

SUPPLEMENT TO CONTRACT
FOR PURCHASE OF TREATED WATER

THIS SUPPLEMENT TO CONTRACT for purchase of treated water made and entered into this 13th day of October, 1976, by and between Elihu-Rush Branch Water Association, Inc., and hereinafter sometimes referred to as "Water Association" or "Association", a non-profit corporation duly organized and existing pursuant to the provisions of Chapter 273 of the Kentucky Revised Statutes, acting by and through its duly authorized corporate officers, and Kentucky Water Service Company, Inc., hereinafter referred to as "Water Company", a Kentucky Corporation acting pursuant to authority and direction heretofore granted by its Board of Directors as its duly authorized and empowered governing body;

WITNESSETH: That whereas, the parties hereto on November 5, 1971, entered into a contract for the purchase of treated water which expires on November 5, 2011, and,

WHEREAS, the Water Association has made application for a loan and grant to extend its water system;

AND, WHEREAS, the period of the proposed loan would expire on or about November 30, 2016, and it will be necessary that the Water Association have a contract for the purchase of water expiring on approximately the same date;

AND WHEREAS, the parties have agreed to extend the original contract dated November 5, 1971, to and including November 30, 2016;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements hereinafter contained, and the premises heretofore stated, it is now therefore further agreed as follows:

Section 1. The expiration date of the contract dated November 5, 1971, a copy of which is annexed hereto and made a part hereof by reference to the same, is hereby amended by providing

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Jordan A. Peck
FOR THE PUBLIC SERVICE COMMISSION

that the original Section 4 of said contract shall be extended for the period of time which terminates on November 3, 2016.

Section 2. All other provisions of the original contract are hereby affirmed and ratified as originally written.

Section 3. It is understood and agreed that all provisions of this contract are subject to the applicable rules, regulations, and subsequent rulings of the Public Service Commission of the Commonwealth of Kentucky, if any.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

ELIHU-RUSH BRANCH WATER ASSOCIATION, INC.
By: John W. Sears
President

ATTEST:
Garrett Jackson
Secretary

KENTUCKY WATER SERVICE COMPANY, INC.
By: L.D. Dodson
Vice President

ATTEST:
Garrett Jackson
Secretary

STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day the foregoing Supplement to Contract for Purchase of Treated Water was produced before me in my said County and State by John W. Sears, President of the corporation and Garrett Jackson, as Secretary of Elihu-Rush Branch Water Association, Inc., a non-profit corporation duly organized and existing under and by virtue of the provision

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: John W. Sears
FOR THE PUBLIC SERVICE COMMISSION

of Chapter 273 of the Kentucky Revised Statutes, a party thereto, being both personally known to me and known personally by me to be such officers, and to be the same persons who executed as such officers, respectively, the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of the said Elihu-Rush Branch Water Association, Inc., and the official act and deed of said Elihu-Rush Branch Water Association, Inc., and through them as its duly authorized officers.

Witness my hand and Notarial Seal this 8th day of October, 1976.

J. S. Brown
NOTARY PUBLIC
My Commission Expires: 9-30-78

STATE OF KENTUCKY
COUNTY OF PULASKI...SCT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day the foregoing Supplement to Contract for Purchase of Treated Water was produced to me in my said County and State by L. B. Dodson, as Vice President and Ben P. Smith, as Secretary of the Kentucky Water Service Company, Inc., a Kentucky corporation and a party thereto, being both personally known to me and known personally by me to be such officers, and to be the same persons who executed as such officers, respectively, the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of said Kentucky Water Service Company, Inc., and the official act and deed of said Kentucky Water Service Company, Inc., by and through them as its duly authorized officers.

Witness my hand and Notarial Seal this 13th day of October, 1976.

Disabette S. Pugh
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
NOTARY PUBLIC
My Commission Expires: 10-17-78

SEP 22 1994

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION