency obligations. Capital Construction bond proceeds are deposited into the Bond Proceeds Pool until expended for their intended purpose.

The Commonwealth engages in selective derivative transactions. These transactions are entered into only with an abundance of caution and for specific hedge applications to minimize yield volatility in the portfolio. The State Investment Commission expressly prohibits the use of margin or other leveraging techniques. The Commonwealth executes a variety of transactions which may be considered derivative transactions, including: over-the-counter treasury options, the securities lending program, fixed receiver interest rate swaps, and most recently the purchase of mortgage backed securities, and collateralized mortgage obligations.

The Commonwealth has used over-the-counter treasury options since the mid-1980s to hedge and add value to the portfolio of treasury securities. These transactions involve the purchase and sale of put and call options on a covered basis, holding either cash or securities sufficient to meet the obligation should it be exercised. The State Investment Commission limits the total option commitment to no more than 20% of the total portfolio of treasury and agency securities. Historically, this commitment has been less than 10% of the portfolio.

The Commonwealth has had a securities lending program since the mid-1980s. The state reverses its treasury and agency securities in exchange for 102% of eligible collateral pursuant to KRS 42.500, marked to market daily. Currently, the Commonwealth receives a guaranteed 7.5 basis points of the average market value of securities in the program.

The Commonwealth has also engaged in an asset-based interest rate swap to better match its assets and liabilities and to stabilize the volatility of interest income. These transactions have required the Commonwealth to pay a floating rate in exchange for a fixed rate over a specific period of time. On September 28, 1995, the State Investment Commission adopted resolution 95-03, which re-authorized interest rate swap transactions in a notional amount not to exceed \$200 million outstanding, using the International Swap Dealers Association, Inc. Master Agreement and

applicable appendices. Currently, the Commonwealth has one \$50 million notional amount fixed rate receiver swap transaction outstanding, which has a final maturity of July 9, 1999.

House Bill 5 of the First Extraordinary Session of 1997 was enacted on May 30, 1997. The bill amended KRS 42.500 to authorize the purchase of additional securities with excess funds available for investment. The new classes of securities include: United States dollar denominated corporate, Yankee and Eurodollar securities, issued by foreign and domestic issuers, including sovereign and supranatural governments, rated in one of the three highest categories by a nationally recognized rating agency, and asset backed securities rated in the highest category by a nationally recognized rating agency.

On June 18, 1997, the Kentucky Investment Commission adopted policies and procedures to govern the purchase of the new authorized securities. The new asset classes will be limited to 25% of the assets of any investment pool. Corporate securities, inclusive of Commercial Paper, Banker's Acceptances and Certificates of Deposit are limited to \$25 million per issuer. Asset Backed Securities are limited to a stated final maturity of 10 years or less and must have a weighted-average-life of not more than 4 years. The Commission also adopted policies and procedures regarding the investment of funds in United States Agency Mortgage Backed Securities ("MBS") and Collateralized Mortgage Obligations ("CMO"). MBS and CMO are limited to a maximum of 25% of any investment pool. MBS are limited to a stated final maturity of 10 years or less with a weighted-average-life of 4 years or less. CMO are subject to the guidelines established by the Federal Financial Institutions Examination Council for CMO security purchases for regulated financial institutions. CMO are further limited to a weighted-average-life 4 years or less.

Year 2000 Compliance

The Commonwealth of Kentucky has been aware since early 1994 of the technology problems associated with the year 2000. The Commonwealth has assessed the state's mission critical systems, most of which reside on a mainframe computer, as 80% complete. All other systems are 75% complete. These systems have been planned for year 2000 compliance by July 1, 1999. The General Assembly, during the 1998 Regular Session, appropriated \$6,700,000 to a year 2000 "contingency fund." Portions of this fund will be used to contract for third party validation and verification of selected mission critical systems residing on the mainframe computer. The Commonwealth has obtained a contract for specialized consultants to examine the methodology, procedures, work plans and status of the year 2000 compliance project. The consultants have made recommendations and implemented methodologies to ensure that the best practices are in place for compliance. Further information regarding year 2000 compliance by the Commonwealth may be found on the Internet at <http://www.state.ky.us/dis/newdishm>.

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE FINANCING AGREEMENT

Summarized below are certain provisions of the Indenture and Financing Agreement. This summary does not purport to be complete, and is qualified by reference to Indenture and Financing Agreement.

Definitions

Set forth below are the definitions of some of the terms used in this Official Statement, the Indenture and the Financing Agreement, which are not otherwise defined herein. Reference is hereby made to the Indenture and the Financing Agreement for a complete recital of the terms defined therein.

"Act" means Section 56.860 *et seq.* of the Kentucky Revised Statutes, as amended.

"Additional Payments" means the Additional Payments payable under the Financing Agreement.

"Authorized Denominations" shall mean \$5,000 and integral multiples thereof.

"Authorized Officer" means the Executive Director of the Office of Financial Management and Economic Analysis and any other officer, member or employee of the Office of Financial Management and Economic Analysis authorized by a certificate of the Executive Officer to perform the act or sign the document in question, and if there is no such authorization, means the Executive Officer.

"Book-Entry-Only Notes" means Notes which, at the election of the Commission, shall be issued in accordance with the DTC Operational Arrangements.

"Business Day" means any day other than a day on which the Trustee or the Paying Agent is required, or is authorized or not prohibited, by law (including executive orders) to close and is closed.

"Certificate of Award" means the certificate of an Authorized Officer establishing certain terms of the Notes and authorized in the Indenture.

"Code" means the Internal Revenue Code of 1986, as amended, and shall include the Regulations of the United States Department of the Treasury promulgated thereunder.

"Costs of Issuance" means only the costs of issuing Notes as designated by the Commission; including, but not being limited to, the fees and charges of the financial advisors or Underwriter, bond counsel, Trustee, Trustee's counsel, rating agencies, note and official statement printers, and such other fees and expenses normally attendant to an issue of the Notes.

"Cost of Issuance Fund" means the Fund so designated which is established and created by the Indenture.

"Counsel" or "Counsel's Opinion" means an opinion signed by such attorney or firm of attorneys of recognized national standing in the field of law relating to municipal bonds and municipal finance as may be selected by the Commission.

"Electronic Means" means telecopy, telegraph, telex, facsimile transmission or other similar electronic means of communication, including a telephonic communication confirmed by writing or written transmission.

"Eligible Investments" means any investment authorized by Section 42.500 of the Kentucky Revised Statutes, as the same may be amended from time to time.

"Fiduciary" or "Fiduciaries" means the Trustee, any Paying Agent or Agents, or any combination of them, as may be appropriate.

"Financing Agreement" means the Financing Agreement, dated as of March 1, 1999, between the Commission and the Cabinet, by which the Project is leased to the Cabinet, and any amendments or supplements thereto.

"Financing Payments" means Financing Payments payable under the Financing Agreement.

"Fiscal Year" means any period of twelve (12) months commencing July 1 of any year and ending June 30 of the ensuing year.

"Fitch" means Fitch IBCA, Inc.

"Funds and Accounts" means the Cost of Issuance Fund, Note Payment Fund, Project Fund and Rebate Fund established by the Indenture and any account created thereunder.

"Holder", "Noteholder", or "Owner", or any similar term (when used with reference to Notes), means the person in whose name a Note is registered.

"Indenture" or "Trust Indenture" means the Trust Indenture, dated as of March 1, 1999, and entered into between the Commission and the Trustee, as amended or supplemented from time to time.

"Interest Account" means the account by that name in the Note Payment Fund established under the Indenture.

"Interest Payment Date" means each September 1 and March 1 and the date any Notes are redeemed or mature.

"Issue Date" means the date of any Notes issued under the Indenture as determined by the Certificate of Award authorizing such Notes.

"KRS" means the Kentucky Revised Statutes of the Commonwealth of Kentucky as the same are in full force and effect at the date of the adoption of the Indenture, and any future amendments thereof to the extent that the same will not unconstitutionally impair the obligations of contracts created under the provisions of the Indenture.

"Memorandum of Instructions" means a Memorandum of Instructions Regarding Rebate which may be delivered to the Commission and the Trustee at the time of the issuance and delivery of a Series of Notes, as the same may be amended or supplemented in accordance with its terms.

"Moody's" means Moody's Investors Service, Inc.

"Note Payment Fund" means the Fund so designated which is established and created by the Indenture.

"Notes" shall mean the Commission's Project Notes, 1999 General Fund First Series, issued from time to time under the provisions of the Indenture.

"Outstanding" when used with reference to Notes, means, as of any date, all Notes theretofore or then being authenticated and delivered under the Indenture except:

- (a) Notes canceled upon surrender, exchange or transfer or canceled because of payment or redemption at or prior to such date;
- (b) Notes for the payment, redemption or purchase for cancellation of which sufficient moneys have been deposited and credited for the purpose on or prior to that date in the Note Payment Fund (whether upon or prior to the maturity or redemption date of those Notes); provided that if any of those Notes are to be redeemed prior to their maturity, notice of that redemption shall have been given or arrangements satisfactory to the Trustee shall have been made for giving notice of that redemption, or waiver by the affected Noteholders of that notice satisfactory in form to the Trustee shall have been filed with the Trustee, and provided further that if any of those Notes are to be purchased for cancellation a firm offer for sale stating the price shall have been received and accepted;
- (c) Notes which are deemed to have been paid pursuant to the provisions of Article IX of the Indenture or any Notes which are deemed to have been paid pursuant to the provisions of the Indenture; and
- (d) Notes in lieu of which others have been authenticated under the provisions of the Indenture.

"Paying Agent" means any bank or trust company so designated, and its successor or successors hereafter appointed, as paying agent for the Notes in the manner provided in the Indenture.

"Pledged Receipts" shall include:

- (i) all of the Financing Payments and Additional Payments, as defined in the Financing Agreement, to be paid by the Cabinet to the Commission pursuant to the Financing Agreement except for any Financing Payments or Additional Payments payable under the Financing Agreement subsequent to the release of the pledge pursuant to the Indenture; and
- (ii) all interest earned and gains realized on Eligible Investments (a) except for earnings and gains on any investments in the Rebate Fund and (b) unless the Indenture specifically requires such interest earned or gains realized to remain in a particular Fund or Account and does not therefor constitute a Pledged Receipt.

"Project" means the several projects authorized by the Budget Act for which the Sublease has been executed and which are more particularly described in this Official Statement.

"Project Fund" means the Project Fund created by the Indenture.

"Principal Account" means the account by that name in the Note Payment Fund established under the Indenture.

"Rating Service" means Moody's, if Moody's is then rating the Notes, S&P, if S&P is then rating the Notes, and Fitch, if Fitch is then rating the Notes, and their successors and assigns.

"Rebate Fund" means the fund by that name established pursuant to the Indenture.

"Record Date" means the fifteenth day of the month (whether or not a Business Day) next preceding any Interest Payment Date.

"Redemption Date" means the date established for the redemption of Notes under the Indenture.

"Registrar" means the registrar maintaining the registration books for any Notes.

"Related Documents" means the Indenture, the Notes, the Financing Agreement, the Sublease and the Official Statement.

"Renewal Term" means a period of two (2) years coinciding with the fiscal biennium of the Commonwealth, which commences on July 1 in each even-numbered year and ends on June 30 of the next ensuing even-numbered year unless hereafter modified by statute.

"Resolution" means the resolution of the Commission authorizing the issuance of the Notes and the execution and delivery of the Indenture.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, Inc.

"State" means the Commonwealth of Kentucky.

"Sublease" means the Sublease entered into by the Cabinet, as lessor, and the CPE, as lessee, under the terms and as contemplated by the Financing Agreement.

"Sublessee's Rent" means all of the Financing Payments and Additional Payments due from the Cabinet to the Commission under the Financing Agreement.

"Supplemental Trust Indenture" or "Supplemental Indenture" means any trust indenture supplemental to or amendatory of the Indenture adopted by the Commission in accordance with the Indenture.

"Treasurer" means the Treasurer of the State.

"Trust Estate" means the trust estate created by the Indenture and by the pledges specifically set forth in the Indenture.

"Underwriter" means Salomon Smith Barney, as representative of the underwriters identified in the Note Purchase Agreement.

The Indenture

Delivery of the Notes. The Indenture authorizes the issuance of the Notes in the aggregate amount of not exceeding \$52,000,000. All Notes issued under the Indenture will rank on a parity and equality with one another, without regard to the date of original issuance and are entitled to the benefit of the continuing pledge and lien created by the Indenture to secure the full and final payment of the principal of and interest on the Notes.

Security and Pledge of Revenues. The Notes are special obligations of the Commission, payable only from revenues and funds specifically pledged by the Commission for the payment of the principal of, if any, and interest on the Notes. There have been pledged for payment of the principal of and interest on the Notes: (i) the proceeds of sale of the Notes, (ii) Eligible Investments acquired from Note proceeds or by application of moneys in Funds and Accounts subject to the limitations of (iv) below), (iii) the Pledged Receipts, and (iv) all Funds and Accounts created and established pursuant to the Indenture except the Rebate Fund, including moneys and securities therein

Establishment of Funds. The Indenture establishes the following special trust Funds (i) the Cost of Issuance Fund; (ii) the Project Fund; (iii) the Note Payment Fund; and (iv) the Rebate Fund. Each of these Funds is discussed below.

Cost of Issuance Fund. The Indenture establishes a separate Cost of Issuance Fund. In the Cost of Issuance Fund there shall be deposited the amount of moneys necessary to pay the Costs of Issuance of the Notes specified and determined in the Certificate of Award authorizing the issuance of the Notes.

The Trustee is required from time to time to pay out, or to permit the withdrawal of, moneys from the Cost of Issuance Fund to pay any Costs of Issuance, free and clear of any lien or pledge or assignment in trust created by the Indenture, for the purpose of paying in the manner authorized by the Indenture, any Costs of Issuance of the Notes, upon receipt by said Trustee of a written requisition of the Commission signed by an Authorized Officer stating with respect to each payment to be made, for Costs of Issuance to be so paid.

If any moneys remain in the Cost of Issuance Fund on the date which is five months from the date of issuance of the Notes, the Trustee is required to transfer such amounts to the Note Payment Fund.

Project Fund. The Indenture establishes a separate Project Fund, which will be an account in the Commonwealth's statewide accounting and reporting system. The Project Fund will be separately identified from all other accounts in the Commonwealth's statewide accounting and reporting system and will be used solely for the purposes provided in the Indenture.

The proceeds of the issuance and delivery of any Notes remaining after the deposit of (a) accrued interest to the Interest Account of the Note Payment Fund, (b) Costs of Issuance to the Cost of Issuance Fund and (c) amounts needed to pay the principal of, interest on and premium, if any, on any Notes, as may be set forth in a Certificate of Award to the Note Payment Fund, will be deposited in the Project Fund.

The Indenture authorizes and directs the Treasurer to make disbursements from the Project Fund on a first-in-first-out basis in accordance with and as required by the provisions of written requisitions filed from time to time by the Cabinet and in accordance with the provisions of the Financing Agreement.

The Cabinet will keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom. Except for amounts which must be transferred to the Rebate Fund, all of the income derived from investment of the Project Fund will, at the option of the Cabinet, be transferred as received to the Note Payment Fund and disbursed therefrom on the next succeeding Interest Payment Date or held in the Project Fund and used for the purposes thereof.

Note Payment Fund. The Indenture establishes a Note Payment Fund. Under the Indenture, the Trustee is required to maintain the Note Payment Fund.

The Trustee is required to establish the following accounts in the Note Payment Fund:

(1) An Interest Account, into which shall be deposited all amounts (i) received as accrued interest upon the sale and delivery of any Notes; (ii) received as Financing Payments and Additional Payments (including any prepayments of Financing Payments and Additional Payments), other than Financing Payments and Additional Payments for the fees of the Trustee, Registrar or any Paying Agent, which shall be retained by the Trustee for transfer to the applicable party under the Financing Agreement; or (iii) received as proceeds of Notes to pay interest on Notes when due.

(2) A Principal Account, into which shall be deposited all amounts (i) transferred from the Project Fund to pay principal of and premium, if any, on the Notes due at maturity, on a Redemption Date or upon acceleration; (ii) received as the principal portion of Financing Payments (including any prepayments of the principal portion of Financing Payments); and (iii) representing proceeds of and premium, if any, on Notes to pay principal of the Notes at maturity on a Redemption Date, or upon acceleration.

As discussed above under "Project Fund," the Commission is required to cause the Finance and Administration Cabinet to transfer moneys on each Interest Payment Date from the Project Fund to the Trustee for deposit to the Note Payment Fund for the purpose of paying principal, purchase price and interest on the Notes.

Moneys in the Note Payment Fund are required to be used as follows:

(i) Amounts in the Interest Account shall be used to pay interest on the Notes.

(ii) Amounts in the Principal Account shall be used to pay principal of and premium, if any, on the Notes.

The Trustee is required to transmit to any Paying Agent, as appropriate, from moneys in the Note Payment Fund applicable thereto, amounts sufficient to make timely payments of principal and interest on the Notes to be made by such Paying Agent and then due and payable. The Commission authorizes and directs the Trustee to cause withdrawal of moneys from the Note Payment Fund which are available for the purpose of paying, and are sufficient to pay, the principal, premium, if any, and interest on the Notes as they become due and payable (whether on an Interest Payment Date, at stated maturity, or upon acceleration or redemption), for the purposes of paying or transferring moneys to the Paying Agents which are necessary to pay such principal, premium and interest.

Rebate Fund. The Indenture establishes a Rebate Fund, separate from any other fund established and maintained under the Indenture or any laws governing the creation and use of funds. There will be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Memorandum of Instructions. Subject to certain transfer provisions, all moneys at any time deposited in the Rebate Fund are required to be held by the Trustee in trust, to the extent required to satisfy the Rebate Amount (as defined in the Memorandum of Instructions), for payment to the

federal government of the United States of America, and neither the Commission, any Governmental Agency nor the owner of any Notes will have any rights in or claim to such moneys.

Upon receipt of the Commission's written directions, the Trustee is required to remit part or all of the balances in the Rebate Fund to the United States, as so directed. In addition, if the Commission so directs, the Trustee will deposit moneys into or transfer moneys out of the Rebate Fund from or into such account or funds as directed by the Commission's written directions. Any funds remaining in the Rebate Fund after redemption and payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision made therefor satisfactory to the Trustee will be withdrawn and remitted to, or at the direction of, the Commission.

Notwithstanding any other provision of the Indenture, the obligation to remit the Rebate Amounts to the United States and to comply with all other requirements of the foregoing and the Memorandum of Instructions will survive the defeasance or payment in full of the Notes.

Investment of Funds. Amounts on deposit in any Fund or Account are required to be invested in Eligible Investments.

The Trustee is required to sell at the best price obtainable, or present for redemption or exchange, any Eligible Investment purchased by it as an investment pursuant to the Indenture whenever it will be necessary in order to provide moneys to meet any payment or transfer from the Fund or Account from which such investment was made. The Trustee is required to advise the Commission in writing, on or before the last business day of each calendar month, of the details of all Eligible Investments held for the credit of each Fund or Account in its custody under the provisions of the Indenture as of the end of the preceding month.

The Trustee is required to keep the Commission fully advised as to the details of all such investments and is required to comply with any directions of the Commission with respect to investments in Eligible Investments. Except as otherwise provided in the Indenture, earnings and losses on Eligible Investments are required to be credited to the Fund or Account with respect to which such investments were made (or pro-rated thereto) and such earnings or losses become a part thereof for all purposes.

Defeasance. If the Commission pays or cause to be paid, or there is otherwise be paid, to Holders of the Notes, such amounts as will, taking into account the investment earnings therefrom, fully provide for all of the principal and interest to become due on any particular Notes, at the times and the manner stipulated therein and in the Indenture, then and in that event as to those particular Notes the Indenture will cease, determine, and become null and void, and the covenants, agreements and other obligations of the Commission under the Indenture will be satisfied and discharged for those particular Notes, and in such event, the Trustee is required, upon the request of the Commission, execute and deliver to the Commission all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries are required to pay over or deliver to the Commission all moneys or securities held by them pursuant to the Indenture which are not required for the payment

or redemption of Notes not theretofore surrendered for such payment or redemption for those particular Notes.

Notes or interest installments of particular Notes for the payment or redemption of which moneys will have been set aside and will be held in trust by Fiduciaries will, at the maturity or date of redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in the preceding paragraph. Particular Notes will, prior to the maturity or redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in the preceding paragraph if (a) in case any of said Notes are to be redeemed on any date prior to their maturity, the Commission will have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice of redemption in the manner prescribed in the Indenture, (b) there will have been deposited with the Trustee either moneys in an amount which will be sufficient, or Defeasance Obligations, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, will be sufficient to pay when due the principal and interest due and to become due on said Notes on and prior to the redemption or maturity date thereof, as the case may be, and (c) in the event said Notes are not subject to redemption within the next 60 days, the Commission will have given the Trustee in form satisfactory to it irrevocable instructions to notify the Holders of such Notes of such redemption in the manner provided in the Indenture for giving notice of redemption and (d) the Trustee will have received a Rating Confirmation Notice for the Notes to be defeased. Neither Defeasance Obligations or moneys deposited with the Trustee pursuant to this paragraph nor principal or interest payments on any such obligations will be withdrawn or used for any purpose other than, and will be held in trust for, the payment of the principal and interest on said Notes.

Anything in the Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Notes which remain unclaimed for six (6) years after the date when all of the Notes have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Fiduciary after said date when all of the Notes became due and payable, will (subject to the provisions of Article V of the Indenture), at the written request of the Commission, be repaid by the Fiduciary to the Commission, as its absolute property and free from trust, and the Fiduciary will thereupon be released and discharged.

"Defeasance Obligations" means and includes any of the following:

- (i) Direct and general non-callable obligations of the United States of America, backed by the full faith and credit of the United States of America or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. The obligations described in this paragraph are called "United States Obligations".

- (ii) Prerefunded municipal obligations rated "AAA" by each Rating Service then rating the Notes and meeting the following conditions:

- (a) the municipal obligations are (i) not to be redeemed prior to maturity or the Trustee has been given irrevocable instructions concerning their calling and redemption and (ii) the

issuer has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(b) the municipal obligations are secured by cash or United States Obligations that may be applied only to interest, principal, and premium payments of such municipal obligations;

(c) the principal of and interest on the United States Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities on the municipal obligations;

(d) the United States Obligations serving as security for the municipal obligations are held by an escrow agent or trustee; and

(e) the United States Obligations (plus any cash in the escrow fund) are not available to satisfy any other claims, including those against the trustee or escrow agent.

Events of Default and Remedies. Each of the following events is an "Event of Default" under the Indenture:

(1) payment of any principal on any Note shall not be made when and as the same shall become due or upon call for redemption or otherwise; or

(2) payment of any installment of interest on any Note shall not be made when and as the same shall become due; or

(3) the Commission shall fail or refuse to comply with the provisions of the Act, or shall default in the performance or observance of any other of the covenants, agreements or conditions on its part contained in the Trust Indenture or the Notes and such failure, refusal or default shall continue for a period of forty-five (45) days after written notice thereof by the Trustee or the Holders of not less than five percent (5%) in principal amount of the Outstanding Notes.

Subject to provisions in this paragraph and upon the occurrence of an Event of Default as specified in paragraph (1) and (2) above, the Trustee is required to declare, by a notice in writing delivered to the Commission, the principal of all Notes then outstanding (if not then due and payable), together with interest accrued thereon, to be due and payable immediately. Upon the occurrence of any other Event of Default, the Trustee may, or at the direction of the Holders of not less than 25% of the Notes Outstanding will declare, by a notice in writing delivered to the Commission, the principal of all Notes then outstanding (if not then due and payable), together with interest accrued thereon, to be due and payable immediately.

Any such declaration will be by notice in writing to the Commission, and, upon said declaration, principal and interest on all Notes will become and be immediately due and payable. The Trustee immediately upon such declaration will give notice thereof in the same manner as provided in the Indenture with respect to the redemption of the Notes without regard to the times stated for notice of redemption that the payment of principal and interest will be tendered immediately to the Holders of

the Notes and that interest has ceased to accrue as of the date of such declaration of acceleration. Nothing contained in the Indenture shall be construed to permit the acceleration of any payments of Financing Payments or Additional Payments by the Cabinet beyond the current term of the Financing Agreement.

Upon the happening and continuance of any Event of Default specified in paragraphs (1) or (2) above, the Trustee is required to proceed, or upon the happening and continuance of any Event of Default specified in paragraph (3) above, the Trustee may proceed, and upon the written request of the Holders of not less than 25% of the Outstanding Notes is required to proceed, in its own name, to protect and enforce its rights and the rights of the Holders by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, whether for the specific performance of any covenant or agreement contained in the Indenture or in aid of the execution of any power granted therein or in the Act or for the enforcement of any legal or equitable rights or remedies as the Trustee, being advised by its counsel, will deem most effectual to protect and enforce such rights or to perform any of its duties under the Indenture.

In the enforcement of any rights and remedies under the Indenture, the Trustee will be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due and unpaid from the Commission for principal, interest or otherwise, under any provision of the Indenture or of the Notes, with interest on overdue payments at the rate or rates of interest specified in such Notes, together with any and all costs and expenses of collection and of all proceedings under the Indenture and the Notes, without prejudice to any other right or remedy of the Trustee or of the Holders, and to recover and enforce a judgment or decree against the Commission, but solely as provided in the Indenture and in the Notes for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect in any manner provided by law, the moneys adjudged or decreed to be payable.

Priority of Payments After Default. In the event that upon the happening and continuance of any Event of Default the funds held by the Fiduciaries are insufficient for the payment of principal and interest then due on the Notes, such funds (other than funds held for the payment or redemption of particular Notes which have theretofore become due at maturity or by call for redemption) and any other moneys received or collected by the Trustee acting pursuant to the Act and the Indenture, after making provision (i) for the payment of any expenses necessary in the opinion of the trustee to protect the interests of the Holders of the Notes and (ii) for the payment of the charges and expenses and liabilities incurred and advances made by the Fiduciaries in the performances of their respective duties under the Trust Indenture, will be applied as follows:

(1) Unless the principal of all of the Notes shall have become or have been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installments, then to the payment thereof ratably,

accordingly to the amounts due on such installments, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Notes which shall have become due, whether at maturity or by call for redemption, in the order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Notes due on any date, then to the payment thereof ratably, according to the amounts of the principal due on such date, to the persons entitled thereto, without any discrimination or preference.

(2) If the principal of all of the Notes shall have become or have been declared due and payable, to the payment of the principal and interest due and unpaid upon the Notes without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably, accordingly to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Notes.

Whenever moneys are to be applied by the Trustee as described herein, such moneys are required to be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional money becoming available for such application in the future. The deposit of such moneys with the Fiduciaries, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee, and the Trustee will incur no liability whatsoever to the Commission, to any Holder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of the Trust Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee exercises such discretion in applying such moneys, it will fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee is required to give such notice as it may deem appropriate for the fixing of any such date. The Trustee is not required to make payment to the Holder of any unpaid Note unless such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Supplemental Indentures. The Indenture provides procedures whereby the Commission may amend the Indenture by adoption of a Supplemental Indenture, subject to the written consent of the Trustee. Amendments that may be made without the consent of the Holders must be for purposes of further securing the Notes, imposing further limitations on, surrendering rights of the Commission, curing ambiguities, confirming any pledge under and the subjection to any lien, claim or pledge, modifying any of the provisions of the Indenture in any other respects (provided that such modifications will not be effective until after all Notes outstanding as of the date of execution and delivery of such Supplemental Trust Indenture will cease to be Outstanding), modifying any provisions of the Indenture in order to obtain a liquidity facility or credit facility (so long as such modifications

affect only the Notes to which the liquidity facility or credit facility relate) or for any other purpose that does not materially adversely affect the rights of the Holders affected thereby.

Amendments of the respective rights and obligations of the Commission and the Holders may be made with the written consent of the Holders of not less than two thirds in principal amount of the Outstanding Notes affected by such amendment. No such amendment can permit a change in the terms of redemption or maturity of the principal of any Outstanding Note or of the rate of interest thereon or reduce the percentages or otherwise affect the classes of Notes the consent of the Holders of which is required to effect such amendment.

The Trustee. The Trustee will agree to perform the duties and obligations specifically set forth in the Indenture, and no duties or obligations will be implied to the Trustee. In case a default or an Event of Default has occurred and is continuing under the Indenture (of which the Trustee has been notified or is deemed to have notice), the Trustee is required to exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. The Indenture provides that the Trustee will be entitled to act upon opinions of counsel and will not be responsible for any loss or damage resulting from reliance thereon in good faith. In addition, the Indenture provides that the Trustee will be entitled to rely on certain other instruments, and it will not be liable for any action reasonably taken or omitted to be taken by it in good faith or be responsible other than for its own gross negligence or willful neglect.

The Financing Agreement

The Commission and the Cabinet have entered into the Financing Agreement which provides for (i) financing for the Project by issuance of the Notes by the Commission; and (ii) the leasing of the Project from the Commission to the Cabinet to provide revenues for amortization of the Notes.

Term, Renewals and Financing Payments. The Commission has agreed to provide financing for the Project to the Cabinet, for an initial term ending June 30, 2000. Subject to rights of CPE under the Sublease, described below, the Cabinet has the right to continue the Financing Agreement and have the Project for succeeding biennial periods. The Cabinet is required to pay, as Financing Payments during the initial period ending on June 30, 2000, and for each Renewal Term, the Debt Service Obligation relating to the Notes so long as any Notes are Outstanding. The Cabinet has the exclusive option to renew the Financing Agreement for successive ensuing Renewal Terms, commencing July 1 in each even-numbered year, and ending June 30 in the next ensuing even-numbered year, and the last Renewal Term shall end June 30, 2006. Each of the options to renew are deemed automatically exercised (and the Financing Agreement automatically renewed for the succeeding Renewal Term) unless a written notice of the Cabinet's election not to renew is delivered to the Commission before the close of business on the last business day in May, immediately preceding the beginning of such succeeding Renewal Term.

The Cabinet has agreed to pay Additional Payments under the circumstances provided in the Financing Agreement.

Budget Proposals. The Cabinet has agreed that when appropriations bills are prepared for introduction in the General Assembly, it will request sufficient amounts in the aggregate (over and above all other requirements of the Cabinet) to enable the Cabinet to pay Financing Payments and Additional Payments, and thereby provide the Commission with moneys sufficient for the payment of the principal and interest of the Notes as they mature. In its statutory role as the financial agency of the Commonwealth, the Cabinet has agreed to apply appropriated funds to make the Financing Payments and Additional Payments to the extent such appropriations are made in each legislative and budgetary biennium of the Commonwealth.

Events of Default and Remedies. Each of the following events is an "Event of Default" under the Financing Agreement:

(a) default in the due and punctual payment of any Financing Payments or Additional Payments; or

(b) default in the performance of any of the covenants, terms and conditions of the Financing Agreement, and failure to remedy such default within thirty (30) days after written receipt thereof if the default relates to matters other than the payment of Financing Payments and Additional Payments (but the Cabinet shall not be deemed to be in default if the Cabinet commences to remedy said defaults other than related to payment of Financing Payments or Additional Payments within said thirty (30) day period, and proceed to and do remedy said default with due diligence).

If an event of default occurs, the Commission may by written notice to the Cabinet terminate the Financing Agreement or, without terminating the Financing Agreement, take possession (actually or constructively) of the Project. In such event, the Commission may lease the Project or portions thereof, and in the event of a leasing may apply the rent therefrom first to the payment of the Commission's expenses incurred by reason of the Cabinet's default, and the expense of leasing, including but not limited to any repairs, renovation or alteration of the Project, and then to the payment of Financing Payments, Rent and all other sums due from the Cabinet hereunder. All remedies available to the Commission are declared to be cumulative and concurrent.

Security and Assignment. The Financing Agreement secures (i) the payment of Financing Payments and Additional Payments and (ii) the payment of the Notes in the aggregate principal amount which may from time to time be outstanding under the Indenture, with interest thereon at the rates per annum borne by such Notes.

The Sublease

The Cabinet, as lessor, and the CPE, as lessee, have entered into the Sublease which provides for the subleasing of the Project to the CPE to provide revenues for amortization of the Notes.

Term, Renewals and Financing Payments. The Cabinet agreed to sublease the Project to the CPE, for an initial term ending June 30, 2000. The CPE has the right to continue the Sublease and have the Project for succeeding biennial periods. The CPE is required to pay, as a portion of

Sublessee's Rent during the initial period ending on June 30, 2000, and for each Renewal Term, the Debt Service Obligation relating to the Notes so long as any Notes are Outstanding. The CPE has the exclusive option to renew the Sublease for successive ensuing Renewal Terms, commencing July 1 in each even-numbered year, and ending June 30 in the next ensuing even-numbered year, and the last Renewal Term shall end June 30, 2006. Each of the options to renew are deemed automatically exercised (and the Sublease automatically renewed for the succeeding Renewal Term) unless a written notice of the CPE's election not to renew is delivered to the CPE before the close of business on the last business day in May, immediately preceding the beginning of such succeeding Renewal Term.

Events of Default and Remedies. Each of the following events is an "Event of Default" under the Sublease:

- (a) default in the due and punctual payment of Sublessee's Rent or
- (b) default in the performance of any of the covenants, terms and conditions of the Sublease, and failure to remedy such default within thirty (30) days after written receipt thereof if the default relates to matters other than the payment of Sublessee's Rent (but the CPE shall not be deemed to be in default if the CPE commences to remedy said defaults other than related to payment of Sublessee's Rent within said thirty (30) day period, and proceeds to and does remedy said default with due diligence).

If an event of default occurs, the Cabinet may by written notice to the CPE terminate the Sublease or, without terminating the Sublease, take possession (actually or constructively) of the Project. In such event, the Cabinet may lease the Project or portions thereof, and in the event of a leasing may apply the rent therefrom first to the payment of the Cabinet's expenses incurred by reason of the Cabinet's default, and the expense of leasing, including but not limited to any repairs, renovation or alteration of the Project, and then to the payment of Sublessee's Rent and all other sums due from the CPE thereunder. All remedies available to the Cabinet are declared to be cumulative and concurrent.

TAX TREATMENT

In the opinion of Bond Counsel for the Notes, based upon an analysis of existing laws, regulations, rulings and court decisions, interest on the Notes is excludable from gross income for Federal income tax purposes and interest on the Notes is not a specific item of tax preference under Section 57 of the Internal Revenue Code of 1986 (the "Code") for purposes of the Federal individual or corporate alternative minimum taxes. Furthermore, Bond Counsel for the Notes is of the opinion that interest on the Notes is exempt from income taxation by the Commonwealth and the Notes are exempt from ad valorem taxation by the Commonwealth and any of its political subdivisions.

A copy of the opinion of Bond Counsel for the Notes is set forth in Exhibit B, attached hereto.

The Code imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for Federal income tax purposes of interest on obligations such as the Notes. The

Commission has covenanted to comply with certain restrictions designed to ensure that interest on the Notes will not be includable in gross income for Federal income tax purposes. Failure to comply with these covenants could result in interest on the Notes being includable in gross income for Federal income tax purposes and such inclusion could be required retroactively to the date of issuance of the Notes. The opinion of Bond Counsel assumes compliance with these covenants. However, Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Notes may adversely affect the tax status of the interest on the Notes.

Certain requirements and procedures contained or referred to the Indenture and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Notes) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel expresses no opinion as to any Notes or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of bond counsel other than Peck, Shaffer & Williams LLP.

Although Bond Counsel for the Notes has rendered an opinion that interest on the Notes is excludable from gross income for Federal income tax purposes and that interest on the Notes is excludable from gross income for Kentucky income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Notes may otherwise affect a Noteholder's Federal, state or local tax liabilities. The nature and extent of these other tax consequences may depend upon the particular tax status of the Noteholder or the Noteholder's other items of income or deduction. Bond Counsel expresses no opinions regarding any tax consequences other than what is set forth in its opinion and each Noteholder or potential Noteholder is urged to consult with tax counsel with respect to the effects of purchasing, holding or disposing the Notes on the tax liabilities of the individual or entity.

For example, corporations are required to include all tax-exempt interest in determining "adjusted current earnings" under Section 56(c) of the Code, which may increase the amount of any alternative minimum tax owed. Similarly, tax-exempt interest may also increase the amount of any environmental tax owed under Section 59 of the Code, which is based on the alternative minimum taxable income of any corporation subject to that tax. Ownership or disposition of the Notes may result in other collateral Federal, state or local tax consequence for certain taxpayers, including, without limitation, increasing the federal tax liability of certain foreign corporations subject to the branch profits tax imposed by Section 884 of the Code, increasing the federal tax liability and affecting the status of certain S Corporations subject to Sections 1362 and 1375 of the Code, and increasing the federal tax liability of certain individual recipients of social security or Railroad Retirement benefits, under Section 86 of the Code. Ownership of any Notes may also result in the limitation of interest and certain other deductions for financial institutions and certain other taxpayers, pursuant to Section 265 of the Code. Finally, residence of the holder of Notes in a state other than Kentucky or being subject to tax in a state other than Kentucky, may result in income or other tax liabilities being imposed by such states or their political subdivisions based on the interest or other income from the Notes.

The Commission has not designated the Notes as "qualified tax-exempt obligations" under Section 265 of the Code.

Premium

"Acquisition Premium" is the excess of the cost of a bond over the stated redemption price of such bond at maturity or, for notes that have one or more earlier call dates, the amount payable at the next earliest call date. The Notes that mature March 1, 2000 and the Notes that mature March 1 of the years 2001, 2002 and 2003 and bear interest at 4.00% (the "Premium Notes") are being initially offered and sold to the public at an Acquisition Premium. The Premium Notes are not callable prior to their maturity date. For federal income tax purposes, the amount of Acquisition Premium on each bond the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt notes") must be amortized and will reduce the Noteholder's adjusted basis in that bond. However, no amount of amortized Acquisition Premium on tax-exempt notes may be deducted in determining Noteholder's taxable income for federal income tax purposes. The amount of any Acquisition Premium paid on the Premium Notes, or on any of the Notes, that must be amortized during any period will be based on the "constant yield" method, using the original Noteholder's basis in such notes and compounding semiannually. This amount is amortized ratably over that semiannual period on a daily basis.

Holders of any Notes, including any Premium Notes, 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.

Original Issue Discount

The Notes other than the Premium Notes and Notes maturing on March 1, 2004 (the "Discount Notes") are being offered and sold to the public at an original issue discount ("OID") from the amounts payable at maturity thereon. OID is the excess of the stated redemption price of a bond at maturity (the face amount) over the "issue price" of such bond. The issue price is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of notes of the same maturity are sold pursuant to that initial offering. For federal income tax purposes, OID on each bond will accrue over the term of the bond, and for the Discount Notes, the amount of accretion will be based on a single rate of interest, compounded semiannually (the "yield to maturity"). The amount of OID that accrues during each semi-annual period will do so ratably over that period on a daily basis. With respect to an initial purchaser of a Discount Bond at its issue price, the portion of OID that accrues during the period that such purchaser owns the Discount Bond is added to such purchaser's tax basis for purposes of determining gain or loss at the maturity, redemption, sale or other disposition of that Discount Bond and thus, in practical effect, is treated as stated interest, which is excludable from gross income for federal income tax purposes.

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

ABSENCE OF MATERIAL LITIGATION

There is no controversy or litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Notes, or in any way contesting or affecting the validity of the Notes or any proceedings of the Commission taken with respect to the issuance or sale thereof, or the pledge or application of any monies or security provided for the payment of the Notes or due existence or powers of the Commission.

APPROVAL OF LEGALITY

Certain legal matters incident to the authorization, issuance, sale and delivery of the Notes are subject to the unqualified approving opinion of Peck, Shaffer & Williams LLP, Covington, Kentucky, Bond Counsel to the Commission. Certain other legal matters will be passed on by Brown, Todd & Heyburn PLLC, Louisville, Kentucky, counsel to the Underwriters.

RATINGS

The following rating agencies (each a "Rating Agency") have given the Notes the following respective ratings: Fitch IBCA, Inc., "A+"; Moody's Investor's Service, Inc., "A2" and Standard & Poor's Ratings Group, "A+". Each rating reflects only the views of the respective Rating Agency. Explanations of the significance of the ratings may be obtained from each Rating Agency as follows: Fitch IBCA, Inc., One State Street Plaza, New York, New York 10004 (212) 908-05001; Moody's Investor's Service, Inc., 99 Church Street, New York, New York 10007, (212) 583-0300; and Standard & Poor's Ratings Group, 25 Broadway, New York, New York 10004 (212) 208-8000. No rating is a recommendation to buy, sell or hold the Notes, and there is no assurance that any rating will be maintained for any given period of time by a Rating Agency or that it will not be revised or withdrawn entirely by such Rating Agency, if in its judgment circumstances so warrant. Any such revision or withdrawal of a rating may have an adverse affect on the market price of the Notes.

CONTINUING DISCLOSURE

The Commission will comply with the requirements of the Securities and Exchange Commission regarding secondary market disclosure as set forth in Rule 15c2-12 (the "Rule"), as amended, under the Securities Exchange Act of 1934. Specifically, the Commission will enter into a Continuing Disclosure Agreement in which it will covenant to provide notice in a timely manner to each nationally recognized municipal securities depository or the Municipal Securities Rulemaking Board, and the appropriate state information depository, if any, of any of the following types of events with respect to the Notes, if material: (i) principal and interest payment delinquencies; (ii) non-payment related defaults; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit

or liquidity providers or their failure to perform; (vi) adverse tax opinions or events affecting the tax-exempt status of the securities; (vii) modifications to rights of security holders; (viii) bond calls; (ix) defeasances; (x) release, substitution, or sale or property securing repayment of the securities; and (xi) rating changes. The Commonwealth is already providing ongoing market disclosure as required by Rule 15c2-12 pursuant to agreements entered into in connection with other outstanding securities.

UNDERWRITING

Salomon Smith Barney Inc., as representative of the Underwriters, has agreed to purchase the Notes for a purchase price of \$48,996,454.93, which is an amount equal to the par amount of the Notes, less original issue discount of \$29,006.40, less underwriters' discount of \$254,745.45, plus accrued interest of \$85,206.78. The Underwriters are committed to purchase all of the Notes if any are purchased.

The Underwriters have advised the Commission that they intend to make a public offering of the Notes at the initial public offering prices or yields set forth on the cover page hereof; provided, however, that the Underwriters have reserved the right to make concessions to dealers and to change such initial public offering prices as the Underwriters deem necessary in connection with the marketing of the Notes.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Commission and the purchasers or Holders of any of the Notes.

KENTUCKY ASSET/LIABILITY COMMISSION

By s/ John McCarty
John McCarty, Chairman

By s/ Gordon L. Mullis, Jr.
Gordon L. Mullis, Jr., Secretary

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March 12, 1999

EXHIBIT A

DEBT INFORMATION PERTAINING TO THE COMMONWEALTH OF KENTUCKY

COMMONWEALTH DEBT MANAGEMENT

Overview of Kentucky's Debt Authorities

Kentucky's indebtedness is comprised of bonds and notes which are either direct obligations of the State or obligations of one of the debt-issuing entities created by the Kentucky General Assembly to finance various projects or programs. Direct debt is General Obligation debt that pledges the full faith, credit, and taxing powers of the state as security for the repayment of the debt. The Kentucky Constitution requires voter approval by general referendum prior to the issuance of General Obligation Bonds in amounts exceeding \$500,000. The State has not incurred any General Obligation debt since 1966. There is currently no General Obligation debt outstanding.

The second type of debt incurred by the State is project revenue debt. Project revenue debt pledges as security for repayment of the debt only the revenues produced by the projects funded from the debt. Project revenue bonds are not a direct obligation of the State. Project revenues are, in some cases, derived partially, or solely, from General Assembly appropriations which are subject to biennial renewal by the General Assembly. In other cases, revenues generated from the project financed by the debt are used to make the debt service payments in full.

The third type of debt incurred by the State is moral obligation debt. These obligations are not direct obligations of the State and no appropriations of the State are pledged to pay the debt service. Rather these entities covenant to request funds of the Governor and General Assembly in the event of a shortfall in the debt service reserve account.

Debt-Issuing Entities of the State

Project revenue debt has been incurred by eighteen of the commissions, corporations, authorities, or boards created by the General Assembly. Eleven of these eighteen debt-issuing entities are listed in Table I along with the specific statutory authority which created these debt entities and the purposes for which each entity may incur debt.

Seven of the debt-issuing authorities listed in Table I issue bonds to finance projects that are not repaid by state revenues. These are the Kentucky Housing Corporation, the Kentucky Infrastructure Authority, the Kentucky Higher Education Student Loan Corporation, the School Facilities Construction Commission, the Kentucky Economic Development Finance Authority, the Kentucky Local Correctional Facilities Construction Commission and the Kentucky Agricultural Finance Corporation. None of these entities, except for some of the debt of the School Facilities Construction Commission and the Kentucky Infrastructure Authority, receive an appropriation of the General Assembly for the payment of debt service for their borrowings. Project revenues are used to

repay debt service for these debt authorities. The General Assembly has placed specific debt limitations on the principal debt outstanding of the Kentucky Housing Corporation (\$1.125 billion), the Kentucky Higher Education Student Loan Corporation (\$950 Million) and the Kentucky Agricultural Finance Corporation (\$500 Million). The debt of the Kentucky Local Correctional Facilities Construction Authority is limited to the level of debt service supported by a \$10 fee collected from certain cases in the District Courts of the State. Currently, no debt limitation exists for the Kentucky Economic Development Finance Authority.

The remaining debt-issuing entities of the State receive a General Assembly appropriation biennially for the payment of debt service. The appropriation to the School Facilities Construction Commission is used to subsidize the debt service payments, in whole or in part, made by local school districts on local school construction projects. The subsidy has varied by project. Two financing programs of the Kentucky Infrastructure Authority, the Governmental Agencies Program and the Multiple Projects Construction Loan Program, receive no General Assembly appropriation and have a debt ceiling. Bonds and notes with a maturity of 3 years or less are limited to \$60 Million, those with maturities greater than 3 years are limited to \$125 Million in bonds outstanding. The three other financing programs of the Kentucky Infrastructure Authority created by the 1988 General Assembly, the Federally Assisted Waste Water Program and the Infrastructure Revolving Fund Program and the Solid Waste Revolving Loan and Grant Program, have been appropriated General Fund monies. The State Property and Buildings Commission, the Turnpike Authority of Kentucky and the State Universities cannot incur debt for any project without prior approval of the projects and appropriation of debt service by the General Assembly. During the 1997 Extraordinary Session the General Assembly enacted House Bill 5 which created the Kentucky Asset/Liability Commission ("ALCo"). ALCo develops and implements programs to assist in the management of net interest rate margin and issues tax and revenue anticipation notes and project notes or bond anticipation notes.

TABLE I
ACTIVE DEBT ISSUING ENTITIES

<u>ENTITY</u>	<u>STATUTORY AUTHORITY</u>	<u>PURPOSE</u>
State Property and Buildings Commission	KRS 56.450	Provide financing for capital construction projects and financing programs approved by the General Assembly.
Kentucky Asset/Liability Commission	KRS 56.860	Provide for short-term financing of capital projects and the management of cash flow borrowings.
Turnpike Authority of Kentucky	KRS 175.410-175.990	Construct, maintain, repair and operate various road and other transportation related projects.
The State Universities (consisting of eight)	KRS 56.495	Construct educational buildings and housing and dining facilities.
Kentucky Housing Corporation	KRS 198A	Make low interest mortgage loans and construction loans to increase the supply of affordable housing in the State.
Kentucky Infrastructure Authority	KRS 224A	Provide financial assistance to local governments for the construction or refinancing of infrastructure facilities and to provide loans to industries for construction of pollution control facilities.
Kentucky Higher Education Student Loan Corporation	KRS 164A	Make guaranteed student loans to residents of the state to attend post-secondary institutions and to make loans to students attending post-secondary schools within the state.

<u>ENTITY</u>	<u>STATUTORY AUTHORITY</u>	<u>PURPOSE</u>
School Facilities Construction Commission	KRS 157.800-157.895	Assist local school districts with the financing and construction of school buildings and to finance the construction of vocational education facilities.
Kentucky Economic Development Finance Authority	KRS 154	Issue industrial revenue bonds on behalf of industries, hospitals, and commercial enterprises in the state. Provide low interest loans to developing businesses. Provide financing and tax credits to manufacturing entities expanding or locating facilities in high unemployment counties.
Kentucky Local Correctional Facilities Construction Authority	KRS 441.605-441.695	Provide an alternative method of constructing, improving, repairing and financing local jails.
Kentucky Agricultural Finance Corporation	KRS 247.940	Provide low interest loans to Kentucky farmers for the purpose of stimulating existing agricultural enterprises and the promotion of new agricultural ventures.

Default Record

The Commonwealth has never defaulted in the payment of principal or interest on its general obligation indebtedness or its project revenue obligations.

Debt Management

The Office of Financial Management and Economic Analysis, Finance and Administration Cabinet, has central responsibility for the issuance and management of state debt. Specific functions of the Office include the review and approval of bonds sold by all entities which issue bonds in the name of the state, as well as all entities created by the state. The Office is also responsible for coordination and monitoring of cash needs relative to debt activity, making debt service payments, and the development and maintenance of a debt management plan. The Office serves as primary staff to the State Property and Buildings Commission and the Asset/Liability Commission.

EXHIBIT B

FORM OF BOND COUNSEL OPINION

[Date of Delivery]

Kentucky Asset/Liability Commission
Frankfort, Kentucky

Re: \$49,195,000 Kentucky Asset/Liability Commission Project Notes, 1999 General Fund
First Series

We have acted as bond counsel in connection with the issuance by the Kentucky Asset/Liability Commission, an independent agency and constituted authority of the Commonwealth of Kentucky (the "Issuer"), of its Project Notes, 1999 General Fund First Series in the amount of \$49,195,000 (the "Project Notes").

The Project Notes are authorized to be issued pursuant to the Constitution and laws of the Commonwealth of Kentucky (the "Commonwealth"), including particularly Section 56.860 et seq. of the Kentucky Revised Statutes (the "Act"), a Resolution adopted by the Issuer on March 4, 1999 (the "Resolution"), and a Trust Indenture (the "Indenture") dated as of March 1, 1999 between the Issuer and Chase Manhattan Trust Company, National Association, Louisville, Kentucky, as trustee (the "Trustee").

We have examined such portions of the Constitution, Statutes and laws of the United States, the Constitution, Statutes and laws of the Commonwealth, and such applicable court decisions, regulations, rulings and opinions as we have deemed necessary or relevant for the purposes of the opinions set forth below.

We have also examined records and the transcript of proceedings relating to the authorization and issuance of the Project Notes, including a specimen Project Note, the Financing Agreement (the "Financing Agreement") dated as of March 1, 1999 between the Issuer and the Finance and Administration Cabinet of the Commonwealth (the "Cabinet"). We have also made such investigation as we have deemed necessary for the purposes of such opinion, and relied upon certificates of officials of the Commonwealth, the Cabinet and the Issuer as to certain factual matters.

Based upon the foregoing, it is our opinion, under the law existing on the date of this opinion, that:

1. The Issuer is an independent agency and constituted authority of the Commonwealth, duly organized and validly existing under the laws of the Commonwealth and has the legal right and authority to issue the Project Notes.
2. The Indenture, the Financing Agreement, and the Resolution have been duly authorized, executed and delivered by the Issuer and the Financing Agreement has been duly authorized, executed

and delivered by the Cabinet and are each valid and binding obligations of the Issuer and the Cabinet, as applicable, enforceable in accordance with their respective terms.

3. The Project Notes have been duly and validly authorized and, when duly executed in the form and manner provided in the Indenture, duly authenticated by the Trustee and delivered and paid for, will constitute valid and binding limited and special obligations of the Issuer enforceable in accordance with their terms.

4. The Project Notes are payable as to principal, premium, if any, and interest from and are secured by a pledge of and a first lien on the Pledged Receipts, as defined in the Indenture. The Project Notes do not pledge the general credit or taxing power, if any, of the Commonwealth, the Issuer, the Cabinet or any other agency or political subdivision of the Commonwealth.

5. The Project Notes are not secured by a pledge of or lien on the properties constituting the Project, as defined in the Indenture, or by a pledge of or lien on the income derived from the Project, if any, but are payable as to principal and interest solely and only from and are secured by the Pledged Receipts. The ability of the Cabinet to make payments under the Financing Agreement is dependent upon legislative appropriations to the Cabinet, which has leased the Project for an initial term ending June 30, 2000, with the right to renew for additional successive terms of two years each until the Project Notes and interest thereon have been paid and discharged.

6. Under the laws, regulations, rulings and judicial decisions in effect as of the date hereof, interest on the Project Notes is excludable from gross income for Federal income tax purposes, pursuant to the Internal Revenue Code of 1986, as amended (the "Code"). Furthermore, interest on the Project Notes will not be treated as a specific item of tax preference, under Section 57(a)(5) of the Code, in computing the alternative minimum tax for individuals and corporations. In rendering the opinions in this paragraph, we have assumed continuing compliance with certain covenants designed to meet the requirements of Section 103 of the Code. We express no other opinion as to the federal tax consequences of purchasing, holding or disposing of the Project Notes.

7. Interest on the Project Notes is exempt from income taxation and the Project Notes are exempt from ad valorem taxation by the Commonwealth and any of its political subdivisions.

Our opinion set forth above is subject to the qualification that the enforceability of the Indenture, the Resolution, the Financing Agreement, the Project Notes and agreements relating thereto may be limited by bankruptcy, reorganization, moratorium, insolvency, or other similar laws relating to or affecting the enforcement of creditors' rights, and to the exercise of judicial discretion in accordance with general equitable principles.

In rendering our opinion as to the due authorization, execution and delivery of the Financing Agreement by the Cabinet, we have relied on opinions of counsel to the Cabinet.

Very truly yours,