

THIS ADDENDUM, made and entered into this 15th day of June, 1989,
by and between:

THE CITY OF BARDSTOWN, KENTUCKY, a municipality located in Nelson County,
Kentucky, hereinafter called "City", and

NORTH NELSON WATER DISTRICT, situated in Nelson County, Kentucky,
hereinafter called "District".

WITNESSETH:

WHEREAS, the parties to this addendum are the same parties as set out in a
certain agreement styled "Water Purchase Contract" of date October 10, 1967,
and also a first addendum to said contract dated January 8, 1974, and a second
addendum to said contract, dated December 31, 1975, and a third addendum to
said contract dated March 1, 1978, and also a fourth addendum, dated December
1, 1984, and whereas, the parties are now desirous of amending certain portions
of the terms contained in the original contract and the addendums, which
amended provisions are acceptable to both parties,

NOW THEREFORE, for and in consideration of the covenants and agreements
hereinafter contained, the parties hereto agree and do hereby amend those
paragraphs and sections of the aforementioned agreement by the inclusion of new
paragraphs and/or section and/or changing the whole and/or in parts existing
paragraphs and sections thereof, which contract shall from and after the
effective date of changes therein, read as if contained in the original
agreement:

Page 2, A, 1. The City Agrees

1. (Quality and Quantity) To furnish the District, at the points of
delivery hereinafter specified, during the term of this contract or any renewal
or extension thereof, potable treated water meeting applicable purity standards
of the Kentucky Department for Natural Resources and Environmental Protection,
Division of Water (or other cognizant agency) in the following maximum rates of
flow and total amounts:

1. Louisville Road	250 gallons/minute
2. KY 1430 @ Ben Irvin Road	350 gallons/minute
3. Plum Run Road	50 gallons/minute
4. Murray's Run Road	150 gallons/minute
TOTAL	18,000,000 total gallons/month

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SEP 22 1989

PURSUANT TO

BY:

2. (Pressure) The City will furnish water at a reasonably constant
pressure not less than 30 lbs. per sq. in. from existing main supplies at the
locations listed above. If a greater pressure than that normally available at
the point of delivery is required by the Purchaser, the cost of providing such
greater pressure shall be borne by the Purchaser. Emergency failure of

pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake, or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

Page 3, B, 1. The District Agrees

1. (Rates and Payment Date) To pay the City, not later than the 15th day of each month for water delivered in accordance with the following schedule of rates:

a. \$4,800.00 for the first 6,000,000 gallons as a minimum rate per month.

b. All over 6,000,000 gallons at a rate of \$0.80 per thousand gallons per month.

c. That this addendum shall not establish a new date affecting the modification of rates as described in the original agreement on page 5. C. 5. (modification of contract)

Page 4, C. It is further mutually agreed between the City and District as follows:

1. (Term of contract) That this contract shall extend for a term of forty (40) years from date of this addendum, and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this addendum to the Contract aforesaid to be duly executed in three counterparts each of which shall constitute an original.

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THE CITY OF BARDSTOWN, KENTUCKY

PURSUANT TO 807 KAR 5.011,
SECTION 1(1)

BY: [Signature]
Guthrie M. Wilson, Mayor

BY: [Signature]
FOR THE DISTRICT

ATTEST:

[Signature]
Lonnie G. Parrott, City Clerk

NORTH NELSON WATER DISTRICT

BY: [Signature]

ATTEST:

[Signature]
Secretary

This addendum is approved on behalf of the Farmers Home Administration, this _____ day of _____, 1989.

BY: _____

TITLE: _____