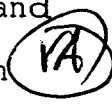


WINCHESTER MUNICIPAL UTILITIES COMMISSION
and
KENTUCKY AMERICAN WATER COMPANY

AMENDMENT TO WATER PURCHASE AGREEMENT

This Amendment to Water Purchase Agreement made and entered into this 17th day of ~~October~~ ^{April}, ~~2002~~ ²⁰⁰³, by and between  WINCHESTER MUNICIPAL UTILITIES COMMISSION (hereinafter referred to as "WMU") and KENTUCKY AMERICAN WATER COMPANY (hereinafter referred to as "KAWC"),

WITNESSETH

WHEREAS, the parties have heretofore entered into a Water Purchase Agreement dated June 1, 2001 (hereinafter "Agreement"), and

WHEREAS, paragraph 5 of the Agreement specifies the quantity of water to be supplied and paragraph 12 of the Agreement specifies restriction against resale of water, and

WHEREAS, the parties are desirous of amending paragraphs 5 and 12,

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Paragraph 5 of the Agreement is amended to provide as follows:

5. **Quantity of Water to be Supplied.** WMU hereby agrees to sell and deliver to KAWC up to 60,000 gallons per day as a peak day capacity allocation. In addition, due to the extension of service to East Clark County Water PUBLIC SERVICE COMMISSION OF KENTUCKY seven residential customers in the Ford area, KAWC's peak daily

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SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

capacity allocation is increased to 62,100 gallons per day.

2. Paragraph 12 of the Agreement is amended to provide as follows:

12. Restriction Against Resale of Water by KAWC.

KAWC shall not resell any water provided it under this Agreement outside the limits of the territory as described on Exhibits A and B attached; notwithstanding this restriction, KAWC may resell water to East Clark County Water District from the connection near the old power station at Ford, Kentucky, for provision of water to seven residential customers. Terms and conditions of such sale shall be at a rate negotiated by KAWC and East Clark County Water District. Payment of tap or other administrative fees, charges or tariffs shall be as approved by the Public Service Commission.

3. In all other respects, the Agreement shall remain in full force and effect as previously adopted.

WINCHESTER MUNICIPAL
UTILITIES COMMISSION

BY Dexter Noble
Dexter Noble, Chairman

ATTEST:

Randa C. Wells

KENTUCKY AMERICAN
WATER COMPANY

BY Nick Rowe
Nick Rowe, Vice President

ATTEST:

Shirley M. Kelly, Secretary

WINCHESTER MUNICIPAL
UTILITIES COMMISSION
APPROVED 4-17-03

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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BY Charles L. Dyer
EXECUTIVE DIRECTOR