

July 12, 1999
\$1.15

**MODIFICATION AGREEMENT
TO
WATER PURCHASE CONTRACT**

THIS CONTRACT made and entered into this the 12th day of July, 1999 by and between the City of Brandenburg, Kentucky, hereinafter referred to as the "Seller"; and the Meade County Water District, hereinafter referred to as the "Purchaser";

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

WITNESSETH:

WHEREAS, The Seller and the Purchaser have heretofore entered into a Water Purchase Contract dated February 7, 1984 (hereinafter referred to as "Contract"); and,

AUG 18 1997

PURSUANT TO 307 KAR 5:011,
SECTION 9 (1)

BY: Stephan O Bell
SECRETARY OF THE COMMISSION

WHEREAS, the Seller and Purchaser made provision for modification of the Contract in Subsection C, Paragraph 5 (Modification of Contract);

WHEREAS, the Seller and Purchaser entered into a Modification Agreement to Water Purchase Contract dated August 21, 1991;

NOW THEREFORE, it is mutually agreed between the Seller and Buyer that Section C, Paragraph 1 is modified as follows:

- 1. (Term of Contract). That this contract shall extend for a term of 25 years from the date that the Sellers newly constructed water treatment facility starts complete operation and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

NOW THEREFORE, it is further mutually agreed between the Seller and Buyer that Section C, Paragraph 3 is modified so as to change the flat charge of \$1.35/1000 gal. to the modified price of \$1.15 per one thousand gallons (1,000) pumped.

NOW THEREFORE, it is further mutually agreed between the Seller and the Buyer that Section A, Paragraph 1 is modified so as to change "in such quantity as may be required by the Purchaser not to exceed 3,000,000 gallons per month" to the modified language of ". . . in such quantity as may be required by the Purchaser not to

exceed 400,000 gallons daily and, thereafter may be negotiated, at any said time, and revised as agreed upon by the Seller and the Purchaser."

NOW THEREFORE, in consideration of the mutual promise herein contained and in consideration of the mutual agreement and representation recited in the February 1984 Water Purchase Contract, and it is further mutually agreed between the Seller and Purchaser that the Modification Agreement to the Water Purchase Contract dated August 21, 1991, is hereby rescinded.

This Modification Agreement shall not alter or amend any other term or provision of the original Water Purchase Contract. It is further understood and agreed that the Original Water Purchase Contract and this Modification Agreement is pledged to the Farmers Home Administration as part of the security for a loan to be made by the Farmers Home Administration to the Purchaser.

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 18 1992

SELLER:
CITY OF BRANDENBURG, KENTUCKY SECTION 9 (1)
PURSUANT TO 607 KAR 5:011,
BY: Sheldon Bell
SECRETARY OF THE COMMISSION
BY: Ronnie Joyner
Ronnie Joyner, Mayor

ATTEST:
Molly Janes
Molly Janes, City Clerk

PURCHASER:
MEADE COUNTY WATER DISTRICT
BY: Jon A. Whitfield
Jon Whitfield, Chairman

ATTEST:
Patsy Thompson
Patsy Thompson, Secretary