

AMENDED AGREEMENT

This Agreement, made and entered into this 15th day of February, by 2010
and between the **Todd County Water District** of Todd County, Kentucky "**Party of the
First Part**" and the **Muhlenberg County Water District** of Muhlenberg County,
Kentucky "**Party of the Second Part**";

WITNESSETH:

WHEREAS, the First Party has agreed to supply water to the Second Party so that
the Second Party can serve anticipated customers of the Second Party in an area being
developed south of Lake Malone in Muhlenberg County, Kentucky.

WHEREAS, it is the desire of the Parties to reduce that agreement for the sale and
purchase of water to writing;

WHEREAS, First Party has agreed to sell and the Second Party has agreed to
purchase water on the terms and conditions hereinafter set forth;

WHEREAS, an agreement setting for the parties intentions was filed and
approved by the Public Service Commission on July 5th, 2006;

WHEREAS, the parties now wish to amend said agreement to include a second
meter to be set at the Todd/Muhlenberg County line on Highway 181;

NOW, THEREFORE, Parties agree as follows:

1. The Party of the First Part shall sell the Party of the Second Part a quantity of
water not to exceed 800,000 gallons per month at a rate of \$4.85 per 1,000 gallons of
water sold. The 800,000 gallons is a total amount for both meters set out below and is not
per meter.

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2. The Parties recognize that from time-to-time, the Party of the First Part may experience increases in its cost of water and that those increases shall be passed along to the Party of the Second Part consistent with uniform rate increase which from time-to-time may be passed along to the First Party's customers.

3. The First Party will construct a four-inch PVC water line to the Todd-Muhlenberg County line along McPherson Cemetery Road. There shall be constructed at the Todd-Muhlenberg County line a three-inch master meter. All construction other than the construction of water lines and metering devices set forth in this Paragraph shall be the responsibility of the Second Party. **This water line has been constructed and is currently in place pursuant to the agreement made in 2006.**

4. Muhlenberg County Water District will pay for the construction of a four-inch PVC water line to the Todd/Muhlenberg County line on Highway 181. In addition, Muhlenberg County Water District will pay for a meter and labor to install the meter. The meter to be installed will be a compound meter with radio read capabilities. The purpose of this meter is to give Muhlenberg County Water District an emergency connection for water services from Todd County Water District.

5. The Parties agree that the Second Party's rate of withdrawal of water from the four-inch water line described above shall not exceed 100 gallons per minute absent emergency circumstances.

6. The Second Party shall be billed on a monthly basis for water purchased from the First Party and all payment for purchased water shall be made by the Second Party to the First Party by the 10th day of each month.

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7. This Agreement shall be for a term of twenty-five (25) years, unless sooner modified by mutual agreement of the Parties. This Agreement may be continued for an additional number of years by mutual consent of the Parties.

8. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

9. This Agreement shall be subject to approval by the Public Service Commission of the Commonwealth of Kentucky.

10. The Parties hereto, agree that the Todd Circuit Court shall be the appropriate venue to resolve any disputes regarding the terms and conditions hereof. In the event of litigation, the prevailing party shall be entitled to recover Court cost and attorney fees.

In witness whereof, the Parties hereto, have through appropriate resolutions of their Boards of Commissioners, cause this Agreement to be executed.

Dated this 1st day of February, 2010.

TODD COUNTY WATER DISTRICT

BY: George D. Brown
George D. Brown, Chairman

ATTEST:

Lois Brown
Lois Brown, Secretary

MUHLENBERG COUNTY WATER DISTRICT

BY: Billy M. Myler
Chairman

ATTEST:

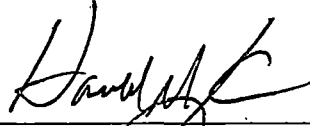
Ronda Heard
Secretary



COMMONWEALTH OF KENTUCKY)
)
COUNTY OF TODD)

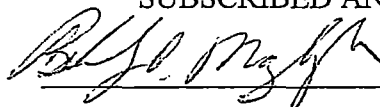
SUBSCRIBED AND SWORN to before me by George D. Brown, Chairman of
the Todd County Water District, on this the 1st day of February, 2010.

My Commission Expires: 07/23/10

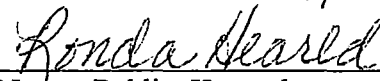


Notary Public, Kentucky
State at Large


COMMONWEALTH OF KENTUCKY)
)
COUNTY OF MUHLENBERG)

SUBSCRIBED AND SWORN to before me by _____
 Chairman of the Muhlenberg County Water District, on this
the 14th day of January, 2010.

My Commission Expires: March 12, 2011



Notary Public, Kentucky
State at Large

Prepared by:


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