

**SECOND AMENDMENT TO
WATER PURCHASE AGREEMENT**

This Second Amendment to the Water Purchase Agreement of February 19, 1992, amended by First Amendment of December 15, 2000, is hereby entered into this 25th day of April, 2013 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

NORTH SHELBY WATER COMPANY
A Kentucky corporation
P.O. Box 97
Bagdad, KY 40003

("NORTH SHELBY")

WITNESSETH:

WHEREAS, pursuant to the original Water Purchase Agreement and the First Amendment to the Water Purchase Agreement, NORTH SHELBY presently purchases water from LWC at a point of delivery located on Long Run Road, about 1,150 feet south of the Jefferson/Shelby County line in Jefferson County, KY, (hereafter the "Initial Point of Delivery"), and also at a point of delivery located north of the intersection of Flat Rock Road and Aiken Road (hereafter the "Second Point of Delivery"), which points of delivery are shown on Exhibit 1 to this Second Amendment and which Exhibit 1 is attached hereto and incorporated herein by reference; and,

WHEREAS, to meet present and future customer demands, NORTH SHELBY now desires a larger meter and increased flow at the Initial Point of Delivery; and

WHEREAS, LWC has the ability and capacity to meet NORTH SHELBY's request;

NOW THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LWC and NORTH SHELBY amend their current Agreement and First Amendment as follows:

1. Initial Point of Delivery, Available Flow Rate. Once NORTH SHELBY completes the upgrade of its pumping facilities near the Initial Point of Delivery, I have available to it the current flow capacity of this corridor, which *Brent Kirtley* is per

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

EFFECTIVE

6/8/2013

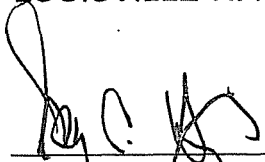
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

minute ("gpm"). In the event NORTH SHELBY requires additional flow capacity now or in the future, LWC will use its best efforts to provide the additional needed flow capacity to NORTH SHELBY.

All other terms and conditions as outlined in the Water Purchase Agreement dated February 19, 1992, and the First Amendment to Water Purchase Agreement dated December 15, 2000, which are not contrary to the terms and conditions contained in this Second 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 Second Amendment prevail over the provisions of the First Amendment, which prevail over the provisions of the Water Purchase Agreement.

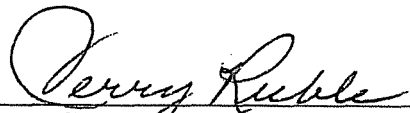
IN TESTIMONY WHEREOF, witness the signatures of LWC and NORTH SHELBY by their duly authorized officers as of the day and year on which this Second Amendment was entered into.

For
LOUISVILLE WATER COMPANY




Greg C. Heitzman
President and CEO

For
NORTH SHELBY WATER COMPANY



Jerry Ruble
President

Approved for Legality and Form:

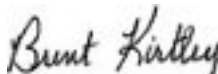


Barbara K. Dickens
Vice President, General Counsel
Louisville Water Company

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH



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