

### AMENDMENT NO. 3 TO WATER PURCHASE AGREEMENT

This Amendment No. 3 ("Amendment 3") to the Water Purchase Agreement dated May 15, 2012 as amended September 10, 2014 (Amendment No. 1) and September 20, 2014 (Amendment No. 2), is entered into this 8<sup>th</sup> day of DECEMBER 2020, by and between:

LOUISVILLE WATER COMPANY  
A Municipally-owned Corporation  
Governed by the Board of Water Works  
Operating pursuant to KRS Chapter 96  
550 South Third Street  
Louisville, KY 40202

("LWC")

And

HARDIN COUNTY WATER DISTRICT No. 1  
A Water District  
Operating Pursuant to KRS Chapter 74  
1400 Rogersville Road  
Radcliff, Kentucky 40160

("HCWD1")

WITNESSETH:

In consideration of the mutual terms and conditions set forth herein, LWC and Hardin County Water District No. 1 (hereafter, collectively referred to as the "Parties") agree as follows:

Section 6 (Exclusive Relationship in Hardin County) hereby deleted and replaced with the following:

"For the duration of this Agreement, the Parties agree that, other than the wholesale water covered by this Agreement and a separate agreement to wholesale water to Hardin County Water District No. 2, LWC will not sell wholesale water in Hardin County without the written approval of HCWD1.

Further, if Ft. Knox requires a water supply in addition to the Muldraugh Water Treatment Plant, HCWD1 will supply Ft. Knox exclusively with water from LWC and will not replace the supply of water to Ft. Knox without approval of LWC subject to the following exceptions:

- a. During the Muldraugh Water Treatment Plant to begin on December 1, 2020 and schedul

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Linda C. Bridwell  
Executive Director



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end of 2021) HCWD1 agrees to purchase a minimum of 0.4 million gallons of water per day from LWC, as calculated on a monthly average.

- b. In the event of an emergency preventing HCWD1 from utilizing water purchased from LWC to supply Ft. Knox, HCWD1 is allowed to supply Ft. Knox with water from other sources without LWC's approval until such time as the emergency is resolved. HCWD1 commits that it will work in good faith to resolve such emergencies as expeditiously as possible. In the event of such an emergency, HCWD1 shall provide notice to LWC within 48 hours of the emergency.

HCWD1 and LWC will partner to expand water service in Hardin County using LWC as the source of supply where economically feasible for both parties.”

All other terms and conditions contained in the Water Purchase Agreement, Amendment No. 1 to Water Purchase Agreement, and Amendment No. 2 to Water Purchase Agreement shall remain in full force and effect as if fully incorporated herein. To the extent that the terms and conditions of this Amendment are in conflict with the terms and conditions of the Water Purchase Agreement, this Amendment shall control.


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Signature Page to Follow




IN TESTIMONY WHEREOF, witness the signatures of the Parties by their duly authorized officers (as evidenced by resolutions of their respective governing boards) as of the day and year first above written, it being understood and agreed that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.


For  
LOUISVILLE WATER COMPANY

For  
HARDIN COUNTY WATER DISTRICT1

DocuSigned by:  
  
DA2A9BC2A647431...  
Spencer Bruce, PE  
President & CEO

  
William Gossett  
Chairman

Approved for Legality and Form:

DocuSigned by:  
  
A7B342E18418492...  
Michael F. Tighe  
Vice President, General Counsel  
Louisville Water Company

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**PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
  
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