

WATER PURCHASE AGREEMENT

This Water Purchase Agreement (“Agreement”), made and entered into this 22nd day of April, 2019, (“Effective Date”) by and between the **Todd County Water District** of Todd County, Kentucky (“**District**”) and **Novelis Corporation**, a Texas corporation, (“**Novelis**”);

WITNESSETH:

WHEREAS, the District is organized and established pursuant to the provisions of Chapter 74 of the Kentucky Revised Statutes, for the purpose of operating a water distribution system providing potable water to customers within its service territory under its rates, terms and conditions approved by the Public Service Commission of the Commonwealth of Kentucky (“**PSC**”):

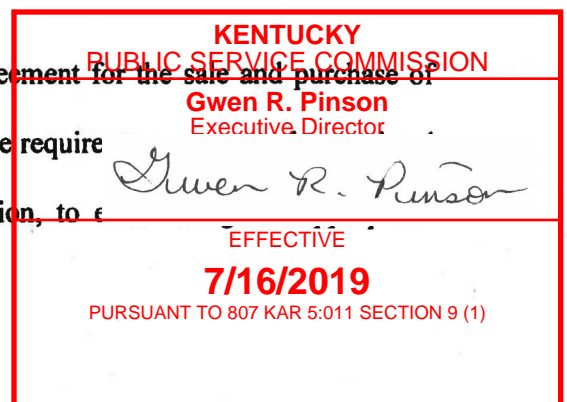
WHEREAS, Novelis is constructing an industrial site in the service area of the District which will require a supply of potable water (“**Potable Water**”) in accordance with applicable state drinking water standards for its operations;

WHEREAS, Novelis anticipates the initial requested average daily water usage will be 56,250 to 67,500 gallons per day of Potable Water, and subsequent expansions may increase the Potable Water average daily demand to as much as 1,000,000 gallons per day;

WHEREAS, the anticipated Potable Water usage and other demands of Novelis require capital improvement to the District’s distribution and storage systems;

WHEREAS, the District has agreed to make certain capital improvements to its system for the benefit of Novelis and its existing customers;

WHEREAS, the parties desire to enter into an agreement for the sale and purchase of Potable Water and establish a minimum supply and purchase requirement with Novelis demand(s) for Potable Water; and in addition, to



minimum rate for the purchase of Potable Water by Novelis, establish the appropriate rate paid for the purchase of Potable Water per 1,000 gallons over and above the agreed upon monthly minimum purchase consistent with the District's rates as approved by the PSC; or as may be approved by the PSC in the future as required by state law;

WHEREAS, the Parties recognize the capital improvements by the District include, the construction of a 500,000-thousand-gallon elevated water tank as requested by Novelis and the extension of a twelve-inch water line to provide potable water to the Novelis site.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, which cannot be measured in monetary terms, the receipt and adequacy of which are hereby acknowledged, it is hereby agreed as follows:

1. **Supply of Potable Water.** The District shall provide a non-interruptible supply of Potable Water in accordance with applicable state drinking water standards. The District shall supply and make available sufficient Potable Water to meet Novelis requirements as previously provided to the District, but no less than 10,000,000 gallons per month.

2. **District Infrastructure Improvements.** The District shall undertake and complete the construction of a 500,000 gallon elevated water storage tank adjacent to the Novelis site, a twelve inch potable water supply pipeline to supply the elevated water tank, and a buried, twelve inch, metered water service line stub-out from the tank to the boundary between the tank site and the Novelis property. The District will operate and maintain the improvements it constructs. The District will use its best efforts to complete construction of the twelve-inch Potable Water supply pipeline within 180 calendar days of the final execution of this Agreement, and have its facilities fully ready for service within such time. The District will use i

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construction of the elevated water storage tank within 360 calendar days of the final execution of this Agreement, and have its facilities fully ready for service to Novelis within such time. The District shall issue the notice to proceed to the applicable contractors simultaneously with the execution of this Agreement.

3. **Novelis Infrastructure.** Novelis will construct and maintain an all-weather access road from Novelis' plant road system to the tank site, and shall allow the District vehicles access to the tank via the road at all reasonable times upon prior notice. Novelis will construct and maintain any required water supply line (s) from the tank supply line stub-out to its facility.

4. **Rates.** Novelis agrees to pay the District, for its water usage, a base rate of \$19,500.00 per month which shall be for its first 1,500,000 gallons of water used each month ("Base Rate") and the "Excess Rates" defined on Exhibit B attached hereto for additional rates for the purchase price per 1,000 gallons of water in excess of 1,500,000 gallons per month (collectively, the Base Rate together with the Excess Rates are the "Rates"). The rates are subject to the District receiving the usual and customary approval from the PSC as a part of this expansion of the District's facilities. In the event the Rates are not approved by the PSC, the parties shall negotiate in good faith new rates for the supply of Potable Water hereunder.

5. **Billing.** Novelis shall be billed on a monthly basis in arrears for water purchased from the District and in accordance with this Agreement for water used in the previous month. Payments of the "Base Rate" and "Excess Rate" for purchased water shall be made by Novelis to the District by the 10th day of each month provided that a proper bill is timely received by Novelis no later than the 25th day of the prior month at NNAGU_AP@novelis.com. Novelis shall pay to the District \$40,000.00 (Forty Thousand Dollars) which shall serve as a credit on the Novelis Account within 30 days of receipt of a proper bill. Therefore on the

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District shall be authorized to apply all or a portion of the credit to Novelis' outstanding charges for water used in the previous month. Novelis, shall, on or before the 25th day of each month deposit to its credit with the District an amount equal to the amount by which the credit was reduced on the 10th day of that month. Novelis will pay the costs of debt collection, including reasonable attorney fees, directly arising from Novelis' failure to pay past due bills; but only in the event the District is successful in its collection efforts, as determined by a court of competent jurisdiction. The parties recognize all the customers of the District must be treated consistently and, except, to the extent, the PSC approves Novelis being treated in a manner inconsistent with the Tariffs of the District, Novelis shall be subject to the same rules and regulations as the other customers of the District.

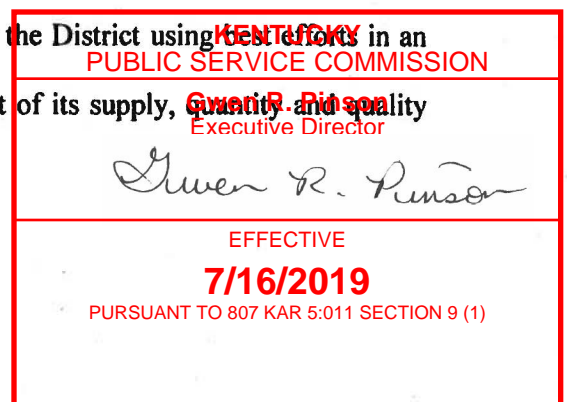
6. **Term.** The initial term ("Initial Term") of this Agreement shall commence on the Effective Date of this Agreement as set forth above and continue for a period of ten (10) years thereafter. This Agreement shall be automatically renewed for a period of five (5) years (each five year period, a ("Renewal Term"), on the terms and conditions set forth herein, at the end of the Initial Term and of each Renewal Term, unless the District, or Novelis shall deliver a written notice of termination of this Agreement at least two (2) years prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) shall be collectively be referred to herein as the "*Term*".

7. **Rate Adjustment.** The District reserves the right, from time to time, to seek review of the rates being charged for all its customers. The parties recognize components of the Rates, including debt service, depreciation, and reserves are fixed for the term of this Agreement for all of the District's customers. Those fixed components of the Rates shall be fixed for the term of this Agreement. In the event the District wishes to review the Rates for

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provide written notice to Novelis prior to making any requested adjustment of the non-fixed components of the Rate with the PSC. As requested, the District will provide all necessary and objective documentation to substantiate any such Rate increase to Novelis prior to making such request for review of the Rates with PSC. The parties recognize any adjustment of the Rate charged must be approved by the PSC and if approved will be charged equitably on a pro rata basis across the District's customer base. Any such approved rate adjustment shall become the Rate for purpose of this Agreement during the remaining Term(s). The Rates and charges set forth in (3) above shall vary consistently with modifications of rates experienced by other customers of the District; however, Novelis' rate, shall not vary in the first three (3) years of this Agreement, and thereafter, subject to approval of the PSC shall not vary more often than each three (3) years. In no event shall Novelis be responsible for any charges, penalties, claims or costs, other than the Rates, arising or related to this Agreement, unless an additional service is requested by Novelis.

8. **Quality.** The parties agree that Potable Water to be sold and delivered to Novelis hereunder shall have the same microbiological, physical, chemical and radiological quality as the water being supplied to the District's other customers. The District agrees to provide water meeting standards applicable to public Potable Water systems in Kentucky, and to supply the water at the District's available and sustainable system operating pressures and flowrates; provided however that the pressures and flow rates shall be no less than as specified in Exhibit A. Any enhancements to water quality or to supply pressure or flowrate required by Novelis shall be made at Novelis' expense. Temporary failures of supply by the District caused by unforeseeable equipment failure, line breakage, water shortage, or act of god will be corrected by the District using best efforts in an expeditious manner, but will temporarily relieve the District of its supply, quantity and quality obligations until the problem is corrected.



9. **Binding Effect.** This Agreement shall be binding upon the Parties hereto, and their Successors and Assigns.

10. **Choice of Forum.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky. The Circuit Court of Franklin County, Kentucky shall be the appropriate venue and have jurisdiction to resolve any disputes between the Parties.

11. **Headings.** Headings are for the convenience of the Parties, and not to be interpreted substantively.

12. **Entire Agreement.** This is the entire Agreement of the Parties, and no other term or terms shall be considered unless executed with a like formality.

13. **Severability.** In the event any portion of the Agreement is declared invalid by a court of competent jurisdiction, all other portions of this Agreement not declared invalid will remain in force and effect.

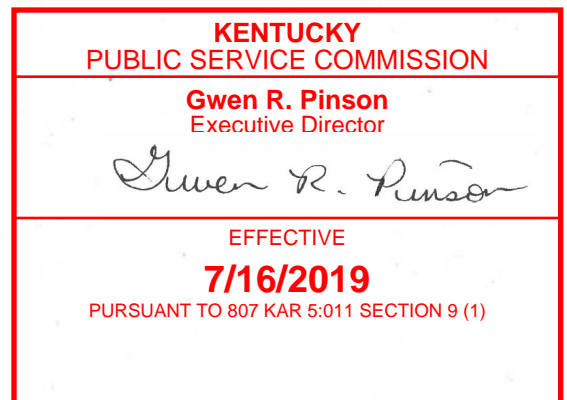
14. **State and Local Taxes.** The water usage of Novelis is subject to applicable state and local taxes including the utility tax imposed by the Todd County Board of Education which is in addition to other charges described herein.

15. **PSC Approval.** The Parties recognize this Agreement may be subject to the approval of the Kentucky Public Service Commission.

In witness whereof, the Parties hereto have caused this agreement to be executed by duly authorized representatives.

Dated this 22nd day of April, 2019.

TODD COUNTY WATER DISTRICT



James W. Lear
By: James W. Lear, Vice Chairman

J. Edward Slack
By: J. Edward Slack, Treasurer

NOVELIS CORPORATION

John Tillman
By: John Tillman its Assistant Secretary

COMMONWEALTH OF KENTUCKY)
COUNTY OF TODD)

SUBSCRIBED AND SWORN to before me by James W. Lear, Vice Chairman of The Todd County Water District, on this the 22nd day of April, 2019.

My Commission Expires: June, 14, 2021

[Signature]
Notary Public, Kentucky
State at Large

STATE OF GEORGIA)
COUNTY OF FULTON)

SUBSCRIBED AND SWORN to before me by John Tillman, Assistant Corporate Secretary of the Novelis Corporation, on this the 29th day of April, 2019.

My Commission Expires: 9/22/2019

[Signature]
Notary Public, Georgia
State at Large

Prepared by:
[Signature]

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Gwen R. Pinson Executive Director	
<u>Gwen R. Pinson</u>	
STATE OF GEORGIA	
My Comm. Expires 9/22/2019	
<small>PURSUANT TO 807 KAR 5.011 SECTION 6 (1)</small>	

Harold M. Johns, Attorney
Law Offices of Harold Johns
P.O. Box 746
Elkton, Kentucky 42220
Telephone: 270-265-2912


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Exhibit A

Recorded at the Meter

Parameter	Units	Influent Design Basis
Pressure	psi	>65.0
Flow Rate	Minute	1,000 gallons

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Exhibit B
Water Rate Schedule

Customer shall pay the following rates for the quantity of water used each month:

For no usage, or any usage up to 1,500,000 gallons	\$19,500.00	Base Monthly Rate
For the next 1,500,000 gallons of usage	\$8.25	per 1,000 gallons
For the next 1,500,000 gallons of usage	\$6.50	per 1,000 gallons
For the next 1,500,000 gallons of usage	\$6.30	per 1,000 gallons
For the next 1,500,000 gallons of usage	\$6.15	per 1,000 gallons
For the next 1,500,000 gallons of usage	\$6.05	per 1,000 gallons
For all usage over 9,000,000 gallons	\$6.00	per 1,000 gallons

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