City of Fort Mitchell, Kentucky
Kentucky League of Cities Funding Trust
Lease Program Revenue Bonds,
Variable Rate 2002 Series A

Financial Statements

Years Ended June 30, 2010 and 2009

City of Fort Mitchell, Kentucky
Kentucky League of Cities Funding Trust Lease Program
Revenue Bonds, Variable Rate 2002 Series A

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Independent Auditor's Report on Financial Statements

To the Board of Trustees
Kentucky League of Cities Funding Trust

We have audited the accompanying statements of financial position of the Trust Estate of the City of Fort Mitchell, Kentucky, Kentucky League of Cities Funding Trust Lease Program Revenue Bonds, Variable Rate 2002 Series A, as of June 30, 2010 and 2009, and the related statements of activities and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Kentucky League of Cities Funding Trust. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Funding Trust's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As further explained in Note L to the financial statements, the Funding Trust records a participant's share of issuance costs to originate a lease as income in the accompanying statements of activities and changes in net assets in the year the lease is closed. In our opinion, these costs should be deferred and amortized to income over the life of the lease using the effective interest method in order to conform to accounting principles generally accepted in the United States of America.

In our opinion, except for the effects of not deferring and amortizing to income participants' share of issuance costs, the financial statements referred to above present fairly, in all material respects, the financial position of the Trust Estate of the City of Fort Mitchell, Kentucky, Kentucky League of Cities Funding Trust Lease Program Revenue Bonds, Variable Rate 2002 Series A as of June 30, 2010 and 2009 and the results of its activities and changes in net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Mountjoy Chilton Medley LLP

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September 30, 2011

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City of Fort Mitchell, Kentucky
Kentucky League of Cities Funding Trust Lease Program
Revenue Bonds, Variable Rate 2002 Series A
Statements of Financial Position
June 30, 2010 and 2009

	2010	2009
Assets		
Cash and cash equivalents	$ 1,532,903	$ 1,973,790
Accrued investment income receivable	5,808	6,349
Accrued interest and fees receivable-leases	39,000	42,767
Investment contracts	5,000,000	5,000,000
Lease agreement receivables	26,231,144	28,610,388
Lease agreement receivables-unrealized appreciation in fair value	1,433,143	863,966
Costs of issuance, net	254,304	276,979
Total Assets	$ 34,496,302	$ 36,774,239
Liabilities and Net Assets		
Liabilities		
Accounts payable	$ 55,537	$ 56,434
Accrued interest payable	45,186	49,077
Interest rate exchanges	1,433,143	863,966
Bonds payable	32,490,000	35,340,000
Total Liabilities	34,023,866	36,309,477
Commitments and Contingencies		
Net Assets, unrestricted	472,436	464,762
Total Liabilities and Net Assets	$ 34,496,302	$ 36,774,239

See accompanying notes.

City of Fort Mitchell, Kentucky
Kentucky League of Cities Funding Trust Lease Program
Revenue Bonds, Variable Rate 2002 Series A
Statements of Activities and Changes in Net Assets
Years Ended June 30, 2010 and 2009

	2010	2009
Revenues		
Income from lease agreement receivables	$ 957,946	$ 1,157,214
Investment income	70,397	123,979
Total Revenues	1,028,343	1,281,193
Expenses		
Administrative and trustee fees	77,975	82,538
Letter of credit fees	185,721	150,304
Remarketing fees	33,023	36,487
Other fees	14,902	10,888
Interest expense	709,048	992,044
Total Expenses	1,020,669	1,272,261
Increase in Net Assets	7,674	8,932
Net Assets at Beginning of Year	464,762	455,830
Net Assets at End of Year	$ 472,436	$ 464,762

See accompanying notes.

City of Fort Mitchell, Kentucky
Kentucky League of Cities Funding Trust Lease Program
Revenue Bonds, Variable Rate 2002 Series A
Statements of Cash Flows
Years Ended June 30, 2010 and 2009

	2010	2009
Cash Flows from Operating Activities		
Changes in net assets	$ 7,674	$ 8,932
Adjustments to reconcile changes in net assets to net cash provided by operating activities		
Amortization of costs of issuance	22,675	35,500
Changes in:		
Accrued investment income receivable	541	6,657
Accrued interest and fees receivable-leases	3,767	(10,070)
Prepaid expenses	-	3,500
Accounts payable	(897)	(13,830)
Accrued interest payable	(3,891)	(25,711)
Net Cash Provided by Operating Activities	29,869	4,978
Cash Flows from Investing Activities		
Proceeds from lease agreements	2,379,244	4,330,404
Due to related party	-	(2,153)
Net Cash Provided by Investing Activities	2,379,244	4,328,251
Cash Flows from Financing Activities		
Principal payments on bonds	(2,850,000)	(4,660,000)
Cash Used by Financing Activities	(2,850,000)	(4,660,000)
Decrease in Cash and Cash Equivalents	(440,887)	(326,771)
Cash and Cash Equivalents at Beginning of Year	1,973,790	2,300,561
Cash and Cash Equivalents at End of Year	$ 1,532,903	$ 1,973,790
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest on bonds	$ 82,989	$ 574,436
Cash paid for interest on interest rate exchanges	607,275	407,819
Noncash investing activities:		
Change in the fair value of lease agreement receivables and related interest rate exchanges	569,177	683,839

See accompanying notes.

Note A - Nature of the Organization and Operations

1. General: The Kentucky League of Cities is a voluntary association of cities created in 1927 to assist municipal officials in representing the interest of cities and to provide services to members, fostering improved municipal government in Kentucky.

   The Financial Services Department of the Kentucky League of Cities provides tax-exempt financing to Kentucky cities. By taking advantage of economies of scale through tax-exempt bond pools, the Financial Services Department provides its members access to low interest rate loans to fund capital improvement projects and equipment purchases ("the lease program").

   In December 1992, certain governmental agencies of the state entered into an Interlocal Cooperation Agreement pursuant to KRS 65.210 through 65.300, KRS 58.010 through 58.140, and KRS 65.940 through 65.956 ("the Act"), which authorized the creation of the Kentucky League of Cities Funding Trust ("the Funding Trust"). The Funding Trust issues tax exempt bonds in order to provide funding for leases to participating members at variable rates of interest.

   The Funding Trust is governed by a Board of Trustees consisting of five members. At the time of appointment, each member of the Board of Trustees must be an elected official of a Kentucky city.

2. Trust Estate: In October 2002, the City of Fort Mitchell, Kentucky ("the Issuer") issued $50,000,000 Kentucky League of Cities Funding Trust Lease Program Revenue Bonds, Variable Rate 2002 Series A ("the Bonds") to facilitate the purposes of the lease program.

   The Trust Estate is defined as all right, title, and interest of the Issuer and the Funding Trust in and to (i) the leases, (ii) any interest rate exchange agreements, (iii) the lease rental payments due under the leases, (iv) the collateral documents related thereto, if any, (v) all monies and securities, including earnings thereon, held in the funds and accounts created in the Trust Indenture other than the Rebate Account and the Program Discretionary Account (as of June 30, 2010 and 2009, no amounts have been deposited in either the Rebate Account or the Program Discretionary Account) and (vi) all property, rights, and assets of any kind and nature that are now or hereafter from time to time pledged, assigned, or transferred as and for security under the Trust Indenture by the Issuer or the Funding Trust or by anyone on their behalf or with written consent.

3. Distributions on Termination: Upon ultimate termination of the Trust Estate (no later than October 2032), any assets remaining after satisfaction of all Trust Estate liabilities will be returned to the program participants on a pro rata basis.

Note B - Contractual Agreements

1. Administrative Services: Pursuant to an October 2002 program administration agreement, the Kentucky League of Cities ("the Program Administrator") provides administrative services to the Funding Trust. These administrative services include professional, administrative, and financial functions, including providing personnel necessary for the orderly and proper administration of the Funding Trust and its lease program. The Program Administrator bills the Trust Estate an administration fee for providing these services. The administration fee is equal to .25% of the aggregate unpaid principal components of all lease rental payments. The fee is payable only to the extent funds are available in the Revenue Fund or otherwise available from the Trust Estate. The costs of these services are included as a component of administrative and trustee fees in the accompanying statements of activities and changes in net assets.

   This program administration agreement expires upon the earlier of the date the Bonds are fully redeemed or the date specified in a 30 days prior written notice of such termination delivered by the Funding Trust to the Program Administrator.

2. Trustee Services: Under the terms of the October 2002 Trust Indenture and the July 2008 Agreement of Resignation, Appointment and Acceptance, Huntington National Bank ("the Trustee"), acts as Trustee for the Trust Estate and, as such, holds investments, receives lease rental payments, maintains appropriate books and records to account for all funds established under the Trust Indenture, and conducts other transactions as directed by the Program Administrator. In return for the services provided by the Trustee, the Trust Estate pays an annual fee of $4,000. This annual fee is a component of administrative and trustee fees in the accompanying statements of activities and changes in net assets.

3. Financial Advisor: Lawrenson Services, Inc. ("Lawrenson") performs certain financial computations with respect to the lease program pertaining to lease terms and payments. The Trust Estate pays Lawrenson an annual fee of $4,000. This fee is included in administrative and trustee fees in the accompanying Statements of Activities and Changes in Net Assets.

4. Credit Facility: The Funding Trust and US Bank National Association ("US Bank") are party to an October 2002 Letter of Credit and Reimbursement Agreement ("the Agreement"). Concurrent with the Agreement, US Bank issued an irrevocable transferable direct pay letter of credit in favor of the Funding Trust. The letter of credit is used by the Funding Trust to facilitate the redemption of the Bonds immediately prior to their remarketing (see Bond Remarketing in Note B). The initial term of the Credit Facility expired in October 2005. The Credit Facility automatically extends for periods of three years beyond the October 2005 expiration date unless ninety days prior to the expiration date US Bank notifies the Trustee that US Bank does not intend to extend the date. As of June 30, 2010, the expiration date has been extended to October 2011. In no case shall any such renewal or extension extend the termination date beyond October 2032. At June 30, 2010 and 2009, the available balance on the letter of credit is $32,970,674 and $40,591,781. As of June 30, 2010 and 2009 there is no balance outstanding on the letter of credit.

Note B - Contractual Agreements (Continued)

4. Credit Facility (Continued): In return for the Letter of Credit and Reimbursement Agreement, the Trust Estate paid a one-time commitment fee in the amount of $10,000. The Trust Estate also pays an annual letter of credit fee to US Bank equal to .77% of the maximum amount available to be drawn at such time under the letter of credit, less the amount corresponding to the principal balance outstanding on fixed rate leases, for the period July 1, 2009 through December 31, 2009; 1.1% of the maximum amount available to be drawn at such time under the letter of credit, less the amount corresponding to the principal balance outstanding on fixed rate leases, for the period January 1, 2010 through December 31, 2010; and 1.25% of the maximum amount available to be drawn at such time under the letter of credit, less the amount corresponding to the principal balance outstanding on fixed rate leases, for the period January 1, 2011 through the termination of the agreement. The letter of credit fee for the amount available to be drawn under the letter of credit agreement corresponding to the principal balance outstanding on fixed rate leases and on investments in repurchase agreements will remain at .4% through the termination of the agreement. The Trust Estate also pays a drawing fee of $50 per disbursement made by US Bank, and a transfer fee of $2,500 if the Issuer requests a transfer of the letter of credit to a successor Trustee.

   In fiscal 2009, the Trust Estate paid an annual letter of credit fee to US Bank in an amount equal to .4% of the maximum amount available to be drawn at such time under the letter of credit for both fixed and variable rate leases, in addition to paying the drawing fee and transfer fee disclosed above.

5. Bond Remarketing: As further discussed in Note H, the Bonds, in the Variable Rate Bond form, are considered Weekly Rate Bonds with the ability to be converted to Daily Rate Bonds, Adjustable Rate Bonds, or Fixed Rate Bonds.

   Under the terms of a May 2010 agreement, Sterne Agee & Leach, Inc. ("Sterne Agee" or "the Remarketing Agent") has agreed to use its best efforts to remarket the Bonds. These Bonds are to be sold at the most favorable interest rates and terms that will result in a sale price equal to the principal amount of the Bonds sold, together with accrued interest, if any, thereon. Proceeds from the Bonds are used to repay draws on the letter of credit (see Credit Facility). Prior to May 2010 the remarketing agent was Fifth Third Bank, Inc. ("Fifth Third").

   Under the remarketing agreement, the Trust Estate paid a one-time fee of $185,000 to Fifth Third for services related to the competitive sale of the Bonds. This one-time fee is being amortized over the remaining life of the Bonds. Additionally the Trust Estate pays to Fifth Third through April 2010 and Sterne Agee effective May 2010 annual remarketing fees equal to .1% of the principal amount of the outstanding Bonds.

   The Sterne Agee remarketing agreement remains in effect until and including the earlier of the date of final payment on the Bonds or any date on which all Bonds bear interest at the Fixed Rate to maturity. The Remarketing Agent may be removed or replaced at any time by the Funding Trust or the Issuer upon providing 30 days written notice.

6. Paying Agent: Cede & Co. ("the Paying Agent") (partnership nominee of The Depository Trust Company) currently serves as the paying agent under the terms set forth in the Trust Indenture. The Paying Agent receives funds from the Trust Estate as well as from draws on the letter of credit and disburses such funds to the bondholders in payment of the Trust Estate's principal and interest obligations.

Note C - Summary of Significant Accounting Policies

1. Basis of Presentation: The financial statements of the Trust Estate have been prepared on the accrual basis of accounting. The significant accounting policies are described below to enhance the usefulness of the financial statements to the reader.

2. Accounting Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts and disclosures reported in the financial statements and accompanying notes. Accordingly, actual results could differ from those estimates.

3. Accounting Standards Codification: In June 2009, the Financial Accounting Standards Board ("FASB") issued SFAS No. 168, titled "The FASB Accounting Standards Codification and the Hierarchy of Generally Accepted Accounting Principles" ("GAAP"). In substance, SFAS No. 168 makes the FASB Accounting Standards Codification ("ASC") the sole source of authoritative accounting technical literature for nongovernmental entities. All accounting guidance that is not included in the ASC now is considered to be non-authoritative. The ASC is effective for interim and annual reporting periods ending after September 15, 2009. The Funding Trust adopted the ASC in the current year, with no material impact to the financial statements.

4. Subsequent Events: Subsequent to year end, Lawrenson was replaced as financial advisor to the Trust Estate. Beginning in August 2010, the Program Administrator employed an independent contractor to perform certain financial computations with respect to the lease program pertaining to lease terms and payments. The Trust Estate reimburses the Program Administrator for the cost of these services.

   The expiration date of the Credit Facility was extended from October 2011 to October 2014.

   Subsequent to year end, one lessee failed to make a scheduled balloon principal payment of $405,000. The lessee continues to pay interest and fees on the past-due principal amount. The lessee is currently negotiating with a financial institution to refinance the lease, which will enable the Funding Trust to receive payment in full on the lease. Because the past-due lease is general obligation debt of the City of Lexington, Kentucky, it is considered to be fully collectible; accordingly, no allowance has been established.

   Subsequent events for the Funding Trust have been considered through the date of the Independent Auditor's Report, which represents the date which the financial statements were available to be issued.

5. Investments Held by the Trustee: All invested funds are held by the Trustee. The Trustee is mandated by the Trust Indenture as to the types of investments in which the Trust Estate can be invested. The ASC requires that investments in equity securities with readily determinable fair values and all investments in debt securities be measured at fair value in the financial statements of not-for-profit organizations. Accordingly, all invested funds held by the Trustee are stated at fair value based on the Trustee's independent valuation service.

Note C - Summary of Significant Accounting Policies (Continued)

6. Cash and Cash Equivalents: The Funding Trust considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. The Funding Trust regularly maintains cash in excess of federally insured limits. Accordingly, at various times during the years ended June 30, 2010 and 2009, balances were uninsured and uncollateralized.

7. Lease Agreement Receivables: Lease agreement receivables represent the principal obligation of the lease program participants. Accordingly, the lease agreement receivables balances as of June 30, 2010 and 2009 are stated at the amount the Funding Trust expects to collect on the outstanding balances. Lease agreement receivables are written off as uncollectible if no payment is received after all collection efforts have been exhausted. Receivables are reviewed for collectability when they become past due and an allowance for doubtful accounts is established, if deemed necessary. An allowance for doubtful accounts is not reflected in these financial statements because the Funding Trust considers all balances to be fully collectible.

   Any lease rental payment that is not paid within ten days of the due date accrues interest at the late payment rate as defined in the lease agreement. Failure by the lessee to pay any lease rental payments at the time specified in the lease agreement is considered to be a default. One lessee was late in making a lease payment at June 30, 2010. The lessee is current as of the date of the audit report.

   The income from the lease agreement receivables is representative of the interest income on the leases recognized under the effective interest method and the participants' share of the administrative, credit, issue, and fiduciary fees of the lease program.

   Pursuant to the terms of the lease agreement, the lessee, after notice from the Funding Trust, will receive a credit against the base rental payable on the date specified in the lease agreement in an amount equal to the excess, if any, of the aggregate of the interest components of base rentals paid by the lessee during the preceding fiscal year at the assumed interest rate. These excess amounts, if any, are netted against the portion of income from lease agreement receivables attributable to interest and are reported as a Trust Estate liability as of year-end. If applicable, the lessees shall immediately pay additional rentals as defined and as required in the lease agreement. Accordingly, these amounts, if any, are reported as a receivable of the Trust Estate as of year-end.

8. Costs of Issuance: Costs of issuance related to the bond issuance are amortized over the life of the bond issue (30 years) using the effective interest method. Interest expense on the bond issuance amortization included in interest expense was $22,675 and $35,500 for the years ended June 30, 2010 and 2009, respectively. Amortization of the cost of issuance for each of the next five succeeding fiscal year ends is expected to be approximately $21,500, $20,700, $19,700, $18,700 and $17,800 for the years ended June 30, 2011 through June 30, 2015, respectively.

Note C - Summary of Significant Accounting Policies (Continued)

9. Derivative Financial Instruments: The Funding Trust accounts for interest rate exchange agreements in accordance with derivative guidance in the ASC. The ASC establishes accounting and reporting standards requiring that every derivative instrument (including certain derivative instruments embedded in other contracts) be recorded in the statement of financial position as either an asset or liability measured at its fair value.

   In March 2008, the FASB issued a new standard contained in the ASC, amending and expanding the disclosure requirements for derivative instruments and hedging activities with the intent to provide users of financial statements with an enhanced understanding of 1) how and why an entity uses derivative instruments; 2) how derivative instruments and related hedged items are accounted for under the ASC; and 3) how derivative instruments and related hedged items affect an entity's financial position, financial performance, and cash flows. To meet those objectives, the standards require qualitative disclosures about objectives and strategies for using derivatives, quantitative disclosures about fair value amounts of gains and losses on derivative instruments, and disclosures about credit-risk-related contingent features in derivative agreements. This standard is effective for fiscal years beginning after November 15, 2008.The Funding Trust adopted this standard at the beginning of fiscal 2010 (see Note I).

10. Net Assets: There are no donor-imposed restrictions on the net assets of the Trust Estate, and thus the net assets are considered "unrestricted" as defined by the ASC.

11. Reclassification: Certain items previously reported in financial statement captions have been reclassified to conform to the current financial statement presentation.

Note D - Fair Value of Financial Instruments

The ASC requires fair value information for financial instruments. Certain financial instruments, such as lease contracts, are specifically excluded from the scope of this pronouncement. The fair values of the Trust Estate's assets and liabilities that qualify as financial instruments approximate the carrying amounts presented in the accompanying statements of financial position.

The Funding Trust adopted the fair value provisions of the ASC for financial assets and liabilities as of July 1, 2008. These provisions establish a single authoritative definition of fair value, set out a framework for measuring fair value, and require additional disclosures about fair value measurements. The ASC also establishes a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels. These levels, in order of highest to lowest priority, are described below:

> Level 1 - Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities.
>
> Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
>
> Level 3 - Unobservable inputs that are supported by little or no market activity and are significant to the fair value of the assets or liabilities. Level 3 includes values determined using pricing models, discounted cash flow methodologies, or similar techniques reflecting the Funding Trust’s own assumptions.

Note D - Fair Value of Financial Instruments (Continued)

The availability of observable inputs can vary from instrument to instrument and is affected by a wide variety of factors, including, for example, the type of instrument, the liquidity of the markets, and other characteristics particular to the instrument. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised in determining fair value is greatest for instruments categorized in Level 3.

The following is a description of the valuation methodologies used for assets and liabilities of the Trust Estate measured at fair value:

Cash Equivalents: The Trust Estate's cash equivalents have short-term maturities or have interest rates that vary in the short-term. The fair values of such instruments approximate their respective carrying values (Level 1).

Interest Rate Exchange Agreements: The Trust Estate has entered into interest rate exchange agreements to hedge against changes in the fair value of underlying lease receivables (see Note I). These are over-the-counter agreements and identical agreements may not be available on the active market. The swap values are determined based on comparing the Securities Industry and Financial Markets Association ("SIFMA") Municipal Swap Index forward rate curve with the fixed rates on the lease receivables. The fair values of the swap contracts approximate the carrying value of these financial instruments (Level 2).

Investment Contract: The investment contract (see Note F) was negotiated and entered into in connection with specific financing transactions. Due to the uniqueness of this arrangement, the lack of transferability, and the fact that the principal amount invested, in most cases, fluctuates over the term of the agreement, there are no identical instruments traded in active markets. Accordingly, fair value of the instrument approximates the respective carrying value (Level 2).

Letter of Credit and Reimbursement Agreement: As described in Note B, the Funding Trust and US Bank are party to a Letter of Credit and Reimbursement Agreement to provide additional collateral for the Bonds outstanding. This Agreement is integral to the bond issue and, as such, cannot be marketed separately. It is the opinion of management that any fair value related to these agreements has already been included in the fair values of the related Bonds.

The following table summarizes the Trust Estate's assets and liabilities measured at fair value as of June 30, 2010:

	Level 1	Level 2	Total
Assets			
Cash Equivalents	$ 1,532,903	$ -	$ 1,532,903
Investment Contract	-	5,000,000	5,000,000
	$ 1,532,903	$ 5,000,000	$ 6,532,903
Liabilities			
Interest Rate Exchanges	$ -	$ 1,433,143	$ 1,433,143

Note D - Fair Value of Financial Instruments (Continued)

The following table summarizes the Trust Estate's assets and liabilities measured at fair value as of June 30, 2009:

	Level 1	Level 2	Total
Assets			
Cash Equivalents	$ 1,973,790	$ -	$ 1,973,790
Investment Contract	-	5,000,000	5,000,000
	$ 1,973,790	$ 5,000,000	$ 6,973,790
Liabilities			
Interest Rate Exchanges	$ -	$ 863,966	$ 863,966

Note E - Concentrations of Credit Risk

Financial instruments that potentially subject the Trust Estate to concentrations of credit risk consist primarily of the investment contract and the lease agreement receivables.

The stated interest rates, terms, and principal amounts pertaining to the investment contract (see Note F) are generally correlated in such a way that changes in market interest rates should not have a material net impact on the value of the investment contract. The investment contract is collateralized in obligations of the United States and its agencies. Such collateral is held by US Bank for the term of the investment contract.

As indicated in Note G, the lease agreement receivables represent the obligations of the lease program participants. Under Kentucky law, such program participants cannot commit to long-term debt, and therefore, lease rental payments are subject to annual appropriation. Historically, program participants have not defaulted or withdrawn from such long-term lease agreements. The Funding Trust believes that certain processes and precedents are in place to provide reasonable assurance that the leases will be honored by the program participants as long-term, non-cancelable agreements. As of June 30, 2010 and 2009, one lease agreement receivable totaled $9,586,461 and $10,146,305, representing 37% and 35% of total lease agreements receivable, respectively.

Note F - Trust Estate Accounts

Pursuant to the issue of the City of Fort Mitchell, Kentucky, Kentucky League of Cities Funding Trust Lease Program Revenue Bonds, Variable Rate 2002 Series A, the Funding Trust entered into a Trust Indenture Agreement with Central Bank & Trust Company. Pursuant to the Agreement of Resignation, Appointment and Acceptance, Huntington National Bank became Trustee in July 2008. The Trust Indenture provides for the issuance of the Bonds and the establishment of the following accounts to be held by the Trustee.

1. Bond Proceeds Account: This account was initially funded by the $50,000,000 bond proceeds. The account subsequently funded the Project Account ($44,355,000), the Expense Account ($645,000), and the Debt Service Reserve Account ($5,000,000). The account was closed in July 2008.

Note F - Trust Estate Accounts (Continued)

1. Project Account: This account was established from bond proceeds to fund the lease program. In connection with each closing for the lessee, the Trustee creates in the Project Account a Lessee Acquisition Account for the lessee and, upon the submission by the lessee of the documents required by and upon the terms and conditions of the lease agreement, the Trustee deposits in a Lessee Acquisition Account an amount equal to the aggregate principal component of lease rental payments under the lease.

   The funds in the Lessee Acquisition Account are disbursed to acquire, install, or construct the projects to be leased to the lessee or refund, refinance, and reimburse the lessee for outstanding indebtedness incurred or advancements made for the costs of the project, subject to the limitations set forth in the Trust Indenture regarding refunding, refinancing, and reimbursement. Legal title to the project and all interests therein are held by the lessee subject to the Funding Trust's rights under the provisions of the lease agreement.

2. Redemption Account: This account is funded by the principal component of any lease rental payment that is not related to a draw on the Debt Service Reserve Account, to the extent deemed necessary by the Trustee, in accounts thereof, for particular Bonds to be redeemed.

3. Revenue Account: This account is funded by the portion of all lease rental payments representative of interest and the administrative, credit, and fiduciary fees which are required by the provisions of the leases to be deposited in the Revenue Account, and any other amounts received by it under the Trust Indenture which are not required to be otherwise deposited into other accounts. The account disburses monies to pay interest on the Bonds, the credit and fiduciary fees pertaining to the Bonds, and the administrative expenses and fiduciary fees in excess of the amounts disbursed from the Expense Account.

4. Expense Account: This account was established from bond proceeds for the purpose of paying the costs of issuance and subsequent administrative expenses and fiduciary fees, until exhausted. The account was closed in July 2008.

5. Program Discretionary Account: This account represents any excess funds as a result of the assets of the Trust Estate exceeding the liabilities against the Trust Estate. Funds in the Program Discretionary Account are disbursed on the direction of the Funding Trust for purposes specified by the Funding Trust. As of June 30, 2010 and 2009, no amounts have been deposited into this account.

6. Prepayment Account: This account is used to hold lessees' optional lease prepayments. The principal component of each prepayment is transferred to the Redemption Account to redeem the portion of the Bonds associated with the lessees' prepayment. As of June 30, 2010 and 2009, no amounts have been deposited into this account.

7. Debt Service Reserve Account: This account was established from bond proceeds to be applied if there is a deficiency in the amount available in the Revenue Account to pay interest or the Redemption Account to pay principal on the Bonds (or in either case to reimburse the Credit Facility Provider for such payment).

Note F - Trust Estate Accounts (Continued)

The Trust Estate Accounts at June 30, 2010 are summarized as follows:

	Cash and Cash Equivalents	Investment Contracts	Total
Redemption Account	$ 1,288,862	$ -	$ 1,288,862
Revenue Account	244,041	-	244,041
Debt Sevice Reserve Account	-	5,000,000	5,000,000
	$ 1,532,903	$ 5,000,000	$ 6,532,903

The Trust Estate Accounts at June 30, 2009 are summarized as follows:

	Cash and Cash Equivalents	Investment Contracts	Total
Redemption Account	$ 1,753,776	$ -	$ 1,753,776
Revenue Account	220,014	-	220,014
Debt Sevice Reserve Account	-	5,000,000	5,000,000
	$ 1,973,790	$ 5,000,000	$ 6,973,790

At June 30, 2010 and 2009, the portion of the Debt Service Reserve Account held by the Trustee in the Trustee's name on behalf of the Funding Trust pursuant to the terms of a guaranteed investment contract with Societe Generale totaled $5,000,000 for both years. Pursuant to the terms of this contract, interest shall accrue at the guaranteed interest rate of .40% in excess of the bond rate on the daily outstanding principal balances. All interest accrues monthly.

At June 30, 2010 and 2009, the remaining Trust Estate funds are held in the Huntington Protected Deposit Account, a fully federally-insured, interest-bearing deposit sweep account.

Note G - Lease Agreement Receivables

Lease agreement receivables represent the obligation of the lease program participants and provide for payment by the participants to the Trust Estate of monies sufficient to pay, when due, the principal and interest on the Bonds and the costs associated with the lease program. All leases are variable rate leases. The lease rental payment is computed with respect to the variable rate bonds and the interest rate in effect on the first day of each week during the lease term, unless the lessee elects to have the interest rate converted to a fixed rate upon the terms and conditions of an interest rate exchange agreement (see Note I). The Funding Trust could originate leases during a three-year period that ended October 2005. The lease agreement receivables at June 30, 2010 and 2009 are $26,231,144 and $28,610,388, respectively.

Note G - Lease Agreement Receivables (Continued)

Future minimum lease rental payments required under the lease agreement receivables at June 30, 2010 are as follows:

Year Ending June 30,	Amount
2011	$ 2,209,268
2012	2,382,058
2013	2,027,071
2014	2,000,609
2015	1,980,963
Thereafter	15,631,175
	$ 26,231,144

As of June 30, 2010, one lease rental payment had not been received as scheduled under the lease agreement. Subsequent to year-end, this payment was collected; accordingly, no allowance has been established.

Note H - Bonds Payable

In October 2002, the City of Fort Mitchell, Kentucky issued $50,000,000 Kentucky League of Cities Funding Trust Lease Program Revenue Bonds, Variable Rate 2002 Series A. The Bonds are issuable as fully registered Bonds without coupons and will mature in October 2032, subject to mandatory and optional redemption prior to maturity (as described below). The Bonds are not general obligations of the Issuer or the Funding Trust but are special and limited obligations payable solely from the Trust Estate.

The Bonds were initially offered as Weekly Rate Bonds. Weekly Rate Bonds can be converted to Daily Rate Bonds, Adjustable Rate Bonds, or Fixed Rate Bonds.

Daily Rate Bonds, Weekly Rate Bonds, and Adjustable Rate Bonds are subject to optional redemption on their respective interest payment dates, the first business day of each month for Daily and Weekly Rate Bonds and on each September 1 and March 1 (or, if not a business day, then the next business day) for Adjustable Rate Bonds. Fixed Rate Bonds are subject to optional redemption on any date beginning on the interest payment date, each September 1 or March 1, which is at least ten years from the fixed rate conversion date.

Daily Rate Bonds, Weekly Rate Bonds, and Adjustable Rate Bonds are subject to mandatory redemption in part on the first September 1 succeeding each scheduled payment date for a principal component of a lease rental payment under a variable rate lease in an amount equal to such principal component plus accrued interest, if any. Bonds which have been converted to Fixed Rate Bonds upon closing of a lease are subject to mandatory redemption in part on the first interest payment date for such Bonds succeeding each scheduled payment date for a principal component of a lease rental payment under the correlative lease in an amount equal to such principal component plus accrued interest, if any. The Bonds, other than Fixed Rate Bonds, are subject to extraordinary mandatory redemption, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus payment of the interest due thereon, on the first interest payment date for Daily or Weekly Rate Bonds occurring at least thirty days after the transfer of funds from the Project and Debt Service Reserve Accounts due to the failure to originate leases in an aggregate principal amount equal to the amount so transferred.

Note H - Bonds Payable (Continued)

When the Daily Rate Bonds, Weekly Rate Bonds, and the Adjustable Rate Bonds are redeemed, the Remarketing Agent (see Note B) will use its best efforts to remarket the Bonds to be purchased on a purchase date described in the Trust Indenture. The Bonds may not be remarketed beyond the final maturity date (October 2032).

The assets of the Trust Estate (see Trust Estate as defined in Note A) are pledged to secure repayment of the Bonds. Repayment of the Bonds is supported by the Credit Facility agreement described in Note B.

The bond rate is the minimum rate of interest established weekly by the Remarketing Agent to enable the Bonds to be marketable. This rate is generally based on the Securities Industry and Financial Markets Association ("SIFMA") Municipal Swap Index. During the year ended June 30, 2010, the variable interest rate on the Bonds outstanding ranged from 0.14% to 0.32%. During the year ended June 30, 2009 the variable interest rate on the Bonds outstanding ranged from 0.30% to 8.00%.

Note I - Interest Rate Exchange Agreements

Interest rate exchange agreements entered into by the Funding Trust when lessees convert variable rate leases to fixed rate leases are derivative instruments. The Funding Trust utilizes interest rate exchanges to provide fixed rate leases to lessees without bearing interest rate risk (see also Note G). Under the terms of the agreements, the Funding Trust pays to the exchange counterparty the agreed fixed rate and receives interest based upon an agreed variable indexed rate. These interest rate exchange agreements have been designated by the Funding Trust as fair value hedges of the underlying changes in the fair value of the leases receivable. The net interest payments made (received) under the swap exchanges (settlements) are included as a component of interest expense (income). Cash flows from interest rate exchanges are classified as an operating activity on the statement of cash flows

Under the lease agreement, the lessee is ultimately responsible for any payments associated with the early termination of an interest rate exchange agreement. Changes in the fair value of the exchange instruments result in offsetting changes to the carrying value of the underlying lease instruments with no impact on the statement of activities and changes in net assets as long as hedges remain effective.

As of June 30, 2010, the Funding Trust has ten outstanding interest rate exchange agreements, with three agreements provided by Fifth Third Bank and seven agreements provided by US Bank. The Funding Trust pays a fixed rate that ranges from 2.19% to 4.06%. The Funding Trust receives a variable rate tied to the SIFMA Municipal Swap Index. During 2010 and 2009 the Trust Estate made net settlement payments under the exchange agreements totaling $607,275 and $407,819, respectively. The following tables present the unrealized gain/(loss) and fair value of derivative instruments by major risk type on a gross basis and the corresponding impact on the assets being hedged as of and for the years ended June 30, 2010 and 2009.

City of Fort Mitchell, Kentucky
Kentucky League of Cities Funding Trust Lease Program
Revenue Bonds, Variable Rate 2002 Series A
Notes to Financial Statements (Continued)
June 30, 2010 and 2009

Note I - Interest Rate Exchange Agreements (Continued)

	Liability Derivatives for Fair Value Hedging Activities					
	Year Ended June 30, 2010			Year Ended June 30, 2009		
Statement of Activities Classification	Swap Interest Expense	Lease Interest Income	Ineffective Swap Realized Gain/(Loss)	Swap Interest Expense	Lease Interest Income	Ineffective Swap Realized Gain/(Loss)
Income from Lease Agreement Receivables	$ -	$ 608,078	$ -	$ -	$ 425,925	$ -
Interest expense	608,078	-	-	425,925	-	-

	As of June 30, 2010		As of June 30, 2009	
Statement of Financial Position Classification	Class of Derivative	Fair Value	Class of Derivative	Fair Value
Interest Rate Exchange	Interest rate contracts	$ (1,433,143)	Interest rate contracts	$ (863,966)
Lease agreement receivables unrealized appreciation (Hedged	N/A	1,433,143	N/A	863,966
Cummulative Realized Gain (loss) from	N/A	-	N/A	-

There was no gain or loss due to hedge ineffectiveness for the years ended June 30, 2010 and 2009. Accordingly, the accompanying statements of financial position as of June 30, 2010 and 2009 reflect unrealized appreciation in the fair value of lease agreement receivables of $1,433,143 and $863,966, respectively, effectively offsetting the liability to the interest rate exchange counterparty.

The Funding Trust is exposed to credit losses in the event of non-performance by the exchange counterparty. However, the Funding Trust anticipates that the exchange counterparty will be able to satisfy any obligations under the agreement. The Funding Trust does not obtain collateral or other security to support such derivative financial instruments, however, the Trustee does monitor the credit standing of the exchange counterparty.

Note J - Tax Status

All funds are considered the property of the agencies participating in the lease program. The Funding Trust intends to be an instrument of the participating agencies and will only execute essential government functions. The income of the Trust Estate will accrue to the benefit of the participating agencies. As such, the income of the Trust Estate is exempt from federal and state income taxes. Accordingly, no provision for income taxes has been made in the accompanying financial statements.

The Bonds are subject to the arbitrage rebate regulations included in the Internal Revenue Code. These regulations require nonexempt arbitrage earnings to be rebated to the United States to prevent a bond issuance from being classified as arbitrage bonds. The Trust Estate has no accrued arbitrage liability as of June 30, 2010 and 2009.

Note K - Related Party Transactions

The Trust Estate pays administrative fees to the Kentucky League of Cities as Program Administrator. During the years ended June 30, 2010 and 2009, administrative fees paid to the Kentucky League of Cities were $73,975 and $82,538, respectively. At June 30, 2010 and 2009, total administrative fees included in accounts payable were $0 and $17,872, respectively.

Note L - Departure from U.S. Generally Accepted Accounting Principles

The Trust Estate records a participant's share of issuance costs to originate a lease as income in the year the lease is closed. A participant's share of issuance costs should be deferred and amortized to income over the life of the lease using the effective interest method in order to conform to accounting principles generally accepted in the United States of America. If the participants' share of issuance costs were deferred, the following accounts would be increased (decreased):

	2010	2009
Liabilities:		
Costs of issuance	$ 384,601	$ 425,997
Net Assets:		
Net Assets, unrestricted	(384,601)	(425,997)
Change in net assets:		
Income from lease agreement receivables (amortization)	41,396	39,477