

**AMENDED AND RESTATED WATER
PURCHASE CONTRACT**

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This **AMENDED AND RESTATED WATER PURCHASE CONTRACT**, made and entered into this 27th day of August, 2009, by and between **WHITE HOUSE UTILITY DISTRICT OF ROBERTSON AND SUMNER COUNTIES, TENNESSEE** ("White House") and the **SIMPSON COUNTY WATER DISTRICT** ("District").

WITNESSETH:

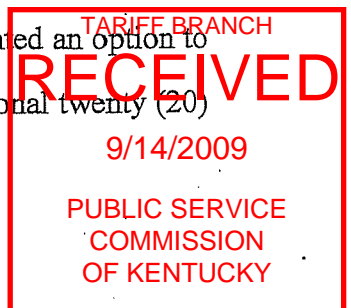
WHEREAS, White House and District entered into a Water Purchase Contract on 6 March 1992 ("Existing Contract") which provided generally for White House to supply to the District and the District to purchase from White House potable treated water in accordance with its terms; and

WHEREAS, the parties have determined that it is now in their mutual best interest to amend and restate the terms and conditions of the Existing Contract setting forth the respective rights and obligations of the parties with respect to the water to be provided by White House and charges for same to be paid by the District and related matters.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the benefits to be derived by the parties hereto, White House and District agree as follows:

1. **Effective Date of Contract.** The Existing Contract is amended and superseded by this instrument, and this Amended and Restated Water Purchase Contract ("this Contract") will be effective as of the date of approval of this Contract in accordance with Paragraph 18 below.

2. **Term.** This Contract shall extend and be in force and effect for an initial term of forty (40) years from the effective date, and thereafter the District is granted an option to renew or extend this Contract under the same terms and conditions for an additional twenty (20)



year period provided written notice of the District's intention to exercise this option to extend is given to White House at least two (2) years before the expiration of the initial term.

3. **Quality and Quantity.** During the term of this Contract and any renewal or extension thereof, White House shall without limitation, deliver whatever quantities of water as are required by the District so long as neither party is in default hereunder. White House shall furnish and the District shall purchase substantially all of its required supply of water from White House except:

a. Should the quantity of water required by the District exceed the quantity that White House is able to provide, the District may purchase such additional quantities of water from other suppliers as it may determine;

b. Should the District determine that an insubstantial amount of water (that is not more than 10% of its requirements) can be more efficiently provided by another wholesale supplier of water, the provisions of this Contract shall not prevent the District from purchasing water from another wholesale supplier or suppliers provided such purchases shall not exceed 10% of the District's requirements. These purchases shall be as mutually agreed upon in writing by the parties, unless such purchases are required to maintain service to the District's customers.

White House shall furnish to District at the points of delivery ("Points of Delivery") hereinafter described, potable treated water with a minimum free chlorine residual of 0.2 parts per million (hereinafter "ppm") meeting all applicable standards for quality imposed by any Federal agency having jurisdiction over the quality of public drinking water, in amounts sufficient to meet present and expanded future needs of the District. The Points of Delivery are:

- a. Lamont (West) at Cowan Road and the Kentucky-Tennessee State Line ("Lamont West"); and
- b. U.S. Highway 31W (East) at U.S. Highway 31W and the Kentucky-Tennessee State Line ("Highway 31W East").



Deliveries of water at the afore-identified delivery points shall be at no less than the following pressures in pounds per square inch (hereinafter "psi") unless other minimum pressures are agreed to in writing by the parties:

- a. Lamont (West) – 20 psi
- b. Hwy 31W (East) – 30 psi

The minimum pressure given above for the Lamont delivery point shall apply only during periods of extreme, seasonal demands exerted on its system by White House's retail customers and otherwise, pressures at the Lamont delivery point will normally be maintained above 45 psi. The quantity of water delivered to the District at the Lamont Delivery Point shall not exceed 0.55 million gallons per day (hereinafter "MGD") unless otherwise agreed to by the parties in writing. The above minimum pressure requirement for the Hwy 31W delivery point shall apply three years after the effective date of this contract and prior to that date the minimum pressure at this point shall be 25 psi.

4. **White House Shall Develop Capacity.** The Existing Contract provides in pertinent part as follows:

"The points of delivery (the "Points of Delivery") are (a) Lamont (West) at Cowan Road and the Kentucky-Tennessee State Line ["Lamont (West)"] and (b) U.S. Highway 31W (East) at U.S. Highway 31W and the Kentucky-Tennessee State Line ["Hwy 31W (East)"]. The maximum daily usage which White House is required to provide at Lamont (West) shall be 0.55 MGD and at Hwy 31W (East) shall be 1.0 MGD with Phase I and 1.5 MGD with Phase II.

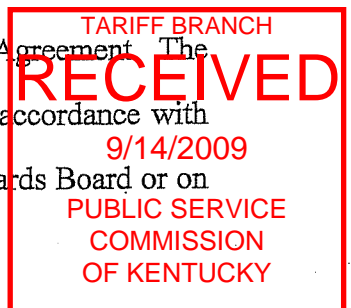
Within three (3) years of the effective date of this Contract, White House shall develop sufficient capacity in its system to provide at least the minimum Phase II volumes (0.55 MGD plus 1.5 MGD) set forth above and the minimum pressures set forth in Section 3. In the future, White House shall also develop such additional system capacity as may be required to supply the District's needs as provided for herein and shall at all times be capable of providing at least the Minimum Contract Capacity (hereinafter "MCC"). The MCC is defined as the greater



of the quantities set forth above or the volume of water which is equal to 1.111 times the District's historical maximum consecutive three day average demand.

The District agrees to maintain water storage facilities and operate its system in a manner such that its maximum rate of water flow at the Lamont Delivery Point shall not exceed 382 gallons per minute and its maximum rate of flow at the Highway 31W Delivery Point shall not initially exceed 900 gallons per minute. When White House has developed at least the minimum Phase II volumes as set forth above, the maximum rate of flow at the Highway 31W Delivery Point shall increase to 1,042 gallons per minute. At such future time that the MCC exceeds 2.05 MGD, the maximum rate of water flow in gallons per minute at the Highway 31W Delivery Point shall not exceed the MCC divided by 1,440, less 382 unless the parties otherwise agree in writing to a different maximum rate of flow.

5. **Initial Rate, Cost Allocation and Rate Design Requirements for Future Rates.** For treated water purchased by the District from White House (*commencing with the effective date of this Contract and upon final approval of the corresponding "pass-through" adjustment of the District's retail rates as hereinafter provided in Paragraph 6 hereof*), the District shall pay White House an initial rate of \$2.1374 per thousand gallons for water purchased. This rate is comprised of components for operations, maintenance, and debt service including coverage described herein as the Operation and Maintenance Expenses, ("**O&M Charge**") and Water Utility Capital Costs ("**Capital Charge**"). The definitions and details describing the components included in the determination of the rates, as well as the manner of calculation of the rate is more particularly set forth in the "**Cost Allocation and Rate Design Requirements**" ("**EXHIBIT A**") and "**Simpson County Water District Wholesale Rate Calculation Worksheet**" ("**EXHIBIT B**") annexed hereto and incorporated herein by reference. The rate will be recalculated at the end of 2012 and thereafter on a bi-annual basis at the end of every even numbered year during the initial term and any extended term of this Agreement. The recalculations of the rate shall be based on audited financial results prepared in accordance with Accounting Pronouncements as presented by the Government Accounting Standards Board or on



the basis of audited financial results prepared in accordance with Generally Accepted Accounting Principles and documented historical water flows from prior agreement years in the manner set forth in **EXHIBIT A**, **EXHIBIT B** and **EXHIBIT C**. It is the express intent of the parties that the manner of calculation set forth in **EXHIBIT B** shall replace in its entirety the rates established in the Existing Contract, including the methodology for arriving at same.

6. **Future Bi-annual Rate Adjustment.** Rates for future periods shall be reestablished and redefined on a bi-annual basis at the end of each even-numbered year unless White House shall fail to provide the District with at least one hundred twenty (120) days' advance written notice of any proposed rate adjustment. Should White House fail to give the District one hundred twenty (120) days' advance written notice of a proposed rate adjustment, the rate established and in effect for the previous bi-annum shall remain in effect for the next two-year bi-annum unless the District within such one hundred twenty (120) day notice period gives White House notice and demand for a rate adjustment to be made in accordance with all of the other terms and conditions of this Agreement, in such event White House shall cooperate and provide the District with the necessary data to arrive at a new rate. The written notice given by White House to make a rate adjustment for the next bi-annum shall be accompanied by the amount of the proposed rate and a copy of the calculations supporting its derivation in the format illustrated in **EXHIBIT B** and also by the information set forth in the "*Data to be Supplied by White House with Notice of Rate Adjustment*" ("**EXHIBIT C**"), attached hereto and incorporated herein by reference. During such one hundred twenty (120) day period of advance notice of a proposed bi-annual rate adjustment, White House shall allow the District's designated representatives full access to its financial records and operating results during normal operating hours so as to allow the District to verify the data used in White House rate derivations. Adjustments of District rates shall take effect only at such time as the corresponding "pass through" adjustment of District retail rates is effective and approved (as required) by the Kentucky Public Service Commission. The District shall exercise due diligence in securing such approval from the Kentucky Public Service Commission.



7. **Accounting Procedure:** White House shall, prior to 1 January 2013, establish and implement a new chart of accounts and accounting procedures that will provide separate direct accounting for all operation and maintenance cost and expenses of White House shall be based on audited financial results prepared in accordance with Accounting Pronouncements as presented by the Government Accounting Standards Board or on the basis of audited financial results prepared in accordance with Generally Accepted Accounting Principles and further directly account for these costs and expenses by separate operating functions including, at a minimum, each of the individual cost categories set forth in **EXHIBIT A and EXHIBIT B**. Additionally, it will individually account for those costs and expenses of the water transmission and distribution system that are related to meter reading, customer service calls, fire hydrants and services, service connections, meters and settings, storage tanks, pumping stations and transmission and distribution mains. Prior to implementation of the new chart of accounts and accounting procedures, operation and maintenance costs and expenses applicable to White House's water utility will be determined by White House in the same manner and using the same allocation percentages shown on **EXHIBIT B**. Subsequent to the availability of audited direct cost information under the new accounting procedures to be established, the current fixed percentage allocation procedure will be discontinued, except that transmission and distribution main cost and expenses will continue to be allocated between the transmission and distribution systems on a proportionate inch-feet basis in the manner shown on **EXHIBIT B**.

8. **Metering Equipment.** White House will furnish, install and operate at the Points of Delivery the necessary metering equipment, including meter houses or pits, and required devices of standard type and appropriate sizes for properly measuring water quantity while minimizing pressure loss through the meters and to verify for accuracy such metering equipment whenever it shall deem necessary or whenever requested by District, provided White House shall not be obligated to verify for accuracy the meters at the request of District more frequently than three (3) times per year. Meters shall be checked and verified for accuracy at least once every twelve (12) months. A meter registering not more than two percent (2%) above

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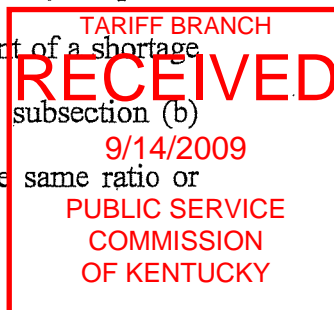
or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by the test to be inaccurate shall be corrected for the six (6) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount delivered in the corresponding month(s) of the year immediately prior to the failure unless White House and the District agree upon a different amount. An appropriate official of the District at all reasonable times shall have access to the meter for the purpose of verifying its readings and monitoring usage by daily readings or remote telemetering. The cost of remote reading equipment shall be borne by the District. The unit of measurement for water delivered shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the parties agree otherwise, be so calibrated. In the event that it should become necessary or desirable to use other units of measure, the basis of conversion shall be that 7.48 gallons is equal to one (1) cubic foot.

9. **Billing Procedure.** White House shall furnish the District, not later than the tenth (10th) day of each month, with a bill for the amount of water furnished the District for the period covered by the last preceding meter reading (normally taken on the last working day of each month).

10. **Invoice and Payment Date.** The District shall pay White House, not later than the last day of each month, for water billed to the District on the tenth (10th) of the month as provided above. Payment shall be deemed, for purposes of this Contract, to have been made when mailed or, in the option of the District, when delivered, if delivered in person.

11. **Failure to Deliver Water; Force Majeure; Contract Limitations.**

a. White House will take such action as may be necessary to furnish the District with such quantities of water as the District may require. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of a shortage of water or supply of water available to White House, except as described in subsection (b) below, the supply of water to the District shall be reduced or diminished in the same ratio or



proportion as the supply to all of White House's other water consumers is reduced or diminished based on the percentage share of total usage occurring in the most recent consecutive twelve month period prior to the limitation notification.

b. Should White House receive notification from any authority having jurisdiction to limit the amount of water White House can withdraw from its water supply source (Old Hickory Lake), White House shall immediately notify the District of receipt of such notification. Should the combined projected demands of the District and White House's other customers (as required from each party in Section 23) exceed such limitations then the withdrawal limitation shall be ratably allocated between the District and all of White House's customers on the basis of the percentage share of total usage occurring in the most recent consecutive twelve month period prior to the limitation notification. Any limitation described in this subsection (b) shall be deemed to constitute an Adverse Governmental Action, as described in subsection (e) below.

c. White House agrees not to supply water to any municipality or other wholesale customer unless it can do so without impairing the District's right to service in accordance with the terms of this Contract and, in particular, but without limitation, its right to receive, at the Points of Delivery, pursuant to the terms and limitations hereof, sufficient amounts of water to meet its daily needs. In the event of a limitation of water supply as described in subsection (b), then the District shall have priority over all of White House's other municipal or wholesale water customers.

d. In case White House by reason of Force Majeure shall be rendered unable wholly or in part to carry out its obligations under this Contract, then if White House shall promptly notify the District, the obligation of White House to deliver water, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and White House shall be required to resume performance of its obligations under this Contract upon the termination of the aforementioned Force Majeure; provided, however, White House shall use its best efforts and act in good faith to avoid,



overcome or minimize the impediment. As used herein, the term "Force Majeure" means an occurrence that is beyond the control of White House to predict or prevent and which affects the duty and obligation of White House to deliver water to the District hereunder, which duty and obligation shall be suspended while and so long as performance thereof is prevented or impeded. Force Majeure shall include the following: (i) physical events such as acts of God; (ii) acts of others, such as riots, sabotage, insurrections or wars; and (iii) governmental actions, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction.

e. The terms and conditions of this Contract and mutual covenants made between the parties are based upon existing law as of the date of this Contract. All terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. In the event any governmental or regulatory authority asserting jurisdiction (i) imposes price controls on the sale of water that materially and adversely affect either of the parties rights hereunder (which shall include the failure of the Kentucky Public Service Commission to approve any retail rate adjustment required by a rate adjustment hereunder), or (ii) prohibits or prevents to a material extent (a) the transaction described in this Contract, or (b) the delivery of the water to be delivered hereunder (each of the events described above being referred to herein as an "Adverse Governmental Action"), or if a governmental authority declares that an Adverse Governmental Action shall be effective on a future date, then the party affected by such Adverse Governmental Action (the "Affected Party") promptly shall notify the other party of such Adverse Governmental Action. White House and the District shall then promptly commence negotiations in good faith in order to equitably adjust the rights and obligations of the parties in the light of such Adverse Governmental Action. If the parties are unable to reach agreement after one-hundred eighty (180) days from the date of such notice, then the Affected Party may terminate this Agreement at any time on or after the effective date of such Adverse Governmental Action by at least 360 days prior written notice of termination to the other Party.

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f. Any provision herein to the contrary notwithstanding, the Affected Party may suspend the purchase or sale of water under this Contract to the other party if, and only if, such continued performance hereof would cause the Affected Party to be in material violation of any law, enforcement action, rule, order or regulation subsequently enacted that constitutes an Adverse Governmental Action and White House and the District shall not have been able in good faith to resolve the relevant Adverse Governmental Action or to equitably adjust the rights and obligations of the parties so as to permit performance to resume under this Contract in compliance with, and not in violation of, any such law, enforcement action, rule, order, or regulation. If the parties are unable to reach agreement after within one-hundred eighty (180) days of suspension of performance hereunder, then the Affected Party may terminate this Contract at any time on or after the effective date of such Adverse Governmental Action by at least 360 days prior written notice of termination to the other party.

12. **Provision for Other Cost Allocation Methodologies and Procedures.** In the event White House shall enter into a wholesale water supply agreement with any other entity which shall include provisions related to water service cost allocation methodologies or procedures which the District, in its sole discretion, shall determine more favorable to the District than the provisions of this Contract, upon request of the District, White House shall grant the full benefit of these provisions to the District at the next bi-annual rate adjustment by agreed upon amendment in writing to this Contract. If White House should disagree with the District's determination in this regard, the procedure described in Section 16, Compulsory Arbitration shall be followed to decide if granting to the District the benefit of the provision(s) at issue from the other agreement would result in an inequitable allocation of costs of service to other customers of Whitehouse, in which event it shall be disallowed; otherwise, White House shall grant the District the full benefit of the more favorable provisions.

13. **Failure to Pay.** Notwithstanding the provisions of Section 24, in the event the District fails to pay for water by the tenth (10th) day of each month after a bill is received as provided herein, White House shall have the right to pursue any and all remedies



provided at law or in equity for breach of contract, including an action for recovery of the amounts owed and any damages incidental thereto, and after all other legal remedies have been pursued unsuccessfully, termination of the flow of water to the District subject to due notification.

14. **Other Remedies.** Either party shall have the right to enforce this Contract by injunctive or mandamus action or to assert any other remedies provided by applicable law for the failure of the other party to comply with its agreements and covenants set forth herein.

15. **Notification.** The District and White House further agree to notify each other as promptly as reasonably possible of any line breaks or emergencies which might affect the operations of either the District or White House water systems.

16. **Compulsory Arbitration.** In the event White House and the District are unable to agree on the applicability or allocation of costs or data used in calculating the adjusted rate as calculated in accordance with the terms of this Contract, each party's rate consultant shall submit to the other a list of three rate consultants demonstrating skills and expertise in the conduct of water cost of service allocations and utility rate making who would be acceptable to such party to act as an independent rate consultant to determine the applicability of various costs and the allocation of same in accordance with the procedures provided for under **EXHIBIT A** and **EXHIBIT B**. Each party shall have the right to strike any two of the other party's suggested names. From the names remaining, a selection by lot shall be made by White House in the presence of the District of the name of the rate consultant who shall serve as the third rate consultant. This rate consultant shall consult with White House's rate consultant and the District's rate consultant whereupon the three rate consultants shall advise the parties as to the appropriate applicability of costs and allocation of same and calculate a revised rate in accordance with the terms and conditions of this Contract. The vote of any two of the three rate consultants shall be controlling in the establishment of said allocation or applicability of costs. The revised rate established by the decision of the three rate consultants shall be implemented in accordance with the other terms and conditions of this Contract.



17. **Regulatory Agencies.** This Contract is subject to such rules, regulations or laws as may be applicable to similar agreements in Kentucky and Tennessee, and White House and the District will collaborate in obtaining such permits, certificates or the like, as may be required.

18. **Required Administrative Approval.** This Contract, the rates set forth herein and the rate adjustment procedure provided herein shall be subject to the approval of the Kentucky Public Service Commission and the United States Department of Agriculture Rural Development Administration (or successor administrative agency), and the obligations of the parties hereunder shall be of no force and effect until this Contract and said rates and rate adjustment procedures have been so approved. The District covenants to promptly request approval of this Contract from the said agencies. This Contract shall become effective immediately upon its approval by the Kentucky Public Service Commission and the United States Department of Agriculture Rural Development Administration (or successor administrative agency). Nothing contained herein shall be construed as a consent by White House to the jurisdiction of the Kentucky Public Service Commission over the operations or affairs of White House or the rate charged the District as set forth herein, and the parties acknowledge that White House is not subject to such jurisdiction. The rates the District charges its customers for water sold by it are subject to the approval of the Kentucky Public Service Commission.

19. **Successor to the Parties.** In the event of an occurrence rendering the District incapable of performing under this Contract, any successor of the District, whether the result of legal process, assignment or otherwise, shall succeed to the rights and duties of the District hereunder.

In the event of any occurrence rendering White House incapable of performing under this Contract, any successor of White House, whether the result of legal process, assignment or otherwise, shall succeed to the rights and duties of White House hereunder.



20. **Pledge of Contract.** The District shall have the right to pledge or assign this Contract, and its rights hereunder, to parties lending funds to the District, including the United States of America, Acting through the United States Department of Agriculture Rural Development Administration (or successor administrative agency), as part of the security for a loan or loans from the United States of America. The District shall notify White House of any such pledge or assignment and shall provide White House such documentation related thereto as White House may reasonably request.

21. **Taxes.** The District shall be liable for all taxes or charges in the Commonwealth of Kentucky applicable to this Agreement, and White House shall be liable for all taxes or charges in the State of Tennessee applicable to this Agreement. White House and District shall cooperate in obtaining tax exemption status in each respective state.

22. **Hold Harmless.** The District hereby indemnifies and holds White House harmless from any loss, costs, damages or penalties relating to claims asserted by any customers in connection with the operation of the District's System, except where such loss or damage arises from the willful or negligent misconduct of White House or from the failure of White House to observe or perform any covenant of this Contract required to be performed by it.

23. **Information for Planning Purposes:** To assist the parties in planning for the District's future needs and White House's development of necessary capacity, the parties shall provide each other with the following information:

a. White House shall annually provide the District in the first month of the calendar year with its budget projection for the coming year, including copies of its current projected water demands and major capital program projections for the ensuing future five (5) year period to be updated annually.

b. The District shall annually provide White House in the first month of each calendar year, an estimate of its projected water demands for the ensuing five (5) year period to be updated annually.



c. The District shall promptly provide White House information related to the District's addition of customers (including potential and prospective customers) that would materially increase the District's water purchase requirements.

24. **Notice of an Event of Default.** Should either party deem a default to have occurred by the other, the party claiming such default shall give the defaulting party written notice setting forth the particulars of said claimed default and the defaulting party shall have thirty (30) days (or such longer period if the default cannot reasonably be cured within thirty (30) days and the defaulting party is attempting to cure such default) within which to cure said default prior to any action being taken by the party claiming the default.

25. **Notice.** Any notice to the parties pursuant to the provisions hereof shall be in writing and delivered by either certified mail or via a nationally recognized overnight delivery service such as Federal Express to the parties at their addresses set forth below:

To District:

Simpson County Water District
523 U.S. Highway 31-W Bypass
P.O. Box 10180
Bowling Green, KY 42102
Attention: Manager

To White House:

White House Utility District
P. O. Box 608
3303 Hwy 31W
White House, TN 37188
Attention: Manager



26. Miscellaneous

a. Should any part, term or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict of any law, the validity of the remaining portion or portions shall not be affected thereby.

b. To the extent permitted by applicable law, this Contract shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America and the Commonwealth of Kentucky or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them; provided, however, that this clause shall not be construed as waiving the right of either party to challenge the validity of any such rule, regulation or law on any basis, including impairment of this Contract.

c. This Contract may not be modified except in a writing executed by all parties, and all parties shall thereafter be bound by such modification.

d. To the extent permitted by applicable law, this Contract and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

e. This Contract contains the entire agreement of the parties pertaining to its subject matter and supersedes all prior written and oral agreements pertaining hereto.



IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in counterparts, each of which shall constitute an original.

WHITE HOUSE:

**WHITE HOUSE UTILITY DISTRICT OF
ROBERTSON AND SUMNER
COUNTIES, TENNESSEE**

BY: *Frank Johnson*
TITLE: _____

ATTEST:

Valerie M. Webb

DISTRICT:

SIMPSON COUNTY WATER DISTRICT

BY: *Ray Mann*
TITLE: Chairman

ATTEST:

Joe H. Richards



This Contract is approved on behalf of the United States Department of Agriculture Rural Development Administration this _____ day of _____, 2009.

BY: _____

TITLE: _____

This Contract is approved on behalf of the Kentucky Public Service Commission this _____ day of _____, 2009.

BY: _____

TITLE: _____



Exhibit A to the Amended and Restated Water Purchase Contract

Cost Allocation and Rate Design Requirements

The rates to be charged by White House and paid by the District shall be recalculated and reestablished bi-annually commencing at the end of 2012 and thereafter at the end of every even-numbered year during the term of this Agreement (i.e., 2014, 2016, 2018, etc.) in accordance with the cost allocation and rate derivation procedures prescribed in this Exhibit, and in a manner consistent with the example illustrated by the wholesale rate calculation worksheet presented in Exhibit B to this Agreement.

1. Costs to be Allocated to District

a. White House cost allocations and rate setting for water service to the District shall be based on actual historical costs determined in accordance with audited financial statements that have been prepared in accordance with generally accepted accounting principles and approved by the White House board, metered water production quantities, and customer billing information for the most recent fiscal year of record. Costs to be recognized by White House in setting District rates shall include water utility operation and maintenance expense and capital costs incurred as improvement revenue bond debt service. Costs allocable to the District shall be net of credit for interest earnings on operating and capital funds that may be used to help offset such costs. All interest earnings on revenue bond proceeds and construction fund monies shall remain with those funds and be applied exclusively in payment of the capital improvements for which the funds are designated.

b. The District will be allocated a proportionate share of the costs associated with the water services it receives on a common-to-all basis in which, as illustrated in Exhibit B to this Contract, the District will be allocated a share of the common costs for all transmission mains, rather than pre-determined shares of only certain specific identified mains actually used.

c. In recognition that the District is a wholesale service customer of White House and provides its own local water distribution and storage facilities to serve its own retail customers, the District shall not be allocated any White House costs associated with facilities and services not utilized by the District. These shall include, but not be limited to, local water distribution system facilities; retail service connection maintenance; meter reading, maintenance and replacement; retail customer billing and accounting; unmetered or free water service; fire service; and fire hydrant maintenance and replacement.

2. Establishment of Allocable Water Utility Operation and Maintenance Expense ("O&M Charge")

Operation and maintenance expenses applicable to White House's water utility will be determined by White House in the same manner and using the same allocation percentages shown in the O&M Cost Allocation Worksheet on Page 2 of Exhibit B. However, prior to January 1, 2013 White House shall implement a new chart of accounts and accounting procedures that will provide separate direct accounting of all operation and maintenance expenses of the water utility and, further, directly account for these expenses by separate operating functions including, at a minimum, each of the individual cost categories recognized on Page 2 of Exhibit B. Additionally, it will individually account for those expenses of the water transmission and distribution system that are related to meter reading, customer service calls, fire hydrants and services, service connections, meters and settings, storage tanks, pumping stations, and transmission and distribution mains. Subsequent to the availability of audited direct cost information under the new system, the current fixed percentage allocation procedure recognized to estimate these cost breakdowns on Page 2 of Exhibit B will be discontinued, except that transmission and distribution main expenses will continue to be allocated between the transmission and distribution systems on a proportionate inch-foot basis in the manner shown on Page 4 of Exhibit B.



Exhibit A to the Amended and Restated Water Purchase Contract

3. **Establishment of Water Utility Capital Costs (“Capital Charges”)**

Capital costs allocable to the District shall be determined in the manner shown on Page 3 of Exhibit B, and shall consist only of a service-based proportionate share of the out-of-pocket principal and interest costs of revenue bond debt service associated with capital facilities funded by such bonds and utilized by the District, plus an added coverage allowance not to exceed 20% of this amount, the latter to be recognized as full reimbursement for any and all cash financed capital improvements and replacements made by White House.

4. **Transmission Losses**

In recognition of ongoing White House efforts to control and reduce current levels of water loss in its transmission system, it is agreed that, for purposes of allocating costs to the District in the future, estimates of transmission system water losses such as are recognized on Page 1 of Exhibit B shall not exceed 9 percent of total water production in fiscal year 2007, 6 percent of total water production in fiscal year 2008, and 3 percent of total water production in fiscal year 2009 and all subsequent years.

5. **Maximum day demand factors**

Maximum day demand factors to be recognized in future White House cost allocations and rate setting for the District shall be derived in the manner illustrated on Page 5 of Exhibit B, as described herein. Accurate records of White House’s maximum three consecutive day system production demands will be summarized for each of the last three calendar years. For each year the three consecutive day maximum day demand rate of flow will be divided by the average day production demands for the system to derive a total system maximum day demand factor. The sum of the three resulting factors shall be divided by three to derive the average White House maximum day demand factor for recognition on Page 5 of Exhibit B. Similarly, accurate records of billable metered water usage by the District occurring each year on White House’s three consecutive days of maximum production demand will be summarized for each of the last three calendar years. For each year the three consecutive day maximum day demand rate of flow will be divided by the average day demands of the District to derive a District maximum day demand factor. The sum of the three resulting factors shall be divided by three to derive the average District maximum day demand factor for recognition on Page 5 of Exhibit B. These data, together with three-year average day system loss information, shall be used to derive a maximum day demand for White House’s retail customer class, as illustrated on Page 5 of Exhibit B.

6. **White House System Pipeline Data**

Certain costs are allocated based on the percentage of inch-feet of transmission system related water mains to total inch-feet of all water transmission and distribution mains. For the purposes of these rate computations, water mains considered to be transmission related shall include all pipe 10-inch in diameter and larger plus 3,729,037 inch-feet of 8-inch diameter and smaller mains. All other mains in service shall be considered as distribution mains. For each future rate adjustment the length and inch-feet of all White House system transmission and distribution mains will be updated to include all mains that are in service at the end of the preceding year of record. However, the inch-feet of transmission pipe 8” and smaller shall not change unless mutually acceptable justification can be provided on specific projects.



Exhibit B to the Amended and Restated Water Purchase Contract

Simpson County Water District Wholesale Rate Calculation Worksheet

For FY 2007, Using 9% Transmission Loss Cap

Rate Class	Billable Flows (kgal)(1)	Lost Water (kgal)	Total Water Produced (kgal)(2)	Percent of Total Produced	Billable Flow Max-Day Factor (3)	Billable Flow Max-Day (kgal)	Assumed Lost Water Max-Day (kgal)(4)	System Max-Day (kgal)	Percent of Total Max-Day
Retail	2,378,200	1,149,214	3,527,414	88.64%	1.601	10,434	3,149	13,582	84.36%
Fire Protection (5)								960	5.96%
Wholesale (6)	411,577	40,705	452,282	11.36%	1.283	1,447	112	1,559	9.68%
Total	2,789,777	1,189,919	3,979,696	100.00%	-			16,101	100.00%

Water Loss Statistics

Transmission (7)	358,173	30.1%
Distribution (8)	831,747	69.9%
Total (9)	1,189,919	100.0%

FY 2007 Actual O&M Costs Allocable in-common to All Customers

	Commodity	Demand	Total
O&M (10)	\$ 1,464,691	\$ 3,615,930	\$ 5,080,621
Less: Credit (Interest Earnings) (11)	\$ (14,446)	(35,664)	(50,110)
Net O&M	\$ 1,450,245	\$ 3,580,266	\$ 5,030,510
% Allocated to Wholesale (12)	11.36%	9.68%	
Wholesale O&M	\$ 164,817	\$ 346,566	\$ 511,382
Wholesale Billable Flows	411,577	411,577	
Unit Cost per kgal	\$ 0.4005	\$ 0.8420	\$ 1.2425

FY 2007 Debt Service (Including Coverage) Allocable in-common to All Customers

Net Debt Service (13)	\$ -	\$ 3,170,990	
% Allocated to Wholesale (12)	11.36%	9.68%	
Wholesale Debt Service	\$ -	\$ 306,948	
Plus 20% Coverage (14)	-	61,390	
Total Capital Component	\$ -	\$ 368,338	
Billable Flows	411,577	411,577	
Unit Cost per kgal	\$ -	\$ 0.8949	\$ 0.8949
Total Wholesale Unit Cost per kgal		\$ 2.1374	

(1) Based on actual FY 2007 billing records.

(2) Based on actual FY 2007 accurate measures of total water production.

(3) From Max Day Factors worksheet

(4) To be assumed as total annual lost water divided by number of days in year

(5) To be based on a four hour fire event at 4,000 gallons per minute demand.

(6) Of the 358,173 kgal in water lost in the transmission system, 11.36474%, or 40,705 kgals is allocated to Wholesale (SCWD) based on the proportion of Wholesale billable flows compared to the total of all billable flows plus all distribution system losses, i.e. $(411,577 / (2,789,777 + 831,747)) = 11.36474\%$

(7) Transmission losses shall not exceed 9% of total water production in 2008, 6% of production in 2009, and 3% of production in all subsequent years.

(8) Distribution losses shall be wholly allocable to Retail due to the fact that Wholesale provides its own distribution level service facilities.

(9) Total water losses shall be derived as the difference between total water production and total billable flows.

(10) O&M cost and credit amounts are derived in O&M worksheet.

(11) Credit derived based on 4% assumed rate of interest applied to assumed working capital balance equal to 90 days of annual O&M costs.

(12) Percentages are from Wholesale line near top of worksheet.

(13) Net Debt Service is wholly Demand related and amount is calculated on Debt Service Worksheet

(14) A 20% coverage adder is recognized as an agreed "in-lieu-of" allowance and full payment for any and all cash funded improvements made by WHUD.



Exhibit B to the Amended and Restated Water Purchase Contract

O&M Cost Allocation Worksheet

FY 2007 Actual	Source of Supply and Treatment Plant	Line Maintenance (All Water Lines)	Percent Allocated to:				Billing, Collection and Customer Service	Total of Direct Allocation Percentages
			Storage Tanks	Fire Hydrants and Fire Lines	Meter Reading & Meter Maintenance			
Water Operating Expenses								
601.000 Salaries and Wages	\$ 2,974,120	20%	66%	1%	1%	4%	8%	100%
604.000 Employee Pensions and Benefits	1,067,655	20%	66%	1%	1%	4%	8%	100%
610.001 Purchased Water	103,094	100%	0%	0%	0%	0%	0%	100%
615.001 Purchased Power	1,165,561	66.98%	29.57%	0.85%	0%	0%	2.60%	100%
618.000 Chemicals	654,068	100%	0%	0%	0%	0%	0%	100%
620.000 Materials and Supplies	74,002	5%	86%	1%	1%	1%	6%	100%
631.000 Professional Fees Engineering	49,981	0%	100%	0%	0%	0%	0%	100%
632.001 Audit Fees	27,919			1%	1%	1%	1%	4%
633.001 Legal & Professional	102,572			0%	0%	1%	1%	2%
641.001 Office and Property Rental	58,950	0%	92%	0%	0%	2%	6%	100%
642.001 Equipment Rental	53,303			0%	0%	0%	0%	0%
650.000 Transportation Expenses	298,445			1%	1%	8%	0%	10%
657.000 General Liability Insurance	192,091			1%	1%	6%	2%	10%
660.001 Advertising	19,257			0%	0%	0%	0%	0%
670.000 Bad Debt Expense	65,867	0%	0%	0%	0%	0%	100%	100%
675.000 Miscellaneous Expense	2,537,307	25%	58%	1%	1%	2%	13%	100%
708.000 Taxes Other than Income	265,909	20%	66%	1%	1%	4%	8%	100%
	\$ 9,710,101							

601.000 Salaries and Wages	\$ 594,824	\$ 1,962,920	\$ 29,741	\$ 29,741	\$ 118,965	\$ 237,930	
604.000 Employee Pensions and Benefits	213,531	704,652	10,677	10,677	42,706	85,412	
610.001 Purchased Water	103,094	-	-	-	-	-	
615.001 Purchased Power	780,693	344,656	9,907	-	-	30,305	
618.000 Chemicals	654,068	-	-	-	-	-	
620.000 Materials and Supplies	3,700	63,642	740	740	740	4,440	
631.000 Professional Fees Engineering	-	49,981	-	-	-	-	
632.001 Audit Fees	-	-	279	279	279	279	
633.001 Legal & Professional	-	-	-	-	1,026	1,026	
641.001 Office and Property Rental	-	54,234	-	-	1,179	3,537	
642.001 Equipment Rental	-	-	-	-	-	-	
650.000 Transportation Expenses	-	-	2,984	2,984	23,876	-	
657.000 General Liability Insurance	-	-	1,921	1,921	11,525	3,842	
660.001 Advertising	-	-	-	-	-	-	
670.000 Bad Debt Expense	-	-	-	-	-	65,867	
675.000 Miscellaneous Expense	634,327	1,471,638	25,373	25,373	50,746	329,850	
708.000 Taxes Other than Income	53,182	175,500	2,659	2,659	10,636	21,273	
	\$ 9,068,736	\$ 3,037,418	\$ 4,827,223	\$ 84,282	\$ 74,374	\$ 261,679	\$ 783,760
		38.62%	61.38%				
Unallocated Portion	\$ 641,365	247,703	393,662				
Percent of Total	\$ 9,710,101	\$ 3,285,121	\$ 5,220,885	\$ 84,282	\$ 74,374	\$ 261,679	\$ 783,760
	100.0%	33.8%	53.8%	0.9%	0.8%	2.7%	8.1%

Allocation Between Transmission and Distribution (1):

		SUM
Transmission:	33.84%	1,766,975
Distribution:	66.16%	3,453,910
		\$ 5,220,885
		\$ 84,282

Total amount included in costs recovered from all (retail & wholesale) customers.

Source of Supply & Treatment Plant	\$ 3,285,121
Transmission System	1,795,500
Total	\$ 5,080,621

Commodity Costs:

Chemicals	\$ 654,068	
Purchased Power (2)	810,623	90%
Total Commodity Costs	\$ 1,464,691	

Demand Costs

\$ 3,615,930

Total

\$ 5,080,621

OK

Credit for interest earnings:

Assumed 90 Days Working Capital Balance \$ 1,252,756 = 90/365 times total annual O&M costs allocated to all customers
Interest Earnings at 4% 50,110

Allocation of Interest Earnings

Commodity	14,446	28.83%
Demand	35,664	71.17%

(1) Based on inch-feet of pipe allocation assuming all pipe 10" and larger plus a fixed amount of 3,729,264 inch-feet of pipe 8" and less in diameter is transmission related based on analysis found on Pipe Infrastructure worksheet. Exact factor applied is 33.8443599%.

(2) Power costs are assumed to be 90% commodity related and 10% demand related.



Exhibit B to the Amended and Restated Water Purchase Contract

Debt Service Worksheet

Supplemental Schedule: Projects Funded with Existing Debt

1997B & 2001 Bonds

High Serv. PS & CW	\$ 2,391,540	T
Millersville 24"	2,099,767	T
Cedar Grove Rd	405,990	T
Wilkinson Lane	857,257	T
Treatment plant upgrad	4,753,761	TP
Chemical building	140,823	TP
Filter improvements	141,787	TP
White House tank	1,418,684	S (T/D)
Center Point reservoir	1,156,193	TP
Cages Bend sewer	2,119,093	O
36" line to 4mm tank	2,514,688	T
White House bypass	405,654	T
Gideon Road	206,807	D
Madison Creek Road	214,321	T
Harris Lane	146,800	D
30" Filter by-pass	124,838	TP
Center Point 16"	245,430	T
Highway 109 Discharge	166,294	T
Highway 31/41	117,142	T
Avondale Pump Station	286,261	D
Pump station metering	115,479	T
Lee Road	94,766	D
Project Subtotal	\$ 20,123,376	
1998 Cost of Issuance	232,203	
2000 Capitalized Intere	575,793	
2000 Cost of Issuance	279,011	
2000 OID	164,617	
Total Cost of Bonds	\$ 21,375,000	

			\$ Total	% of Total
Water Treatment Plant =	TP	\$ 6,317,401	31.4%	
Water Storage =	S	-	0.0%	
Water Transmission =	T	10,013,707	49.8%	
Water Distribution =	D	1,673,174	8.3%	
Other =	O	2,119,093	10.5%	
		\$ 20,123,376	100.0%	

Allocation Factors for Dual Purpose T/D Facilities(1):	
Transmission Related	33.8%
Distribution Related	66.2%

Supplemental Schedule: Projects Funded with Existing Debt

2002 Bonds

Water treatment plant	\$ 8,769,961	TP
Bethel tank	1,149,908	T/D
Slaters creek	1,607,171	T
Land	805,505	TP
South Tunnel tank	663,339	S (T/D)
Saundersville	630,054	T
College Street	292,035	D
By-pass	849,960	T
Hwy 76	563,362	T
Hwy 109	721,461	T
Ridgetop	843,791	T
Lori-lee	522,398	D
Calista	280,271	T
Center Point Road	462,384	T
Lower Drakes	541,478	O
South Tunnel lines	219,843	T
Lower Station Camp	113,974	D
Radio read	557,587	D
Project Subtotal	\$ 19,594,483	
OID	\$ 485,158	
Capitalized Interest	1,591,705	
Costs of Issuance	328,654	
Total Cost of Bonds	\$ 22,000,000	

			\$ Total	% of Total
Water Treatment Plant =	TP	\$ 9,575,467	48.9%	
Water Storage =	S	-	0.0%	
Water Transmission =	T	6,791,980	34.7%	
Water Distribution =	D	2,685,559	13.7%	
Other =	O	541,478	2.8%	
		\$ 19,594,483	100.0%	

Total - All Bonds:
 Water Treatment Plant = \$ 15,892,868 40.01%
 Water Storage = \$ - 0.00%
 Water Transmission = \$ 16,805,687 42.31%
 Water Distribution = \$ 4,358,732 10.97%
 Other = \$ 2,660,572 6.70%
\$ 39,717,859 100.00%

Total Applicable In-common to All Customers **82.33%**
 (Sum of WTP and Water Transmission percentages)

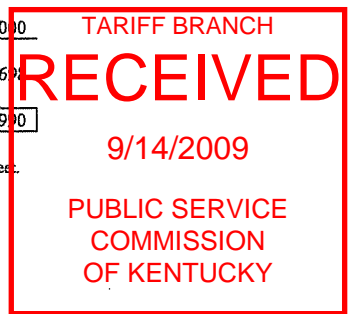
<u>FY 2007 Debt Service</u>	
Series 1997B Revenue Bonds	\$ 1,453,378
Series 2001 Revenue Bonds	1,298,778
Series 2002 Revenue Bonds	1,139,543
Total	\$ 3,891,698

Allowance for Estimated Interest Earnings on Debt Service Funds (amount subject to update in future derivations) \$ 40,000

Total FY 2007 Net Debt Service after Credit for Estimated Interest earnings on Debt Service Funds \$ 3,851,698

Total FY 2007 Net Debt Service Applicable In-common to All Customers (net total times 82.33% from above) **\$ 3,170,900**

(1) Transmission & distribution related %'s for dual use water transmission/distribution facilities are those derived on Pipe Infrastructure Worksheet. Unless mutually agreed otherwise, all future water storage tanks shall be considered exclusively Water Distribution related.



Pipe Infrastructure Worksheet

Pipe Size	Feet	Inch-Feet	% of Total Inch-Feet	% of Total Feet
0.75	451	338	0.00%	0.01%
1	2,291	2,291	0.01%	0.04%
2	436,686	873,371	2.64%	8.40%
2.5	10,706	26,766	0.08%	0.21%
4	1,143,715	4,574,862	13.81%	22.01%
6	2,229,867	13,379,203	40.40%	42.91%
8	847,508	6,780,067	20.47%	16.31%
10	60,069	600,694	1.81%	1.16%
12	300,569	3,606,824	10.89%	5.78%
16	108,312	1,732,987	5.23%	2.08%
20	1,428	28,570	0.09%	0.03%
24	37,940	910,570	2.75%	0.73%
30	3,314	99,425	0.30%	0.06%
36	13,880	499,668	1.51%	0.27%
	5,196,738	33,115,637	100.00%	100.00%

Total Transmission and Distribution Pipe (inch-feet in service): 33,115,637

Summary of Total Transmission Pipe (inch-feet in service):

Inch-Feet of Pipe 10" and greater (subject to update): 7,478,738
 Inch-Feet of Pipe 8" and less (fixed by agreement): 3,729,037
 Total Transmission Pipe 11,207,775

Transmission Pipe as Percent of Total Pipe (inch-feet in service) 33.84%

Distribution Pipe (inch-feet in service) 21,907,861



Maximum Day Demand Factors Derivation Worksheet

All demand amounts are kgpd

ROLLING 3 DAY AVERAGES USED FOR PEAKS

WHUD System Max. Day

	<u>2007 (1)</u>	<u>2006 (2)</u>	<u>2005 (3)</u>	<u>Average</u>
1. WHUD system avg. day	10,833	9,833	9,926	10,197
2. WHUD system max. 3 day average	15,426	13,571	13,429	14,142
3. WHUD max. day/avg. day demand factor	1.424	1.380	1.353	1.386

SCWD Billable Flow on WHUD Max Day

	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>Average</u>
4. SCWD avg. day	1,112	1,024	949	1,028
5. SCWD max. demand(4)	1,645	1,268	1,075	1,329
6. SCWD max. day/avg. day demand factor	1.479	1.238	1.133	1.283

Assumed WHUD System Losses on WHUD Max Day (Total annual loss/no. days in year)

	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>Average</u>
7. Avg. day WHUD system loss(5)	3,260	3,033	3,059	3,117

WHUD Retail Class Billable Flow on WHUD Max Day

	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>Average</u>
8. Retail avg. day (line 1 less lines 4 and 7)	6,461	5,776	5,918	6,052
9. Retail max. day (line 2 less lines 5 and 7)	10,521	9,270	9,295	9,695
10. Retail max. day/avg. day demand factor	1.628	1.605	1.571	1.601

- (1) WHUD max. 3 day average occurred on 8/17/07-8/19/07
- (2) WHUD 2006 peak reported on 6/23/06, but data not typical. Used max. 3 day average of 7/2/06-7/4/06
- (3) WHUD max. 3 day average occurred on 7/2/05-7/4/05
- (4) SCWD max. demand is SCWD 3 day avg. during same period as system max. 3 day avg.
- (5) Total system loss calculated as total WHUD production less total WHUD billable flow



Exhibit C to the Amended and Restated Water Purchase Contract

Data to be Supplied by White House with Notice of Rate Adjustment

1. **Data Input for Exhibit B, Page 1 of 5:**
 - a. Simpson County Water District total annual metered water use billed by White House Utility District in year of allocation. The White House source document containing this information is "Volumes billed by month"
 - b. White House Utility District retail customers total annual metered water use billed in year of allocation. The White House source document containing this information is "Volumes billed by month"
 - c. Total of all White House Utility District annual metered water use billed in year of allocation. The White House source document containing this information is "Volumes billed by month"

2. **Data Input for Exhibit B, Page 2 of 5:**
 - a. Breakdown of audited White House Utility District water utility related O&M expenses by account for year of allocation. The White House source documents containing this information include the finalized District approved financial audit and associated supporting worksheets, plus the report showing the allocation of that portion of total expenses related to the water utility (File names: (1) "2005 & 2006 O&M Supporting Detail_Actuals"; (2) "2007 O&M Supporting Detail_Actuals")

3. **Data Input for Exhibit B, Page 3 of 5:**
 - a. Updated breakdown of White House Utility District capital expenditures by project (actual if available) for each outstanding issue of revenue bonds. The White House source document containing this information is "bond spend out1"
 - b. Total debt service (principal and interest) expenditures for each revenue bond in year of allocation. The White House source documents containing this information are copies of current debt repayment schedule for each outstanding issue of revenue bonds (File Name: "White House Long-term Debt - Annual Debt Service Requirements")

4. **Data Input for Exhibit B, Page 4 of 5:**
 - a. Updated listing of the lengths of all White House Utility District water mains in service broken down by size for the year of allocation. The White House source document containing this information is (File Name: "Distribution Pipe Size by Diameter and Material 090705")

5. **Data Input for Exhibit B, Page 5 of 5:**
 - a. For each of the three most recent calendar years, an accurate summary of White House Utility District daily and annual total system demands (i.e., treated water produced and released into transmission system), marked to show the three consecutive days of greatest demand and the total annual and average day demand. The White House source document containing this information is (File Name: Simpson County 2005 to 2007 Flows (Rev))
 - b. For each of the three most recent calendar years, an accurate summary of Simpson County Water District metered water use from White House Utility District during each of the three consecutive days of greatest system demand identified under 5.a. above, and Simpson County's total annual and average day metered water use for the same period. The White House source document containing this information is (File Name: "Simpson County 2005 to 2007 Flows (Rev)")



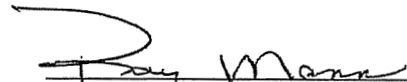
A RESOLUTION OF THE COMMISSION OF THE SIMPSON COUNTY WATER DISTRICT AUTHORIZING THE AMENDED AND RESTATED WATER PURCHASE CONTRACT BETWEEN THE WHITE HOUSE UTILITY DISTRICT OF ROBERTSON AND SUMNER COUNTIES, TENNESSEE, AND SIMPSON COUNTY WATER DISTRICT, SIMPSON COUNTY, KENTUCKY

WHEREAS, the Commission of the Simpson County Water District ("District") met on August 27, 2009 at 1:00 p.m. in regular session in part for the purpose of approving the Amended and Restated Water Purchase Contract between the White House Utility District and Simpson County Water District.

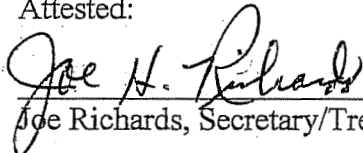
NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE SIMPSON COUNTY WATER DISTRICT AS FOLLOWS:

That the Amended and Restated Water Purchase Contract between the White House Utility District and the Simpson County Water District dated August 27, 2009, be approved. Motion by Joe Richards seconded by James Snider and passed all voting "aye".

Adopted by the Commission of the Simpson County Water District, Simpson County Kentucky, at its regular meeting held on August 27, 2009, on the same occasion signed in open session by the Chairman, attested by the Secretary/Treasurer, and declared to be in full force and effect in accordance with the terms of the agreement.


Ray Mann, Chairman

Attested:

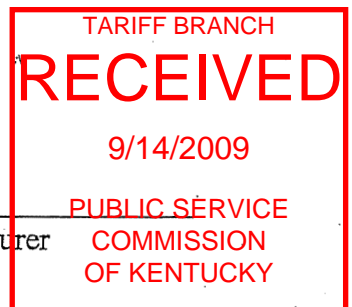

Joe Richards, Secretary/Treasurer

COMMONWEALTH OF KENTUCKY)
COUNTY OF SIMPSON)

I, Joe Richards, being first duly sworn according to law, state that I am Secretary/Treasurer of the Board of Commissioners of Simpson County Water District, Simpson County, Kentucky, that the Board of Commissioners approved the foregoing Resolution, and that the statements of fact set forth therein are true and accurate to the best of my knowledge and belief.

Witness my signature the 27th day of August, 2009.

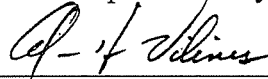

Joe Richards, Secretary/Treasurer



STATE OF KENTUCKY

COUNTY OF SIMPSON

The foregoing instrument was acknowledged before me this 27th day of AUGUST, 2009, by Joe Richards, Secretary/Treasurer of the Simpson County Water District, a Water District created pursuant to KRS Chapter 74, on behalf of the Simpson County Water District.



NOTARY PUBLIC, Kentucky State At Large

My Commission Expires: 4/27/11



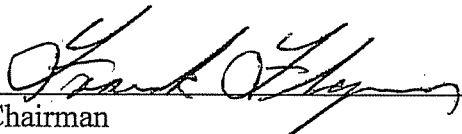
A RESOLUTION OF THE COMMISSION OF THE WHITE HOUSE UTILITY DISTRICT AUTHORIZING THE AMENDED AND RESTATED WATER PURCHASE CONTRACT BETWEEN THE WHITE HOUSE UTILITY DISTRICT OF ROBERTSON AND SUMNER COUNTIES, TENNESSEE, AND SIMPSON COUNTY WATER DISTRICT, SIMPSON COUNTY, KENTUCKY

WHEREAS, the Commission of the White House Utility District met on May 9TH, 2009 at 9:00 AM in Reconvened session for the purpose of approving the Amended and Restated Water Purchase Contract between the White House Utility District and Simpson County Water District.

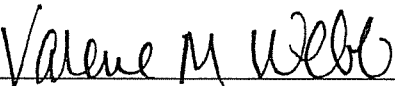
NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE WHITE HOUSE UTILITY DISTRICT AS FOLLOWS:

That the Amended and Restated Water Purchase Contract between the White House Utility District and the Simpson County Water District dated August 27, 2009, be approved. Motion by Valerie Webb seconded by DAN GREEN and passed all voting "aye".

Adopted by the Commission of the White House Utility District, Sumner and Robertson Counties, Tennessee, at a meeting held on May 9TH, 2009, on the same occasion signed in open session by the Chairman, attested by the Secretary, and declared to be in full force and effect in accordance with the terms of the agreement.


Chairman

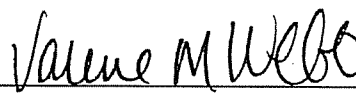
Attested:

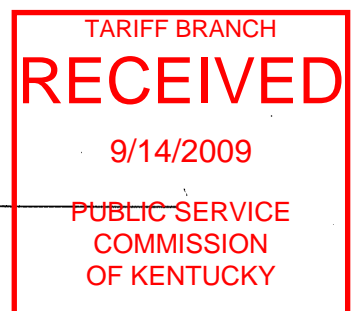

Secretary

STATE OF TENNESSEE
COUNTY OF ROBERTSON

I, Valene M. Webb, being first duly sworn according to law, state that I am Secretary of the Board of Commissioners of the White House Utility District, Sumner and Robertson Counties, Tennessee, that the Board of Commissioners approved the foregoing Resolution, and that the statements of fact set forth therein are true and accurate to the best of my knowledge and belief.

Witness my signature the 4TH day of Sept, 2009.


Secretary



STATE OF TENNESSEE

COUNTY OF ROBERTSON

The foregoing instrument was acknowledged before me this 4TH day of September, 2009, by Valene Webb, Secretary of the White House Utility District, a Water District created pursuant to Tennessee State Law, on behalf of the White House Utility District.

Nicholas T. Gregory
NOTARY PUBLIC

My Commission Expires: March 19, 2012 **MY COMMISSION EXPIRES:**

