

SECOND SUPPLEMENT TO CONTRACT
FOR PURCHASE OF TREATED WATER

* * * * *

THIS SECOND SUPPLEMENT TO CONTRACT for purchase of treated water made and entered into this 16th day of February, 1981, 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 parties entered into a supplemental contract for the purchase of water which expires on November 30, 2016; and,

WHEREAS, the Water Association has made application for a loan and grant and,

WHEREAS, the period of the proposed loan would expire on or about November 30, 2021, and it will be necessary that the Water Association have a contract for the purchase of water expiring on approximately same date; and,

WHEREAS, the parties have agreed to extend the original contract dated November 5, 1971, and a supplemental contract dated October 13, 1976, to and including November 30, 2021;

NOW THEREFORE, for and in consideration of mutual promises, covenants and agreements hereinafter contained, and

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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Steel
FOR THE PUBLIC SERVICE COMMISSION

the premises heretofore stated, it is now therefore further agreed as follows:

Section 1. The expiration date of the contract dated November 5, 1971, and the supplement date is October 13, 1976, which are annexed hereto and made a part hereof by reference to the same, are hereby amended by providing that the original Section 4 of said contract and the extension thereof shall be further extended for the period of time which terminates on November 30, 2021.

Section 2. The original contract and supplement are further amended to provide that Kentucky Water Service, Inc., further covenants and agrees to sell to Elihu-Rush Branch Water Association, Inc., a volume of pure treated water which shall not exceed 160,000 gallons per day and shall not exceed a maximum draw of 222 gallons per minute, at prices which may be in force from time to time as determined by the applicable Regulatory Commission of the Commonwealth of Kentucky.

Section 3. All other provisions of the original contract and supplement are hereby affirmed and ratified as recently written.

Section 4. It is understood and agreed that all provisions of this contract are subject to applicable rules, regulations and subsequent rulings of the applicable Utility Regulatory Commission of the Commonwealth of Kentucky having jurisdiction of the parties, 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: Virgil C. Wallace
PRESIDENT

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ATTEST:

Laurel Jackson
SECRETARY (2)

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SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

KENTUCKY WATER SERVICE COMPANY, INC.

BY: J. B. Dodson
Vice President

ATTEST:

[Signature]
SECRETARY

STATE OF KENTUCKY

COUNTY OF PULASKI...SCT:

I, the undersigned Notary Public within and for the above named county and state aforesaid, do hereby certify that on this day the foregoing Second Supplement to Contract for purchase of treated water was produced before me in my said county and state by V. C. Wallace, President of the corporation and Garrett Jackson, a Secretary of Elihu-Rush Branch Water Association, Inc., a non-profit corporation duly organized and existing under and by virtue of the provisions 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 said Elihu-Rush Branch Water Association, Inc., and the official act and deed of the said Elihu-Rush Branch Water Association, Inc., and to them as its duly authorized officers.

Witness my hand and Notarial Seal this 16th day of February, 1981.

[Signature]
NOTARY PUBLIC
My Commission Expires: 2-29-84

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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

STATE OF KENTUCKY

COUNTY OF PULASKI...SCT:

I, the undersigned, Notary Public in and for the state and county aforesaid, do hereby certify that on this day the foregoing Second 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 by Thomas E. Hittley Jr., 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 25 day of March, 1981.

Marie C. Lense
NOTARY PUBLIC
My Commission Expires: 5-13-81

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PURSUANT TO 807 KAR 5:011,
SECTION 3(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

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