

In the opinion of Bond Counsel for the 2006 Bonds, based upon an analysis of laws, regulations, rulings and court decisions, and assuming continuing compliance with certain covenants made by the Authority, and subject to the conditions and limitations set forth herein under the caption “TAX MATTERS,” interest on the 2006 Bonds 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 2006 Bonds is exempt from Kentucky income tax and the 2006 Bonds are exempt from ad valorem taxation by the Commonwealth of Kentucky and any of its political subdivisions.

\$221,235,000

THE TURNPIKE AUTHORITY OF KENTUCKY
Economic Development Road Revenue Bonds
(Revitalization Projects)

Economic Development Road
Revenue Bonds
\$74,605,000
2006 Series A

Economic Development Road
Revenue Bonds
\$146,630,000
2006 Series B

Dated: Date of delivery

Due: July 1, as shown on inside cover

The 2006 Bonds are being issued by The Turnpike Authority of Kentucky (the “Authority”) pursuant to a Trust Indenture dated as of October 1, 1990, as supplemented by a First Supplemental Trust Indenture dated as of November 15, 2000 (collectively, the “Indenture”) between the Authority and J.P. Morgan Trust Company, National Association, Louisville, Kentucky, as Trustee and Paying Agent. The \$74,605,000 Economic Development Road Revenue Bonds, 2006 Series A (the “Series A Bonds”) and the \$146,630,000 Economic Development Road Revenue Bonds, 2006 Series B (the “Series B Bonds”) and, together with the Series A Bonds, the “2006 Bonds”) are being issued pursuant to a Series 2006 Resolution adopted on February 3, 2006, to pay costs of the Revitalization Projects and to pay certain costs of issuance of the 2006 Bonds.

The 2006 Bonds will be issued only as fully registered bonds without coupons in denominations of \$5,000 or any integral multiples thereof, and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. Interest on the 2006 Bonds will be payable on each January 1 and July 1, beginning July 1, 2006 as to the Series A Bonds and January 1, 2007 as to the Series B Bonds. Purchases will be made in book-entry-only form, except as permitted by the Indenture. Purchasers of 2006 Bonds will not receive physical delivery of bond certificates. So long as Cede & Co. is the registered owner of the 2006 Bonds, as nominee of DTC, interest together with the principal of the 2006 Bonds will be paid directly to DTC by the Trustee. See “DESCRIPTION OF 2006 BONDS — Book-Entry-Only System.”

The Series B Bonds are expected to be delivered on or about June 21, 2006. The forward delivery date gives rise to certain conditions to the Underwriters’ obligation to purchase the Series B Bonds and to certain risks to investors.

The 2006 Bonds will mature on the dates and in the amounts set forth on the inside cover page hereof. The 2006 Bonds are subject to redemption as described herein. See “DESCRIPTION OF 2006 BONDS – Redemption Provisions”.

The scheduled payment when due of principal of and interest on the Series A Bonds maturing July 1, 2009 through July 1, 2026, inclusive, will be insured by a Financial Guaranty Insurance Policy (the “Series A Ambac Insurance Policy”) to be issued by Ambac Assurance Corporation (“Ambac”) concurrently with the delivery of the Series A Bonds. The scheduled payment when due of principal of and interest on the Series B Bonds maturing July 1, 2012 through July 1, 2017, inclusive and the Series B Bonds maturing July 1, 2024 through July 1, 2026, inclusive, will be insured by a Financial Guaranty Insurance Policy (the “Series B Ambac Insurance Policy”) to be issued by Ambac concurrently with the forward delivery of the Series B Bonds. The Series A Bonds maturing July 1, 2007 and July 1, 2008 and the Series B Bonds maturing July 1, 2018 through July 1, 2023, inclusive, are not entitled to the benefit of either the Series A Ambac Insurance Policy or the Series B Ambac Insurance Policy (collectively, the “Ambac Insurance Policies”) and payments on those bonds are not insured by either of the Ambac Insurance Policies. See “BOND INSURANCE” herein.

THE 2006 BONDS ARE SPECIAL OBLIGATIONS OF THE AUTHORITY, A DE JURE MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE COMMONWEALTH OF KENTUCKY. THE 2006 BONDS WILL BE SECURED UNDER THE INDENTURE AND BY A PLEDGE OF LEASE RENTAL PAYMENTS TO BE MADE BY THE TRANSPORTATION CABINET OF THE COMMONWEALTH OF KENTUCKY TO THE AUTHORITY PURSUANT TO A RENEWABLE BIENNIAL LEASE. THE 2006 BONDS DO NOT CONSTITUTE A DEBT OF THE COMMONWEALTH OF KENTUCKY AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF KENTUCKY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, OR INTEREST ON THE 2006 BONDS. THE AUTHORITY HAS NO TAXING POWER.

The 2006 Bonds are offered, subject to prior sale, when, as and if issued by the Authority and accepted by the Underwriters, subject to the approval of legality by Peck, Shaffer & Williams LLP, Covington, Kentucky, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed upon for the Underwriters by their counsel, Perkins Coie LLP, Chicago, Illinois. It is expected that the 2006 Bonds will be available for delivery through DTC in New York, New York on or about March 29, 2006 (as to the Series A Bonds) and on or about June 21, 2006 (as to the Series B Bonds).

MORGAN STANLEY

UBS Investment Bank

J.J.B. Hilliard, W.L. Lyons, Inc.

JPMorgan

Edward D. Jones & Co., L.P.

Morgan Keegan & Co., Inc.

Ross, Sinclair & Associates, LLC

First Kentucky Securities Corp.

Seasongood & Mayer LLC

Citigroup

NatCity Investments, Inc.

A.G. Edwards

Merrill Lynch & Co.

\$221,235,000
THE TURNPIKE AUTHORITY OF KENTUCKY
Economic Development Road Revenue Bonds
(Revitalization Projects)

**Economic Development Road
Revenue Bonds
\$74,605,000
2006 Series A**

**Economic Development Road
Revenue Bonds
\$146,630,000
2006 Series B**

SERIES A BONDS

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
July 1, 2007	\$2,115,000	4.00%	100.837	*July 1, 2015	\$2,915,000	4.00%	100.843
July 1, 2007	4,845,000	5.00	102.056	*July 1, 2016	3,855,000	4.00	100.497
July 1, 2008	4,010,000	4.00	101.244	*July 1, 2017	3,400,000	4.00	99.815
July 1, 2008	3,465,000	5.00	103.396	*July 1, 2018	1,300,000	4.00	99.324
*July 1, 2009	7,810,000	4.00	101.675	*July 1, 2019	1,325,000	4.10	99.792
*July 1, 2010	8,120,000	4.00	101.917	*July 1, 2021	280,000	4.20	99.771
*July 1, 2011	8,445,000	4.00	101.895	*July 1, 2022	535,000	4.20	99.411
*July 1, 2012	5,805,000	4.00	101.601	*July 1, 2023	500,000	4.25	99.510
*July 1, 2013	6,155,000	4.00	101.380	*July 1, 2024	225,000	4.30	99.618
*July 1, 2014	2,875,000	4.00	101.118	*July 1, 2026	6,625,000	4.40	99.728

SERIES B BONDS

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
*July 1, 2012	\$ 2,980,000	5.00%	106.520	July 1, 2020	\$12,475,000	4.35%	99.790
*July 1, 2013	3,010,000	5.00	107.020	July 1, 2021	12,735,000	4.40	99.780
*July 1, 2014	6,685,000	5.00	107.447	July 1, 2022	13,055,000	4.45	99.885
*July 1, 2015	7,095,000	5.00	107.828	July 1, 2023	13,690,000	4.50	99.880
*July 1, 2016	6,625,000	5.00	108.107	*July 1, 2024	14,605,000	5.00	105.485 ^c
*July 1, 2017	7,570,000	5.00	107.678 ^c	*July 1, 2025	15,570,000	5.00	105.318 ^c
July 1, 2018	10,180,000	4.20	99.718	*July 1, 2026	9,720,000	5.00	105.152 ^c
July 1, 2019	10,635,000	4.30	99.801				

* Insured by Ambac Assurance Corporation

^c Priced to optional call on July 1, 2016

This Official Statement does not constitute an offer to sell the 2006 Bonds to any person, or the solicitation of an offer from any person to buy the 2006 Bonds, in any jurisdiction where such offer or such solicitation of an offer to buy would be unlawful. The information set forth herein is provided by the Commonwealth of Kentucky from sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation of the Underwriters. No dealer, salesman or any other person has been authorized to give any information or to make any representation, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representation must not be relied upon as having been authorized by the Commonwealth of Kentucky or the Underwriters. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor the sale of any 2006 Bonds shall, under any circumstances, create any implication that there has been no change in the matters described herein since the date hereof. The Official Statement is submitted in connection with the issuance of the 2006 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR AUTHORITY, NOR HAS SUCH FEDERAL OR ANY STATE COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH TEND TO STABILIZE OR MAINTAIN THE MARKET PRICE FOR THE 2006 BONDS ABOVE THE LEVELS WHICH WOULD OTHERWISE PREVAIL. SUCH ACTIVITIES, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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Telephone (502) 564-2390

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Governor

(Chairman of the Authority)

STEPHEN B. PENCE

Lieutenant Governor

(Vice Chairman of the Authority)

GREGORY D. STUMBO

Attorney General

R.B. RUDOLPH, JR.

Secretary

Finance and Administration Cabinet

BILL NIGHBERT

Secretary

Transportation Cabinet

MARCIE MATTHEWS

State Highway Engineer

MARVIN E. STRONG, JR.

Secretary

Cabinet for Economic Development

EXECUTIVE DIRECTOR OF THE AUTHORITY

BOBBY J. McKEE

TREASURER OF THE AUTHORITY

F. THOMAS HOWARD

SECRETARY OF THE AUTHORITY

LINDA W. MASTERS

BOND COUNSEL

Peck, Shaffer & Williams LLP

Covington, Kentucky

TRUSTEE

J.P. Morgan Trust Company, National Association

Louisville, Kentucky

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OFFICIAL STATEMENT

\$221,235,000

**The Turnpike Authority of Kentucky
Economic Development Road Revenue Bonds
(Revitalization Projects)**

**Economic Development Road
Revenue Bonds
\$74,605,000
2006 Series A**

**Economic Development Road
Revenue Bonds
\$146,630,000
2006 Series B**

INTRODUCTION

This Official Statement of The Turnpike Authority of Kentucky (the “Authority”) and the Transportation Cabinet of the Commonwealth of Kentucky (the “Transportation Cabinet”) is provided to furnish certain information with respect to the Authority’s (i) \$74,605,000 aggregate principal amount of Economic Development Road Revenue Bonds (Revitalization Projects), 2006 Series A (the “Series A Bonds”) and (ii) \$146,630,000 aggregate principal amount of Economic Development Road Revenue Bonds (Revitalization Projects), 2006 Series B (the “Series B Bonds” and, together with the Series A Bonds, the “2006 Bonds”).

The 2006 Bonds are being issued pursuant to Chapter 175 of the Kentucky Revised Statutes, as amended (the “Act”) and a Trust Indenture dated as of October 1, 1990, as supplemented by a First Supplemental Trust Indenture dated as of November 15, 2000 (collectively, the “Indenture”), between the Authority and J.P. Morgan Trust Company, National Association, Louisville, Kentucky, as trustee (the “Trustee”). The 2006 Bonds are being issued pursuant to a resolution of the Authority adopted on February 3, 2006 (the “Series 2006 Resolution”).

The 2006 Bonds are being issued to: (i) pay a portion of the costs of certain additional public highway projects which, together with all other highway projects funded under the Indenture, constitute “Revitalization Projects” and (ii) pay certain costs of issuance of the 2006 Bonds. The Revitalization Projects comprise a portion of the economic development road system of the Commonwealth of Kentucky (the “Commonwealth”), within the meaning of the Act, and together with all other projects financed with the proceeds of Economic Development Road Bonds, comprise the economic development road “system” described under the Indenture (the “System”). For additional information, see “THE REVITALIZATION PROJECTS” and “THE AUTHORITY — Transportation Cabinet Projects Financed by the Authority — *Economic Development Road Projects; Revitalization Projects.*”

Pursuant to an Economic Development Road Revenue (Revitalization Projects) Agreement dated as of October 1, 1990, between the Authority and the Transportation Cabinet, which has been supplemented by a First Supplemental Agreement, dated as of October 1, 1992; a Second Supplemental Agreement, dated as of April 1, 1993; a Third Supplemental Agreement, dated as of April 1, 1995; a Fourth Supplemental Agreement, dated as of April 1, 1999; a Fifth Supplemental Agreement, dated as of February 1, 2001; a Sixth Supplemental Agreement dated as of March 1, 2001; a Seventh Supplemental Agreement dated as of May 1, 2004; an Eighth Supplemental Agreement dated April 1, 2005 and a Ninth Supplemental Agreement dated as of March 1, 2006 (collectively, the “Agreement”), the Authority has agreed to lease the System to the Transportation Cabinet under an Economic Revenue (Revitalization Projects) Lease, dated as of October 1, 1990, which has been supplemented by a First Supplemental Lease, dated as of October 1, 1992; a Second Supplemental Lease, dated as of April 1, 1993; a Third Supplemental Lease, dated as of April 1, 1995; a Financing/Fourth Supplemental Lease Agreement dated as of October 1, 1999, which has been amended by a First Amendment to Financing/Fourth Supplemental Lease Agreement, dated as of November 15, 2000; a Fifth Supplemental Lease, dated as of February 1, 2001; a Sixth Supplemental Lease, dated as of March 1, 2001; a Financing/Seventh Supplemental Lease Agreement dated as of May 1, 2004; an Eighth Supplemental Lease dated as of April 1, 2005 and a Ninth Supplemental Lease dated as of March 1, 2006 (collectively, the “Lease”) for a biennial period ending June 30, 2006, with biennial renewal options.

The Lease requires the Transportation Cabinet to make rental payments to the Authority at the times and in the amounts required by the Indenture to pay principal of and interest on the Economic Development Road Revenue Bonds (Revitalization Projects) to become due during the biennial period. See “SECURITY AND SOURCE OF

PAYMENT FOR THE 2006 BONDS — Lease Payments” and APPENDIX B — “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — The Lease.” Although the Lease has been renewed for the biennial period ending June 30, 2006, the Transportation Cabinet is under no obligation to renew the Lease for any subsequent biennial period. The Lease provides for automatic renewals for each ensuing biennial term unless the Authority receives written notice, as provided in the Lease, of the Transportation Cabinet’s election not to renew the Lease. If the Lease is not renewed and the rentals thereunder are not received, the Authority does not expect that it will have revenues sufficient to pay the principal of, and interest on, the Economic Development Road Revenue Bonds (Revitalization Projects), including the 2006 Bonds. See “SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS — Payments if Lease is Not in Effect.”

House Bill 380 of the General Assembly of the Commonwealth of Kentucky, 2006 Regular Session, the budget act for the biennium beginning July 1, 2006 (the “2006 Budget Act”), is currently before the Kentucky General Assembly. Although not yet adopted, the 2006 Budget Act includes amounts sufficient to meet the rental payments under the Lease, and therefore to meet the debt service requirements of the Bonds, through June 30, 2008.

Additional Bonds may be issued on a parity with the 2006 Bonds upon compliance with restrictions contained in the Indenture and the Lease. See “SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS — Restrictions on Future Financings”.

The scheduled payment when due of principal of and interest on the Series A Bonds maturing July 1, 2009 through July 1, 2026, inclusive (the “Ambac Insured Series A Bonds”), will be insured by a Financial Guaranty Insurance Policy (the “Series A Ambac Insurance Policy”) to be issued by Ambac Assurance Corporation (“Ambac”) concurrently with the delivery of the Series A Bonds. The scheduled payment when due of principal of and interest on the Series B Bonds maturing July 1, 2012 through July 1, 2017, inclusive and the Series B Bonds maturing July 1, 2024 through July 1, 2026, inclusive (collectively, the “Ambac Insured Series B Bonds”), will be insured by a Financial Guaranty Insurance Policy (the “Series B Ambac Insurance Policy”) to be issued by Ambac concurrently with the forward delivery of the Series B Bonds. The Series A Bonds maturing July 1, 2007 and July 1, 2008 and the Series B Bonds maturing July 1, 2018 through July 1, 2023, inclusive (collectively, the “Uninsured 2006 Bonds”), are not entitled to the benefit of either the Series A Ambac Insurance Policy or the Series B Ambac Insurance Policy (collectively, the “Ambac Insurance Policies”) and payments on the Uninsured 2006 Bonds are not insured by either of the Ambac Insurance Policies.

Descriptions of the 2006 Bonds, the security therefor, the Indenture, the Lease and the Agreement are included in this Official Statement. Such descriptions and summaries do not purport to be comprehensive or definitive. All references herein to such agreements and documents are qualified in their entirety by reference thereto. Terms not defined herein shall have the meanings given them in APPENDIX B — “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — Certain Definitions.”

THE REVITALIZATION PROJECTS

Proceeds of the 2006 Bonds will be used to pay a portion of the costs of additional Revitalization Projects which consist of certain additions and improvements to the System. The Lease provides that, upon issuance of 2006 Bonds by the Authority, such Revitalization Projects will be leased to the Authority and represent the final portion of a \$450,000,000 authorization by the 2005 General Assembly of bonds to be issued by the Authority for highway improvements. See “THE TRANSPORTATION CABINET – Capital Planning for Highways” herein.

These Revitalization Projects also include street and highway improvements that are a part of a local roads bond program authorized by the 2005 General Assembly. Of the total \$150,000,000 in local bond funds authorized, \$100,000,000 was appropriated to the County Road Aid Program for county bridges and paving and rehabilitation of existing county roads. From that amount \$50,000,000 will be distributed in accordance with a statutory formula and \$50,000,000 by an application process. The remaining \$50,000,000 of the bond proceeds were appropriated to the Municipal Road Aid Program, expressly for city owned bridges and paving and rehabilitation of existing city streets. From that amount \$25,000,000 will be distributed by statutory formula and \$25,000,000 by an application process.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds in connection with the issuance of the 2006 Bonds.

	<u>Series A</u>	<u>Series B</u>
Sources:		
Par Amount	\$74,605,000	\$146,630,000
Net Bond Premium	<u>942,179</u>	<u>4,571,484</u>
TOTAL SOURCES	\$75,547,179	\$151,201,484
Uses:		
Deposit to the Construction Fund	\$74,992,057	\$150,007,943
Costs of Issuance (including Underwriters' Discount and premiums for Ambac Insurance Policies)	<u>555,122</u>	<u>1,193,541</u>
TOTAL USES	\$75,547,179	\$151,201,484

DESCRIPTION OF 2006 BONDS

General

Each series of the 2006 Bonds will be dated their respective date of delivery, will be fully registered, without coupons, will be issued in the denominations of \$5,000 or any integral multiple thereof, will bear interest at the rate, payable semiannually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing July 1, 2006 with respect to the Series A Bonds and January 1, 2007 with respect to the Series B Bonds, and will mature on the dates and in the amounts set forth on the inside cover of this Official Statement. The 2006 Bonds will be initially registered in the name of and held by Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests from DTC in the 2006 Bonds will be made in book-entry-only form (without certificates). So long as DTC or its nominees is the registered owner of the 2006 Bonds, payment of the principal of and interest on the 2006 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the "DTC Participants") will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the 2006 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See "Book-Entry-Only System" under this caption and "APPENDIX C – Book-Entry-Only System."

If the book-entry-only system through DTC is discontinued, principal of the 2006 Bonds will be payable at such office within the United States as shall be designated from time to time by the Trustee (the "Payment Office") upon the presentation and surrender thereof. Except as described below, payment of interest on the 2006 Bonds will be made on each Interest Payment Date to the person appearing on the registration books of the Trustee as the registered owner thereof at the close of business on the fifteenth day of the month preceding the Interest Payment Date by check or draft mailed to such registered owner at the owner's address as it appears on such registration books. Upon request to the Trustee by a registered owner of not less than \$1,000,000 in aggregate principal amount of 2006 Bonds, interest on such Bonds will be paid to such registered owner by wire transfer to the account within the United States specified by such registered owner.

Redemption Provisions

Optional Redemption. The 2006 Bonds maturing on and after July 1, 2017 are subject to redemption prior to maturity in whole or in part, in the amount of \$5,000 or integral multiples thereof, on any date on or after July 1,

2016 at the redemption prices equal to 100% of principal amount redeemed plus accrued interest to the redemption date.

Notice and Procedure for Redemption. Notice of call for any redemption of the 2006 Bonds identifying the 2006 Bonds or portions thereof to be redeemed, the date fixed for redemption and the places where the amounts due upon that redemption are payable, will be given by the Trustee on behalf of the Authority, by mailing a copy of the redemption notice, at least 30 days prior to the date fixed for redemption, to the Holders of the 2006 Bonds to be redeemed as shown on the bond register for those 2006 Bonds at the close of business on the 15th day preceding such mailing, at the address then appearing on the bond register; provided that failure to receive notice, or any defect in that notice as to any 2006 Bonds, will not affect the validity of the proceedings for the redemption of any other 2006 Bond. So long as the 2006 Bonds remain in Book-Entry Form, the Trustee will send the notice to the Depository, currently DTC, or its nominee. Any failure of the Depository to notify any Direct or Indirect Participant, or of any Direct or Indirect Participant to notify the Book-Entry Interest Owner of any such notice, will not affect the validity of the redemption of the 2006 Bonds.

If less than all of the 2006 Bonds are to be called for redemption, the Authority will determine the maturities of the 2006 Bonds to be redeemed. If less than all of the 2006 Bonds of a single maturity are to be redeemed, the selection of the 2006 Bonds to be redeemed, or portions thereof in the amounts of \$5,000 or any integral multiple thereof, will, so long as the 2006 Bonds remain in Book-Entry Form, be made by the Depository and the Participants (currently by way of a lottery process), and otherwise will be made at random by the Trustee, in such manner as the Trustee, in its discretion, may determine.

Transfer and Exchange

The 2006 Bonds may be transferred only upon the registration books of the Trustee upon surrender thereof to the Trustee together with an assignment duly executed by the registered owner or the owner's attorney or legal representative in form satisfactory to the Trustee. Upon any such registration of transfer, new 2006 Bonds will be delivered, registered in the name of the transferee, of any denomination authorized by the respective Indenture, in an aggregate principal amount equal to the principal amount (or maturity amount) of the 2006 Bonds being transferred, of the same maturity and bearing interest at the same rate.

The 2006 Bonds, upon surrender thereof at the Payment Office, together with an assignment duly executed by the registered owner or the owner's attorney or legal representative in form satisfactory to the Trustee, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of 2006 Bonds of the same maturity, bearing interest at the same rate, of any denomination authorized by the Indenture, and in the same form as the 2006 Bonds surrendered for exchange.

Book-Entry-Only System

The 2006 Bonds initially will be issued solely in book-entry form to be held in the book-entry-only system maintained by The Depository Trust Company ("DTC"), New York, New York. So long as such book-entry-only system is used, only DTC will receive or have the right to receive physical delivery of 2006 Bonds and, except as otherwise provided herein with respect to tenders of beneficial ownership interests by Beneficial Owners, as defined in APPENDIX C, will not be or be considered to be, and will not have any rights as, owners or holders of the 2006 Bonds under the Indenture and the Series 2006 Resolution. For additional information about DTC and the book-entry-only system see "APPENDIX C – Book-Entry-Only System." DTC will act as securities depository for the 2006 Bonds. The 2006 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered 2006 Bond certificate will be issued for each maturity of each series of the 2006 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS

General

Subject only to the provisions of the Indenture permitting the application of such money for the purposes and on the terms and conditions set forth therein, pursuant to the Indenture, the Authority pledges for the payment of principal of and interest on the 2006 Bonds, the Revenues of the System and all funds and accounts established pursuant to the Indenture. "Revenues" means all rental, monies and other revenues derived from the Lease and, during such times as the Lease is not in effect, motor fuel taxes and surtaxes derived from motor fuels consumed on the System not directed by law or previous binding contract to be applied to uses other than payment of the principal of and interest on the Bonds, and any other revenues derived from time to time by the Authority from its ownership or operation of the System which can legally be applied to payment of the Bonds. The Authority does not expect the collections of such motor fuel taxes will be sufficient to pay debt service on the 2006 Bonds during any period that the Lease is not renewed. Further, the General Assembly of Kentucky is free to alter or repeal any or all of such motor fuel taxes. The Transportation Cabinet has also entered into leases with the State Property and Buildings Commission (the "SPBC") requiring payments from the Commonwealth's Road Fund, having terms that are similar to the Lease, but without any pledge of revenues derived from the System.

Bond Insurance

The scheduled payment when due of principal of and interest on the Ambac Insured Series A Bonds will be insured by the Ambac Series A Insurance Policy to be issued by Ambac concurrently with the delivery of the Series A Bonds. The scheduled payment when due of principal of and interest on the Ambac Insured Series B Bonds will be insured by the Series B Ambac Insurance Policy to be issued by Ambac concurrently with the forward delivery of the Series B Bonds. The Uninsured 2006 Bonds are not entitled to the benefit of either of the Ambac Insurance Policies and payments on the Uninsured 2006 Bonds are not insured by either of the Ambac Insurance Policies. See "BOND INSURANCE."

Lease Payments

The Transportation Cabinet is required under the Lease to make rental payments to the Authority at the times and in the amounts required by the Indenture for deposit in the Bond Service Account of the Bond Fund created under the Indenture (other than by reason of a declaration of acceleration of the Economic Development Road Revenue Bonds (Revitalization Projects). Pursuant to the Indenture, monies in the Bond Service Account are to be applied solely to pay principal of and interest on the Economic Development Road Revenue Bonds (Revitalization Projects), including the 2006 Bonds. The rental payments under the Lease may be increased at the discretion of the Transportation Cabinet for certain administrative and other expenses of the Authority with respect to the System, for maintenance, operation, repair, renewal or replacement of the System or any portion thereof, or to redeem Economic Development Road Revenue Bonds (Revitalization Projects). See APPENDIX B — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — The Lease."

The current term of the Lease ends June 30, 2006. While the Lease has been renewed for the biennial period ending June 30, 2006, the Transportation Cabinet is under no obligation to renew the Lease for successive biennial periods. The Lease provides for automatic renewals for each ensuing biennial term unless the Authority receives written notice on or before the last working day in April prior to the beginning of each biennial term of the Transportation Cabinet's election not to renew the Lease. Pursuant to the Act, the Lease provides that any renewal of the Lease is a general obligation of the Transportation Cabinet, payable not only from revenues of the System, but also from any other funds of the Transportation Cabinet not required by law or previous binding contract to be devoted to other purposes. See "THE TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet" and "THE TRANSPORTATION CABINET — Claims on Certain Transportation Cabinet Revenues." Such other funds of the Transportation Cabinet are derived primarily from funds deposited in the Road Fund which are required by the Constitution of the Commonwealth to be devoted only to highway purposes, and are described in the Constitution as "excise or license taxation relating to gasoline and other motor fuels" and "fees, excise or license taxation relating to registration, operation or use of vehicles on public highways." See "THE TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet."

The 2006 Budget Act is currently before the Kentucky General Assembly. Although not yet adopted, the 2006 Budget Act includes amounts sufficient to meet the rental payments under the Lease, and therefore to meet the debt service requirements of the Bonds, through June 30, 2008.

The Transportation Cabinet is under no obligation to renew the Lease for future biennial periods after the biennial period ending June 30, 2006. If the Lease is not renewed, the Authority does not expect that Revenues will be sufficient to pay the debt service on the Economic Development Road Revenue Bonds (Revitalization Projects), including the 2006 Bonds. The Economic Development Road Revenue Bonds (Revitalization Projects), including the 2006 Bonds, are payable solely from and secured by a pledge of rental payments under the Lease and are not secured by any lien on, or interest in, the projects constituting the System. See "Payments if Lease is Not in Effect" below. Further, in order to balance the budget of the Commonwealth, the Governor may limit spending by Commonwealth departments, including the Transportation Cabinet, and reduce appropriations previously made by the Kentucky General Assembly, including appropriations for rental payments under the Lease. Failure of the Transportation Cabinet to receive such appropriations could have an adverse effect on or preclude the Authority's ability to pay the principal of and interest on the 2006 Bonds.

Payments if Lease is Not in Effect

In the event that the Lease is not renewed, the Transportation Cabinet will immediately be liable for the balance (if any) of rentals due in the current biennial term of the Lease; and, during any period when the Lease is not in effect, the Transportation Cabinet must collect from the Commonwealth and pay over to the Authority motor fuel taxes and surtaxes collected by the Commonwealth on gasoline and other motor fuels consumed on the System not directed by law or previous binding contract to be applied to uses other than payment of the principal of and interest on the Bonds.

The Authority has covenanted in the Indenture that, during any period that the Lease is not in effect, it will take all such actions as may be reasonably necessary, giving due consideration to the anticipated expenses in taking such action, to collect such motor fuel taxes and surtaxes from the Commonwealth, to facilitate the reasonable determination of the amount of gasoline and other motor fuels so consumed, and to deposit any such amounts collected in the Revenue Fund created under the Indenture.

Flow of Funds

Pursuant to the Indenture, a Construction Fund, a Revenue Fund and a Bond Fund are created. Four accounts are created in the Bond Fund: a Capitalized Interest Account, a Bond Service Account, a Redemption Account and a Rebate Account. The Authority has covenanted in the Indenture that, so long as the Lease is in effect, it will cause all rentals paid by the Transportation Cabinet to the Authority under the Lease to be deposited in the Revenue Fund. The Trustee will withdraw from the Revenue Fund, to the extent monies are available therein, and, not later than each Interest Payment Date, will deposit to the credit of the following accounts in the following order and amounts:

(a) To the Bond Service Account of the Bond Fund, first, an amount, if any, which, when added to any amount on deposit therein and available for such purpose, will equal the amount required for interest on the Outstanding Bonds, including the 2006 Bonds, payable on the next Interest Payment Date, and, second, the amount, if any, necessary to make the amount in the Bond Service Account equal to the principal of all Bonds, including the 2006 Bonds, maturing on the next Interest Payment Date and the Amortization Requirement, less certain credits described in the Indenture; and

(b) To the Redemption Account, to the extent available after making the deposits required under clause (a) above, an amount equal to the amount included in the most recent rental payment for deposit into the Redemption Account; and

(c) To the Authority, to the extent available after making the deposits required under clauses (a) and (b) above, an amount equal to the amount determined by the Authority and concurred with by the Transportation Cabinet required in the next six-month period for administrative and other expenses of the Authority with respect to

the System, including repairs and maintenance of the System to the extent not directly paid by the Transportation Cabinet; and

(d) To the Authority, the balance of the sum remaining in the Revenue Fund after making the deposits required by clauses (a) through (c) above, to be used for any lawful purposes.

During any period when the Lease is not in effect, on a monthly basis, the Trustee will withdraw from the Revenue Fund an amount equal to the amount of all monies held to the credit of the Revenue Fund on the last day of the preceding month, less an amount determined by resolution of the Authority (concurring with the Trustee) required in the current month and the next month for administrative and other expenses of the Authority with respect to the System, and deposit the same first to the credit of the Bond Service Account of the Bond Fund in the amounts described above, and then the balance, if any, to the Redemption Fund.

Amounts on deposit in the Bond Service Account of the Bond Fund will be applied solely to pay principal of (including the Amortization Requirement, if any) and interest on the Bonds; amounts on deposit in the Redemption Account will be used to optionally redeem or purchase Bonds (see “DESCRIPTION OF 2006 BONDS — Redemption Provisions”); and amounts on deposit in the Rebate Fund will be used to pay any required rebate to the United States Government, all as further described in the Indenture. See APPENDIX B — “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — The Indenture.” With respect to the 2006 Bonds, no amounts will be deposited in the Capitalized Interest Account of the Bond Fund for purposes of paying interest on the 2006 Bonds.

Restrictions on Future Financings

Restrictions in the Lease. The Lease imposes a restriction on any future financings by the Transportation Cabinet of road projects under the Act, including toll road, resource recovery road and economic development road projects, including Revitalization Projects. The Transportation Cabinet covenants in the Lease not to enter into leases with respect to such future financings unless there is filed with the Trustee a certificate of the chief accounting officer of the Transportation Cabinet stating that “Adjusted Revenues” (as defined below) are at least 2.0 times “Maximum Annual Debt Service” (as defined below). Similar covenants are contained in agreements and leases relating to the Authority’s Resource Recovery Road Revenue Bonds, Toll Road Revenue Bonds and other Economic Development Road Bonds described in this Official Statement. See “THE AUTHORITY — Transportation Cabinet Projects Financed by the Authority.”

“Adjusted Revenues” means the aggregate of all amounts credited to the Road Fund for any 12 consecutive of the preceding 18 months, excluding (a) proceeds of obligations for borrowed money and (b) amounts required by law (excluding appropriations law) to be used for purposes other than for debt service on obligations for borrowed money payable from the Road Fund or for rentals on leases entered into by the Transportation Cabinet pursuant to the Act. In calculating Adjusted Revenues, if there is in effect at the date of such calculation any change in the rate or charge at which any tax or fee included in Adjusted Revenues is levied or any new tax or fee which is to be credited to the Road Fund, it is to be assumed that such new rate, charge, tax or fee was in effect at all times and the amounts credited to the Road Fund are to be adjusted to reflect the amounts which would have been credited had such rate, charge, tax or fee been in effect at all times.

“Maximum Annual Debt Service” means the sum of all amounts required to be paid from the Road Fund during any single Fiscal Year commencing after the date of such calculation, or set aside during such Fiscal Year for payment of debt service on each outstanding obligation for borrowed moneys, and that portion of rentals required to pay debt service under each lease in effect on such date entered into by the Transportation Cabinet pursuant to the Act. In calculating Maximum Annual Debt Service it is to be assumed that (i) the new lease into which the Transportation Cabinet proposes to enter is in effect, (ii) the obligations for borrowed money proposed to be issued at the time of execution of such lease are outstanding, (iii) the proceeds of such obligations if issued to refund other obligations have been applied as provided in the proceedings in connection with the issuance of such proposed obligations, (iv) Bonds bearing or to bear interest at a Short Term Rate will be deemed to bear interest at the “Maximum Rate” such Bonds may bear as defined in the Series Resolution authorizing the issuance of such Series of Bonds and (v) Bonds scheduled to be Outstanding during such period which are subject to Puts payable from a Credit Facility will not be deemed to be payable on Put dates.

Further, in calculating Maximum Annual Debt Service, there is to be subtracted from such calculation with respect to any Fiscal Year (a) an amount equal to the reasonably projected interest earnings on investments held for the credit of a debt service fund which are to be deposited in a bond service account pursuant to the provisions of a trust indenture and (b) an amount equal to the principal amount of any money and investments in a debt service reserve fund that are to be deposited in a bond service account pursuant to a trust indenture and applied to the payment and discharge of bonds during such Fiscal Year and on the immediately succeeding July 1.

Restrictions in the Indenture. The Indenture permits the issuance of additional Bonds on a parity with the 2006 Bonds and other Bonds previously issued on a parity with the 2006 Bonds. Additional Bonds (including refunding Bonds other than as described below) may be issued only if the certificate of the chief accounting officer of the Transportation Cabinet described above is filed with the Trustee on the date of issuance of such additional Bonds.

Bonds of any Series to refund Bonds may be authenticated and delivered by the Trustee without compliance with the requirement described above if there is filed with the Trustee a certificate of the Chairman of the Authority stating that the aggregate principal and interest requirements, assuming the issuance of such refunding Bonds, in Fiscal Years after the Fiscal Year in which such series of Bonds is to be issued through the last stated maturity date of any Bonds, other than the Bonds to be refunded, Outstanding immediately prior to the issuance of such Series of Bonds will not be greater than the aggregate of the principal and interest requirements in such future Fiscal Years calculated immediately prior to the proposed issuance of such Series of Bonds.

Based upon amounts credited to the Road Fund for the twelve-month period ended December 31, 2005 and assuming issuance of the 2006 Bonds at the interest rates and with the maturities set forth on the inside cover page of this Official Statement, the ratio of Adjusted Revenues to Maximum Annual Debt Service is estimated to be 5.99 (based on an estimated Maximum Annual Debt Service of \$156 million, which includes payments by the Transportation Cabinet to the Authority and SPBC under leases).

BOND INSURANCE

Ambac Insured 2006 Bonds

The scheduled payment when due of principal of and interest on the Ambac Insured Series A Bonds will be insured by the Ambac Series A Insurance Policy to be issued by Ambac concurrently with the delivery of the Series A Bonds. The scheduled payment when due of principal of and interest on the Ambac Insured Series B Bonds will be insured by the Series B Ambac Insurance Policy to be issued by Ambac concurrently with the forward delivery of the Series B Bonds. The Uninsured 2006 Bonds are not entitled to the benefit of either of the Ambac Insurance Policies and payments on the Uninsured 2006 Bonds are not insured by either of the Ambac Insurance Policies.

Ambac has supplied the following information for inclusion in this Official Statement. No representation is made by the Authority or the Underwriters as to the accuracy or completeness of this information.

Payment Pursuant to Ambac Insurance Policies

Under the terms of each of the Ambac Insurance Policies, Ambac will pay to The Bank of New York, in New York, New York or any successor thereto (the "Insurance Trustee") that portion of the principal of and interest on the Ambac Insured Series A Bonds and Ambac Insured Series B Bonds, as applicable, which shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Obligor (as such terms are defined in the Ambac Insurance Policies). Ambac will make such payments to the Insurance Trustee on the later of the date on which such principal and interest becomes Due for Payment or within one business day following the date on which Ambac shall have received notice of Nonpayment from the Trustee. The insurance will extend for the term of the Ambac Insured 2006 Bonds and, once issued, cannot be canceled by Ambac.

The Ambac Insurance Policies will insure payment only on stated maturity dates and on mandatory sinking fund installment dates, in the case of principal, and on stated dates for payment, in the case of interest. If the Ambac

Insured 2006 Bonds become subject to mandatory redemption and insufficient funds are available for redemption of all outstanding Ambac Insured 2006 Bonds, Ambac will remain obligated to pay principal of and interest on outstanding Ambac Insured 2006 Bonds on the originally scheduled interest and principal payment dates including mandatory sinking fund redemption dates. In the event of any acceleration of the principal of the Ambac Insured 2006 Bonds, the insured payments will be made at such times and in such amounts as would have been made had there not been an acceleration.

In the event the Trustee has notice that any payment of principal of or interest on an Ambac Insured 2006 Bond which has become Due for Payment and which is made to a Holder by or on behalf of the Obligor has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court of competent jurisdiction, such registered owner will be entitled to payment from Ambac to the extent of such recovery if sufficient funds are not otherwise available.

The Ambac Insurance Policies do **not** insure any risk other than Nonpayment, as defined in the Policies. Specifically, the Ambac Insurance Policies do **not** cover:

- A. payment on acceleration, as a result of a call for redemption (other than mandatory sinking fund redemption) or as a result of any other advancement of maturity.
- B. payment of any redemption, prepayment or acceleration premium.
- C. nonpayment of principal or interest caused by the insolvency or negligence of any Trustee , Paying Agent or Bond Registrar, if any.

If it becomes necessary to call upon either Ambac Insurance Policy, payment of principal requires surrender of Ambac Insured 2006 Bonds to the Insurance Trustee together with an appropriate instrument of assignment so as to permit ownership of such Ambac Insured 2006 Bonds to be registered in the name of Ambac to the extent of the payment under the related Ambac Insurance Policy. Payment of interest pursuant to an Ambac Insurance Policy requires proof of Holder entitlement to interest payments and an appropriate assignment of the Holder's right to payment to Ambac.

Upon payment of the insurance benefits, Ambac will become the owner of the Ambac Insured 2006 Bond, appurtenant coupon, if any, or right to payment of principal or interest on such Ambac Insured 2006 Bond and will be fully subrogated to the surrendering Holder's rights to payment.

Ambac Assurance Corporation

Ambac Assurance Corporation ("Ambac Assurance") is a Wisconsin-domiciled stock insurance corporation regulated by the Office of the Commissioner of Insurance of the State of Wisconsin and licensed to do business in 50 states, the District of Columbia, the Territory of Guam, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, with admitted assets of approximately \$8,645,000,000 (unaudited) and statutory capital of \$5,403,000,000 (unaudited) as of September 30, 2005. Statutory capital consists of Ambac Assurance's policyholders' surplus and statutory contingency reserve. Standard & Poor's Credit Markets Services, a Division of The McGraw-Hill Companies, Moody's Investors Service and Fitch Ratings have each assigned a triple-A financial strength rating to Ambac Assurance.

Ambac Assurance has obtained a ruling from the Internal Revenue Service to the effect that the insuring of an obligation by Ambac Assurance will not affect the treatment for federal income tax purposes of interest on such obligation and that insurance proceeds representing maturing interest paid by Ambac Assurance under policy provisions substantially identical to those contained in its Financial Guaranty Insurance Policy shall be treated for federal income tax purposes in the same manner as if such payments were made by the Authority with respect to the Ambac Insured 2006 Bonds.

Ambac Assurance makes no representation regarding the 2006 Bonds or the advisability of investing in the 2006 Bonds and makes no representation regarding, nor has it participated in the preparation of, the Official Statement other than the information supplied by Ambac Assurance and presented under the heading “BOND INSURANCE – Ambac Insured 2006 Bonds” and in Appendix F.

Available Information

The parent company of Ambac Assurance, Ambac Financial Group, Inc. (the “Company”), is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the “SEC”). These reports, proxy statements and other information can be read and copied at the SEC’s public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The SEC maintains an internet site at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding companies that file electronically with the SEC, including the Company. These reports, proxy statements and other information can also be read at the offices of the New York Stock Exchange, Inc. (the “NYSE”), 20 Broad Street, New York, New York 10005.

Copies of Ambac Assurance’s financial statements prepared in accordance with statutory accounting standards are available from Ambac Assurance. The address of Ambac Assurance’s administrative offices and its telephone number are One State Street Plaza, 19th Floor, New York, New York, 10004 and (212) 668-0340.

Incorporation of Certain Documents by Reference

The following documents filed by the Company with the SEC (File No. 1-10777) are incorporated by reference in this Official Statement:

1. The Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2004 and filed on March 15, 2005;
2. The Company’s Current Report on Form 8-K dated April 5, 2005 and filed on April 11, 2005;
3. The Company’s Current Report on Form 8-K dated and filed on April 20, 2005;
4. The Company’s Current Report on Form 8-K dated May 3, 2005 and filed on May 5, 2005;
5. The Company’s Quarterly Report on Form 10-Q for the fiscal quarterly period ended March 31, 2005 and filed on May 10, 2005;
6. The Company’s Current Report on Form 8-K dated and filed on July 20, 2005;
7. The Company’s Current Report on Form 8-K dated July 28, 2005 and filed on August 2, 2005;
8. The Company’s Quarterly Report on Form 10-Q for the fiscal quarterly period ended June 30, 2005 and filed on August 9, 2005;
9. The information furnished and deemed to be filed under Item 2.02 contained in the Company’s Current Report on Form 8-K dated and filed on October 19, 2005;
10. The Company’s Quarterly Report on Form 10-Q for the fiscal quarterly period ended September 30, 2005 and filed on November 9, 2005;
11. The Company’s Current Report on Form 8-K dated November 29, 2005 and filed on December 5, 2005;

12. The Company's Current Report on Form 8-K dated and filed on January 25, 2006; and
13. The Company's Current Report on Form 8-K dated January 23, 2006 and filed on January 27, 2006.

All documents subsequently filed by the Company pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in the same manner as described above in "Available Information".

THE AUTHORITY

General

The Authority was created by the Act and constitutes a de jure municipal corporation and political subdivision of the Commonwealth. The Authority is authorized under the Act, subject to the limitations contained in the Biennial Appropriations Act and terms of written agreements with the Transportation Cabinet, to construct, reconstruct, maintain, repair and operate turnpike projects, resource recovery road projects, and economic development road projects, to lease such projects to the Transportation Cabinet and to issue its revenue bonds, revenue refunding bonds, revenue notes and revenue bond anticipation notes to finance such projects. The Authority members are the Governor (serving as Chairman), the Lieutenant Governor (serving as Vice Chairman), the Attorney General, the Secretary of the Finance and Administration Cabinet, the Secretary of the Transportation Cabinet, the State Highway Engineer and the Secretary of the Cabinet for Economic Development. The current members of the Authority are as follows:

Governor	Ernie Fletcher
Lieutenant Governor	Stephen B. Pence
Attorney General	Gregory D. Stumbo
Secretary, Finance and Administration Cabinet	R.B. Rudolph, Jr.
Secretary, Transportation Cabinet	Bill Nighbert
State Highway Engineer	Marcie Matthews
Secretary, Cabinet for Economic Development	Marvin E. Strong, Jr.

The Executive Director of the Authority is Bobby J. McKee, the Treasurer of the Authority is F. Thomas Howard, and the Secretary of the Authority is Linda W. Masters.

The Act establishes and governs the operations of the Authority and authorizes and empowers the Authority under the terms of written agreements with the Transportation Cabinet to construct, reconstruct, maintain, repair and operate projects, resource recovery road projects and economic development road projects, to lease such projects to the Transportation Cabinet, to issue revenue bonds to finance such projects and to refund such revenue bonds. The Authority is also empowered to issue revenue notes and revenue bond anticipation notes.

Transportation Cabinet Projects Financed by the Authority

Pursuant to the Act, the Transportation Cabinet and the Authority are empowered to enter into agreements and leases for various types of highway projects. The following briefly describes each of the types of projects which have been or are currently planned to be financed under the Act.

Turnpike Projects. Commencing in 1960, the Transportation Cabinet initiated the construction of a system of toll roads (turnpikes) designed to relieve congested traffic conditions and to facilitate vehicular travel within the Commonwealth. The toll road projects which have been financed by the Authority, constructed by the Transportation Cabinet on behalf of the Authority, and leased to the Transportation Cabinet include the Eastern Kentucky Toll Road, the Eastern Kentucky Extension, the Western Kentucky Toll Road, the Central Kentucky Toll Road, the Jackson Purchase Parkway, the Pennyryle Parkway and Western Extension, the Audubon Parkway, the William H. Natcher (Green River) Parkway, the Louie B. Nunn (Cumberland) Parkway and the Daniel Boone Parkway. All of these projects were financed through the issuance of bonds by the Authority in 1960, 1961, 1962, 1963, 1966, 1969 and 1971. In 2003, federal funds were provided to retire the debt on the Daniel Boone Parkway

and the Louie B. Nunn Parkway. A portion of the bonds issued to construct the Audubon Parkway and the William H. Natcher (Green River) Parkway remain outstanding with a final maturity of July 1, 2007. The Authority continues to impose and collect tolls on the remaining two parkways. All other toll road bonds have been paid.

Resource Recovery Road Projects. Pursuant to a 1976 amendment to the Act, the Transportation Cabinet and the Authority are authorized to enter into agreements and leases to provide for the construction and financing of resource recovery road projects. Such projects are described in the 1976 amendment as “express highways or super highways designed to serve as a modern, heavy-duty motorway capable of carrying vehicles transporting coal, and also servicing the general public.” Various projects throughout the Commonwealth were financed by the Authority’s issuance of bonds in 1977, 1978 and 1979.

Economic Development Road Projects; Revitalization Projects. In 1980, the Kentucky General Assembly amended the Act to empower the Authority to issue obligations to finance economic development road projects which are currently defined in the Act to mean the construction, reconstruction or relocation of any highway, road or thoroughfare, or such part or parts thereof, as designated by the Transportation Cabinet as a part of the economic development road system of the Commonwealth. The Kentucky General Assembly found that “in many cases, highways, roads and thoroughfares which are vital economic links between various sections of the Commonwealth have become, by reason of age and continued usage, obsolete and are no longer capable of affording the services required in a modern industrial society,” and authorized the Authority to issue economic development road revenue bonds to correct such conditions. The Authority financed economic development road projects through the issuance of bonds in 1984 and 1987. The Act was amended in 1990 and Revitalization Projects were financed through the issuance of bonds in 1990, 1993, 1995, 2000, 2005 and 2006.

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Outstanding Obligations of the Authority and the Transportation Cabinet

The outstanding bond obligations of the Authority and the SPBC that constitute obligations of the Transportation Cabinet (including the 2006 Bonds as of the date of forward delivery of the Series B Bonds) are as follows:

<u>Name of Revenue Bond Issue</u>	<u>Date Issued</u>	<u>Final Maturity</u>	<u>Original Principal Amount Issued</u>	<u>Par Amount Outstanding</u>
<u>Bonds Issued by the Authority</u>				
Toll Road Revenue Refunding Bonds ⁽¹⁾				
1986 Series A	6/1/86	7/1/2007	\$226,385,000	\$30,695,000
Resource Recovery Road Revenue Refunding Bonds ⁽²⁾				
1985 Series A	7/1/85	7/1/2009	309,961,261	56,485,000
1987 Series A	5/1/87	7/1/2006	257,989,380	38,771,125 ⁽³⁾
Economic Development Road Revenue and Revenue Refunding Bonds (Revitalization Projects)				
Series 1992	10/1/92	1/1/2010	250,493,658	79,545,000 ⁽³⁾
Series 1993	4/1/93	7/1/2009	570,540,000	152,870,000
Series 1995	4/1/95	7/1/2008	237,890,000	79,640,000
Series 2000	11/15/00	7/1/2011	179,825,000	46,500,000
Series 2001A	2/1/01	7/1/2015	152,960,000	152,960,000
Series 2001B	3/1/01	7/1/2019	60,475,000	60,475,000
Series 2004A	6/10/04	7/1/2010	16,180,000	16,180,000
Series 2004B	10/5/04	7/1/2015	41,510,000	40,895,000
Series 2005A	4/27/05	7/1/2015	33,330,000	33,330,000
Series 2005B	4/27/05	7/1/2025	213,750,000	213,750,000
Series 2006A	3/29/06	7/1/2026	74,605,000	74,605,000
Series 2006B	6/21/06	7/1/2026	<u>146,630,000</u>	<u>146,630,000</u>
Total Outstanding Bonds of the Authority			<u>\$2,772,524,299</u>	<u>\$1,223,331,125</u>
<u>Bonds Issued by the SPBC</u>				
Road Fund Revenue and Revenue Refunding Bonds				
Project No. 73	11/1/01	11/1/2014	\$90,240,000	\$37,025,000
Project No. 73 (Second Series) ⁽⁴⁾	4/1/02	11/1/2021	<u>41,270,000</u>	<u>41,270,000</u>
Total Outstanding Bonds of the SPBC			<u>\$131,510,000</u>	<u>\$78,295,000</u>
TOTAL TRANSPORTATION CABINET BOND OBLIGATIONS			<u>\$2,904,034,299</u>	<u>\$1,301,626,125</u>

Source: Turnpike Authority of Kentucky and Transportation Cabinet

- (1) These bonds are secured primarily by renewable biennial leases of the applicable turnpike projects and, in the event such leases are not renewed by the Transportation Cabinet, by a claim upon tolls and motor fuel taxes on fuel consumed on such turnpike projects.
- (2) These bonds are secured primarily by a renewable biennial lease of certain resource recovery road projects and, in the event the lease is not renewed by the Transportation Cabinet, by a claim upon collections from coal severance taxes, tolls, fees and charges that may be imposed for use of such projects.
- (3) Par Amount Outstanding includes the amount payable at maturity of any capital appreciation bonds and bond income growth securities.
- (4) These bonds refunded a portion of the Project No. 73 Bonds.

FUTURE FINANCINGS

The 2005 Kentucky General Assembly enacted a State Budget on March 21, 2005 (the "State Budget"), for the remainder of the biennium, through June 30, 2006, which authorized a substantial capital plan with \$1.906 billion of new debt to be financed by the Commonwealth. The State Budget included authorization for \$450 million of Road Fund supported bonds, the remaining \$225 million of which is funded by the 2006 Bonds.

The 2006 Budget Act (House Bill 380) has been presented to the 2006 Kentucky General Assembly by the Executive Branch for enactment by April 11, 2006, the date the current session is required to adjourn. The Governor's proposed Capital Budget includes \$938 million of bond funded projects of which \$75 million is for additional road fund supported bonds for County and Municipal Road Aid Programs. Additionally, \$290 million in federal fund supported Grant Anticipation Revenue Vehicle (GARVEE) bonds to be issued by the Kentucky Asset/Liability Commission have been proposed.

The Kentucky General Assembly may authorize additional debt financing to support various capital initiatives of the Commonwealth in the 2006 Budget Act and in future budgets. Bonds may also be issued to refund outstanding appropriation supported bonds.

THE TRANSPORTATION CABINET

General

The Department of Highways was established as an agency of the Commonwealth by the 1912 General Assembly. Pursuant to Executive Orders 72-288 and 73-543, confirmed by the Kentucky General Assembly by legislation enacted in 1974, the Department of Transportation (the "Department"), predecessor to the Transportation Cabinet, was created as the successor to, and represented a reorganization and consolidation of, the Departments of Highways, Motor Transportation and Aeronautics. The Department also succeeded to certain specific functions and responsibilities of the Department of Public Safety and the Department of Revenue as such functions and responsibilities related to transportation. Pursuant to legislation enacted in 1982, the Transportation Cabinet was created as a successor to and succeeded to all duties of the Department.

The Transportation Cabinet is responsible for the construction, reconstruction and maintenance of the Commonwealth's primary road system, which carries an estimated 83% of the Commonwealth's motor vehicle traffic. This represents nearly 46.8 billion vehicle miles of travel. The system consists of some 27,500 miles of toll roads, interstate highways, resource recovery roads, the economic development road system, primary roads, secondary roads, rural secondary roads and supplemental roads, and includes more than 9,000 bridges.

The Transportation Cabinet also regulates the operation of motor vehicles upon Kentucky's public highways and registers approximately 3.3 million vehicles and licenses 3.0 million drivers. The Transportation Cabinet is also responsible for enforcing Kentucky and federal laws and regulations pertaining to commercial vehicles in regard to weight and size limits, operating authority, safety, and tax compliance.

Organization and Management

The Transportation Cabinet is organized into five major operating departments: Highways, Administrative Services, Intergovernmental Programs, Vehicle Regulation, and Aviation. Nine offices perform staff functions: Office of the Secretary, Budget and Fiscal Management, Legal Services, Legislative and Intergovernmental Affairs, Business and Occupational Development, Transportation Delivery, Inspector General, Personnel Management and Public Affairs. The Transportation Cabinet employs approximately 5,100 people on a full-time basis.

The Transportation Cabinet is headed by a Secretary of Transportation, who is appointed by the Governor. Each Department is organized under an appointed Commissioner and each Office is supervised by an Executive Director. The engineering functions of the organization are under the supervision of a Commissioner of Highways,

a State Highway Engineer and four Executive Directors, who also serve at the pleasure of the Governor. Middle management of the Transportation Cabinet is composed primarily of career employees, most of whom are members of the classified service, which is the Commonwealth's merit system for employees. Virtually all engineering personnel are protected under the classified service, assuring stability and continuity in the programs of the Transportation Cabinet.

Operations and Maintenance

The Transportation Cabinet provides transportation services to the traveling public through a network of highly developed programs and operating units. To assure prompt and efficient delivery of services across the Commonwealth, the Transportation Cabinet operates 12 regional district offices, and highway maintenance facilities in each of the 120 counties.

The Transportation Cabinet relies on automated systems for tracking and assessing the activities in virtually all functional areas. The Transportation Cabinet uses a sophisticated automated maintenance management system that provides managers with performance data on all aspects of roadway maintenance work. The Transportation Cabinet also maintains an extensive and detailed database of the Commonwealth's highway infrastructure, which the Transportation Cabinet has valued at more than \$150,000,000,000 (based on replacement cost).

The Transportation Cabinet is committed to efficiency and cost containment. First, the Commonwealth has made an effort over the past decade to restrain growth in government employment levels. The Kentucky Transportation Cabinet has been among the most successful state agencies in actually reducing personnel levels. Second, the Transportation Cabinet has sought to use private contractors to perform maintenance and other functions where economies can and have been realized. Finally, the Transportation Cabinet's enhanced program of resurfacing and major road construction and reconstruction has reduced the need for day-to-day maintenance on many routes.

Capital Planning For Highways

The Commonwealth's road planning process is structured to ensure the development of a continuous and credible highway improvement program that complements the Commonwealth's overall transportation system. The process and its products have evolved considerably over the past decade as the Transportation Cabinet has lengthened its planning horizon and the General Assembly has assumed a more participatory role.

Prior to 1982, the Transportation Cabinet had internally identified, planned, and designed potential projects. Those projects which were approved by the Secretary were made a part of the Transportation Cabinet's five-year program and moved to construction as funds became available. In the 1982 Regular Session of the Kentucky General Assembly, legislation was enacted calling upon the Transportation Cabinet to present each regular session of the General Assembly with a proposed highway construction program for the next three biennial periods. This proposed program for the three biennial periods is referred to as the "Six-Year Plan."

The Six-Year Plan consists of a biennial construction program and a four-year preconstruction planning document. It is through this plan that legislative involvement in the project development process has been assured. In recent years, the Six-Year Plan has formed the foundation for development by the Transportation Cabinet of a more forward-looking transportation planning tool, which is formally known as the "Statewide Transportation Plan." This plan, required first by the 1991 Federal Authorization Act, Intermodal Surface Transportation Efficiency Act (ISTEA) and continued in the Transportation Equity Act for the 21st Century (TEA-21) in 1998 and the Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy for Users (SAFETEA-LU) in 2005, integrates all modes of transportation and expands the horizon of project needs identification beyond the six-year period prescribed by Kentucky statutes and allows a more far-sighted approach to transportation planning.

Highway Plan Development. Beginning with an unconstrained list of potential projects, the planning process, utilizing input from local citizens and officials, Area Development District Public Involvement Committees, Metropolitan Planning Organization Committees, and Transportation Cabinet staff, sets priorities and establishes a 20-year program based on future funding levels. Highway projects identified for the first six years and

approved by the Kentucky Legislature every two years, represent the highest priority projects and constitute the Six-Year Plan. The remaining projects are prioritized and selected every four years for the Statewide Transportation Plan and for possible inclusion in later Six-Year Plans. The most current Six-Year Plan consists of approximately 1,290 roadway projects that are eligible for state and federal funding. Each project has been evaluated, based on its relative contribution toward the satisfaction of four goal-oriented criteria. These goals focus on: (1) preservation and management of the existing transportation system, (2) providing system connectivity of the individual modes to promote economic development, (3) coordination and cooperation among a wide variety of interests in the transportation planning process, and (4) enhancement of transportation system safety and convenience for the benefit of its many users.

Needs Identification. To assist in the identification of highway needs across the Commonwealth, the Transportation Cabinet conducts an on-going roadway inventory program. The data gathered through the inventory process is wide-ranging and includes such criteria as traffic volumes, physical roadway features (pavement width, pavement condition, bridge conditions, etc.), accident statistics, and average travel speeds. This information is analyzed to arrive at a relative assessment of the service provided by each roadway section.

In addition to the evaluation of roadway inventory data, the Transportation Cabinet relies heavily upon input from the Commonwealth's 15 Area Development Districts, the seven Metropolitan Planning Organizations, members of the General Assembly, public involvement and community action committees and the leaders of city and county governments for project needs identification. This "partnership" involving participants from the local, regional, and state levels provides information to the Transportation Cabinet concerning growth trends, connectivity and access issues and economic development efforts to which the highway infrastructure must respond. Additionally, the Transportation Cabinet's engineering and technical staff perform travel demand and traffic forecasting and systems analysis to allow application of those key elements in the identification of projects.

Implementation of the Six-Year Plan. Kentucky's Six-Year Highway Plan is funded through the use of Commonwealth and federal highway dollars. Commonwealth funds are generally derived from fuel and motor vehicle excise taxes and other revenues to the Road Fund, plus the proceeds from road bonds issued by the Authority. Commonwealth funds are allocated to the Transportation Cabinet on a biennial basis and are used to finance state-funded projects or to match federal aid funds at various participation ratios dictated by the federal government. The majority of Kentucky's federal-aid highway funds are appropriated annually from the Federal Highway Trust Fund operated by the U.S. Department of Transportation. The annual federal-aid highway fund appropriation is governed by a multi-year federal authorization act. The most recent authorization act, SAFETEA-LU, was enacted in 2005 and extends the Federal surface transportation programs for highways, highway safety, and transit for the 5-year period 2005-2009. These federal-aid monies are generated by federal excise taxes and are made available in specific dollar amounts for specific types of improvements (i.e., national highway system, surface transportation program, bridge replacement projects, etc.). As an Appalachian state, the Commonwealth also receives an annual apportionment of Appalachian highway funds from the Federal Highway Trust Fund. Regardless of origin, all federal dollars must be spent within the appropriate funding category and cannot be transferred for use in other federal-aid categories except as specifically permitted by federal legislation.

In preparing the Six-Year Plan, the Transportation Cabinet projects anticipated future funding levels against which future projects can be established. An effort is made to identify annual funding ceilings within each funding category and to budget proposed highway activities against those dollars expected to be available during the period. Once anticipated funding levels are set, projects are included in each funding category.

The overall transportation planning process in Kentucky and throughout the nation is constantly undergoing refinement. The federal SAFETEA-LU legislation built upon ISTEA and TEA-21 to strengthen requirements for both enhanced short-range and long-range transportation planning processes. Kentucky has adjusted its programs to meet those mandates. With these processes in place, program continuity is improved and Kentucky is positioned to provide a more credible and efficient future highway program.

Revenue Sources of the Transportation Cabinet

The Transportation Cabinet is funded through appropriations from a diversified revenue base, including the Road Fund, federal funds, restricted agency funds, and the Commonwealth's General Fund. In addition, the

Transportation Cabinet expends funds on behalf of various government agencies and other organizations, including the Turnpike Authority, that participate in the construction and maintenance of highway projects. In the case of the Turnpike Authority, these funds are generated through the issuance of revenue bonds.

Approximately 62 percent of the Transportation Cabinet's budget is drawn from the Road Fund. Chapter 48 of the Kentucky Revised Statutes provides that "money derived from the excise or license taxation relating to gasoline and other motor fuels, and moneys derived from fees, excise or license taxation relating to registration, operation or use of vehicles for use on public highways" must be deposited in the Road Fund. The Kentucky Constitution mandates that such revenues be applied solely for highway-related uses. Section 230 of the Kentucky Constitution states in part as follows:

No money derived from the excise or license taxation relating to gasoline and other motor fuels, and no monies derived from fees, excise or license taxation relating to registration, operation, or use of vehicles on public highways shall be expended for other than the cost of administration, statutory refunds and adjustments, payment of highway obligations, costs for construction, reconstruction, rights-of-way, maintenance and repair of public highways and bridges, and expense of enforcing state traffic and motor vehicle laws.

Following is a brief description of the various sources of revenue deposited in the Road Fund. The table under "Historical Available Road Fund Revenues, Expenses and Lease Rentals" herein provides an accounting of the portion of these revenue sources over each of the past five Fiscal Years that were available to pay debt service. These amounts are shown exclusive of any taxes, fees and miscellaneous revenues that are dedicated for other uses.

Motor Vehicle Usage Tax. Motor vehicle usage taxes make up the largest portion of the Road Fund, representing more than 46 percent of the total of monies deposited and available to pay debt service, excluding those monies which are dedicated by statute to specific use. See "TRANSPORTATION CABINET — Historical Available Road Fund Revenues, Expenses and Lease Rentals" herein. A usage tax is currently imposed on the sale or transfer of new or used motor vehicles at the rate of 6 percent of the vehicle's value. The value on which the tax is assessed on new cars is a percentage of the manufacturer's suggested retail price, and for used cars and trucks is based on a notarized affidavit, prepared by both the buyer and seller, attesting to the actual cash consideration paid for the vehicle. If a notarized affidavit is not available, the retail price of the vehicle shall be the average trade-in value of the vehicle as prescribed by the reference guide established by the Department of Revenue. A similar assessment, known as the motor vehicle rental usage tax, is charged on the value of contracts for leased and rented vehicles.

Motor Fuel Taxes. These taxes are levied on gasoline, liquefied petroleum gas and special fuels (predominantly diesel fuel) sold for use in motor vehicles operated on public highways. These taxes make up approximately 29 percent of the Road Fund that is available to pay debt service on Turnpike Authority bonds. See "TRANSPORTATION CABINET — Historical Available Road Fund Revenues, Expenses and Lease Rentals" herein.

Motor fuel tax rates are set by statute. The law provides for a variable tax rate equal to 9 percent of the average wholesale price of gasoline, which was, until July 1, 2005, subject to a floor of \$1.11 per gallon for both gasoline and special fuels (primarily diesel) and shall be rounded to the third decimal. The average wholesale price is calculated by the Department of Revenue for each calendar quarter using the average wholesale price from the first month of the previous quarter. The law further limits the average wholesale price increase to ten percent from one fiscal year to the next, effectively capping the annual growth. The 2005 General Assembly changed the statutory floor applicable to the variable tax effective July 1, 2005 to \$1.22. With this change the current formula results in a minimum tax rate of 11 cents per gallon for both gasoline and special fuels. In addition to the variable tax, the law provides for a supplemental highway-user motor fuel tax that is a fixed rate of 5 cents per gallon for gasoline and 2 cents per gallon for special fuels. The combined minimum motor fuels tax based on the statutory provisions results in 16 cents per gallon tax for gasoline and 13 cents per gallon tax for special fuels. A further change to the motor fuel tax rate was imposed effective July 1, 2005 due to the continued increase in the average wholesale price of fuel. The average wholesale price of fuel for purpose of applying the statutory motor fuel tax provisions described above rose to \$1.34 per gallon which resulted in a 1.1 cents increase in the motor fuel tax. The

increase resulted in a current motor fuel tax of 17.1 cents per gallon for gasoline and 14.1 cents per gallon for special fuels. See “TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet - *Recent Changes to Road Fund Receipts*” herein.

In addition, firms operating commercial trucks in Kentucky are assessed a motor fuels normal use tax for any fuel purchased outside the Commonwealth but consumed on Kentucky highways. Motor carriers are also charged a basic motor fuels surtax that equates to approximately 2.2 cents per gallon of gasoline and 5.2 cents per gallon of special fuels.

A substantial portion of these motor fuels taxes is statutorily dedicated to a revenue sharing program. See “TRANSPORTATION CABINET — Claims on Certain Transportation Cabinet Revenues – *Revenue Sharing Programs and Other Restricted Revenues*” herein.

Other Taxes. The major component in this category is the weight distance tax. The weight distance tax is assessed on trucks operating on Kentucky roads at declared weights of 60,000 pounds or more at a rate of 2.85 cents per mile.

Licenses, Fees and Permits. Licenses, Fees and Permits consist of charges for (i) passenger car and truck registrations, (ii) operator’s licenses and (iii) various certificates, cards and permits. Registration fees for cars and light trucks are levied at the rate of \$12.00 annually for each vehicle registered and commercial trucks are assessed a per vehicle registration fee from \$24 to \$1,410 annually, based on the gross weight of the vehicle. A vehicle operator’s license cost was \$8.00 for a four-year basic license until June 30, 2005. Effective July 1, 2005 the cost for a four-year license increased to \$20. See “TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet - *Recent Changes to Road Fund Receipts*” herein.

A portion of the licenses, fees and permits resulting from the issuance or renewal of operator licenses and those relating to the extended weight coal haul system and the coal haul cooperative agreements are restricted. See “TRANSPORTATION CABINET — Claims on Certain Transportation Cabinet Revenues – *Revenue Sharing Programs and Other Restricted Revenues*” herein.

Charges for Services. This category of revenues is composed of various sales, rentals, record fees, and toll facility charges. The Commonwealth currently operates two parkways on which tolls are collected.

Recent Changes to Road Fund Receipts. In recent years, the statutory changes enacted by the Kentucky General Assembly and various court cases have resulted in a number of changes that affect Road Fund receipts. A brief outline of some of the most notable tax modifications follows.

The 2005 General Assembly authorized three changes to Road Fund receipts all of which were effective July 1, 2005. First, the average wholesale price floor used to calculate the motor fuel variable tax rate will be permanently increased to \$1.22 from \$1.11. This change permanently increased the minimum variable tax rate on motor fuels from 10 cents to 11 cents per gallon of both gasoline and special fuels. The minimum combined motor fuel tax per gallon, including both the variable tax and the supplemental highway-user tax, permanently became 16 cents for gasoline and 13 cents for special fuels as of July 1, 2005. The statutory provision that allows for an incremental tax increase based on the quarterly average wholesale price of fuel remains intact and due to the continued increase in the average wholesale price of fuel the average wholesale price for purpose of applying the statutory motor fuel tax provisions rose to \$1.34 per gallon effective July 1, 2005. This resulted in a 1.1 cents increase in the motor fuel tax as of the date. The resulting current motor fuel tax is 17.1 cents per gallon for gasoline and 14.1 cents per gallon for special fuels. Also, effective July 1, 2005, the General Assembly excluded the receipts related to the one cent increase from the statutory revenue sharing provision for motor fuel taxes. It is estimated that Road Fund motor fuel tax receipts available to pay lease rentals will increase by approximately \$27,500,000 in Fiscal Year 2006 and \$30,000,000 each fiscal year thereafter. See “TRANSPORTATION CABINET – Claims on Certain Transportation Cabinet Revenues” herein.

Secondly, the 2005 General Assembly increased the motor vehicle operator's license fee from \$8 to \$20 for a four-year license. The fee increase is estimated to increase Road Fund receipts available to pay lease rentals \$11,000,000 annually beginning in Fiscal Year 2006.

Finally, the 2005 General Assembly modified the motor vehicle usage tax statutes to require payment of the tax when a vehicle is either titled or registered in the Commonwealth. The change in the point of taxation is intended to close a tax avoidance loophole increasing Road Fund receipts available to pay lease rentals by approximately \$3,000,000 annually beginning in Fiscal Year 2006.

Effective July 1, 2004, Indiana began imposing a sales tax on non-resident automobile purchases within the state. It is Kentucky's practice to grant a motor vehicle usage tax credit to Kentucky residents for tax paid to any other state that imposed a tax on Kentucky residents at the time of purchase. The fiscal impact to the Road Fund motor vehicle usage tax for Fiscal Year 2005 and future years has been estimated to be a reduction in revenues of \$12,000,000 annually.

The 2003 General Assembly enacted legislation that exempted trucks over 44,000 lbs from motor vehicle usage tax. This tax exemption was partially offset with an increase in registration fees for the same classes of large trucks. The net effect was an estimated reduction of Road Fund revenues of \$1,000,000 in Fiscal Year 2004 and \$2,700,000 in Fiscal Year 2005 once fully implemented.

On January 3, 2001, Jefferson County Circuit Court ruled, as unconstitutional under the Commerce Clause of the United States Constitution, the Kentucky statute that allows a trade-in credit against the motor vehicle usage tax imposed on used motor vehicles purchased in Kentucky, but denies the trade-in credit for used motor vehicles purchased out of state. The court further ordered the Commonwealth to grant the trade-in credit on all purchases of used motor vehicles when another used motor vehicle is traded as part of the same transaction. The change in calculating the tax for out of state vehicle purchases became effective January 5, 2001. The estimated loss in motor vehicle usage tax revenue was estimated at \$3,500,000 in Fiscal Year 2001 and approximately \$7,000,000 in future Fiscal Years.

Pursuant to legislation enacted by the 2000 General Assembly, purchasers of special fuels used for non-highway purposes are exempt from paying the motor fuels tax. Before this statutory change, the tax was paid "up front" and taxpayers were required to file for a refund. This change was therefore estimated to result in a one time loss to the Road Fund of approximately \$5,000,000 to \$7,000,000 in total motor fuel tax receipts during Fiscal Year 2001 as previously collected taxes are refunded. There will be no loss of motor fuel tax revenues in future Fiscal Years.

Claims on Certain Transportation Cabinet Revenues

Revenue Sharing Programs and Other Restricted Revenues. There are a number of statutory requirements affecting certain Road Fund revenues. A total of 48.2% of the collections of motor fuels, normal, normal use and surtaxes are restricted and reserved for use on county, municipal, and state rural secondary roads. Effective July 1, 2005, one cent of the motor fuels normal tax will be excluded from the above restriction. See "TRANSPORTATION CABINET – Revenue Sources of the Transportation Cabinet - *Recent Changes to Road Fund Receipts*" herein. Chapter 177 of the Kentucky Revised Statutes requires that 22.2% of these motor fuels tax receipts be expended by the Transportation Cabinet on the rural secondary road system. Chapter 177 also directs that 7.7% and 18.3% of the motor fuels tax be distributed, based on statutory formula, to municipal and county governments, respectively, for use on urban roads and streets and county roads and bridges. Finally, the statutes require that .1% of the motor fuels tax collections, up to a maximum of \$190,000, be set aside for the Kentucky Transportation Center. See "TRANSPORTATION CABINET – Revenue Sources of the Transportation Cabinet - *Motor Fuel Taxes*" herein.

Kentucky law establishes an account within the Road Fund, the Energy Recovery Road Fund, into which all fees relating to the extended weight coal haul system are to be credited. Sixty percent of these funds are to be used by the Transportation Cabinet in maintaining the Commonwealth's portion of this road system, and 40 percent of which are to be distributed to the counties for the purpose of maintaining county roads on this system. In addition, Kentucky law provides for cooperative agreements between the Transportation Cabinet and transporters of

coal, through which coal transporters may share in the maintenance of roads over which extended weights are hauled. Road Funds collected through these agreements are restricted to expenditures on roads covered by the agreements.

A portion of the receipts to the Road Fund resulting from the issuance or renewal of operator's licenses are also statutorily restricted. See "TRANSPORTATION CABINET – Revenue Sources of the Transportation Cabinet - *Licenses, Fees and Permits*" herein. Chapter 186 of the Kentucky Revised Statutes requires that 50 cents for each four-year original or renewal operator's license be dedicated to expansion of the Kentucky driver education program. For each original or renewal motorcycle operator's license and each instruction permit, \$4 must be dedicated for the purpose of a motorcycle safety education program. Additionally, Chapter 186 provides that \$1 from each operator's license fee is to be set aside exclusively to cover the cost of issuing a photo license.

Historical Available Road Fund Revenues, Expenses and Lease Rentals

The table below illustrates the Transportation Cabinet's historical total available Road Fund revenues, expenses and lease rental obligations for the past five Fiscal Years. The figures are derived from the Transportation Cabinet's Financial Report to Management. Motor fuel revenues are shown net of the required allocations for urban roads and streets, for rural and secondary roads, for county roads and bridges, and for the Kentucky Transportation Center. License, fees and permits revenues are shown net of required allocations for the Energy Recovery Road Fund and the restricted portions of regular and motorcycle operator's license fees. Operating and maintenance expenses reflect only those related to Commonwealth highway and highway-related projects payable from the Road Fund.

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**Transportation Cabinet's
Historical Available Road Fund Revenues,
Expenses and Lease Rentals⁽¹⁾**

(AMOUNTS IN THOUSANDS)
FOR THE FISCAL YEAR ENDED JUNE 30

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
TOTAL AVAILABLE ROAD FUND REVENUES:					
TAXES:					
Motor Fuels ⁽²⁾	\$219,771	\$229,956	\$234,930	\$238,048	\$254,008
Vehicle Usage ⁽³⁾	396,740	429,242	432,837	429,201	407,471
Other	78,815	79,691	83,707	84,594	85,543
LICENSE, FEES AND PERMITS	99,667	106,990	98,987	116,917	110,872
CHARGES FOR SERVICES ⁽⁴⁾	21,211	22,796	21,826	15,670	15,410
FINES AND FORFEITS	2	2	2	2	3
INTEREST INCOME	<u>40,187</u>	<u>32,952</u>	<u>29,170</u>	<u>7,546</u>	<u>6,233</u>
TOTAL AVAILABLE ROAD FUND REVENUES:	<u>\$856,393</u>	<u>\$901,629</u>	<u>\$901,459</u>	<u>\$891,978</u>	<u>\$879,540</u>
OPERATING & MAINTENANCE EXPENSES ⁽⁵⁾ :					
Personnel Cost	\$155,285	\$162,532	\$164,356	\$178,928	\$166,178
Personal Service	4,267	4,744	5,640	5,914	10,423
Operating Expense	116,028	116,766	111,165	116,812	105,972
Grants	42	26	84	34	21
Capital Outlay	322	299	560	226	295
Capital Construction	1,717	1,578	2,125	1,592	1,769
Highway Materials	26,419	24,936	22,934	34,370	30,595
Other Agency Cost ⁽⁶⁾	<u>31,753</u>	<u>31,741</u>	<u>36,701</u>	<u>36,680</u>	<u>54,603</u>
TOTAL OPERATION & MAINTENANCE:	<u>\$335,833</u>	<u>\$342,622</u>	<u>\$343,565</u>	<u>\$374,556</u>	<u>\$369,856</u>
NET AVAILABLE ROAD FUND REVENUES:	\$520,560	\$559,007	\$557,894	\$517,422	\$509,684
LEASE RENTALS ⁽⁷⁾ :					
The Authority					
Toll Road Projects	\$586	\$617	\$614	\$112	\$7,882
Economic Development Road Projects	117,703	159,958	144,068	120,875	59,118
Resource Recovery Road Projects	36,025	12,288	26,286	35,972	38,822
SPBC	<u>0</u>	<u>1,963</u>	<u>7,136</u>	<u>2,734</u>	<u>6,932</u>
TOTAL LEASE RENTALS:	\$154,314	\$174,826	\$178,104	\$159,693	\$112,754
GROSS COVERAGE ⁽⁸⁾	5.5497	5.1573	5.0614	5.5856	7.8005
NET COVERAGE ⁽⁸⁾	3.3734	3.1975	3.1324	3.2401	4.5203

NOTES:

- This schedule displays detailed information relating to the Commonwealth of Kentucky's Road Fund that can be used to calculate the coverage of available revenues compared to lease rental payments. Total Available Road Fund Revenues represent total revenues available to the Road Fund exclusive of taxes, fees, and miscellaneous revenues that are dedicated for other uses and not available to make lease rental payments to the Authority or the SPBC. Operating and Maintenance Expenses include certain non-construction maintenance, operating, regulatory and administrative expenses related to the public highways. Net Available Road Fund Revenues represent Total Available Revenues less Operating and Maintenance Expenses.
- Beginning with Fiscal Year 2001, purchasers of special fuels used for non-highway purposes are exempt from paying the motor fuels tax. Prior to this change the tax was paid "up front" and taxpayers were required to file for a refund. This change resulted in a one time reduction of approximately \$3,000,000 to \$4,000,000 during Fiscal Year 2001 in non-dedicated motor fuels tax revenues available to pay lease rentals as previously collected taxes are refunded. Effective July 1, 2005 the motor fuel tax rate was increased by 1 cent per gallon as a result of the increase in the average wholesale price of gasoline. See "THE TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet — *Recent Changes to Road Fund Receipts*."
- Beginning January 5, 2001, the calculation of the motor vehicle usage tax on out of state motor vehicle purchases was changed to allow a trade-in credit on all purchases of used motor vehicles when another used motor vehicle is traded as part of the same transaction. The estimated loss in motor vehicle usage tax revenue was \$3,500,000 in Fiscal Year 2001 and \$7,000,000 in future Fiscal Years. See "THE TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet — *Recent Changes to Road Fund Receipts*".

4. In 2003, federal funds were provided to retire the debt on the Daniel Boone Parkway and the Louie B. Nunn Parkway. Tolls were removed from these Parkways effective May 2003, and as a result, it is estimated that Road Fund receipts have been reduced beginning in Fiscal Year 2004, by approximately \$7,500,000 to \$8,000,000 annually.
5. Prior to Fiscal Year 2004 a portion of highway maintenance activities were accounted for in the Revenue Sharing Program and thus were not reported or reflected in this schedule. In Fiscal Year 2004 the Transportation Cabinet implemented a policy change to account for all highway maintenance activities within the Cabinet's Maintenance Program. As a result of this policy change, the Fiscal Year 2004 Personnel Costs and Highway Material categories appear to be inflated. However, this increase in personnel costs and highway materials is offset by an expenditure credit in the Operating Expense category. When taking the offsetting expenditure debits and credits into consideration, the total Operating and Maintenance costs for Fiscal Year 2004 are not affected. The overall increase in total Operating and Maintenance costs for Fiscal Year 2004 as compared to Fiscal Year 2003 is attributable primarily to increased expenses within the Highway Maintenance Program.
6. The Kentucky General Assembly routinely appropriates Road Fund revenues to agencies outside of the Transportation Cabinet to fund the costs of enforcement of traffic laws, the collection of Road Fund tax revenues and other administrative support functions related to the Cabinet.
7. Lease Rentals paid by the Transportation Cabinet to the Authority include amounts representing the following: principal and interest requirements on Authority Bonds, net of Debt Service Reserve Fund investment earnings and amounts required by the Authority for administrative and other expenses; and any amounts to be transferred into the Redemption Account from the Debt Service Reserve Fund. Amounts paid to the SPBC include principal and interest requirements on bonds issued to finance the construction of a new office building for the Transportation Cabinet.
8. Gross Coverage equals Total Available Road Fund Revenues divided by Total Lease Rentals. Net Coverage equals Net Available Road Fund Revenues divided by Total Lease Rentals.

Fiscal Year 2006 Road Fund (Unaudited)

Fiscal Year 2006 Road Fund revenues for the period July 2005 through January 2006 totaled \$661.3 million, compared to \$632.9 million for the same period one year ago, an increase of 4.5 percent. The increase is attributable in most part to the increased motor fuel tax effective July 1, 2005. See "TRANSPORTATION CABINET — Revenue Sources of the Transportation Cabinet - *Recent Changes to Road Fund Receipts*" herein.

The Road Fund receipts are expected to meet the December 2005 revised Consensus Forecasting Group's revenue estimate for Fiscal Year 2006 of \$1,169.7 million. The estimate calls for a 3.8 percent increase in the Road Fund over Fiscal Year 2005. Based on fiscal year-to-date growth, the Road Fund must expand by 3.0 percent in the remaining five months (compared to the same period one year ago) to meet the estimate. The Road Fund average daily cash balance for the fiscal year through January 2006 was \$237.5 million compared to \$176.3 million for the same period in Fiscal Year 2005.

Basis of Accounting

The Transportation Cabinet's financial statements are maintained and reported on two bases of accounting. The interim financial statements are prepared on a modified cash basis of accounting and are prepared primarily for budgetary and cash management purposes. Under this basis of accounting, revenue is recorded when received in cash and expenditures are recorded when disbursements are made. Expenditures for liabilities incurred before year-end may be processed for a period of 30 days after the close of the Fiscal Year.

The (annual, as of June 30) audited financial statements are prepared on an accrual basis of accounting in compliance with Generally Accepted Accounting Principles as outlined by the Governmental Accounting Standards Board. A copy of the Transportation Cabinet's audited financial statements is included as a supplement to *The Kentucky Comprehensive Annual Financial Report*, published annually by the Commonwealth. See "THE COMMONWEALTH — Financial Information Regarding the Commonwealth, the Transportation Cabinet and the Authority" and "— Certain Financial Information Incorporated by Reference; Availability from NRMSIRs and the Commonwealth."

The interim financial statements reconcile directly with the audited financial statements. Under the interim financial statements, the Transportation Cabinet maintains seven operating funds: the Road Fund, the Federal Fund, the General Fund, the Agency Fund, Fleet Management Fund, Capital Projects Fund and the Other Expendable Trust Fund. General operating revenues such as motor fuel receipts, license and privilege taxes, departmental fees, and toll revenues are recorded in the Road Fund. Federal grants are recorded in the Federal Fund, and transfers from the Commonwealth's General Fund are recorded in the General Fund. Revenues and operating expenditures of the statewide motor pool fleet are recorded in the Fleet Management Fund. Effective November 16, 2005, the Division

of Fleet Management and the Fleet Management Fund were organizationally transferred to the Commonwealth's Finance and Administration Cabinet. Receipts dedicated to specific programs or purposes and related expenditures are recorded in the Agency Fund. Transactions relating to the acquisition, construction or renovation of the Transportation Cabinet's major capital facilities and the acquisition of major equipment are accounted for in the Capital Projects Fund. The Other Expendable Trust Fund includes expenditures for the Human Service Transportation Delivery system. This pays the contract service providers for transportation of claimants to and from medical and rehabilitation appointments.

Cash Management

Beginning with the enactment of the 2000-2002 Biennial Budget, the General Assembly established the Prefinancing Road Projects Program (the "Program") authorizing the Transportation Cabinet to develop and implement a program to accelerate projects contained in the Biennial Highway Construction Plan. The Program permitted the Transportation Cabinet to initiate work on highway projects in excess of available budget authority by employing a cash flow financing program. In accordance with the General Assembly's on-going authorization for the Program, the Transportation Cabinet has used the Road Fund cash balance to accelerate highway projects.

Prior to Fiscal Year 2000, the Transportation Cabinet managed the highway program on an obligation basis by setting aside the entire cost of a highway project phase at the time work was approved to begin. Typically highway projects take a number of years to complete; therefore, a considerable cash balance had accumulated in the Road Fund as project dollars waited to be spent. The Road Fund cash balance did not represent free, uncommitted funds but rather funds on deposit until expenses became due over time.

Using the cash flow financing approach, the Transportation Cabinet has used the Road Fund cash balance to expedite the start and completion of highway projects. Before the start of the Program in July 2000, the Road Fund cash balance was approximately \$690 million. The Road Fund cash balance as of January 31, 2006 was \$271 million.

The Transportation Cabinet has developed a number of cash management practices and tools to forecast and monitor cash activity on an on-going basis. The goal is to maximize available resources for the delivery of services while ensuring that funds are sufficient to meet current obligations. The authorizing legislation requires that the Transportation Cabinet continuously ensure that funds are available to meet expenditures and the Transportation Cabinet provides periodic updates regarding Program status to the Governor's Office for Policy and Management, the Finance and Administration Cabinet and the General Assembly.

Budget Process

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

The Transportation Cabinet budget for the biennium is prepared in accordance with Chapter 48 of the Kentucky Revised Statutes and based on two-year projections made in light of long-range program requirements and revenue estimates. The biennial budget request is prepared by the Transportation Cabinet and presented to the Governor for submission to the Kentucky General Assembly at its biennial session. The estimates of revenues are made by the consensus forecasting process as prescribed by Chapter 48.115 of the Kentucky Revised Statutes.

Transportation Cabinet budget development is initially dependent upon determining (1) available funds - both dedicated and undedicated, (2) lease rental obligations, (3) operating requirements and (4) construction program requirements. The budget is developed from the analysis of the above factors, prior year expenditures and new demands on the transportation program for the fiscal period in question.

The construction program requirements consist of the estimated cost of new construction by project within each system of highways, by phase and by quarter. Cost estimates are based upon the estimated contractual and non-contractual costs of preliminary engineering, acquiring rights-of-way, construction, relocating utilities, design and other factors.

The operating requirements for the Transportation Cabinet are formulated by the Transportation Cabinet Budget Office from requests from each budget unit, with subsequent analysis, discussions and adjustments. Final approval of the agency biennial budget request is given by the Secretary of the Transportation Cabinet prior to submission to the Governor's Office for Policy and Management.

In order to provide efficient budget control during the budget execution process, close liaison is maintained between the budget units, the Transportation Cabinet's Budget Office and the Governor's Office for Policy and Management. Proposed changes in policy and programs are studied with a view to their effect on the budget. Routine financial reconciliations are conducted monthly between the Budget Office and various units of the Transportation Cabinet as well as with the Finance and Administration Cabinet.

In each of the last two even numbered years, the regular legislative session of the General Assembly adjourned without adoption of a State Budget. On both occasions, the Governor signed Executive Orders authorizing the Secretary of the Finance and Administration Cabinet to issue warrants for the payment of all claims made by the Executive Branch of government in accordance with a Public Services Continuation Plan providing for the continued operation of state government in the absence of a legislatively adopted State Budget (the "Continuation Plan"). The Continuation Plans provided full spending authority for the total debt service payments. In both cases, the Kentucky General Assembly enacted a State Budget in March of the following odd numbered year, which incorporated the Continuation Plans and appropriated funds for the remainder of the biennium.

Other Road Fund Obligations of the Transportation Cabinet

General obligation bonds of the Commonwealth payable from Road Fund revenues and receipts may be issued, pursuant to the Constitution of Kentucky, only upon approval by the electorate. The Transportation Cabinet, pursuant to law, may request that bonds or certain other obligations payable from Road Fund revenues and receipts be issued on its behalf by the Authority or SPBC. Unless such obligations are to be used to finance projects which will produce revenues which will fully meet required debt service, their issuance is conditioned, pursuant to existing law, upon approval by the Kentucky General Assembly. Issuance of such bonds or other obligations also requires the approval of the Office of Financial Management in the Finance and Administration Cabinet. See also "SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS - Restrictions on Future Financings".

The Transportation Cabinet and the SPBC entered into a Lease dated as of November 1, 2001 (the "SPBC Lease") relating to the issuance by the SPBC of its Road Fund Revenue Bonds, Project No. 73 and Road Fund Revenue Refunding Bonds, Project No. 73 (Second Series) (collectively, the "SPBC Bonds"). The proceeds of the SPBC Bonds were used to finance and refinance the construction of a building to house the main administrative offices of the Transportation Cabinet in Frankfort. The SPBC Lease requires that the Transportation Cabinet pay the debt service on the SPBC Bonds with amounts appropriated from the Road Fund. The SPBC Lease restricts future financings for the Transportation Cabinet by the SPBC in the same manner as described under "SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS – Restrictions on Future Financings" herein for Bonds issued by the Authority. Revenues of the System are not pledged to the payment of amounts due under the SPBC Lease.

THE COMMONWEALTH

The Commonwealth of Kentucky, nicknamed the Bluegrass State, was the first state west of the Alleghenies 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 and consumer appliances. 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, the Transportation Cabinet and the Authority

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, the Transportation Cabinet and the Authority, 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 financial statements, Funds and Pension Plans of the Commonwealth, the Transportation Cabinet and the Authority. 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 2005 is incorporated herein by reference. The Commonwealth has filed *The Kentucky Comprehensive Annual Financial Report* for Fiscal Year 2005 with the following Nationally Recognized Municipal Securities Information Repositories ("NRMSIRs") in accordance with SEC Rule 15c2-12;

- (i) Bloomberg Municipal Repositories
100 Business Park Drive
Skillman, New Jersey 08558
Tel: (609) 279-3225
Fax: (609) 279-5962
E-mail: munis@bloomberg.com
Website: http://www.bloomberg.com/markets/muni_contactinfo.html
- (ii) DPC Data Inc.
One Executive Drive
Fort Lee, New Jersey 07024
Tel: (201) 346-0701
Fax: (201) 947-0107
E-mail: nrmsir@dpcdata.com
Website: <http://www.dpcdata.com>
- (iii) Standard & Poor's Securities Evaluations, Inc.
55 Water Street, 45th Floor
New York, New York 10041
Tel: (212) 438-4595
Fax: (212) 438-3975
E-mail: nrmsir_repository@sandp.com
Website: http://jjkenny.com/jjkenny/pser_descrip_data_rep.html

- (iv) FT Interactive Data
Attn: NRMSIR
100 William Street
New York, New York 10038
Tel: (212) 771-6899
Fax: (212) 771-7390
E-mail: NRMSIR@FTID.com
Website: <http://www.InteractiveData.com>

A copy of *The Kentucky Comprehensive Annual Financial Report* for Fiscal Year 2005, including financial statements of the Transportation Cabinet and the Authority set forth as part of the report's supplemental information, may be obtained from the NRMSIRs or from the Office of Financial Management, 702 Capitol Avenue, Suite 76, Frankfort, Kentucky 40601, (502) 564-2924.

Additionally, *The Kentucky Comprehensive Annual Financial Report* for Fiscal Year 2005 may be found on the Internet at:

<http://finance.ky.gov/ourcabinet/caboff/OOC/cafr.html>.

Only information contained on the Internet web page identified above is incorporated herein and no additional information that may be reached from such page by linking to any other page should be considered to be incorporated herein.

The Authority will enter into a Continuing Disclosure Agreement in order to enable the purchaser of the 2006 Bonds to comply with the provisions of Rule 15c2-12, See "CONTINUING DISCLOSURE." 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.

Debt Issuing Authorities of the Commonwealth

Information regarding debt issuing authorities of the Commonwealth is included in APPENDIX A — "DEBT INFORMATION PERTAINING TO THE COMMONWEALTH OF KENTUCKY."

INVESTMENT POLICY

The Commonwealth's investments are governed by KRS 42.500 et seq. and KAR Title 200 Chapter 14. The State Investment Commission, comprised of the Governor, the Treasurer, Secretary of the Finance and Administration Cabinet and gubernatorial appointees of the Kentucky Banker's Association, is charged with the 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.

At December 31, 2005, the Commonwealth's operating portfolio was approximately \$4,110,135,000 in cash and securities. The composition of investments was as follows: U.S. treasury securities (8%); securities issued by agencies, corporations and instrumentalities of the United States Government, including mortgage backed securities and collateralized mortgage obligations (53%); repurchase agreements collateralized by the aforementioned (15%); municipal securities (5%); and corporate and asset backed securities, including money market securities (19%). The portfolio had a current yield of 4.51% and an effective duration of 0.77 years.

The Commonwealth's investments are currently categorized into three investment pools: Short-term, Intermediate-term and 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 and related accounts and provides liquidity to the remaining pools. The Intermediate-term Pool

represents Agency Fund investments, state held component unit funds and fiduciary fund accounts held for the benefit of others by the Commonwealth. The Bond Proceeds Pool is where bond proceeds for capital construction projects are deposited 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, which include: the securities lending program, over-the-counter treasury options, interest rate swaps, mortgage backed securities, collateralized mortgage obligations and asset backed securities.

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 twenty percent of the total portfolio of treasury and agency securities. Historically, actual commitments have been less than ten percent of the portfolio.

The Commonwealth has had a securities lending program since the mid-1980s. The Commonwealth is able to enter into either a principal relationship or an agent relationship. In a principal relationship the Commonwealth reverses its treasury and agency securities in exchange for 102% of eligible collateral, marked to market daily. Eligible Collateral is defined as securities authorized for purchase pursuant to KRS 42.500. In an agent program the agent lends the Commonwealth's treasuries and agencies, takes the cash received from the loan and invests it in securities authorized for purchase pursuant to KRS 42.500. The income generated by these transactions is split between the agent and the Commonwealth. At the present time the Commonwealth has entered into an agent agreement that has a guarantee of 10 basis points of the average market value of securities in the program.

On June 20, 2003, the State Investment Commission adopted Resolution 03-03, which amended the Commonwealth's investment policy concerning asset-based interest rate swaps. The change modifies the exposure limits from a \$200,000,000 notional amount to a net market value approach, the absolute value of which cannot exceed \$50,000,000 for all counterparties. The Commonwealth engages in asset-based interest rate swaps to better manage its duration and to stabilize the volatility of interest income.

As of December 31, 2005, the Commonwealth had two asset-based interest rate swaps outstanding. The swaps have notional amounts of \$23,500,000 and \$10,000,000, which mature December 2007 and December 2010 respectively, and their net position is duration neutral.

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 investment securities with excess funds available for investment. The new classes of investment securities include: United States dollar denominated corporate securities, issued by foreign and domestic issuers, including sovereign and supranational 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.

KAR Title 200 Chapter 14 provides, among other things that: corporate securities, inclusive of Commercial Paper, Banker's Acceptances and Certificates of Deposit are limited to twenty-five million per issuer and a stated final maturity of five years or less. Money market securities rated A1/P1 or higher are limited to 20% of any investment pool and when combined with corporate and asset backed securities (ABS) must not exceed 25% of any investment pool. United States Agency Mortgage Backed Securities (MBS) and Collateralized Mortgage Obligations (CMO) are also limited to a maximum of 25% of any investment portfolio. ABS, MBS and CMO must have a weighted-average-life of four years or less at time of purchase.

TAX MATTERS

General

In the opinion of Bond Counsel for the 2006 Bonds, based upon an analysis of existing laws, regulations, rulings and court decisions, interest on the 2006 Bonds is excludable from gross income for Federal income tax purposes and interest on the 2006 Bonds 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 2006 Bonds is of the opinion that interest on the 2006 Bonds is exempt from income taxation by the Commonwealth and the 2006 Bonds are exempt from ad valorem taxation by the Commonwealth and any of its political subdivisions.

The forms of the opinions of Bond Counsel for each series of the 2006 Bonds are set forth in APPENDIX D —"FORMS OF OPINIONS OF BOND COUNSEL."

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 2006 Bonds. The Authority has covenanted to comply with certain restrictions designed to ensure that interest on the 2006 Bonds will not be includable in gross income for Federal income tax purposes. Failure to comply with these covenants could result in interest on the 2006 Bonds being includable in gross income for Federal income tax purposes and such inclusion could be required retroactively to the date of issuance of the 2006 Bonds. The opinions of Bond Counsel assume 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 2006 Bonds may adversely affect the tax status of the interest on the 2006 Bonds.

Certain requirements and procedures contained or referred to in the Indenture and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the 2006 Bonds) 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 2006 Bonds 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 2006 Bonds has rendered opinions that interest on the 2006 Bonds is excludable from gross income for Federal income tax purposes and that interest on the 2006 Bonds is excludable from gross income for Kentucky income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the 2006 Bonds may otherwise affect a Bondholder'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 Bondholder or the Bondholder'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 Bondholder or potential Bondholder is urged to consult with tax counsel with respect to the effects of purchasing, holding or disposing the 2006 Bonds 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 2006 Bonds 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 of certain insurance companies, under Section 832 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 2006 Bonds may also result in the limitation of interest and certain other deductions for financial institutions and certain other taxpayers, pursuant to Section 256 of the Code. Finally, residence of the holder of 2006 Bonds 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 2006 Bonds.

The Authority has not designated the 2006 Bonds 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 bonds that have one or more earlier call dates, the amount payable at the next earliest call date. The 2006 Bonds that have a price that is higher than 100% as shown on the inside cover page (the “Premium Bonds”) are being initially offered and sold to the public at an Acquisition Premium. 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 bonds”), must be amortized and will reduce the Bondholder’s adjusted basis in that bond. However, no amount of amortized Acquisition Premium on tax-exempt bonds may be deducted in determining Bondholder’s taxable income for Federal income tax purposes. The amount of any Acquisition Premium paid on the Premium Bonds, or on any of the 2006 Bonds, that must be amortized during any period will be based on the “constant yield” method, using the original Bondholder’s basis in such bonds and compounding semiannually. This amount is amortized ratably over that semiannual period on a daily basis.

Holders of any 2006 Bonds, including any Premium Bonds, 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 2006 Bonds having a price that is lower than 100%, as shown on the inside cover page (the “Discount Bonds”), 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 bonds 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 Bonds, 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 semiannual 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 Bonds should consult their own tax advisors as to the treatment of OID and the tax consequences of the purchase of such Discount Bonds other than at the issue price during the initial public offering and as to the treatment of OID for state tax purposes.

ENFORCEABILITY OF REMEDIES

The remedies available to the Trustee and the owners of the 2006 Bonds upon occurrence of an event of default under the Lease, the Agreement, or the Indenture are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing laws and judicial decisions, the remedies provided for under the Lease, the Agreement, and the Indenture may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2006 Bonds and such documents will be qualified to the extent that the enforceability of certain legal rights related to the 2006 Bonds are subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

LITIGATION

Except as described herein, there is no litigation pending or, to the knowledge of the Authority or the Transportation Cabinet, threatened to restrain or enjoin the authorization, sale or delivery of the 2006 Bonds or which would adversely affect the application of the revenues of the Transportation Cabinet to the payment of the 2006 Bonds. There is no litigation pending or, to the knowledge of the Authority, threatened against the Authority or any of its assets or revenues that would materially adversely affect the Authority or its operations.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of each series of the 2006 Bonds are subject to the approving legal opinions of Peck, Shaffer & Williams LLP, Covington, Kentucky, Bond Counsel. The proposed form of each approving opinion for each series of 2006 Bonds is attached hereto as APPENDIX D. Such approving legal opinion will be delivered as of the date of issuance of the Series A Bonds and upon Settlement (as defined herein) with respect to the Series B Bonds. See “DESCRIPTION OF THE FORWARD DELIVERY BOND PURCHASE AGREEMENT; Conditions to Settlement”.

Certain legal matters concerning the Transportation Cabinet will be passed upon by its counsel, Office of Legal Services, Transportation Cabinet; certain legal matters concerning the Authority will be passed upon by its counsel, Office of Legal Services for Finance and Technology, Finance and Administration Cabinet; and certain legal matters will be passed upon for the Underwriters by their counsel, Perkins Coie LLP, Chicago, Illinois.

Under Kentucky law, issuance of 2006 Bonds by the Authority requires the approval of the Office of Financial Management in the Finance and Administration Cabinet, which approval will be obtained prior to issuance of the 2006 Bonds.

RATINGS

Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. (“Standard & Poor's”), Moody's Investors Service, Inc. (“Moody's”), and Fitch Ratings (“Fitch”) have each assigned their municipal bond ratings of “AAA”, “Aaa” and “AAA”, respectively, to the Ambac Insured 2006 Bonds with the understanding that upon delivery of the Series A Bonds, the Series A Ambac Insurance Policy insuring the payment when due of principal and interest on the Ambac Insured Series A Bonds will be issued by Ambac and that upon the forward delivery of the Series B Bonds, the Series B Ambac Insurance Policy insuring the payment when due of principal and interest on the Ambac Insured Series B Bonds will be issued by Ambac.

Standard & Poor's, Moody's and Fitch have each assigned their municipal bond ratings of “AA”, “Aa3” and “AA-“, respectively, to the Uninsured 2006 Bonds and as underlying ratings to the Ambac Insured 2006 Bonds.

Such ratings reflect only the views of Standard & Poor's, Moody's and Fitch and an explanation of the significance of such ratings may be obtained from Standard & Poor's at 55 Water Street, New York, New York 10041, (212) 438-2124, from Moody's at 99 Church Street, New York, New York 10007, (212) 553-0300, and from Fitch at One State Street Plaza, New York, New York 10004, (212) 908-0500. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The ratings do not constitute a recommendation to buy, sell or hold the 2006 Bonds. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any downward revision or withdrawal could have an adverse effect on the market price of the 2006 Bonds.

UNDERWRITING

The 2006 Bonds are to be purchased by a syndicate managed by Morgan Stanley & Co. Incorporated as representative (the "Representative") of the managing underwriters identified on the cover hereof and on behalf of itself (the "Managers") (the Managers and any other syndicate members collectively, the "Underwriters"). The Underwriters have agreed, subject to certain conditions, to purchase the Series A Bonds at an aggregate purchase price of \$75,243,674.17 (which is equal to the principal amount of the Series A Bonds plus a net bond premium of \$942,178.70 less underwriting discount of \$303,504.53). The Underwriters have agreed, subject to certain conditions, to purchase the Series B Bonds at an aggregate purchase price of \$150,427,337 (which is equal to the principal amount of the Series B Bonds plus a net bond premium of \$4,571,484.15 less underwriting discount of \$774,147.15). A portion of the purchase price for each Series of 2006 Bonds will be paid by the Underwriters paying the bond insurance premium directly to Ambac on behalf of the Authority. The Underwriters will be obligated to purchase all of each Series of the 2006 Bonds if any are purchased. The Underwriters have advised the Authority that they intend to make a public offering of the 2006 Bonds at the initial public offering prices set forth on the inside 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 shall deem necessary in connection with the marketing of the 2006 Bonds.

CONTINUING DISCLOSURE

The Authority will comply with the requirements of the Securities and Exchange Authority regarding secondary market disclosure as set forth in Rule 15c2-12 (the "Rule"), as amended, under the Securities Exchange Act of 1934. Specifically, the Authority 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 2006 Bonds, 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.

DESCRIPTION OF FORWARD DELIVERY BOND PURCHASE AGREEMENT

The State expects to issue and deliver the Series B Bonds on a forward delivery date, which is expected to be on or about June 21, 2006. Each investor placing an order for the Series B Bonds which is accepted by the Underwriters will be required to execute a forward delivery contract (a "Delivery Contract"), in substantially the form set forth in APPENDIX E. The Authority will enter into a forward delivery bond purchase agreement with the Underwriters for the sale and purchase of the Bonds on the forward delivery date (the "Purchase Agreement").

The following discussion summarizes certain provisions of the Delivery Contract and of the Purchase Agreement. A prospective investor should read the entire Delivery Contract.

Forward Delivery Contract with Prospective Bondholders

In the Delivery Contract, the investor acknowledges review of this Official Statement in its entirety and that its order was placed with full knowledge and understanding of the forward closing conditions and risks; the investor also agrees that it is obligated to purchase the Series B Bonds that are the subject to the order, so long as the conditions of the Purchase Agreement for the forward delivery of the Series B Bonds are satisfied.

Settlement

On or about June 21, 2006, or on such date as may be mutually agreed upon by the Authority and the Representative, the Authority will, subject to the terms and conditions of the Purchase Agreement, deliver the Series B Bonds to the Underwriters and deliver or cause to be delivered to the Underwriters the other documents, opinions, certificates, and instruments required by the Purchase Agreement (the "Settlement Documents"), including an updated Official Statement (the "Supplement to Official Statement") relating to the Series B Bonds. Subject to the terms and conditions of the Purchase Agreement, the Underwriters will accept such delivery and pay the purchase price for the Series B Bonds. All the foregoing described transactions are referred to herein as the "Settlement", and the date upon which such transactions are consummated is referred to herein as the "Settlement Date".

The Authority will have no obligation to issue, sell, and deliver the Series B Bonds, and the Underwriters will have no obligation to purchase the Series B Bonds if, because of a Change in Law (defined below), such issuance, sale, and delivery would be illegal as to the Authority. In such event, the Authority will have no liability whatsoever for its failure to issue, sell, and deliver the Series B Bonds, and the Underwriters will have no liability for their failure to purchase the Series B Bonds.

In addition, as described below under "DESCRIPTION OF FORWARD DELIVERY BOND PURCHASE AGREEMENT; Termination of Purchase Agreement", the Representative, on behalf of the Underwriters, may terminate the Purchase Agreement, without liability, by notification to the Authority, if at any time on or prior to the Settlement Date there occurs an event comprising a Change in Law.

Conditions to Settlement

General

The Settlement and the issuance of the Series B Bonds will not require further action by the Authority, other than the satisfaction of the specific conditions of the Purchase Agreement, including delivery of the Settlement Document. The Settlement Documents include, among other items, the opinion of Bond Counsel in substantially the form set forth in APPENDIX D, certain other opinions of Bond Counsel and the Counsel to the Underwriters, and certificates of the Authority as to the completeness and accuracy of the Supplement to Official Statement. The Purchase Agreement requires the Authority to prepare the Supplement to Official Statement as of a date between June 1, 2006 and June 21, 2006 (inclusive) and to furnish it to the Underwriters.

THE PURCHASE AGREEMENT DOES NOT PERMIT THE UNDERWRITERS TO REFUSE TO ACCEPT DELIVERY OF AND PAY FOR THE SERIES B BONDS BECAUSE OF ANY ADVERSE CHANGE IN THE FINANCIAL CONDITION OR OPERATIONS OF THE AUTHORITY; RATHER, IT PERMITS SUCH REFUSAL ONLY IF ANY SUCH CHANGE HAS NOT BEEN ACCURATELY AND COMPLETELY DESCRIBED IN THE SUPPLEMENT TO OFFICIAL STATEMENT OR IN A SUPPLEMENT OR AMENDMENT TO THE SUPPLEMENT TO OFFICIAL STATEMENT OR IF SUCH CHANGE WOULD CAUSE THE AUTHORITY OR ANOTHER PARTY TO BE UNABLE TO DELIVER ANY OF THE SETTLEMENT DOCUMENTS IN THE FORM AND SUBSTANCE PROVIDED FOR IN THE PURCHASE AGREEMENT.

FAILURE TO COMPLETE THE REQUIREMENTS OF THE SETTLEMENT, INCLUDING FAILURE OF THE AUTHORITY TO DELIVER ANY OF THE SETTLEMENT DOCUMENTS IN THE FORM AND SUBSTANCE PROVIDED FOR IN THE PURCHASE AGREEMENT (UNLESS SUCH FAILURE IS WAIVED BY THE REPRESENTATIVE), WILL MEAN THAT THE SERIES B BONDS WILL NOT BE ISSUED AND DELIVERED. THE REPRESENTATIVE HAS THE RIGHT, BUT IT IS UNDER NO OBLIGATION, TO WAIVE ANY SUCH FAILURE.

Issuance of Legal Opinions

It is a condition to the issuance of the Series B Bonds on the Settlement Date that Bond Counsel deliver its approving opinion in substantially the form attached hereto as APPENDIX D, as described under the heading “DESCRIPTION OF THE FORWARD DELIVERY BOND PURCHASE AGREEMENT; Conditions to Settlement”.

The ability of Bond Counsel to deliver such an opinion on the Settlement Date is subject to its review and analysis at that time of certain matters, including, among others, the application of the proceeds of the Series B Bonds and pertinent provisions of the Act, federal income tax and securities laws, regulations, rulings, and court decisions, including, but not necessarily limited to, state law and securities laws then in effect or proposed to be in effect. Bond Counsel has advised the Authority and the Underwriters that, assuming satisfaction by the Authority and the Underwriters of their respective obligations to be satisfied in the Purchase Agreement, and the issuance of the Series B Bonds, and no change in any applicable law, regulations, or rulings, or in interpretations thereof, or in any other facts or circumstances (tax or otherwise) which, in Bond Counsel’s view, affect or are material to its opinion (including without limitation, the existence of any litigation), Bond Counsel expects to be able to issue, on the Settlement Date, an opinion substantially in the form set forth in APPENDIX D.

In addition, to deliver such opinion, Bond Counsel will require appropriate certifications and representations to establish the Authority’s reasonable expectations. Although the Authority is not aware, as of the date of this Official Statement, of any information that would lead it to believe that it will be unable to satisfy its obligations under the Purchase Agreement on the Settlement Date, no assurances can be made that there will be no change in any applicable law, regulations, or rulings, or in interpretations thereof, prior to the Settlement Date. Furthermore, no assurance can be made that the facts and circumstances that are material to such opinion will not differ, as of the Settlement Date, from those that are currently expected, or that such certifications and representations will be delivered and made in connection with the issuance of the Series B Bonds. As a consequence of any of the foregoing, such opinion of Bond Counsel may not be rendered.

As described above, the Purchase Agreement does not permit the Underwriters to refuse to accept delivery of and pay for the Series B Bonds because of any adverse change in the financial condition or operations of the Authority. Accordingly, it is not a condition to the Settlement that any of the rating agencies confirm any ratings of the Authority.

Termination of Purchase Agreement

The Representative, on behalf of the Underwriters, may terminate the Purchase Agreement, without liability, by notification to the Authority if, at any time on or before the Settlement Date there occurs an event comprising a Change in Law.

A “Change in Law” is defined in the Purchase Agreement and the Delivery Contract as:

- (i) any change in or addition to applicable federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations, or other pronouncements or interpretations by federal or state agencies;
- (ii) any legislation enacted by the Congress of the United States or introduced therein or recommended for passage by the President of the United States (if such enacted, introduced or recommended legislation has a proposed effective date which is on or before the Settlement Date);
- (iii) any rule or regulation proposed or enacted by any governmental body, department, or agency (if such proposed or enacted rule or regulation has a proposed effective date which is on or before the Settlement Date);
or
- (iv) any judgment, ruling, or order issued by any court or administrative body;

which in any such case, would:

(A) as to the Underwriters, legally prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) the Underwriters from

- (1) accepting delivery of and paying for the Series B Bonds in accordance with the provisions of the Purchase Agreement or
- (2) selling the Series B Bonds or beneficial ownership interests therein to bona fide purchasers; or

(B) as to the Authority, would:

- (1) make the issuance, sale, or delivery of the Series B Bonds illegal (or have the retroactive effect of making such issuance, sale, or delivery illegal, if enacted, adopted, passed, or finalized);
- (2) eliminate the exclusion from gross income of interest on the Series B Bonds (or have the retroactive effect of eliminating such exclusion if enacted, adopted, passed, or finalized); or
- (3) require the Series B Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture or Resolution to be qualified under the Trust Indenture Act of 1939,

provided, however, that such change in or addition to law, legislation, rule or regulation, or judgment, ruling, or order shall have become effective, been enacted, introduced, or recommended, or been proposed or been issued, as the case may be, subsequent to the date of the Purchase Agreement. IF A CHANGE OR ADDITION TO LAW, LEGISLATION, RULE OR REGULATION, OR JUDGMENT, RULING OR ORDER INVOLVES THE ENACTMENT OF LEGISLATION WHICH ONLY DIMINISHES THE VALUE OF, AS OPPOSED TO ELIMINATING THE EXCLUSION FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES, OF INTEREST PAYABLE ON THE SERIES B BONDS, THE AUTHORITY MAY, NONETHELESS, BE ABLE TO SATISFY THE REQUIREMENTS FOR THE DELIVERY OF THE SERIES B BONDS. IN SUCH EVENT, PURCHASERS WOULD BE REQUIRED TO ACCEPT DELIVERY OF THE SERIES B BONDS.

Other Investment Considerations

Events which may occur prior to the Settlement Date may have significant consequences to investors who have agreed to purchase the Series B Bonds on the Settlement Date. The values of the Series B Bonds of each maturity on the Settlement Date will likely be greater or less than, the purchase prices therefor, and such differences may be substantial. Several factors may adversely affect such values including, but not limited to, a general increase in interest rates for all obligations and other indebtedness, any threatened or adopted change in the federal income tax laws affecting the relative benefits of owning tax-exempt securities versus other types of investments, such as fully taxable obligations, or any adverse development with respect to the Authority's results of operations, financial condition, or prospects or with respect to the ratings of the Authority's general obligations or the Series B Bonds. In addition, changes or proposed changes in federal income tax laws or regulations or interpretations thereof could affect the market value of tax-exempt securities generally, including, without limitation, the Series B Bonds, without preventing the delivery of the Series B Bonds at the Settlement.

Secondary Market Risk

The Underwriters are not obligated to make a secondary market in the Series B Bonds. No assurance is given that a secondary market will exist for the Series B Bonds before the Settlement Date, and investors should assume that those bonds will be illiquid during that period.

Market Value Risk

The market value of the Series B Bonds on the Settlement Date could be greater or less than the purchase price paid by an investor, and the difference could be substantial. Changes in market value of the Series B Bonds could result from general market conditions or other factors, including changes in the financial condition or operations of the Authority. Neither the Underwriters nor the Authority make any representation as to the market price of the Series B Bonds as of the Settlement Date.

MISCELLANEOUS

All quotations from, and summaries and explanations of, the Act, the Indenture, the Lease, the Agreement, the Bonds and the 2006 Bonds contained in this Official Statement do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their respective provisions. The Appendices attached hereto are a part of this Official Statement. Copies in reasonable quantity of the Act, the Indenture, the Agreement and the Lease may be obtained during the offering period of the 2006 Bonds upon request directed to the Authority, 702 Capitol Avenue, Suite 92, Frankfort, Kentucky 40601, or the Underwriters, Morgan Stanley & Co. Incorporated, 1221 Avenue of the Americas, 30th Floor, New York, NY 10020.

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 among the Authority, the Transportation Cabinet and the purchasers or holders of any of the 2006 Bonds.

THE TURNPIKE AUTHORITY OF KENTUCKY

By: /s/ F. Thomas Howard
Treasurer, The Turnpike Authority of Kentucky

THE TRANSPORTATION CABINET OF THE
COMMONWEALTH OF KENTUCKY

By: /s/ Bill Nighbert
Secretary, Transportation Cabinet

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APPENDIX A

DEBT INFORMATION PERTAINING TO THE COMMONWEALTH OF KENTUCKY

COMMONWEALTH DEBT MANAGEMENT

Management

The Office of Financial Management (“OFM”), Finance and Administration Cabinet has central responsibility for the issuance, management, review and approval of all debt issued by the Commonwealth and its agencies. Table I lists state agencies which are active issuing entities. OFM is also responsible for the coordination and monitoring of cash needs relative to debt activity, debt service payments and the development of a comprehensive long-term debt plan. OFM serves as primary staff to the State Property and Buildings Commission, the Kentucky Asset/Liability Commission, and the Kentucky Local Correctional Facilities Construction Authority.

Structure

The Commonwealth’s indebtedness is classified as either appropriation supported debt or non-appropriation supported debt.

Appropriation supported debt carries the name of the Commonwealth and is either (i) a general obligation of the Commonwealth, or (ii) a project revenue obligation of one of its debt issuing agencies created by the Kentucky General Assembly to finance various projects which is subject to state appropriation for all or a portion of the debt service on the bonds.

General obligation bonds pledge the full faith, credit and taxing power of the Commonwealth 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. Kentucky has not issued general obligation bonds since 1966. The Commonwealth has no general obligation bonds outstanding.

Project revenue notes and bonds are issued by various debt issuing authorities of the Commonwealth. The revenues produced by the projects funded by the debt are pledged as security for repayment of the debt. Project revenues are not a direct obligation of the Commonwealth. Project revenues are, in some cases, derived partially or solely from biennial appropriations of the General Assembly. In other cases, the direct revenues generated from the project funded constitute the entire source of payment.

Non-appropriation or moral obligation debt carries the name of the Commonwealth for the benefit and convenience of other entities within the Commonwealth. This type of indebtedness is a special obligation of the issuer, secured and payable solely from the sources pledged for the payment thereof and do not constitute a debt, liability, obligation or a pledge of the faith and credit of the Commonwealth. The General Assembly does not intend to appropriate any funds to fulfill the financial obligations represented by these types of indebtedness. In the event of a shortfall the issuer covenants to request from the Governor and the General Assembly sufficient amounts to pay debt service.

Default Record

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

**TABLE I
ACTIVE DEBT ISSUING ENTITIES**

ENTITY	STATUTORY AUTHORITY/ PURPOSE	DEBT LIMITATIONS	RATING*
State Property and Buildings Commission	KRS 56.450 Provide financing for capital construction projects and financing programs approved by the General Assembly.	Cannot incur debt without prior approval of projects and appropriation of debt service by General Assembly.	Aa3/A+/AA-
Kentucky Asset/Liability Commission	KRS 56.860 Provide interim financing of capital projects and cash flow borrowings to meet working capital needs of the state.	Cannot incur debt without prior approval of projects and appropriation of debt service by General Assembly, exclusive of cash flow borrowings within a fiscal year.	Varies
Turnpike Authority of Kentucky	KRS 175.410-175.990 Construct, maintain, repair, and operate Turnpike projects, resource recovery roads and economic development roads.	Cannot incur debt without prior approval of projects and appropriation of debt service by General Assembly.	Aa3/AA/AA-
The State Universities (consisting of nine)	KRS 56.495 Construct educational buildings and housing and dining facilities.	Cannot incur debt without prior approval of projects and appropriation of debt service by General Assembly.	Varies
Kentucky Housing Corporation	KRS 198A Make low interest mortgage loans and construction loans to increase the supply of housing for low and moderate income residents in the State.	Limited to \$2,500,000,000 of debt outstanding	Aaa/AAA/NR
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.	Revolving Fund programs cannot incur debt without appropriation of debt service by the General Assembly. Without legislative approval, other programs are limited to debt outstanding of \$500,000,000.	Aa3/A+/AA-
Kentucky Higher Education Student Loan Corporation	KRS 164A Make guaranteed student loans to residents of the state to attend postsecondary institutions and to make loans to students attending postsecondary schools within the state.	Limited to \$5,000,000,000 of debt outstanding.	NR/AAA/AAA (Senior Series) NR/A/A (Subordinate Series)
School Facilities Construction Commission	KRS 157.611-157.665 Assist local school districts with the financing and construction of school buildings. Finance the construction of vocational education facilities.	Cannot incur debt without appropriation of debt service by General Assembly.	Aa3
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 the state.	None.	Varies
Kentucky Local Correctional Facilities Construction Authority	KRS 441.605-441.695 Provide an alternative method of constructing, improving, repairing and financing local jails.	Limited to the level of debt service supported by court fees pledged as repayment for the bonds.	Aaa/AAA/NR (Insured)

* Ratings, where applicable, include Moody's, Standard & Poor's and Fitch. Standard & Poor's rates the Kentucky Infrastructure Authority's bonds which are paid from revenues (not appropriated funds), AA. Certain State Property and Buildings Commission Agency Fund Revenue Bonds may have ratings different than those identified above.

APPENDIX B

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

The following statements are brief summaries of certain provisions of the Indenture, the Lease and the Agreement relating to the Bonds, not summarized elsewhere in this Official Statement. Such statements do not purport to be complete and reference is made to the Indenture, the Lease and the Agreement for the full text thereof.

CERTAIN DEFINITIONS

Certain capitalized terms used in this Official Statement will have the following meanings. Capitalized terms used and not otherwise defined in this Official Statement will have the meanings given them in the Indenture, the Lease and the Agreement.

“Accreted Value” means, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond at its original issuance plus the interest accrued on the Capital Appreciation Bond from the date of its original issuance to the Interest Payment Date preceding the date of computation or the date of computation if an Interest Payment Date, compounded on each Interest Payment Date at the interest rate per annum set forth in the Series Resolution authorizing the issuance of such Capital Appreciation Bond, plus, if such date of computation is not an Interest Payment Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date) and the Accreted Value as of the immediately succeeding Interest Payment Date, calculated based upon an assumption that Accreted Value accrues during any period in equal daily amounts on the basis of a year of 360 days consisting of 12 months of 30 days each.

“Act” means Chapter 175 of the *Kentucky Revised Statutes*, as amended from time to time.

“Adjusted Revenue” has the meaning given it under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS — Restrictions on Future Financings” in this Official Statement.

“Agreement” means the Economic Development Road Revenue Revitalization Project Agreement dated as of October 1, 1990, made and entered into by the Authority and the Transportation Cabinet, as supplemented.

“Ambac Insured 2006 Bonds” means the Ambac Insured Series A Bonds and the Ambac Insured Series B Bonds.

“Ambac Insured Series A Bonds” means the Series A Bonds maturing July 1, 2009 through July 1, 2026, inclusive.

“Ambac Insured Series B Bonds” means the Series B Bonds maturing July 1, 2012 through July 1, 2017, inclusive, and the Series B Bonds maturing July 1, 2024 through July 1, 2026, inclusive.

“Amortization Requirement” for any Fiscal Year means the amount required for such Fiscal Year for the payment of the principal of specified Outstanding Term Bonds, plus the premium, if any, on such principal amount of Outstanding Term Bonds, which would be payable during such Fiscal Year for the redemption or payment at maturity of such principal amount of Outstanding Term Bonds.

“Appreciated Value” will have the meaning given it in the Indenture.

“Authority” means The Turnpike Authority of Kentucky, a de jure municipal corporation and political subdivision of the Commonwealth, and any successor or successors to the Authority.

“Biennial Term” means the two-year fiscal period of the Commonwealth, commencing on the first day of July in an even-numbered calendar year and ending on the last day of June of the next ensuing even-numbered calendar year.

“Bond Fund” means the Kentucky Economic Development Road Bond Fund (Revitalization Projects) established by the Indenture, including the four accounts therein, namely, “Capitalized Interest Account,” “Bond Service Account,” “Redemption Account” and “Rebate Account”, described under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS — Flow of Funds” in this Official Statement.

“Bonds” means all economic development road revenue bonds, and all economic development road revenue refunding bonds at any time issued under the Indenture, including the 2006 Bonds.

“Capital Appreciation Bonds” means those Bonds as to which interest is compounded on each of the applicable dates designated for compounding and payable in an amount equal to the then current Accreted Value only at the maturity, earlier redemption or other payment date therefor, all as so designated by the Series Resolution providing for the issuance of such Bonds.

“Capital Appreciation and Income Bonds” will have the meaning given it in the Indenture.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the Treasury Regulations promulgated thereunder.

“Construction Fund” means the Kentucky Economic Development Road Construction Fund (Revitalization Projects), established by the Indenture.

“Cost” or “Costs,” as applied to the System or any Revitalization Project, includes without limitation, the costs of construction of Revitalization Projects and all obligations and expenses and all items of cost set forth in the Indenture.

“Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the Authority and related to the authorization, sale and issuance of Bonds, as further described in the Indenture.

“Current Interest Bonds” means any Bonds the interest on which is paid currently on Interest Payment Dates.

“Defeased Municipal Obligations” means obligations of state or local governments or obligations of public authorities or agencies which are rated in the highest rating category by S&P or Moody’s and provisions for payment of which have been made by deposit of monies or Government Obligations with a trustee or escrow agent for the benefit of holders of such Defeased Municipal Obligations.

“Depositary” means one or more banks or trust companies, which may include the Trustee, designated by the Authority as a depositary of monies under the provisions of the Indenture and which, for the Construction Fund, includes the Treasury of the Commonwealth.

“Economic Development Road Account” means the account of that name in the Road Fund of the Commonwealth established pursuant to Section 175.810 of the *Kentucky Revised Statutes*, or any successor account thereto.

“Eighth Supplemental Agreement” means the agreement amending the Agreement to provide for the coverage of the Lease.

“Eighth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“Fifth Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Fifth Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Financing/Fourth Supplemental Lease Agreement” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Financing/Seventh Supplemental Lease Agreement” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“First Amendment to Financing/Fourth Supplemental Lease Agreement” means the amendment to the Financing/Fourth Supplemental Lease Agreement modifying the rental payments under the Lease.

“First Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“First Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Fiscal Year” means the period commencing on the first day of July of any calendar year and ending on the last day of June of the following calendar year.

“Fourth Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Government Obligations” means (a) direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States of America; (b) certificates, depositary receipts or other instruments which evidence a direct ownership interest in obligations described in clause (a) above or in any specific interest or principal payments due in respect thereof; provided, however, that the custodian of such obligations or specific interest or principal portions must be a Qualified Financial Institution; and (c) Defeased Municipal Obligations.

“Interest Payment Date” means, with respect to the 2006 Bonds, January 1 and July 1 of each year, commencing July 1, 2006 with respect to Series A Bonds and January 1, 2007 with respect to Series B Bonds.

“Lease” means the Economic Development Road Revenue Revitalization Project Lease dated as of October 1, 1990 between the Authority and the Transportation Cabinet, as supplemented.

“Maximum Annual Debt Service” has the meaning given it under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS — Restrictions on Future Financings” in this Official Statement.

“Ninth Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Ninth Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Outstanding” when used in reference to the Bonds, means, as of any particular date, the aggregate of all Bonds authenticated and delivered hereunder except:

(a) those cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

- (b) those deemed to be paid under the Indenture;
- (c) those deemed to be purchased in accordance with any agreement with a Tender Agent or Remarketing Agent; and
- (d) those in lieu of or in exchange or substitution for which other Bonds have been authenticated and delivered under the Indenture.

“Permitted Investments” means (a) obligations, and contracts for future delivery of obligations, backed by the full faith and credit of the United States or a United States government agency, or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (a); (b) obligations of any corporation of the United States Government; (c) collateralized or uncollateralized certificates of deposit, issued by banks rated in one of the three highest categories by a nationally-recognized rating agency or other interest-bearing accounts in depository institutions chartered by the Commonwealth or by the United States, except for shares in mutual savings banks; (d) bankers acceptances for banks rated in one of the three highest categories by a nationally-recognized rating agency; (e) commercial paper rated in the highest category by a nationally-recognized rating agency; (f) securities issued by a state or local government, or any instrumentality or agency thereof, in the United States, and rated in one of the three highest categories by a nationally-recognized rating agency; (g) repurchase agreements for obligations described in (a) through (f) above, provided that the entity which agrees to repurchase such obligations from the Authority must be a Qualified Financial Institution or a government bond dealer reporting to, trading with and recognized as a primary dealer by a Federal Reserve Bank, in any case with a capital and surplus aggregating at least \$100,000,000, and provided that the agreement provides for the Authority to be secured by such obligations with a market value at least equal to the repurchase amount; and (h) any other investment permitted by Kentucky Revised Statute 42.500, as amended from time to time.

“Revenue Fund” means the Kentucky Economic Development Road Revenue Fund (Revitalization Projects) established by the Indenture, described under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS -- Flow of Funds” in this Official Statement.

“Revenues” means all rental, moneys and any other revenues, and, during such times as the Lease is not in effect, motor fuel taxes and surtaxes derived from motor fuels consumed on the System not directed by law or previous binding contract to be applied to uses other than payment on the Bonds, and any other revenues, all as derived from time to time by the Authority from its ownership or operation of the System which can be legally applied to the payment of the Bonds.

“Second Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Second Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Serial Bonds” means the Bonds so designated in a Series Resolution.

“Series” means all Bonds authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rates or other provisions.

“Series Resolution” means the resolution of the Authority authorizing the issuance of a particular series of Bonds, including any resolution supplemental thereto.

“Seventh Supplemental Agreement” means the agreement amending the Agreement to provide for the coverage of the Lease.

“Short Term Rate” means an interest rate on a Bond that varies from period to period during the term of the Bonds, which Bond may or may not be subject to a Put, and which may include an interest rate fixed for a period of time less than the term of the Bond, all as designated in the resolution pursuant to which such Bonds are issued.

“Sixth Supplemental Agreement” means the agreement amending the Agreement to provide for the coverage of the Lease.

“Sixth Supplemental Lease” means the lease amending the Lease to provide for the modification of rental payments under the Lease.

“SPBC” means the State Property and Buildings Commission.

“State Investment Commission” means the Investment Commission of the Commonwealth or, if the Investment Commission shall be abolished, the department, board, body or commission succeeding to the principal functions thereto or to whom the powers given by *Kentucky Revised Statutes* Section 42.500, as amended from time to time, to the Investment Commission shall be transferred by law.

“System” means that portion of the Kentucky economic development road system within the meaning of the Act consisting of all the Revitalization Projects funded under the Indenture.

“Term Bonds” means the Bonds so designated in a Series Resolution.

“Third Supplemental Agreement” means the agreement amending the Agreement to provide for, inter alia, the transfer of certain economic development road projects to the coverage of the Lease.

“Third Supplemental Lease” means the lease amending the Lease to provide for, inter alia, the transfer of certain economic development road projects to the Lease and the modification of rental payments under the Lease.

“Transportation Cabinet” means the Transportation Cabinet of the Commonwealth or, Transportation Cabinet is abolished, the department, board, body or commission succeeding principal functions thereof or to whom the powers given by the Act to the Transportation Cabinet are transferred by law.

“Trustee” means J.P. Morgan Trust Company, National Association, as trustee under the Indenture, and any successor Trustee appointed pursuant to the Indenture.

“Uninsured 2006 Bonds” means the Series A Bonds maturing July 1, 2007 and July 1, 2008 and the Series B Bonds maturing July 1, 2018 through July 1, 2023, inclusive.

THE TRUST INDENTURE

Ownership of Bonds

Any registered owner of any Bond is granted power to transfer absolute title thereto, by assignment thereof before maturity of such Bond, to a bona fide purchaser, for value (present or antecedent) without notice of prior defeasances or equities or claims of ownership enforceable against his assignor or any person in the chain of title. Every prior holder or owner of any Bond will be deemed to have waived and renounced all its right therein in favor of every such bona fide purchaser, and every such bona fide purchaser will acquire absolute title thereto and to all rights represented thereby. Registration of transfer of ownership of 2006 Bonds is accomplished as described under the caption “DESCRIPTION OF 2006 BONDS — Transfer and Exchange” in this Official Statement.

Mutilated, Destroyed or Lost Bonds

In case any Bond secured under the Indenture becomes mutilated or is destroyed or lost, the Authority or any designated officer of the Authority will cause to be executed, and the Trustee will authenticate and deliver, a

new Bond of the date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the holder's paying the reasonable expenses and charges of the Authority and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, his filing with the Trustee evidence satisfactory to it and to the Authority that such Bond was destroyed or lost, and of his ownership thereof, and furnishing the Authority and the Trustee indemnity satisfactory to them.

Credits Against Amortization Requirements

At its option, to be exercised by written notice to the Trustee on or before the 60th day preceding any Interest Payment Date on which an Amortization Requirement is due, the Authority may (i) deliver to the Trustee for cancellation, Bonds of the maturity which is subject to such Amortization Requirement, in any aggregate principal amount desired, or (ii) receive credit for any Bonds of the maturity which is subject to such Amortization Requirement which prior to said date have been redeemed (otherwise than through an Amortization Requirement) or purchased and cancelled by the Trustee and not theretofore applied as a credit against the Amortization Requirements for such maturity of Bonds. Each Bond delivered or previously redeemed or purchased as described above will be credited by the Trustee at the principal amount thereof against any Amortization Requirement for such maturity of Bonds as the Authority in its discretion may deem proper, and on the date such Amortization Requirement for such maturity of Bonds is payable, such Amortization Requirement shall be correspondingly reduced.

Construction Fund

All payment of costs of the Revitalization Projects are to be made from the Construction Fund established under the Indenture. When any payment of the cost of Revitalization Projects is made from the Construction Fund, the Authority is required to file with the State Treasurer, with a copy to the Trustee, a warrant in the form required by the Indenture. The Indenture provides for the creation of a fund to be used by the Authority for the payment of items of cost and expenses in connection with the construction of the Revitalization Projects which cannot conveniently be paid upon requisition. The fund is deemed a part of the Construction Fund and will be reimbursed from other monies in the Construction Fund upon requisition of the Authority. No amounts are to be paid from the Construction Fund during the time the Lease is not in effect.

Upon certification of completion of construction of the Revitalization projects in respect to which the Bonds have been issued and the payment of all costs or the making of provision therefor, any balance in the Construction Fund, including any revolving fund, will be transferred to the Bond Service Account.

Revenue Fund

The Authority covenants that it will cause all rentals paid by the Cabinet to the Authority under the Lease to be deposited in the Revenue Fund.

If and so long as the Lease shall be in effect, the Trustee shall make withdrawals from the Revenue Fund to the extent monies are available therein and, not later than the Interest Payment Date, shall make deposits to the credit of the accounts described under the caption "SECURITY AND SOURCE OF PAYMENT FOR THE 2006 BONDS — Flow of Funds" in this Official Statement.

Bond Fund

Capitalized Interest Account. On or prior to each Interest Payment Date for Bonds of which any interest has been capitalized, the Trustee will transfer from the Capitalized Interest Account to the Bond Service Account the amounts which, when added to the amount, if any, which has otherwise been deposited from the proceeds of the Series of Bonds, will equal the amount required to pay the interest to become due and payable on such Bonds on such Interest Payment Date.

Bond Service Account. On each Interest Payment Date, the Trustee will apply amounts on deposit in the Bond Service Account to pay principal and interest on the Bonds, including any Amortization Requirement, or to

reimburse the obligor under any Credit Facility for amounts paid under the Credit Facility to pay such principal and interest.

Redemption Account. Monies held for the credit of the Redemption Account will be applied to the retirement of Bonds as follows:

(a) The Trustee, pursuant to the direction of the Authority, will endeavor to purchase Bonds or portions of Bonds Outstanding, whether or not such Bonds or portions thereof are then subject to redemption, at the most advantageous price obtainable with reasonable diligence, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the holder of such Bonds under the provisions of the Series Resolutions pursuant to which such Bonds were issued, if such Bonds or portions of Bonds were called for redemption on such date. No such purchase will, be made by the Trustee within the period of 60 days preceding any Interest Payment Date on which such Bonds are subject to redemption.

(b) The Trustee will call for redemption on each date on which Bonds are subject to redemption from monies in the Redemption Account such amount of Bonds or portions of Bonds then subject to redemption; provided that not less than \$100,000 principal amount of Bonds may be called for redemption at any one time unless the Authority otherwise directs; and provided further that any monies in the Redemption Account 15 days prior to any redemption date which are not to be used to redeem Bonds on the following redemption date will be transferred to the Bond Service Account to be applied to the payment of principal of and interest on Bonds on the next Interest Payment Date. Any monies in the Redemption Account on the second Interest Payment Date following the deposit of such monies thereto which are not to be used to redeem Bonds on such date will be transferred to the Bond Service Account and applied to pay principal and interest on Bonds payable on such date.

Rebate Account. For all Bonds other than taxable Bonds; the Trustee will make deposits into and payments from the Rebate Account at such times and in such manner as provided in the rebate agreement to be entered into between the Trustee and the Authority applicable to each Series of Bonds.

Depositary

Except as otherwise provided in the Indenture, all monies received by the Authority under the provisions of the Indenture and all obligations purchased as an investment of such monies required by the Indenture to be held or maintained by the Trustee may be deposited by the Trustee in one or more Depositaries and at the direction of the Authority must be deposited in one or more Depositaries in such amounts as the Authority, with the concurrence of the State Investment Commission, directs consistent with the Indenture. All monies and investments deposited under the provisions of the Indenture with the Trustee or any other Depositary will be held in trust and applied only in accordance with the provisions of the Indenture and will not be subject to lien or attachment by any creditor of the Authority.

Investments

Monies held in the Revenue Fund, Bond Service Account, the Capitalized Interest Account, the Redemption Account and the Rebate Account of the Bond Fund are to be invested and reinvested, in accordance with the direction of the State Investment Commission, in Permitted Investments which mature, or which are subject to redemption by the holder thereof at the option of such holder, not later than the respective dates when the money held for the credit of said accounts will be required for the purposes intended.

To the extent permitted by law, monies held for the credit of the Construction Fund, excluding the money set aside as provided in the Indenture, are also to be invested and reinvested, in accordance with the direction of the State Investment Commission, in Permitted Investments.

Obligations so purchased as an investment of monies in any such Fund or Account will be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and any profit realized from such investment will be credited to such Fund or Account, and any loss resulting from such investment will be charged to such Fund or Account. The Trustee is to sell at the best price reasonably obtainable or present for redemption any

obligation so purchased whenever it is necessary in order to provide money to meet any payment or transfer from such Fund or Account. Neither the Trustee nor the Authority will be liable or responsible for any loss resulting from any such investment.

Arbitrage Covenant

The Authority has covenanted not to permit the proceeds of the Bonds or any other fund of the Authority to be used in such manner as to constitute any such bond an “arbitrage bond” as that term is defined in Section 148 of the Code.

Other Covenants of the Authority

The Authority covenants in the Indenture that at all times while any Bonds are Outstanding, it will require the Transportation Cabinet to bear, except to the extent that such cost is paid by the Transportation Cabinet to the Authority pursuant to the Lease, all costs of maintenance, repair and operation of the System as public highways provided for the use of the Commonwealth, pursuant to the provisions of the Act and as provided in the Agreement.

The Authority covenants and agrees that it will not take any action or do anything which may result in the termination or cancellation of the Lease or in a failure of renewal of the Lease other than as may be provided therein; and that it will not enter into any supplement to the Lease or the Agreement except as may be provided therein.

The Authority covenants that it will not create or suffer to be created any lien or charge upon the rentals payable under the Lease or, if the Lease is not in effect for any period, upon the motor fuels taxes or surtaxes derived from motor fuel consumed on the System during such period, superior or equal to the lien and charge of and in favor of the Bonds; and that it will cause to be paid or otherwise discharged certain claims against the Revitalization Projects unless such claims are being contested in good faith.

The Authority has covenanted not to expend proceeds of the Bonds on any express highway or superhighway or part of parts thereof originally constructed as a “turnpike project” or a “resource recovery road project,” as defined in the Act, unless the authority to do so has been established by amendment of the Act or other legislation or by a final decision (including a decision not to review a lower decision) of the highest court of the Commonwealth.

The Authority has covenanted to keep or cause to be kept records of the total cost and the total length, in miles, of the Revitalization Projects constructed with all or a portion of the proceeds of a Series of Bonds and that, if the Lease is not in effect for any period, to keep or cause to be kept accurate records and accounts of the motor fuel taxes and surtaxes derived from motor fuel consumed on the System and received from the Commonwealth and the application of such motor fuel taxes and surtaxes. Such records will be open at all reasonable times to the inspection of the Trustee and the bondholders and their agents and representatives. The Authority also covenants to cause certain audits to be made of the funds and accounts under the Indenture pledged to the payment of the Bonds.

The Authority has covenanted that it will not sell, lease or otherwise dispose of or encumber the System or any part thereof, except as otherwise provided in the Indenture and the Lease.

Arrearages

In case the time for payments of interest on any Bond is extended, whether or not such extension is with the consent of the Authority, such interest so extended will not be entitled in case of default under the Indenture to the benefit or security of the Indenture except subject to the prior payment in full of the principal of all Outstanding Bonds and interest the time for the payment of which has not been extended.

Events of Default

Each of the following events is an event of default under the Indenture:

(a) if payment of the principal of, redemption premium, if any, on, and Amortization Requirement for, any of the Bonds is not made when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) if payment of any installment of interest on any of the Bonds shall not be made when the same becomes due and payable; or

(c) if the Authority shall for any reason be rendered incapable of fulfilling its obligations under the Indenture; or

(d) failure to pay an amount due in respect of a Put of any Bond when such amount has become due and payable; or

(e) certain events required by an obligor of a Credit Facility described in a Series Resolution pursuant to which the Series of Bonds secured by said Credit Facility were issued, including, without limitation, the occurrence of an event of default under any reimbursement agreement pursuant to which the Credit Facility is issued or failure to reinstate the Credit Facility following a drawing thereon to pay such Series of Bonds; or

(f) if final judgment for the payment of money is rendered against the Authority as a result of the ownership, control or operation of the System and any such judgment shall not be discharged within 60 days from the entry thereof or an appeal is not taken therefrom or from the order, decree or process upon which or pursuant to which such judgment has been granted or entered, in such manner as to stay the execution of a levy under such judgment, order, decree or process or the enforcement thereof; or

(g) if any proceeding is instituted by the Authority pursuant to the federal bankruptcy code or any federal or state statute for the purpose of adjusting the claims of creditors of the Authority or of entities such as the Authority, if claims of the Authority's creditors are under any circumstances payable from the revenues of the System; or

(h) if the Authority defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or the Indenture on the part of the Authority to be performed; provided that no such default will constitute an event of default until written notice thereof has been given to the Authority by the Trustee (which may give such notice in its discretion and shall give notice at the written request of the holders of not less than 10% in principal amount of the Outstanding Bonds) and the Authority shall have had 60 days after receipt of such notice to correct such default or cause the same to be corrected and shall not have corrected such default or caused the same to be corrected within such period; and provided further that if the default is such that it cannot be corrected within such period, it shall not constitute an event of default if action to correct the same is instituted within such period and diligently pursued until default is corrected.

Acceleration

Upon any event of default, except as described in subparagraph (e) above, the Trustee may, and upon the written request of the registered owners of not less than 20% in aggregate principal amount of the Bonds Outstanding must, declare the principal of all of the Bonds Outstanding (if not then due and payable) to be immediately due and payable, anything contained in the Bonds or in the Indenture to the contrary notwithstanding. Upon an event of default described in subparagraph (e) above and the receipt by the Trustee of notice thereof from the obligor under the Credit Facility, the Trustee will make such declaration on the first day on or after its receipt of such notice on which the Trustee may draw on such Credit Facility.

If, at any time after such declaration, but before the entry of a final judgment or decree in any suit, action or proceeding instituted on account of such default or before the completion of the enforcement of any other remedy under the Indenture, sufficient moneys have accumulated in the Bond Fund to pay the principal of all matured Bonds and all arrears of interest, if any, upon all Bonds Outstanding (except the principal of any Bonds not then due by their terms and the interest accrued on such Bonds since the last Interest Payment Date) and provision for payment of amounts due the Trustee and the Authority under the Indenture has been made, and every other default known to

the Trustee has been remedied to the satisfaction of the Trustee, the Trustee, with the consent of the obligor under any Credit Facility, may, and upon written request of the registered owners of not less than 20% in aggregate principal amount of the Bonds Outstanding and not then due by their terms and with the consent of the obligor under any Credit Facility, or at the direction of the obligor under any Credit Facility, must, rescind and annul such declaration of acceleration and its consequences. If an event of default described in subparagraph (e) above has occurred and the Trustee thereafter receives notice from the obligor under a Credit Facility that the notice which caused such event of default has been withdrawn and that the amounts available to be drawn on that Credit Facility have been reinstated as provided in the Indenture, such event of default will be deemed waived and its consequences rescinded and annulled and the Trustee will give notice thereof as provided in the Indenture. No such waiver, rescission or annulment. will, however, extend to or affect any subsequent default or impair any right consequent thereon.

Enforcement of Remedies

Upon an event of default, the Trustee may proceed, and upon the written request of the registered owners of not less than 10% in aggregate principal amount of the Bonds Outstanding or the written request of the obligor under any Credit Facility must proceed, subject to the provisions of the Indenture, to protect and enforce its rights and the rights of the bondholders under the laws of the Commonwealth and under the Indenture by any such action as the Trustee, being advised by counsel, may deem most effectual to protect and enforce such rights.

Majority of Bondholders May Control Proceedings

Anything in the Indenture to the contrary notwithstanding, the registered owners of not less than a majority in principal amount of the Bonds Outstanding have the right, subject and pursuant to the provisions of the Indenture, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee, provided that such direction may not be otherwise than in accordance with law and the provisions of the Indenture.

Restrictions Upon Actions by Individual Bondholders

No holder of any of Bonds has any right to institute any suit, action or proceeding in equity or at law on any Bond or for the execution of any trust under the Indenture or for any other remedy thereunder unless such bondholder has given the Trustee written notice of the event of default giving rise to such action and the registered owners of not less than 10% in aggregate principal amount of the Bonds Outstanding have also made written request of the Trustee after the right to exercise such powers or rights of action has accrued, and have afforded the Trustee a reasonable opportunity to either proceed or exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its name, and unless also the Trustee has been offered reasonable security and indemnity as provided in the Indenture, and the Trustee has refused or neglected to comply with such request within a reasonable time; such notification, request and offer of indemnity being in every case, at the Trustee's option, conditions precedent to the execution of the powers and trusts of the Indenture or any other remedy thereunder. Notwithstanding the foregoing, however, the owners of not less than 20% in aggregate principal amount of the Bonds Outstanding may institute any such suit, action or proceeding in their own names for the benefit of all owners of Bonds Outstanding.

The Indenture provides that except as described above, no one or more owners of Bonds has any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture, or to enforce any right thereunder, except as therein provided, all proceedings at law or in equity must be instituted, had and maintained as provided in the Indenture and for the benefit of all owners of Outstanding Bonds, and any individual right of action or other right given to one or more of such owners by law are restricted by the Indenture to the rights and remedies therein provided.

The Trustee

The Trustee has accepted and agreed to execute the trusts imposed upon it by the Indenture, but only upon the terms and conditions set forth in such Indenture. Subject to the provisions of any contract between the Authority and the Trustee relating to the Trustee's fees and expenses and those of the Trustee's counsel, the Authority will

pay, from the Revenues, the Trustee's reasonable fees and expenses and those of the Trustee's counsel for all services performed by it under the Indenture. If the Authority fails to make any payments so required by the Indenture, the Trustee may make such payment from any moneys in its possession under the Indenture, and is entitled to a preference therefor, over any of the Bonds Outstanding under the Indenture.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Authority and executed by the holders of not less than 20% of the aggregate principal amount of the Bonds Outstanding; provided that if, prior to the date on which such removal is stated to take effect an instrument or concurrent instruments in writing objecting to the removal of the Trustee are filed with the Authority and executed by the owners of a greater aggregate principal amount of the Bonds Outstanding than those executing the removal instrument, such removal instrument will be ineffective. The Trustee may resign and thereby become discharged from the trusts created pursuant to the Indenture by notice in writing given to the Authority and to all registered owners of Bonds as provided in the Indenture. No such removal or resignation of the Trustee pursuant to the Indenture will become effective, however, until the appointment and acceptance of a successor Trustee.

The Trustee is under no obligation to institute any suit, take any remedial proceeding, enter an appearance in or defend any suit or take steps in the execution of trusts or enforcement of rights and powers until indemnified to its satisfaction as provided in the Indenture, but the Trustee may so act without such indemnity and be reimbursed either by the Authority or from money under the Indenture.

Modification of the Indenture

The Authority and the Trustee may enter into supplemental trust indentures:

- (a) to cure any ambiguity or formal defect or omission in the Indenture or in any supplemental trust indenture,
- (b) to grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders or the Trustee,
- (c) to add to the covenants and agreements of the Authority in the Indenture other covenants and agreements to be observed by the Authority that are not contrary to or inconsistent with the Indenture,
- (d) to add to the limitations and restrictions in the Indenture other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with the Indenture,
- (e) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Indenture of the Revenues or of any other money, securities or funds,
- (f) to modify any of the provisions of the Indenture, in any other respect whatever, provided that such modification is, and is expressed to be, effective only after all Bonds of each Series Outstanding at the date of such supplemental indenture cease to be Outstanding,
- (g) to make any changes or modifications of the Indenture or amendments, additions or deletions which may be required to permit the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or laws analogous thereto applicable to bonds issued by governmental bodies, or
- (h) to make any other change which, in the opinion of the Authority and the Trustee, is not detrimental to the interests of the bondholders.

In addition, the Indenture may be modified, altered, amended, added to or rescinded in any particular from time to time with the consent of the holders of not less than two-thirds of the aggregate principal amount of the Bonds Outstanding (and if a Credit Facility is then in effect, the consent of the obligor thereunder is also required), provided that no modification, alteration, amendment, addition or recession may permit (a) an extension of the

maturity of the principal of or the interest on any Bond issued under the Indenture, or (b) a reduction in the principal amount of any Bond, the rate of interest or redemption premium thereon, or (c) the creation of alien upon or pledge of Revenues superior to, or on a parity with the lien and pledge created by the Indenture, or a release of the lien and pledge created by the Indenture except as otherwise provided therein, or (d) the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, except as may be provided in connection with the issuance of any Series of subordinated Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If the owners of not less than two-thirds in aggregate principal amount of the Bonds Outstanding at the time of execution of any supplemental indenture have consented to and approved the execution thereof as provided in the Indenture, no bondholder will have any right to object to the execution of such supplemental indenture or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

Defeasance

Any Bonds will, prior to the maturity or redemption date therefor, be deemed to have been paid and to be no longer Outstanding under the provisions of the Indenture if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority has given to the Trustee irrevocable instructions to give notice of redemption on said date of such Bonds in accordance with the Indenture, (b) there has been deposited with the Trustee other money in an amount which will be sufficient, or Government Obligations the principal of and the interest on which, when due, will provide moneys which together with the money, if any, deposited with the Trustee at the same time, will be sufficient, to pay when due the principal and the interest and premium, if any, so due and payable on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bonds are not by their terms subject to redemption within the succeeding 60 days, the Authority has given the Trustee in form satisfactory to it irrevocable instructions to give, in accordance with the Indenture and as soon as practicable, notice to holders of such Bonds that the deposit described in (b) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture and stating such maturity or redemption date upon which money is to be available for the payment of the principal and the interest and the premium, if any, so due and payable on said Bonds.

THE LEASE

Initial Term; Renewal

The initial term of the Lease was from October 1, 1990 to and including June 30, 1992 and it has been renewed for succeeding biennial terms, currently ending June 30, 2006. The Lease is renewable for successive biennial terms at the option of the Transportation Cabinet. The option to renew will be deemed to have been automatically exercised for each succeeding biennial term, effective on the first day thereof, unless the Authority shall receive written notice of the Transportation Cabinet's election not to renew the Lease prior to the close of business on the last working day in April immediately preceding the beginning of such succeeding biennial term. The Lease is renewable for successive biennial terms, one at a time, until all Bonds have been paid or deemed to have been paid in accordance with the Indenture.

Rentals

Rentals are payable at the times of and in such amounts as may be required to satisfy required deposits to the Bond Service Account of the Bond Fund under the Indenture. Upon the renewal of the Lease for any biennial term the Transportation Cabinet will be bound to pay Lease rentals for such biennial term as a general obligation of the Transportation Cabinet to be paid not only from revenues of the System but also from any other available funds of the Transportation Cabinet not required by law or by previous binding contract to be devoted to other purposes. No damage to or destruction of the System or any portion thereof will relieve the Transportation Cabinet from any of its obligations under the Lease.

The Transportation Cabinet has covenanted, in accordance with the Act, to certify to the Secretary of the Revenue Cabinet prior to October 1 of each Fiscal Year the amount required for payment of amounts due under the Lease during such Fiscal Year. Upon deposit of the amounts certified, the Transportation Cabinet covenants and agrees that said amounts will be applied only to the payment of rentals and for no other purpose, except as otherwise provided in the Lease.

At all times the Lease shall be in effect, the Transportation Cabinet shall have authority to establish and enforce rules and regulations for the use of the System.

Maintenance and Operation of the Economic Development Road System

From and after the date of issuance of the Bonds and for the entire period until all the Bonds issued under the Indenture are paid or deemed to have been paid, the Transportation Cabinet agrees to maintain and operate the System in an efficient and economical manner, maintain the same in good repair and sound operating condition, and make all necessary repairs, renewals and replacements, all at the expense of the Transportation Cabinet, except to the extent that funds for the payment thereof are included in the rentals paid by the Transportation Cabinet to the Authority pursuant to the Lease. The Transportation Cabinet shall have the right, subject to the approval of the Authority, to make additions, improvements and extensions to the System at the expense of the Transportation Cabinet, and any such additions, improvements and extensions to the System will be deemed a part of the System for all purposes of the Agreement and the Lease.

Amendments

The Authority and the Transportation Cabinet may amend or modify the Lease to cure any ambiguity or formal defect or omission, or to modify the rentals payable thereunder by reason of the issuance of another Series of Bonds. The Lease may be modified, altered, amended, added to or rescinded in any particular from time to time with the consent of the holders of not less than two-thirds of the aggregate principal amount of the Bonds Outstanding.

Supplemental Leases

The Lease has been amended by the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease, the Financing/Fourth Supplemental Lease Agreement, the Fifth Supplemental Lease, the Sixth Supplemental Lease, the Financing/Seventh Supplemental Lease, the Eighth Supplemental Lease and the Ninth Supplemental Lease, as permitted by the Lease. The First Supplemental Lease, Second Supplemental Lease, Third Supplemental Lease, Financing/Fourth Supplemental Lease Agreement, including the First Amendment to Financing/Fourth Supplemental Lease Agreement, Fifth Supplemental Lease, Sixth Supplemental Lease, Financing/Seventh Supplemental Lease, the Eighth Supplemental Lease and the Ninth Supplemental Lease, transfer certain economic development road projects to the Lease and modify the rental payments to provide for payments that are adequate to pay the interest on and principal of the Bonds Outstanding, including the 2006 Bonds.

THE AGREEMENT

Construction of the Revitalization Projects

The Transportation Cabinet is to construct the Revitalization Projects on behalf of the Authority. Costs of the Revitalization Projects incurred by the Transportation Cabinet on behalf of the Authority will be paid from the Construction Fund in the manner provided in the Indenture. The Transportation Cabinet is to keep proper records and accounts of all such costs.

Revitalization Projects to be a Public Highway

The Revitalization Projects are to continuously constitute a part of the highway system of the Commonwealth and, upon completion, are always to be open to public traffic.

Cost of Maintenance and Operation of the System

As and from the date of issuance of the Bonds and whether the Lease is renewed or not, the Transportation Cabinet is required to continuously pay all the costs of repairing, maintaining and operating the System until the Bonds are paid or deemed to have been paid in accordance with the Indenture, except to the extent such costs are included in rentals.

Conveyance of the System to the Commonwealth

When all Bonds have been paid or have been deemed paid pursuant to the Indenture, the System will become, without further act, the property of the Commonwealth and will thereafter be maintained by the Transportation Cabinet.

Amendments

The Agreement may not be supplemented, modified or amended without the consent of bondholders then owning two-thirds of the aggregate principal amount of Bonds outstanding, provided that no such consent is required for any supplement, modification or amendment which (a) cures any ambiguity or formal defect or omission in the Agreement and any amendment thereto, or (b) increases the rentals payable under the Lease by reason of the issuance of additional Bonds in order to finance costs of Revitalization Projects.

Supplemental Agreements

The Agreement has been amended by the First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental Agreement, Fifth Supplemental Agreement, Sixth Supplemental Agreement, Seventh Supplemental Agreement, Eighth Supplemental Agreement and Ninth Supplemental Agreement, as permitted by the Agreement. The First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental Agreement, Fifth Supplemental Agreement, Sixth Supplemental Agreement, Seventh Supplemental Agreement, Eighth Supplemental Agreement and Ninth Supplemental Agreement provide that certain economic development road projects will be transferred to be under the Lease as described under the heading “THE AUTHORITY — Transportation Cabinet Projects Financed by the Authority” in this Official Statement. The First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental Agreement, Fifth Supplemental Agreement, Sixth Supplemental Agreement, Seventh Supplemental Agreement, Eighth Supplemental Agreement and Ninth Supplemental Agreement also affirm all covenants made in the Agreement, including the covenant to complete the Revitalization Projects.

APPENDIX C

BOOK-ENTRY-ONLY SYSTEM

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

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the 2006 Bonds. The 2006 Bonds will be issued only as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as shall be requested by an authorized representative of DTC. One fully-registered 2006 Bond certificate will be issued for each maturity of the 2006 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Direct Participants and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchase of the 2006 Bonds under the DTC system must be made by or through Direct Participants, which will receive credit for the 2006 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2006 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmations from DTC of their purchase. Beneficial Owners are, however, 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 2006 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2006 Bonds, except in the event that use of the book-entry-only system for the 2006 Bonds is discontinued.

To facilitate subsequent transfers, all 2006 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of 2006 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2006 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2006 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect 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.

Beneficial Owners of 2006 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the 2006 Bonds, such as redemptions, tenders, defaults and proposed amendments to the 2006 Bond documents. For example, Beneficial Owners of 2006 Bonds may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2006 Bonds 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. (nor such other DTC nominee) will consent or vote with respect to the 2006 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority 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 2006 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the 2006 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. 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 or its nominee, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will 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 2006 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, 2006 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2006 Bond certificates will be printed and delivered.

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

APPENDIX D

FORMS OF OPINIONS OF BOND COUNSEL

Series A Bonds

The Turnpike Authority of Kentucky
Frankfort, Kentucky

Re: The Turnpike Authority of Kentucky Economic Development Road Revenue Bonds
(Revitalization Projects), 2006 Series A

Ladies and Gentlemen:

The Turnpike Authority of Kentucky (the "Authority"), a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky (the "Commonwealth"), on the date hereof, has issued the above-captioned bonds (the "Bonds"). The Bonds are issued as fully registered bonds without coupons in denominations of \$5,000 or integral multiples thereof, and will bear interest at the rates or approximate yields set forth in the Series 2006 Resolution adopted by the Authority on February 3, 2006 (the "Series Resolution"). Interest on the Bonds will be payable on each January 1 and July 1, beginning July 1, 2006.

The Bonds are dated and mature or are subject to mandatory or optional redemption prior to maturity as set forth in the Series Resolution adopted pursuant to the Trust Indenture, dated as of October 1, 1990, by and between the Authority and Citizens Fidelity Bank and Trust Company, Louisville, Kentucky (predecessor to Chase Manhattan Trust Company, National Association as succeeded by J.P. Morgan Trust Company, National Association), as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Trust Indenture, dated as of November 15, 2000, by and between the Authority and the Trustee (collectively the "Indenture").

The Bonds are issued under the authority of the Constitution and statutes of the Commonwealth of Kentucky, including particularly Chapter 175 of the *Kentucky Revised Statutes*, as amended, and under and pursuant to a resolution of the Authority duly adopted on August 28, 1990 and the Series Resolution (together, the "Resolution") and the Indenture. The Authority and the Transportation Cabinet of the Commonwealth of Kentucky (the "Cabinet") have entered into an Agreement, dated as of October 1, 1990, a First Supplemental Agreement, dated as of October 1, 1992, a Second Supplemental Agreement, dated as of April 1, 1993, a Third Supplemental Agreement, dated as of April 1, 1995, a Fourth Supplemental Agreement, dated as of April 1, 1999, a Fifth Supplemental Agreement, dated as of February 1, 2001, a Sixth Supplemental Agreement, dated as of March 1, 2001, a Seventh Supplemental Agreement, dated as of May 1, 2004, an Eighth Supplemental Agreement dated as of April 1, 2005 and a Ninth Supplemental Agreement dated as of March 1, 2006 (collectively the "Agreement") under which the Cabinet agrees to continuously bear, except to the extent such cost is included in rentals under the Lease (hereinafter defined), the cost of maintaining, repairing and operating the System (as defined in the Indenture), for the entire period of years until all bonds issued under the Indenture have been retired. The Authority and the Cabinet have entered into a Lease, dated as of October 1, 1990, a First Supplemental Lease, dated as of October 1, 1992, a Second Supplemental Lease, dated as of April 1, 1993, a Third Supplemental Lease, dated as of April 1, 1995, a Financing/Fourth Supplemental Lease Agreement, dated as of October 1, 1999, which has been amended by a First Amendment to Financing/Fourth Supplemental Lease Agreement, dated as of November 15, 2000, a Fifth Supplemental Lease, dated as of February 1, 2001, a Sixth Supplemental Lease, dated as of March 1, 2001, a Financing/Seventh Supplemental Lease Agreement, dated as of May 1, 2004, an Eight Supplemental Lease dated as of April 1, 2005 and a Ninth Supplemental Lease dated as of March 1, 2006 (collectively, the "Lease") whereby the Authority, as Lessor, leases the System to the Cabinet, as Lessee, for a term extending to and including June 30, 2006, and pursuant to which the Cabinet has the exclusive option to renew the Lease for the next biennial term and for successive biennial terms thereafter until all bonds issued under the Indenture have been retired.

We have examined (i) the Constitution and statutes of the Commonwealth of Kentucky; (ii) certified copies of the proceedings of the Authority authorizing the issuance, sale and delivery of the Bonds, including the Resolution; (iii) duplicate executed originals of the Indenture, the Agreement and the Lease; (iv) certifications as to incumbency, conditions precedent, signature, litigation, reasonable expectations and other matters, upon which we

have relied; and (v) such other records, documents and proceedings as we have considered necessary or appropriate for the purposes of this opinion, including a specimen Bond.

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

1. The Bonds have been duly authorized and issued in accordance with the Constitution and statutes of the Commonwealth of Kentucky and constitute valid, special and limited obligations of the Authority.

2. The Series Resolution has been duly adopted by the Authority and the Resolution is in full force and effect.

3. The Indenture has been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid obligation of the Authority, and the Indenture creates a valid pledge of the Revenues (as defined in the Indenture) and all funds and accounts held under the Indenture in favor of the Trustee for the payment of the Bonds in accordance with the terms thereof.

4. The Lease and the Agreement, including all supplements thereto, have been duly authorized, executed and delivered by the Authority and the Cabinet and constitute valid, binding and legal obligations of the Authority and the Cabinet.

5. The Bonds are special and limited obligations of the Authority payable solely and only from the Revenues and the funds and accounts held under the Indenture, and the Bonds do not pledge the general credit or taxing power, if any, of the Commonwealth, the Authority, the Cabinet or any other agency or political subdivision of the Commonwealth.

6. Under the laws, regulations, rulings and judicial decisions in effect as of the date hereof, interest on the Bonds 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 Bonds 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 Bonds.

7. The Authority has not designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265 of the Code.

8. The interest on the Bonds is exempt from income taxation and the Bonds 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 Series Resolution, the Indenture, the Lease, the Agreement, the Bonds and agreements relating thereto may be limited by bankruptcy, reorganization, moratorium, insolvency, or other similar laws relating to or affecting the enforcement of creditor's rights, and to the exercise of judicial discretion in accordance with general equitable principles.

Series B Bonds

The Turnpike Authority of Kentucky
Frankfort, Kentucky

Re: The Turnpike Authority of Kentucky Economic Development Road Revenue Bonds
(Revitalization Projects), 2006 Series B

Ladies and Gentlemen:

The Turnpike Authority of Kentucky (the "Authority"), a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky (the "Commonwealth"), on the date hereof, has issued the above-captioned bonds (the "Bonds"). The Bonds are issued as fully registered bonds without coupons in denominations of \$5,000 or integral multiples thereof, and will bear interest at the rates or approximate yields set forth in the Series 2006 Resolution adopted by the Authority on February 3, 2006 (the "Series Resolution"). Interest on the Bonds will be payable on each January 1 and July 1, beginning January 1, 2007.

The Bonds are dated and mature or are subject to mandatory or optional redemption prior to maturity as set forth in the Series Resolution adopted pursuant to the Trust Indenture, dated as of October 1, 1990, by and between the Authority and Citizens Fidelity Bank and Trust Company, Louisville, Kentucky (predecessor to Chase Manhattan Trust Company, National Association as succeeded by J.P. Morgan Trust Company, National Association), as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Trust Indenture, dated as of November 15, 2000, by and between the Authority and the Trustee (collectively the "Indenture").

The Bonds are issued under the authority of the Constitution and statutes of the Commonwealth of Kentucky, including particularly Chapter 175 of the *Kentucky Revised Statutes*, as amended, and under and pursuant to a resolution of the Authority duly adopted on August 28, 1990 and the Series Resolution (together, the "Resolution") and the Indenture. The Authority and the Transportation Cabinet of the Commonwealth of Kentucky (the "Cabinet") have entered into an Agreement, dated as of October 1, 1990, a First Supplemental Agreement, dated as of October 1, 1992, a Second Supplemental Agreement, dated as of April 1, 1993, a Third Supplemental Agreement, dated as of April 1, 1995, a Fourth Supplemental Agreement, dated as of April 1, 1999, a Fifth Supplemental Agreement, dated as of February 1, 2001, a Sixth Supplemental Agreement, dated as of March 1, 2001, a Seventh Supplemental Agreement, dated as of May 1, 2004, an Eighth Supplemental Agreement, dated as of April 1, 2005 and a Ninth Supplemental Agreement dated as of March 1, 2006 (collectively the "Agreement") under which the Cabinet agrees to continuously bear, except to the extent such cost is included in rentals under the Lease (hereinafter defined), the cost of maintaining, repairing and operating the System (as defined in the Indenture), for the entire period of years until all bonds issued under the Indenture have been retired. The Authority and the Cabinet have entered into a Lease, dated as of October 1, 1990, a First Supplemental Lease, dated as of October 1, 1992, a Second Supplemental Lease, dated as of April 1, 1993, a Third Supplemental Lease, dated as of April 1, 1995, a Financing/Fourth Supplemental Lease Agreement, dated as of October 1, 1999, which has been amended by a First Amendment to Financing/Fourth Supplemental Lease Agreement, dated as of November 15, 2000, a Fifth Supplemental Lease, dated as of February 1, 2001, a Sixth Supplemental Lease, dated as of March 1, 2001, a Financing/Seventh Supplemental Lease Agreement, dated as of May 1, 2004, an Eighth Supplemental Lease, dated as of April 1, 2005 and a Ninth Supplemental Lease dated as of March 1, 2006 (collectively the "Lease") whereby the Authority, as Lessor, leases the System to the Cabinet, as Lessee, for a term extending to and including June 30, 2006, and pursuant to which the Cabinet has the exclusive option to renew the Lease for the next biennial term and for successive biennial terms thereafter until all bonds issued under the Indenture have been retired.

We have examined (i) the Constitution and statutes of the Commonwealth of Kentucky; (ii) certified copies of the proceedings of the Authority authorizing the issuance, sale and delivery of the Bonds, including the Resolution; (iii) duplicate executed originals of the Indenture, the Agreement and the Lease; (iv) certifications as to incumbency, conditions precedent, signature, litigation, reasonable expectations and other matters, upon which we have relied; and (v) such other records, documents and proceedings as we have considered necessary or appropriate for the purposes of this opinion, including a specimen Bond.

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

1. The Bonds have been duly authorized and issued in accordance with the Constitution and statutes of the Commonwealth of Kentucky and constitute valid, special and limited obligations of the Authority.

2. The Series Resolution has been duly adopted by the Authority and the Resolution is in full force and effect.

3. The Indenture has been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid obligation of the Authority, and the Indenture creates a valid pledge of the Revenues (as defined in the Indenture) and all funds and accounts held under the Indenture in favor of the Trustee for the payment of the Bonds in accordance with the terms thereof.

4. The Lease and the Agreement, including all supplements thereto, have been duly authorized, executed and delivered by the Authority and the Cabinet and constitute valid, binding and legal obligations of the Authority and the Cabinet.

5. The Bonds are special and limited obligations of the Authority payable solely and only from the Revenues and the funds and accounts held under the Indenture, and the Bonds do not pledge the general credit or taxing power, if any, of the Commonwealth, the Authority, the Cabinet or any other agency or political subdivision of the Commonwealth.

6. Under the laws, regulations, rulings and judicial decisions in effect as of the date hereof, interest on the Bonds 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 Bonds 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 Bonds.

7. The Authority has not designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265 of the Code.

8. The interest on the Bonds is exempt from income taxation and the Bonds 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 Series Resolution, the Indenture, the Lease, the Agreement, the Bonds and agreements relating thereto may be limited by bankruptcy, reorganization, moratorium, insolvency, or other similar laws relating to or affecting the enforcement of creditor's rights, and to the exercise of judicial discretion in accordance with general equitable principles.

APPENDIX E

FORM OF FORWARD DELIVERY CONTRACT

February __, 2006

Re: The Turnpike Authority of Kentucky Economic Development Road Revenue Bonds (Revitalization Projects), 2006 Series B (the "Series B Bonds")

Dear Ladies and Gentlemen:

The Purchaser designated below and executing this instrument (the "Purchaser") hereby agrees to purchase from the Underwriters for the initial offering of the Bonds, namely: Morgan Stanley & Co. Incorporated, UBS Securities LLC, Citigroup Global Markets Inc., J.J.B. Hilliard, W.L. Lyons, Inc., Morgan Keegan & Co., Inc., NatCity Investments, Inc., JPMorgan Securities, Inc., Ross, Sinclair & Associates, LLC, A.G. Edwards & Sons, Inc., Edward D. Jones & Co., L.P., First Kentucky Securities Corp., Seasingood & Mayer LLC and Merrill Lynch & Co. (the "Underwriters"), and the Underwriters agree to sell to the Purchaser, \$_____ in aggregate principal amount of the Series B Bonds (the "Purchased Bonds") offered by The Turnpike Authority of Kentucky's Preliminary Official Statement dated February 6, 2006 (the "Preliminary Official Statement") and the Official Statement dated February 16, 2006 (the "Official Statement"), receipt of copies of which is hereby acknowledged, at a purchase price of \$_____ (plus accrued interest, if any, from the date of initial delivery of the Series B Bonds) bearing the interest rates, amounts and maturity dates shown in the following table, and on the further terms and conditions set forth in this Forward Delivery Contract:

Maturity Date	Par Amount	Coupon	CUSIP NUMBER
----------------------	-------------------	---------------	---------------------

Capitalized terms used and not otherwise defined in this Forward Delivery Contract have the meanings set forth in the Official Statement

The Purchaser hereby confirms that it has reviewed the Preliminary Official Statement and the Official Statement (including without limitation the section entitled "DESCRIPTION OF FORWARD DELIVERY BOND PURCHASE AGREEMENT" therein), has considered the risks associated with purchasing the Purchased Bonds and is duly authorized to purchase the Purchased Bonds. The Purchaser further acknowledges and agrees that the Purchased Bonds are being sold on a "forward" basis, and the Purchaser hereby purchases and agrees to accept delivery of such Purchased Bonds from the Underwriters on or about June 21, 2006 (the "Settlement Date"), as and if they may be issued pursuant to the Forward Delivery Bond Purchase Agreement between The Turnpike Authority of Kentucky (the "Authority") and the Underwriters (the "Purchase Agreement").

Payment for the Purchased Bonds which the Purchaser has agreed to purchase on the Settlement Date shall be made to the Underwriters or their order by wire transfer to a bank account specified by the Underwriters, on the Settlement Date upon delivery to the Purchaser of the Purchased Bonds then to be purchased by the Purchaser through the book-entry system of The Depository Trust Company.

Upon issuance by the Authority of the Series B Bonds and purchase thereof by the Underwriters, the obligation of the Purchaser to take delivery of the Purchased Bonds hereunder shall be unconditional. The Underwriters may terminate the Purchase Agreement and their obligation to purchase the Series B Bonds on the Settlement Date for re-sale to the Purchaser because of a Change in Law. A "Change in Law" is defined to mean:

- (i) any change in or addition to applicable federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations, or other pronouncements or interpretations by federal or state agencies;

(ii) any legislation enacted by the Congress of the United States or introduced therein or recommended for passage by the President of the United States (if such enacted, introduced or recommended legislation has a proposed effective date which is on or before the Settlement Date);

(iii) any rule or regulation proposed or enacted by any governmental body, department, or agency (if such proposed or enacted rule or regulation has a proposed effective date which is on or before the Settlement Date); or

(iv) any judgment, ruling, or order issued by any court or administrative body;

which in any such case, would:

(A) as to the Underwriters, legally prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) the Underwriters from

- (1) accepting delivery of and paying for the Series B Bonds in accordance with the provisions of the Purchase Agreement or
- (2) selling the Series B Bonds or beneficial ownership interests therein to bona fide purchasers; or

(B) as to the Authority, would:

- (1) make the issuance, sale, or delivery of the Series B Bonds illegal (or have the retroactive effect of making such issuance, sale, or delivery illegal, if enacted, adopted, passed, or finalized);
- (2) eliminate the exclusion from gross income of interest on the Series B Bonds (or have the retroactive effect of eliminating such exclusion if enacted, adopted, passed, or finalized); or
- (3) require the Series B Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture or Resolution to be qualified under the Trust Indenture Act of 1939,

provided, however, that such change in or addition to law, legislation, rule or regulation, or judgment, ruling, or order shall have become effective, been enacted, introduced, or recommended, or been proposed or been issued, as the case may be, subsequent to the date of the Purchase Agreement. IF A CHANGE OR ADDITION TO LAW, LEGISLATION, RULE OR REGULATION, OR JUDGMENT, RULING, OR ORDER INVOLVES THE ENACTMENT OF LEGISLATION WHICH ONLY DIMINISHES THE VALUE OF, AS OPPOSED TO ELIMINATING THE EXCLUSION FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES, INTEREST PAYABLE ON "STATE OR LOCAL BONDS," THE AUTHORITY MAY, NONETHELESS, BE ABLE TO SATISFY THE REQUIREMENTS FOR THE DELIVERY OF THE PURCHASED BONDS. IN SUCH EVENT, THE PURCHASER WOULD BE REQUIRED TO ACCEPT DELIVERY OF THE PURCHASED BONDS.

The Purchaser acknowledges and agrees that it will not be able to withdraw its order as described herein, and will not otherwise be excused from performance of its obligations to take up and pay for the Purchased Bonds on the Settlement Date because of market or credit changes, including specifically, but not limited to (a) changes in the ratings anticipated to be assigned to the Series B Bonds or in the credit associated with the Series B Bonds generally, or (b) changes in the financial condition, operations, performance, properties, or prospects of the Authority from the date hereof to the Settlement Date of the Series B Bonds (unless such changes give rise to an event of default under the financing documents). The Purchaser further acknowledges that the Underwriters could be liable under the Purchase Agreement for damages to the Authority in the event of a wrongful failure to accept delivery of the Series B Bonds, and that the Underwriters have executed such Purchase Agreement in reliance on the Purchaser's commitment set forth herein. Finally, the Purchaser acknowledges and agrees that it will remain

obligated to purchase the Purchased Bonds in accordance with the terms hereof even if the Purchaser decides to sell such Purchased Bonds following the date hereof.

The Purchaser represents and warrants that, as of the date of this Forward Delivery Contract, the Purchaser is not prohibited from purchasing the Purchased Bonds hereby agreed to be purchased by it under the laws of the jurisdiction to which the Purchaser is subject.

This Forward Delivery Contract will inure to the benefit of and be binding upon the parties hereto and their respective successors but will not be assignable by either party hereto without the written consent of the other.

This Forward Delivery Contract may be executed by either of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

It is understood that the acceptance by the Underwriters of any Forward Delivery Contract (including this one) is in the Underwriters' sole discretion and that, without limiting the foregoing, acceptances of such contracts need not be on a first-come, first-served basis. If this Forward Delivery Contract is acceptable to the Underwriters, then the Underwriters are asked to execute the form of acceptance below and mail or deliver one of the counterparts hereof to the Purchaser at its address set forth below. This will become a binding contract between the Underwriters and the Purchaser when such executed counterpart is so mailed or delivered by the Underwriters. This Forward Delivery Contract does not constitute a customer confirmation pursuant to Rule G-15 of the Municipal Securities Rulemaking Board.

This Forward Delivery Contract shall be construed and administered under the laws of the State of New York. The Authority is not a party to this Forward Delivery Contract.

as Purchaser

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Accepted: February __, 2006

MORGAN STANLEY & CO. INCORPORATED

By: _____

Name: _____

Title: _____

As Representative of the Underwriters

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APPENDIX F

SPECIMEN OF FINANCIAL GUARANTY INSURANCE POLICIES

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Financial Guaranty Insurance Policy

Obligor:

Policy Number:

Obligations:

Premium:

Ambac Assurance Corporation (Ambac), a Wisconsin stock insurance corporation, in consideration of the payment of the premium and subject to the terms of this Policy, hereby agrees to pay to The Bank of New York, as trustee, or its successor (the "Insurance Trustee"), for the benefit of the Holders, that portion of the principal of and interest on the above-described obligations (the "Obligations") which shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Obligor.

Ambac will make such payments to the Insurance Trustee within one (1) business day following written notification to Ambac of Nonpayment. Upon a Holder's presentation and surrender to the Insurance Trustee of such unpaid Obligations or related coupons, uncanceled and in bearer form and free of any adverse claim, the Insurance Trustee will disburse to the Holder the amount of principal and interest which is then Due for Payment but is unpaid. Upon such disbursement, Ambac shall become the owner of the surrendered Obligations and/or coupons and shall be fully subrogated to all of the Holder's rights to payment thereon.

In cases where the Obligations are issued in registered form, the Insurance Trustee shall disburse principal to a Holder only upon presentation and surrender to the Insurance Trustee of the unpaid Obligation, uncanceled and free of any adverse claim, together with an instrument of assignment, in form satisfactory to Ambac and the Insurance Trustee duly executed by the Holder or such Holder's duly authorized representative, so as to permit ownership of such Obligation to be registered in the name of Ambac or its nominee. The Insurance Trustee shall disburse interest to a Holder of a registered Obligation only upon presentation to the Insurance Trustee of proof that the claimant is the person entitled to the payment of interest on the Obligation and delivery to the Insurance Trustee of an instrument of assignment, in form satisfactory to Ambac and the Insurance Trustee, duly executed by the Holder or such Holder's duly authorized representative, transferring to Ambac all rights under such Obligation to receive the interest in respect of which the insurance disbursement was made. Ambac shall be subrogated to all of the Holders' rights to payment on registered Obligations to the extent of any insurance disbursements so made.

In the event that a trustee or paying agent for the Obligations has notice that any payment of principal of or interest on an Obligation which has become Due for Payment and which is made to a Holder by or on behalf of the Obligor has been deemed a preferential transfer and theretofore recovered from the Holder pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court of competent jurisdiction, such Holder will be entitled to payment from Ambac to the extent of such recovery if sufficient funds are not otherwise available.

As used herein, the term "Holder" means any person other than (i) the Obligor or (ii) any person whose obligations constitute the underlying security or source of payment for the Obligations who, at the time of Nonpayment, is the owner of an Obligation or of a coupon relating to an Obligation. As used herein, "Due for Payment", when referring to the principal of Obligations, is when the scheduled maturity date or mandatory redemption date for the application of a required sinking fund installment has been reached and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by application of required sinking fund installments), acceleration or other advancement of maturity; and, when referring to interest on the Obligations, is when the scheduled date for payment of interest has been reached. As used herein, "Nonpayment" means the failure of the Obligor to have provided sufficient funds to the trustee or paying agent for payment in full of all principal of and interest on the Obligations which are Due for Payment.

This Policy is noncancelable. The premium on this Policy is not refundable for any reason, including payment of the Obligations prior to maturity. This Policy does not insure against loss of any prepayment or other acceleration payment which at any time may become due in respect of any Obligation, other than at the sole option of Ambac, nor against any risk other than Nonpayment.

In witness whereof, Ambac has caused this Policy to be affixed with a facsimile of its corporate seal and to be signed by its duly authorized officers in facsimile to become effective as its original seal and signatures and binding upon Ambac by virtue of the countersignature of its duly authorized representative.



President

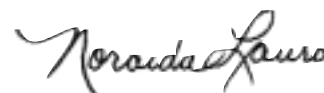


Secretary

Effective Date:

Authorized Representative

THE BANK OF NEW YORK acknowledges that it has agreed to perform the duties of Insurance Trustee under this Policy.



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