

**First Amendment to  
Water Purchase Agreement**

**and**

**Point of Delivery Addendum**

This First Amendment to the Water Purchase Agreement (the "Agreement") of March 19, 2013, is hereby entered into this 27 day of August, 2015 by and between:

LOUISVILLE WATER COMPANY  
A Municipally-owned Corporation  
Governed by the Board of Water Works  
Pursuant to KRS 96.230 through 96.310  
550 South Third Street  
Louisville, KY 40202

("LWC")

And

HARDIN COUNTY WATER DISTRICT NO. 2  
A Water District  
Governed by a Board of Commissioners  
Pursuant to KRS Chapter 74  
P.O. Box 970  
360 Ring Road  
Elizabethtown, KY 42702

(HCWD2)

WITNESSETH:

**WHEREAS**, the Louisville Water Company (LWC) and the Hardin County Water District No. 2 (HCWD2) previously entered into an Agreement (the "Agreement") whereby LWC agreed to sell and HCWD2 agreed to buy potable water;

**WHEREAS**, LWC and HCWD2 now desire to amend the Agreement as provided below.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, LWC and HCWD2 (hereafter, collectively referred to as the "Parties") agree as follows:

Paragraph 1. Quantity of Water, Item A. and B. is amended as follows to change the following deadline:

- A. No later than May 1, 2016, LWC shall make available a capacity of two (2) million gallons per day (MGD);
- B. No later than May 1, 2016, HCWD2 shall pay monthly to LWC the cost for the actual quantity of water used, but not less than forty (40) million gallons annually;

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Paragraph 4, Point of Delivery, specifies that once the "Point of Delivery" is determined, the Parties shall prepare a written description of the location. The executed document containing the written description shall be designated the "Point of Delivery Addendum", and made a part of the Agreement. The written description of the location for the Point of Delivery is:

11178 Battle Training Road, also known as 11178 KY Hwy 434, Lebanon Junction, Kentucky. The latitude of the Point of Delivery is 37.821506 and Longitude is - 85.748018. The Point of Delivery is the Master Meter Vault in the strip of land on the southwest side of the intersection of KY Hwy 434 and the Rolling Fork River.

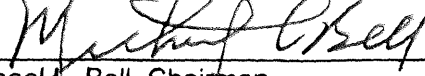
All other terms and conditions as outlined in the Water Purchase Agreement dated March 19, 2013, which are not contrary to the terms and conditions contained in this First Amendment, are in full force and effect as if fully restated herein. To the extent of any conflict in terms and conditions, the provisions of this First Amendment prevail over the provisions of the Contract.

IN TESTIMONY WHEREOF, witness the signatures of the Parties by their duly authorized officers (as evidenced by resolutions of their respective governing boards) as of the day and year first above written, it being understood and agreed that this First Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.


For  
LOUISVILLE WATER COMPANY

  
\_\_\_\_\_  
Spencer Bruce, Vice President  
Operations and Chief Engineer

For  
HARDIN COUNTY WATER DISTRICT NO. 2

  
\_\_\_\_\_  
Michael L. Bell, Chairman

Approved for Legality and Form:

  
\_\_\_\_\_  
Michael F. Tigue  
Interim Legal Counsel  
Louisville Water Company

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