

# BLACK MOUNTAIN UTILITY DISTRICT



609 FOURMILE ROAD · BAXTER, KY 40806

September 29, 2018

Public Service Commission Gwen R. Pinson, Executive Director PO Box 615 Frankfort, KY 40602 Phone: 1-606-573-1277 Fax: 1-606-573-1276

RECEIVED

OCT 04 2018

PUBLIC SERVICE COMMISSION

RE: Case No. Black Mountain Utility District 2018-00068

Gwen R. Pinson, Executive Director:

As the outside Accountant for Black Mountain Utility District, I have been asked to compile various pieces of information as it related to the "Commission Staff's Third Request for Information" dated September 17, 2018 in reference to the above referenced Case No.

The information requested as detailed in the request is a follows:

- Loan with balance of \$139,000.00 which would indicate that the loan was not paid off by June 16, 2016...
  - a. Black Mountain Utility did not have and does not currently have the assets and/or cash flow to pay off this note. It is secured by a Certificate of Deposit put forth by Harlan County Fiscal Court.
  - b. Yes BMUD did indeed enter into a new loan document on June 2016.
  - c. See attached loan documentation provided by Monticello Banking Company the successor to the Bank of Harlan.
  - d. See attached loan documentation referred to above in item C.
  - e. No additional loans have been entered into after the final Order in the alternative rate adjustment Case No. 2015-00088.
- 2. Explain why a Billing Journal is provided for the month of March, instead of a Sales and Consumption report such as the ones provided for all the other months.
  - a. In researching the files, we were unable to locate the Sales and Consumption Report for the month of March, however we did include the billing journal for that month. After submitting the previous I have went back to try to find a copy of the Sales and Consumption but to no avail.

Page 2 September 29, 2018 Public Service Commission

b. Reconcile the Water sold schedule in Tab 2...I have reviewed the gallons sold for each month and made corrections as needed. In March 2016 and April 2016 there were billing adjustments made which reflect the changes from the Sales & Consumption Report versus the spreadsheet. I could find no changes to July and August 2016. June, October and December have minor adjustments on the spreadsheet to match the Sales & Consumption.

As you have requested, I have included an original copy and six additional copies. Since there is limited information provided I have not tabbed the information.

If you need additional information, I can be reached at the number above or by e-mail at <a href="mailto:cguyn@harlanonline.net">cguyn@harlanonline.net</a>.

Respectfully Submitted:

Charles H. Guyn Guyn Accounting Services

Encl.

Cc: BMUD Commissioners

File:bmud-psc8818

Principal	Loan Date	Maturity	PROMISSORY		/ Coll	Account	Officer	Initials
\$150,000.0		06-16-2016	5363200	C	/ 0063	***	GLH	
References i	in the boxes above are Any iter	for Lender's use o m above containing		applicabi ted due to	lity of this of text length	document to any pa limitations.	rticular loan o	r item.
	BLACK MTN UTILITY D 509 FOUR MILE RD BAXTER, KY 40806	ISTRICT	Len	der:	PO Box 9 201 East	Central Street Y 40831		
Principal An	nount: \$150,000.	00	Initial Rate: 2.2	230%		Date of N	lote: June	16, 2015
of the United S outstanding, to	PAY. BLACK MTN UTI States of America, the ogether with interest or until repayment of each	principal amount on the unpaid outst	of One Hundred Fifty T	housand	& 00/100 0	Oollars (\$150,000.0	0) or so much	h as may be
addition, Borro all subsequent payments will	orrower will pay this I wer will pay regular mo interest payments to b be applied first to any a bay Lender at Lender's	onthly payments of be due on the sam accrued unpaid inte	f all accrued unpaid into e day of each month a arest; then to principal;	fter that. then to a	as of each Unless oth ny unpaid o	payment date, begin nerwise agreed or r collection costs; and	nning July 16, equired by ap	2015, with plicable law,
The Bank of H loans and is s substitute inde will not occur loans based or calculated as d if necessary fo no circumstan- maximum rate	EREST RATE. The intr arlan 12 Month Certific et by Lender in its so x after notifying Borror more often than each n other rates as well. escribed in the "INTER r any minimum and ma ces will the interest ra allowed by applicable is loan will not exceed 3	cate of Deposit Ra ble discretion. If wer. Lender will to on the maturity di The Index current EST CALCULATIO taximum rate limitat te on this Note be law. Notwithstan	tte (the "Index"). The the Index becomes ur tell Borrower the curre ate of the pledged cer dy is 0.230% per anni N METHOD" paragrapi cions described below, a less than 2.230% pe ding the above provisio	Index is r navailable nt Index r tificate of um. Inter n using a resulting i or annum	the the text of text o	rily the lowest rate term of this loan, orrower's request. Borrower understan unpaid principal ba D0 percentage point rate of 2.230% per an the lesser of 18	charged by L Lender may The interest ds that Lende lance of this s over the Ind annum. NOT 000% per an	ender on its designate a rate change r may make Note will be ex, adjusted FICE: Under num or the
interest rate ov	CULATION METHOD. ver the number of days the principal balance i	in a year (366 du	ring leap years), multip	olied by th	ne outstand	ing principal balanc	e, multiplied b	
subject to refu foregoing, Borr to by Lender i payments will similar languag will remain obli or other payme	Borrower agrees that ind upon early paymer ower may pay without n writing, relieve Borro reduce the principal ba e. If Borrower sends s gated to pay any furth- ent instrument that ind mitations or as full sati	It (whether volume penalty all or a penalty all or a penalty all or a penalty alance due. Borrower such a payment, Li er amount owed to licates that the par	tary or as a result of ortion of the amount o 's obligation to contin wer agrees not to sen ender may accept it w b Lender. All written c yment constitutes "par	default), wed earlie ue to mai d Lender ithout losi ommunica yment in t	except as a ar than it is ke payment payments in any of L ations conce full of the	otherwise required due. Early paymer is of accrued unpai marked "paid in ful ender's rights unde erning disputed amo amount owed or th	by law. Ex- nts will not, un d interest. F ", "without ru r this Note, an punts, includin nat is tendered	cept for the nless agreed lather, early ecourse", or nd Borrower g any check d with other
LATE CHARGE	. If a payment is 15 da	ays or more late, B	lorrower will be charge	d 5.000%	of the reg	ularly scheduled pay	ment.	
	ER DEFAULT. Upon de interest rate under thi							

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Insufficient Account Balance. Failure to satisfy Lender's requirement set forth in the Insufficient Account Balance section of the Assignment of Deposit Account.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guarantor of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days; inmediately initiates steps which Lender demas in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

ADDITIONAL DEFAULT TERMS. PUNITIVE INTEREST COULD BE CHARGED ON THIS LOAN IN THE EVENT OF A DEFAULT OR IN THE EVENT THAT FINANCIAL INFORMATION AS DESCRIBED IN THE BUSINESS LOAN AGREEMENT IS NOT RECEIVED WITHIN 60 DAYS OF REQUEST. YOUR INTEREST RATE WILL INCREASE TO 24% AND WILL REMAIN AT 24% UNTIL THE DEFAULT IS CURED OR UNTIL YOU PRESENT THE REQUESTED INFORMATION. INITIALS

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.



Page 2

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacete any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

PROMISSORY NOTE (Continued)

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by an assignment of deposit agreement securing TBOH COD #6594 of even date herewith from borrower and grantor to lender.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request, on forms acceptable to Lender. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an aythorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note; (B) Borrower or any guarantor on y guarantor has with Lender; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarante of this Note or any other ican with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

THE PURPOSE OF THIS LOAN IS:. working capital.

TERM OF LINE OF CREDIT. Borrower agrees the line of credit will be rested at a zero balance for a minimum of 30 consecutive days during the term of the obligation.

APPLICATION OF PAYMENTS:. Payments applied on the date of receipt.

TERMS AND CONDITIONS. Subject to business loan agreement from borrower to lender of even date.

CROSS COLLATERALIZATION. Collateral securing this loan may also secure other loans.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

BLACK MTN UTILITY DISTRICT SERGENT, tha STEVE BLACK of MTN rman UTILITY DISTRICT

LENDER:

THE BANK OF HARLAN Vice President

Lawertre, Var. 15.2.10.002 Copr. D+H USA Corporation 1857, 2015. All Rights Reserved. - KY LICPIL/PLID20.PC TR-5065 PA-2

# PROMISSORY NOTE

BI.



Officer I Initiale

Account

\$150,100	E T PNAN								
Referenc	es in the			nly and do not limit i has been on				rticular loan o	r item.
Borrower:	609 F	K MTN UTILITY D OUR MILE RD ER, KY 40806	ISTRICT	L	ender:	PO Box 9	Central Street Y 40831		
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addition, Bo	rrower w	will pay regular m	onthly payments of	ent of all outstandin f all accrued unpaid	interest du	e as of each	payment date, be	ginning Augus	st 28, 2016,

law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed toregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: The Bank of Harlan, P.O. Box # 919 Harlan, KY 40831.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note

Loan Data Maturity

Dringing

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Insufficient Account Balance. Failure to satisfy Lender's requirement set forth in the Insufficient Account Balance section of the Assignment of Deposit Account.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

ADDITIONAL DEFAULT TERMS. PUNITIVE INTEREST COULD BE CHARGED ON THIS LOAN IN THE EVENT OF A DEFAULT OR IN THE EVENT THAT FINANCIAL INFORMATION AS DESCRIBED IN THE BUSINESS LOAN AGREEMENT IS NOT RECEIVED WITHIN 60 DAYS OF REQUEST. YOUR INTEREST RATE WILL INCREASE TO 24% AND WILL REMAIN AT 24% UNTIL THE DEFAULT IS CURED OR UNTIL YOU PRESENT THE REQUESTED INFORMATION. INITIALS \_\_\_\_\_\_

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.



DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$32.50 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a hypothecation agreement and an assignment of deposit agreement securing TBOH COD #6594 of even date herewith from borrower and grantor to lender.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request, on forms acceptable to Lender. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note If: (A) Borrower or any guarantor is in default under the terms of this Note; (B) Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

THE PURPOSE OF THIS LOAN IS:. to refinance note #5363200.

TERM OF LINE OF CREDIT. Borrower agrees the line of credit will be rested at a zero balance for a minimum of 30 consecutive days during the term of the obligation.

APPLICATION OF PAYMENTS:. Payments applied on the date of receipt.

TERMS AND CONDITIONS. Subject to business loan agreement from borrower to lender of even date.

CROSS COLLATERALIZATION. Collateral securing this loan may also secure other loans.

PRIOR NOTE. This loan is a refinance of a promissory note #5363200 from borrower to lender dated June 16th, 2015.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

BLACK MTN UTILITY DISTRICT

Ra BAYMOND Chairman of BLACK MTN UTILITY DISTRICT

LENDER:

THE BANK OF HA Garry L. He Senio e President

Learning, Var. 15.1.10.003 Copr. D + H USA Corporation 1997, 2015. All Rights Reserved. - KY L1CRILPLID20.PC TR-5533 PR-2

#### **COMMERCIAL LINE OF CREDIT** AGREEMENT AND NOTE

Monticello Banking Company 50 North Main St PO Box 421 **MONTICELLO, Kentucky 42633** (606)573-5713 ghenson@mbcbank.com

TARS SUMBER	XURLEMPST MATE	TO A STREET	UNESH' (REELT (BYP)	WENTER OF YESTER	
	August 31, 2017	9 Payments	\$144,000.00	May 27, 2018	
LOAN PURPOSE C	ommercial Real Estate Refu	ance			

#### BORROWER INFORMATION

BLACK MTN UTILITY DISTRICT 609 FOUR MILE RD BAXTER, KY 40806-0000

LINE OF CREDIT AGREEMENT AND NOTE. This Commercial Line of Credit Agreement and Note will be referred to in this document as the "Agreement."

LENDER. "Lender" means Monticello Banking Company whose address is 50 North Main St. PO Box 421, MONTICELLO, Kentucky 42633, its successors and assigns.

BORROWER. "Borrower" means each person or legal entity identified above in the BORROWER INFORMATION section who signs this Agreement.

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on or before the Maturity Date, the Borrower promises to pay the principal amount of One Hundred Forty-four Thousand and 00/100 Dollars (\$144,000.00) or such lesser amount as shall have been advanced by Lender, from time to time, to or on behalf of Borrower under the terms of this Agreement, and all interest on the outstanding principal balance and any other charges, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

PAYMENT SCHEDULE. This Agreement will be paid according to the following required payment schedule: Monthly payments of accrued and unpaid interest. The unpaid principal balance of this Note, together with all accrued interest and charges owing in connection therewith, shall be due and payable on the Maturity Date. All payments received by the Lender from the Borrower for application to this Agreement may be applied to the Borrower's obligations under this Agreement in such order as determined by the Lender.

INTEREST RATE AND SCHEDULED PAYMENT CHANGES. Interest will begin to accrue upon draws. The interest rate on this Agreement will be fixed at 2.300% per annum.

Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law. Interest on this Agreement is calculated on an Actual/365 day basis.

LATE PAYMENT CHARGE. If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of \$5.00 or 5.000% of the amount of the regularly scheduled payment then past due, whichever is greater, subject to a minimum charge of \$5.00.

LINE OF CREDIT TERMS. The advances under this Agreement are discretionary. The Borrower acknowledges and agrees that although the Borrower may from time to time request an advance under this Agreement up to a maximum amount equal to the Line of Credit Limit, the Lender in no way is obligated to make such advance, Lender may at any time, with or without cause, refuse to extend credit, and all advances will be made by Lender in its sole and absolute discretion and subject to the terms and conditions of this Agreement.

### Advances.

- Advances under this Agreement may be requested orally or in writing by the Borrower or by an authorized person.
- The total of all advances requested and unpaid principal cannot exceed One Hundred Forty-four Thousand and 00/100 Dollars (\$144,000.00).
- All advances made will be charged to a loan account in Borrower's name on Lender's books, and the Lender shall debit such account the amount of each advance made to, and credit to such account the amount of each repayment made by Borrower.

Suspension and Termination. Subject to Lender's right to make any advances under this Agreement in its sole and absolute discretion, advances under this Agreement will be available until the earliest of any date or event described below occurs: (a) the Maturity Date, (b) the date the Line of Credit is cancelled by Borrower, or (c) the date the Line of Credit is cancelled by the Lender due to an occurrence of an Event of Default.

SECURITY TO NOTE. Security (the "Collateral") for this Agreement is granted pursuant to the following security document(s):

 Security Agreement dated August 31, 2017 evidencing security interest in CD - Monticello Banking Company CD, Account Number - 6594.

**RIGHT OF SET-OFF.** To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Agreement, whether matured or unmatured, against any amount owing by Lender to Borrower including any or all of Borrower's accounts with Lender. This shall include all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against anyone else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Lender will not be liable for the dishonor of any check when the dishonor occurs because Lender set-off a debt against Borrower's account. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments and any other documents or agreements executed in connection with this Agreement whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Agreement by reference thereto, with the same force and effect as if fully set forth herein.

DEFAULT. Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Agreement immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Agreement or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Agreement or any other Related Documents; (c) any default by Borrower under the terms of any other agreement between Lender and Borrower; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with this Agreement terminates, attempts to terminate or defaults under any such Related Documents; (I) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

GENERAL WAIVERS. To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Agreement is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Agreement without invalidating the remainder of either the affected provision or this Agreement

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

ASSIGNABILITY. Lender may assign, pledge or otherwise transfer this Agreement or any of its rights and powers under this Agreement without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Agreement or any benefit accruing to it hereunder without the express written consent of the Lender.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

GOVERNING LAW. This Agreement is governed by the laws of the state of Kentucky except to the extent that federal law controls.

**HEADING AND GENDER.** The headings preceding text in this Agreement are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require.

ATTORNEYS' FEES AND OTHER COSTS. Borrower agrees to pay all of Lender's costs and expenses in connection with the enforcement of this Agreement including, without limitation, reasonable attorneys' fees, to the extent permitted by law.

WAIVER OF JURY TRIAL. All parties to this Agreement hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Agreement or any other instrument, document or agreement executed or delivered in connection with this Agreement or the Related Documents. By signing this Agreement, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt hereof. BLACK MTN UTILITY DISTRICT

By: RAYMOND C Its: CHAIRMAN 31-207 8 Date

LENDER: Monticello Banking Company

8-31-17 Date By: Garry Henson

Its: Commercial Banker

PRIOR	LOAN NUMBER	ACCT, NUMBER	NOTE DATE	NOTE AMOUNT	MATURITY DAT		
OBLIGATION INFORMATION			08/31/17	\$144,000.00	07/27/18		
	LOAN NUMBER	ACCT. NUME	ER MODI	FICATION DATE	NOTE AMOUNT		
AMENDED		1	,	luly 27, 2018	\$140,371.17		
OBLIGATION INFORMATION	MATURITY DATE	INDEX (w/mar	gin) INTEREST RATE		INITIALS		
	07/27/19	Not Applicate	le	2.300%	GLH		

## **DEBT MODIFICATION AGREEMENT**

DATE AND PARTIES. The date of this Debt Modification Agreement (Modification) is July 27, 2018. The parties and their addresses are:

LENDER:

MONTICELLO BANKING CO. 50 N Main St. PO Box 421 Monticello, KY 42533 Telephone: 605-348-8411

BORROWER:

BLACK MTN UTILITY DISTRICT 509 FOUR MILE RD BAXTER, KY 40806

1. DEFINITIONS. In this Modification, these terms have the following meanings:

A. Prenouns. The pronouns "1," "me," and "my" refer to each Borrower signing this Modification, individually and together with their heirs, executors, administrators, successors, and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Loan. "You" and "your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or entity that acquires an interest in the Modification or the Prior Obligation.

B. Amended Obligation. Amended Obligation is the resulting agreement that is created when the Modification amends the Prior Obligation. It is described above in the AMENDED OBLIGATION INFORMATION section.

C. Loan. Loan refers to this transaction generally. It includes the obligations and dulles arising from the terms of all documents prepared or submitted in association with the Prior Obligation and this modification, such as applications, security agreements, disclosures, notes, agreements, and this Modification. D. Modification. Modification refers to this Debt Modification Agreement.

E. Prior Obligation. Prior Obligation refers to my original agreement described above in the PRIOR OBLIGATION INFORMATION section, and any subsequent extensions, renewals, modifications or substitutions of it.

2. BACKGROUND. You and I have previously entared into a Prior Obligation. As of the date of this Modification, the outstanding, unpaid balance of the Prior Obligation is \$140,371,17. Conditions have changed since the execution of the Prior Obligation instruments. In response, and for value received, you and I agree to modify the terms of the Prior Obligation, as provided for in this Modification.

3. CONTINUATION OF TERMS. I agree and understand that all other terms and provisions in the Prior Obligation survive and continue in full force and effect, except to the extent that they are specifically and expressly amended by this Modification. The express amendment of a term does not amend related or other terms - even if the related or other terms are contained in the same section or paragraph of the Prior Obligation. For illustration purposes only, a modification of the interest rate to be paid during the term of the loan would not modify the default rate of interest even though both of those terms are described in the Prior Obligation in a common section titled "Interest". The term "Prior Obligation" includes the original instrument and any modifications prior to this Modification.

4. TERMS. The Prior Obligation is modified as follows:

A. Maturity and Payments. The maturity and payment provisions are modified to read:

BLACK MTN UTILITY DISTRICT Debt Medification Agreement KY/4XXXXXXXX0000000001658008082918N

Wolters Kluwer Financial Services 91996, 2018 Benkers Systems\*\*

Initials \_\_\_\_\_

(1) PAYMENT. I agree to pay the Loan in installments of accrued interest beginning August 27, 2018, and then on the 27th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on July 27, 2019.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

B. Fees and Charges. As additional consideration for your consent to enter into this Modification, I agree to pay, or have paid these additional fees and charges:

(1) Minimum Finance Charge - Commercial/Ag. A(n) Minimum Finance Charge - Commercial/Ag equal to \$10.00.

(2) Late Charge. If a payment is more than 10 days late, I will be charged 5.000 percent of the Amount of Payment or \$5.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

C. Insurance. I agree to obtain the insurance described in this Modification.

(1) Property insurance. I will insure or retain insurance coverage on any tangible property that secures the Loan and abide by the insurance requirements of any security instrument securing the Loan.

(2) Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts 1 still owe you. I will pay the difference. I will keep the insurance until all debts under this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

5. CREDITOR-PLACED INSURANCE NOTICE. I am giving you a security interest in the Property described in the security instrument(s) securing the Loan. I am required to maintain insurance on the tangible property described in the security instrument(i) to protect your interest until all debts under this agreement are paid. If I fall to provide evidence of insurance on the tangible property to you, you may place insurance on the tangible property and i will be responsible to pay for the costs of that creditor-placed insurance.

6. WAIVER. I waive all claims, defenses, setoffs, or counterclaims relating to the Prior Obligation, or any document securing the Prior Obligation, that I may have. Any party to the Prior Obligation that does not sign this Modification, shall remain liable under the terms of the Prior Obligation unless released in writing by you.

7. REASON(S) FOR MODIFICATION. Note matured on July 27th, 2018.

8. SIGNATURES. By signing, I agree to the terms contained in this Modification. I also acknowledge receipt of a copy of this Modification.

#### BORROWER:

BLACK MTN UTILITY DISTRICT

LENDER:

Monticello Banking MERCIAL BANKER

Initials \_\_\_\_\_\_ Page 2

						BLACK MOUN	TAIN UTILITY						
						WATER	ANALYSIS						
						12/31	/2016						
WATER	EVARTS	EVARTS	HMWW	HMWW	HMWW	HMWW			EVARTS		PINEVILLE		TOTAL
PUR/PROD	70002	70001	2765	3115	4696	6559			7007				PUR/PROD
JAN	1,265,400	1,254,000	1,343,100	11,194,010	1,812,300	9,322,000			673,900		1,718,000		28,582,710
FEB	703,500	1,061,000	817,000	7,970,300	2,330,600	5,949,000			679,100		1,533,000		21,043,500
MAR	200,500	1,006,000	982,800	6,510,200	1,701,700	5,792,000			535,700		1,462,000		18,190,900
APR	228,500	967,000	1,097,100	8,018,500	1,356,300	5,380,000			623,600		1,464,000		19,135,000
MAY	1,100,000	920,000	977,200	8,726,900	1,561,000	4,993,000			648,800		1,477,000		20,403,900
JUNE	998,000	1,080,000	999,800	8,284,000	1,923,400	6,029,000			771,300		1,245,000		21,330,500
JULY	777,000	1,057,000	979,200	6,613,000	1,819,400	6,250,000			696,200		1,650,000		19,841,800
AUG	1,087,000	673,000	735,800	6,498,700	1,765,400	6,205,000			615,800		1,472,000		19,052,700
SEPT	926,000	905,300	733,000	7,508,900	1,784,000	6,874,000			727,000		1,751,000		21,209,200
OCT	778,000	781,500	645,400	7,436,700	1,880,500	6,292,000			529,900		1,702,000		20,046,000
NOV	957,000	919,900	696,800	6,631,100	1,593,400	5,903,000			506,400		1,867,000		19,074,600
DEC	1,000,000	42,300	663,100	7,430,800	1,840,000	6,302,000			475,000		1,564,000		19,317,200
TOTALS	10,020,900	10,667,000	10,670,300	92,823,110	21,368,000	75,291,000			7,482,700		18,905,000	•	247,228,010
WATER	RT1	RT2	RT3	RT4	RT5	RT6	RT7	RT8	RT9	RTO	RT10	LESS	TOTAL
SOLD												ADJT	SOLD
JAN	725,990	652,000	1,925,700	1,903,400	1,006,240	1,165,670	724,140	1,200,300	555,600	2,395,270	1,476,020		13,730,330
FEB	675,580	1,623,730	1,556,030	1,031,440	800,410	992,930	681,200	1,155,500	543,280	1,967,510	1,257,420		12,285,030
MAR	760,460	513,700	2,145,080	952,030	776,460	1,115,270	768,650	1,170,530	559,350	1,412,996	1,330,340		11,504,866
APR	760,460	516,840	1,659,490	1,053,750	777,700	1,158,570	777,290	1,176,820	562,830	1,341,970	1,413,542		11,199,262
MAY	716,670	543,960	1,616,800	802,630	700,610	980,170	655,450	1,193,760	540,400	1,951,950	1,305,260		11,007,660
JUNE	1,946,390	557,590	1,587,610	945,190	744,880	1,035,680	777,770	1,222,550	582,500	2,291,940	1,506,010		13,198,110
JULY	812,950	536,080	1,818,730	1,302,940	989,690	1,298,660	868,630	1,305,340	861,310	2,400,690	1,559,440		13,754,460
AUG	726,890	560,170	1,765,810	2,029,290	832,870	1,060,960	755,810	1,135,440	580,020	2,364,700	1,383,740		13,195,700
SEPT	741,250	512,230	1,740,710	1,897,040	816,240	1,044,940	847,930	1,327,900	602,960	2,138,910	1,387,180		13,057,290
OCT	801,330	583,970	1,943,110	1,336,120	983,530	1,162,960	845,300	1,538,810	699,620	2,482,940	1,742,440		14,120,130
NOV	649,280	491,930	1,605,690	949,940	743,040	962,500	689,060	1,256,810	496,360	2,074,080	1,381,480		11,300,170
DEC	704,580	460,550	1,641,130	870,170	767,680	1,123,130	1,057,670	1,246,330	565,820	2,251,690	1,431,460		12,120,210
TOTALS	10,021,830	7,552,750	21,005,890	15,073,940	9,939,350	13,101,440	9,448,900	14,930,090	7,150,050	25,074,646	17,174,332	-	150,473,218
LINE LOSS	(930)	3,114,250	(10,335,590)	77,749,170	11,428,650	62,189,560	(9,448,900)	(14,930,090)	332,650	(25,074,646)	1,730,668	-	96,754,792

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