

# COPY

Make A Memory

PO Box 853 - 23 E. Cross Main St.  
New Castle, KY 40050  
www.mamemb.com  
(502) 845-4987

## Sales Order

Date	S.O. No.
10/8/2008	2140

Name / Address
HENRY COUNTY WATER DISTRICT PO BOX 219 CAMPBELLSBURG, KY 40011

Ship To

Phone	P.O. No.	Due Date	Rep	Project
		10/8/2008		

Item	Color	Size	Quantity	Description	Rate	Amount
FREIGHT	TO GET JAY'S SHIRTS		2	FREIGHT - We make every effort to absorb freight charges but in some cases, all or a portion of those fees must be passed on to our customers. Screen-Print Group	10.00	20.00
						1,252.30

*REVIEWED*  
*[Signature]*  
*620-1*

<b>Total</b>					\$1,252.30
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Make A Memory

PO Box 853 - 23 E. Cross Main St.  
 New Castle, KY 40050  
 www.mamemb.com  
 (502) 845-4987

# Invoice

Date	Invoice #
10/10/2008	2051

Bill To	Ship To
HENRY COUNTY WATER DISTRICT PO BOX 219 CAMPBELLSBURG, KY 40011	



P.O. Number	Terms	Due Date	Rep	Ship	Via	F.O.B.	Project
		10/10/2008		10/8/2008	Pick Up		

Item Code	Color	Size	Description	Quantity	Price Each	Prior Amt	Amount
ScreenPrint... 96-119			SCREEN-PRINT 96-119 PIECES ONE COLOR	105	1.58		165.90
2000GSM,...			Gildan2000G Gildan Ultra Cotton TeeSM,MD,LG,XLGDark/All	6	3.70		22.20
2000G3XD...			Gildan2000G Gildan Ultra Cotton Tee3XDark/All	5	5.55		27.75
2300GSM,...			Gildan2300G Gildan Ultra Cotton T-shirt With PocketSM,MD,LG,XLGDark/All	5	5.46		27.30
24002XDar...			Gildan2400 Gildan Ultra Cotton Long Sleeve Tee.2XDark/All	10	9.33		93.30
2400SM,M...			Gildan2400 Gildan Ultra Cotton Long Sleeve Tee.SM,MD,LG,XLGDark/All	48	6.77		324.96
BRODER 12500SM,...			LONG SLEEVE POCKET TEE #2410 Gildan12500 Gildan 9.3 Oz., 50/50 Ultra Blend Hooded Pullover.SM,MD,LG,XLGDark/All	6 7	8.11 18.82		48.66 131.74
125002XD...			Gildan12500 Gildan 9.3 Oz., 50/50 Ultra Blend Hooded Pullover.2XDark/All	5	21.89		109.45
186002XD...			Gildan18600 Gildan Heavy Blend Full Zip Hood.2XDark/All	1	23.03		23.03
49993XDar...			Jerzees Activewear4999 Jerzees 9Oz., 50/50 Nublend Full Zip Hood.3XDark/All	1	32.46		32.46
4999S,M,L...			Jerzees Activewear4999 Jerzees 9Oz., 50/50 Nublend Full Zip Hood.S,M,L,XLDark/All	5	24.61		123.05
WHITE M...			708T	1	31.00		31.00

**Total**

If you have been satisfied with our service would you please write a short review at:  
<http://www.merchantcircle.com/business/Make.A.Memory.502-845-4987/review/create>

**Balance Due**

# 38

**COPY**

Make A Memory

PO Box 853 - 144 North Main St.  
New Castle, KY 40050  
www.mamemb.com  
(502) 845-4987

DATE 3/28/08  
CK NO. 35036  
**PAID**

**Invoice**

Date	Invoice #
3/24/2008	1519

Bill To
HENRY COUNTY WATER DISTRICT PO BOX 219 CAMPBELLSBURG, KY 40011

Ship To

P.O. Number	Terms	Due Date	Rep	Ship	Via	F.O.B.	Project
		3/24/2008		3/17/2008	Pick Up		

Item Code	Color	Size	Description	Quantity	Price Each	Prior Amt	Amount
ScreenPrin... 96-119			SCREEN-PRINT 96-119 PIECES ONE COLOR	77	1.58		121.66
8000SM,M...			Gildan8000 Gildan Ultra Blend 50/50 Crewneck Tee.SM,MD,LG,XLGDark/All	32	3.36		107.52
80003XDa...			Gildan8000 Gildan Ultra Blend 50/50 Crewneck Tee.3XDark/All	5	5.02		25.10
2000G4XL...			Gildan2000G Gildan Ultra Cotton Tee4XLlight/Heather	5	3.76		18.80
2000GSM,...			Gildan2000G Gildan Ultra Cotton TeeSM,MD,LG,XLGDark/All	1	2.40		2.40
8300MD,L...			Gildan8300 Gildan 50/50 Ultra Blend Tee W/PocketMD,LG,XLGDark/All	15	4.92		73.80
8300MD,L...			Gildan8300 Gildan 50/50 Ultra Blend Tee W/PocketMD,LG,XLGLight/Heather	2	3.68		7.36
2700SM,M...			Gildan2700 Gildan Ultra Cotton Muscle Tee.SM,MD,LG,XLGDark/All	5	4.22		21.10
18600S,M...			Gildan18600 Gildan Heavy Blend Full Zip Hood.S,M,L,XLDark/All	5	17.96		89.80
186002XLi...			Gildan18600 Gildan Heavy Blend Full Zip Hood.2XLlight/Heather	1	19.24		19.24
F258-4XL ...			Sport-Tek Full Zip Hooded Sweatshirt-4XL Colors	1	30.22		30.22
18500S,M...			Gildan18500 Gildan 7.75 Oz., 50/50 Hooded PulloverS,M,L,XLDark/All	4	12.85		51.40
SCREEN F...			SCREEN FEES-NEW LOWER PRICE Screen-Print Group	1	15.00		15.00
					<b>Total</b>		\$583.40

If you have been satisfied with our service would you please write a short review at:  
<http://www.merchantcircle.com/business/Make.A.Memory.502-845-4987/review/create>

**Balance Due** \$333.40

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PO Box 853 - 144 North Main St.  
 New Castle, KY 40050  
 www.mamemb.com  
 (502) 845-4987

## Sales Order

Date	S.O. No.
3/17/2008	1594

Name / Address
HENRY COUNTY WATER DISTRICT PO BOX 219 CAMPBELLSBURG, KY 40011

Ship To

Phone	P.O. No.	Due Date	Rep	Project
		3/17/2008		

Item	Color	Size	Quantity	Description	Rate	Amount
ScreenPrint ... 96-119			77	SCREEN-PRINT 96-119 PIECES ONE COLOR	1.58	121.66
8000SM,MD...	Any color-no pocket tee	S-XL	32	Gildan8000 Gildan Ultra Blend 50/50 Crewneck Tee.SM,MD,LG,XLGDark/All	3.36	107.52
80003XDark...	Color No Pocket Tee	2XL	5	Gildan8000 Gildan Ultra Blend 50/50 Crewneck Tee.3XDark/All	5.02	25.10
2000G4XLig...	White-No Pocket Tee	4Xlarge	5	Gildan2000G Gildan Ultra Cotton Tee4XLight/Heather	3.76	18.80
2000GSM,M...	White-No Pocket Tee	Xlarge	1	Gildan2000G Gildan Ultra Cotton TeeSM,MD,LG,XLGDark/All	2.40	2.40
8300MD,LG...	Color Pocket Tee	S-XL	15	Gildan8300 Gildan 50/50 Ultra Blend Tee W/PocketMD,LG,XLGDark/All	4.92	73.80
8300MD,LG...	White - Pocket Tee	Xlarge	2	Gildan8300 Gildan 50/50 Ultra Blend Tee W/PocketMD,LG,XLGLight/Heather	3.68	7.36
2700SM,MD...	Color Sleeveless Tees	Xlarge	5	Gildan2700 Gildan Ultra Cotton Muscle Tee.SM,MD,LG,XLGDark/All	4.22	21.10
18600S,M,L,...	Colors Zip Hoodies	S-XL	5	Gildan18600 Gildan Heavy Blend Full Zip Hood.S,M,L,XLDark/All	17.96	89.80
186002XLig...	Sport Grey Zip Hoodie	3XLarge	1	Gildan18600 Gildan Heavy Blend Full Zip Hood.2XLight/Heather	19.24	19.24
F258-4XL C...	Red Zip Hoodie	4Xlarge	1	Sport-Tek Full Zip Hooded Sweatshirt-4XL Colors	30.22	30.22
18500S,M,L,...	Color Pullover Hoodie	Small-Xlarge	4	Gildan18500 Gildan 7.75 Oz., 50/50 Hooded PulloverS,M,L,XLDark/All	12.85	51.40
SCREEN FE...			1	SCREEN FEES-NEW LOWER PRICE	15.00	15.00
ART FEE			0	ART FEE \$40.00 PER HOUR	40.00	0.00
FREIGHT			0	FREIGHT - We make every effort to absorb freight charges but in some cases, all or a portion of those fees must be passed on to our customers.	0.00	0.00
<b>Total</b>						

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New Castle, KY 40050  
www.mamemb.com  
(502) 845-4987 ~

## Sales Order

Date	S.O. No.
3/17/2008	1594

Name / Address
HENRY COUNTY WATER DISTRICT PO BOX 219 CAMPBELLSBURG, KY 40011

Ship To

Phone	P.O. No.	Due Date	Rep	Project
		3/17/2008		

Item	Color	Size	Quantity	Description	Rate	Amount
				Screen-Print Group		583.40
					<i>Randy Keith Woods</i>	
					<b>Total</b>	\$583.40



Dealer No. 62359  
 Credit Application No. 99438  
 Lessee Name HENRY COUNTY WATER DISTRICT #2

**STATEMENT OF TRANSACTION**

1. Lease Sale Price	1. \$	69,057.00
2. Cash Down Payment	\$	N/A
Net Trade-in Allowance	\$	N/A
Manufacturer's Rebate	\$	N/A
Total Down Payment	2. \$	N/A
3. Unpaid Balance of Lease Sale Price (1 minus 2)	3. \$	69,057.00
4. Other Charges		
(a) Taxes (Not in Lease Price)	\$	N/A
(b) Official Fees	\$	5.00
(c) UCC Filing Service Fee	\$	12.50
(d) Administrative Fee	\$	232.50
(e) Physical Damage Insurance	\$	N/A
(f) Credit Life Insurance	\$	N/A
(g) Credit Accident & Health Insurance	\$	N/A
(h) Liability Insurance	\$	N/A
(i) Manufacturer's Extended Warranty Plan	\$	N/A
(j) Extended Service Protection Plan	\$	N/A
(k) (Other)	\$	N/A
Total Other Charges	4. \$	250.00
5. Total Amount Subject to Lease (Unpaid Balance) (3+4)	5. \$	69,307.00
6. Lease Charges (Finance Charge)	6. \$	1,399.69
7. Total Lease Payments (Total of Payments) (5+6)	7. \$	70,706.69
8. Total Lease Price (Total Sale Price) (1+4+6)	8. \$	70,706.69
9. The Unpaid Balance hereof shall bear Finance Charges computed at a per annum rate (the "Finance Charge Rate" or "FCR") equal to <u>13.20</u> % (this is a <b>FIXED RATE</b> contract).		
10. Date APR begins accruing: <u>11-14-2008</u>		
	Mo.	Day Yr.

RENTAL PAYMENTS Advance Payment of \$ 27,200.00 followed by payments in accordance with the following schedule.

NO. OF PAYMENTS	PERIOD OF PAYMENTS	AMOUNT OF EACH PAYMENT	BEGINNING MM/DD/YYYY
4	1 MONTHS	\$ 8,701.15	12/14/2008
1	1 MONTHS	\$ 8,701.09	04/14/2009

The "Obligations" shall mean Lessee's responsibility to pay the rental payments hereunder (the "Rental Payments") and perform any other existing or future obligations of Lessee to Lessor, Assignee as hereinafter defined or Assignee's affiliates hereunder, or under any other agreement.

The total "Secured Debt Due" is \$ \_\_\_\_\_ N/A

The secured debt on the Trade-in Equipment is owed to:

\_\_\_\_\_ Acct. No. \_\_\_\_\_  
 Lender Name

\_\_\_\_\_ Phone No. \_\_\_\_\_  
 Lender Address

\_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Lender City

Payoff Good Through: \_\_\_\_\_

If checked, Lessor represents that the above debt has been paid.

Lessee hereby conveys to Lessor all right, title and interest in the Trade-in Equipment free and clear of all encumbrances except as noted above.

**GUARANTY:**

The undersigned guarantees the prompt performance of Lessee's Obligations under the Agreement, and all modifications and extensions thereof, including prompt payment of all sums when due. The undersigned shall, immediately upon demand, pay any sum due under the Agreement and all modifications and extensions thereof, without setoff. The undersigned hereby waives notice of any modifications, amendments, or extensions of the Agreement, and of Lessee's nonperformance or breach of the Agreement. The payment obligations under this Guaranty are the direct, primary, and continuing obligations of the undersigned and the undersigned's heirs, successors and assigns, and not merely a guaranty of collection. Capitalized terms used in this Guaranty have the same meaning given to them in the Agreement.

Guarantor Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

X \_\_\_\_\_  
 Lessee's Initials

"Lessee(s)": Legal Name(s), Street Address, City, State, Zip Code

 HENRY COUNTY WATER DISTRICT #2  
 Box 219  
 CAMPBELLSBURG, KY 40011

 County/Parish HENRY

Social Security No. \_\_\_\_\_

 or Taxpayer ID No. 61-0679286
 Individual/Sole Proprietorship

If So, State of Principal Residence: \_\_\_\_\_

 General Partnership

If So, State of Chief Executive Office: \_\_\_\_\_

 Corporation/LLC/LP KY

If So, State in Which Formed: \_\_\_\_\_

 Organization ID No.: na

"Lessor": (Dealer's Legal Name and Address)

 HUNT TRACTOR INC  
 1000 EAST MARKET STREET  
 LOUISVILLE, KY 40206  
 Jefferson County


NEW* OR USED	"EQUIPMENT" (Make and Type)	MODEL	SERIAL NUMBER	METER READING	"MAX. ANN. USAGE"	"EXCESS USAGE RATE"	"LEASE SALE PRICE"
N	Case Dozer	550H	CAL000740	N/A	600.0 Hrs	\$15.00 /Hr	\$69,057.00

\* New Equipment is unused equipment, a rental unit or a demonstrator for which the manufacturer will supply all or a portion of a new equipment warranty; this Equipment may have been manufactured in a year prior to the year of lease.

 The beginning date of this agreement (the "Agreement") is 11-14-2008 ("Beginning Date") and the termination date of the Agreement is 05-14-2009 ("Termination Date").

 There shall be a security deposit of \$ N/A ("Security Deposit") and a purchase option price of \$ 1.00 ("Purchase Option Price").

 The above Equipment is not for family, household or personal use and is being leased for use in the Lessee's business being:  commercial/business use  agricultural use.

MAKE	"TRADE-IN EQUIPMENT" TYPE	MODEL	SERIAL NUMBER	HOURS	GROSS ALLOWANCE (In Dollars)	SECURED DEBT DUE (In Dollars)	NET TRADE-IN ALLOWANCE (In Dollars)
					N/A	N/A	N/A

**NO WARRANTY.** The Equipment is leased AS IS except for any applicable manufacturer's express, written warranty. If any manufacturer's express warranty applies to the Equipment, such warranty is restricted to the manufacturer's written, limited warranty provided separately to Lessee. Lessor and manufacturer make no other representation or warranty, express or implied, and specifically exclude the implied warranties of merchantability and fitness for particular purpose.\* Neither Lessor nor manufacturer will be liable for incidental or consequential damages resulting from a breach of the express warranty or any implied warranty imposed by law.\*

\*Some states do not allow these limitations and exclusions, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state law.

**Location where Equipment will be located (if other than Lessee address):**

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE ADDITIONAL PAGES. DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES.

**NOTICE TO THE LESSEE:**

- DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE ADDITIONAL PAGES, EVEN IF OTHERWISE ADVISED.
- DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

**ADDITIONAL PROVISIONS CONCERNING RIGHTS AND DUTIES OF THE PARTIES ON THE ADDITIONAL PAGES OF THIS AGREEMENT ARE A PART OF THIS AGREEMENT.**

I agree to the foregoing. I have received and examined the Equipment, which is in good operating order and condition and is as described. I acknowledge receipt of a copy of this Agreement. I agree to lease the Equipment described above on the terms of this Agreement.

 X \_\_\_\_\_  
 Lessee/Lessee's Representative Title (if applicable)

11-14-2008 HENRY COUNTY WATER DISTRICT #2

Date Print Name

 X \_\_\_\_\_  
 Lessee/Lessee's Representative Title (if applicable)

Date Print Name

 X \_\_\_\_\_  
 Lessor's Representative

11-14-2008 HUNT TRACTOR INC

Date Print Name

**RETURN.** If Lessee does not exercise the purchase option (if any) provided in this Agreement at the Termination Date of this Agreement, Lessee shall (a) at its expense, deliver the Equipment to a location designated by Lessor, (b) pay all charges incurred by Lessor to repair any excessive wear and tear and for any hours in excess of the Maximum Annual Usage at the Excess Usage Rate, and (c) where permitted by law, pay an administrative service charge of \$400.00 per serial numbered unit.

**MAINTENANCE.** Lessee will keep the Equipment in good condition, in operating order, and properly serviced, repaired and maintained. Lessee will make sure that the manufacturer's warranty remains valid. Lessee will pay all the costs of performing these obligations.

**LIENS.** Lessee agrees to keep the Equipment free and clear of all liens, other than any lien Lessor may have on the Equipment. Lessee will not assign this Agreement or permit others to use the Equipment.

**LOCATION.** The Equipment will be operated out of and, when not in use, will be kept only at the location specified above. Lessee will, when requested, advise Lessor of the exact location of the Equipment. Lessor may enter any premises under Lessee's control to inspect the Equipment and may remove it if in Lessor's opinion it is being abused or used beyond its capacity.

**LATE CHARGES/DEFAULT RATE/RETURNED CHECKS.** Lessee shall pay a late charge on each payment more than 10 days past due at the highest amount permitted by applicable law. Lessee shall pay interest on the unpaid balance after maturity (by acceleration or otherwise) at the highest rate permitted by applicable law. If a check is returned for any reason, Lessor or Assignee may charge Lessee a returned check processing fee as established by Lessor or Assignee from time to time not to exceed the maximum permitted under applicable law.

LESSEE REPRESENTS THAT THE EQUIPMENT IS NOT BEING RENTED FOR FAMILY, HOUSEHOLD OR PERSONAL USE.



Dealer No. 62359

Credit Application No. 99438

Lessee Name HENRY COUNTY WATER DISTRICT #2

**Automatic Payment Plan Enrollment Form**

*The undersigned authorizes CNH Capital America LLC or any assignee ("CNH Capital") to initiate withdrawals from the account designated below and maintained with the bank identified below by any means agreed upon by CNH Capital and the bank, or to withdraw by electronic fund transfer from said account, sums due CNH Capital pursuant to retail contracts or leases. The undersigned further authorizes the bank to take all actions necessary to effect such withdrawals and transfers. The undersigned may cancel these authorizations by providing CNH Capital written notice, but any such cancellation will become effective five days after CNH Capital receives the notice. CNH Capital may cancel this authorization at any time by written notice.*

Customer Name (as it appears on the payment notices) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Customer's Bank Name \_\_\_\_\_

Bank Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Customer Account Number \_\_\_\_\_

I prefer to use my checking account. I have enclosed a voided check.

Routing # \_\_\_\_\_ Account # \_\_\_\_\_

I prefer to use my savings account. I have confirmed with my bank the routing number and my withdrawal slip is enclosed.

Routing # \_\_\_\_\_ Account # \_\_\_\_\_

Be sure to date and sign this form.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

X \_\_\_\_\_  
Lessee's Initials





Date: 11-14-2008

To: \_\_\_\_\_  
 Insurance Company: FARM BUREAU  
 Agent: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_

**EQUIPMENT DETAILS**

N/U	MANUFACTURER	DESCRIPTION	MODEL	SERIAL NUMBER	STOCK NUMBER	HOURS	VALUE
N	Case	Dozer	550H	CAL000740		0.0	\$ 69,057.00
							\$
							\$
							\$
							\$
<b>TOTAL</b>							\$ 69,057.00

Attach:

This is to authorize you to furnish the Seller or Lessor with proof that physical damage insurance is in effect on the above described equipment with a loss payable value in favor of Seller or Lessor and CNH Capital America LLC, for the period beginning 11-14-2008 and ending 05-14-2009 for the amount indicated above.

**Insured**

Name: HENRY COUNTY WATER DISTRICT #2  
 Address: Box 219  
 City, State & Zip: CAMPBELLSBURG, KY 40011  
 Home Phone No.: \_\_\_\_\_  
 Business Phone No.: (502) 532-6279

**Seller or Lessor**

Name: HUNT TRACTOR INC  
 Address: 1000 EAST MARKET STREET  
 City, State & Zip: LOUISVILLE, KY 40206  
 Phone No.: (502) 566-6300  
 Fax No.: (502) 566-6323

**X**  
 \_\_\_\_\_  
 Customer Signature  
HENRY COUNTY WATER DISTRICT #2  
 \_\_\_\_\_  
 Print Customer Name

*District copy  
 REVIEWED  
 JTO*



CONTRACT DATE: 11-14-2008

Thank you for financing with CNH Capital. This letter is to confirm the collateral and payment schedule associated with your recently executed Retail or Lease Agreement. The collateral and payment schedule are outlined below. In the event that you do not receive your coupon book or statement before your first payment is due, please send the coupon below with your first payment. If you have any questions, please contact our customer service department at 800-501-5711. Again, thank you for your business and contact us if we can help in the future.

COLLATERAL

Make	Type	Model	Serial Number
Case	Dozer	550H	CAL000740

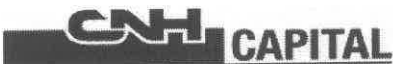
PAYMENT SCHEDULE

Payment	Beginning	Frequency	Amount of each Payment
4	12-14-2008	1 MONTHS	\$8,701.15
1	04-14-2009	1 MONTHS	\$8,701.09
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	--		

THANK YOU FOR YOUR BUSINESS

61212A Rev. 9/06 Previous editions may not be used.

CUT HERE



CNH Capital  
P.O.Box 3600  
Lancaster, PA 17604

CREDIT APPLICATION NUMBER: 99438  
SSN/SIN/TAX I.D.: 61-0679286  
PAYMENT DUE DATE: 12-14-2008  
PAYMENT AMOUNT: \$8,701.15

HENRY COUNTY WATER DISTRICT #2  
Box 219  
CAMPBELLSBURG, KY 40011  
HENRY County

If you do not receive your coupon book or statement in time to make your first payment, please send this coupon along with your first payment.

61212A Rev. 9/06 Previous editions may not be used.

LESSEE COPY

**ADDITIONAL PROVISIONS**

1. Assignment. Lessor will assign this Agreement together with the Equipment to CNH Capital America LLC (hereinafter "CNH Capital"), CNH Capital, and any subsequent assignee, may, at their discretion, also assign this Agreement together with the Equipment (CNH Capital and any such subsequent assignee being hereinafter each referred to as "Assignee"). Lessee acknowledges that Lessor and any Assignee have the right to so assign this Agreement and the Equipment, and that all rights and benefits Lessor under this Agreement may be exercised by any Assignee. Upon receipt of notice from an Assignee with instructions for payment, Lessee shall make all payments due under this Agreement directly to such Assignee. This Agreement shall be binding on and inure to the benefit of Lessee and Lessor and their respective heirs, personal representatives, successors or assigns; provided, however, that Lessee may not assign its obligations under this Agreement to any person without Lessor's (or Assignee's) prior written consent.
2. Notification of Change in Residence, Principal Office, or Organizational Form. If Lessee changes (a) its state of principal residence, or (b) the state in which its chief executive office is located, or (c) the state in which its corporation, limited liability company or limited partnership is organized, or (d) its form of organization (such as from an individual to a corporation), Lessee will notify Assignee in writing promptly, but in no event more than thirty days after any such change.
3. Waiver of Defenses Against Assignee; Indemnification. Lessee will not assert against Assignee any claim or defense which Lessee may have against Lessor or the manufacturer of the Equipment. Lessee agrees that its obligation to remit payments will not be subject to, and it will not make any claim against Assignee for breach of any representation, warranty or condition with respect to the Equipment and that its obligation to pay Assignee all amounts under this Agreement is absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reason whatsoever, notwithstanding any breach or alleged breach of any representation, warranty or condition with respect to the Equipment or any dispute which now or hereafter arises between Lessee and Lessor or any other person. Lessee shall indemnify and hold harmless Lessor, Assignee and their officers, directors, employees and agents from and against any damage, loss, theft or destruction of the Equipment or any part thereof, and from and against any and all loss, damages, injuries, claims, demands, costs and expenses (including without limitation reasonable attorneys' fees and expenses) of any kind and nature, arising out of or connected with the use, condition (including without limitation, all defects whether or not discoverable by Lessee, Lessor or Assignee) or operation of the Equipment or any part thereof. Lessee shall promptly notify Assignee of any loss, damage, theft, destruction, injury, claim, demand, cost or expense related to this Agreement or the Equipment of which Lessee has notice.
4. Lessee's Covenants. Lessee shall (i) keep the Equipment in the county of Lessee's address set forth on page 1 of this Agreement and not remove the Equipment from such address, except temporarily in connection with its ordinary use, unless Assignee consents in writing; (ii) maintain the Equipment in good condition and repair and not permit its value to be impaired; (iii) keep the Equipment and all substitutions, replacements, products, proceeds (such as insurance proceeds) and accessions related thereto (the "Collateral") free of all liens, encumbrances and security interests of persons other than Assignee; (iv) defend the Collateral against all claims and all legal proceedings by persons other than Assignee; (v) pay and discharge when due all taxes, fees, levies and other charges upon the Collateral; (vi) pay when due all taxes arising from the purchase of the Equipment under this Agreement, excluding any taxes based upon Lessor's net income; (vii) use Equipment solely in the conduct of Lessee's business; (viii) ensure Equipment will be used solely within the intended uses of the manufacturer during the term of this Agreement; (ix) not sell, lease or otherwise dispose of the Equipment nor permit the Equipment to become an accession to other goods or a fixture; (x) not permit the Equipment to be used in violation of any law, regulation or policy of insurance; and (xi) strictly follow the terms of Provision 1 of this Agreement.

Each individual executing this Agreement represents and warrants that he or she has the requisite power and authority to enter into this Agreement and execute all related documents, to perform its obligations and consummate the transactions contemplated under this Agreement and related documents and that the execution and delivery of this Agreement and all related documents and the consummation of the transactions under this Agreement have been duly authorized by the Lessee.

5. Insurance. Lessee shall keep the Equipment and Lessor's and its assigns interest in it insured against fire, theft, physical damage and other hazards under policies listing Assignee as loss payee or as an additional insured, with such provisions, for such amounts (but not less than the unpaid balance outstanding under this Agreement) and by such insurers as shall be satisfactory to Assignee from time and time, and shall furnish evidence of such insurance satisfactory to Assignee. Such insurance shall provide at least 30 days written notice of cancellation, lapse or expiration to Assignee. Lessee assigns (and directs any insurer to pay) to Assignee Lessee's interest in the proceeds of all such insurance and any premium refund and Assignee may, at its option, apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to repair or restore the Equipment, returning any excess to Lessee. Lessee must make all payments due under this Agreement whether or not the Equipment is insured or underinsured. Assignee is authorized, in the name of Lessee or otherwise, to make, adjust and/or settle claims under any insurance on the Equipment, or cancel the same after the occurrence of an event of default.

If Lessee purchased physical damage insurance that is financed under this Agreement, Lessee hereby requests and authorizes Lessor (provided Lessor is properly licensed to do so) or Lessor's designee; (a) to arrange physical damage insurance for the benefit of Lessor and Lessee that covers physical damage to the Equipment, (b) to replace or otherwise modify such insurance as Lessor deems appropriate and (c) to be Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse and negotiate all documents, checks or drafts received in payment of loss or damage under the insurance. This Agreement includes and hereby incorporates by reference any Insurance and Extended Service Plan Addendum signed in connection with this Agreement.

**STATEMENT TO LESSEE: THE PHYSICAL DAMAGE INSURANCE PURCHASED UNDER THE TERMS OF THIS AGREEMENT COVERS ONLY LOSS OF OR DAMAGE TO THE EQUIPMENT. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED AS PART OF THE PHYSICAL DAMAGE INSURANCE. LESSEE UNDERSTANDS THAT IF INSURANCE IS FINANCED UNDER THIS AGREEMENT, PRE-PAYMENT OF LESSEE'S OBLIGATIONS OR TERMINATION OF THIS AGREEMENT MAY RESULT IN LOSS OF INSURANCE COVERAGE.**

If Lessee purchased liability insurance that is financed under this Agreement, Lessee hereby requests and authorizes Lessor (provided Lessor is authorized to do so) or Lessor's designee to arrange for the liability insurance to be issued.

6. Modifications and Waivers. This Agreement sets forth the entire understanding between Lessor and Lessee. No modification, amendment or extension of this Agreement and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties and a waiver of any default hereunder by Lessor shall not constitute a waiver of any other prior or subsequent default, except that Lessee authorizes Lessor to insert in this Agreement the serial number and/or model number of any Equipment if this information is unknown when this Agreement is executed or to correct any errors in such numbers or any other patent errors in the description of the Equipment.
7. Authority of Assignee to Perform for Lessee. If Lessee fails to perform any of Lessee's duties set forth in this Agreement (including, specifically but without limitation, the purchase of insurance), Assignee may, at its option, in Lessee's name or otherwise, take any such action, including, without limitation, signing Lessee's name or paying any amount so required, and all costs and expenses incurred by Lessor or Assignee in connection therewith shall form part of the Obligations and shall be payable by Lessee upon demand with interest from the date of payment by Lessor or Assignee at the highest rate permitted by law.
8. Default. Lessee shall be in default under this Agreement if any of the following occurs:
  - (a) Lessee fails to pay when due any of the Obligations, or to perform any other obligation of Lessee in this Agreement or in any renewal or refinancing of this Agreement;
  - (b) a Lessee dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency or liquidation proceedings, attempts to assign this Agreement or attempts to remove, sell, transfer, further encumber, part with possession of or sublet any Equipment;
  - (c) any warranty or representation made by Lessee to induce Lessor or Assignee to extend credit to Lessee, under this Agreement or otherwise, is false in any material respect when made or Lessee fails to perform any covenant under this Agreement;
  - (d) Lessee fails to maintain applicable required insurance or fails to comply with the requirements of any such insurance;
  - (e) any other event occurs that causes Lessor or Assignee, in good faith, to consider that payment or performance of the Obligations is impaired or that the Equipment is at risk; or
  - (f) the Equipment is impounded or confiscated by any federal, state or local governmental authority.
9. Expenses. To the extent not prohibited by law, Lessee shall reimburse Lessor or Assignee for any expense incurred by Lessor or Assignee in protecting or enforcing their rights under this Agreement, including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, transporting, holding, repairing, refurbishing, preparing for disposition and disposing of the Collateral, and all expenses and costs incurred in collecting the Obligations, and all such expenses shall form part of the Obligations.
10. Conflict with Law. Any provision of this Agreement prohibited by applicable law shall be ineffective to the extent of the prohibition without invalidating the remaining portions of this Agreement. The validity, construction and enforcement of this Agreement are governed by the laws of the state in which the Lessor is located. All terms not otherwise defined have the meanings assigned to them by the Uniform Commercial Code.
11. Authorization to Execute and File Financing Statements and Lien Documents. Lessee hereby authorizes Lessor or Lessor's designee to execute and file financing statements, and any motor vehicle title, registration and lien notification documentation, and any amendments thereto on behalf and in the name of Lessee to evidence Lessor's security interest in the Collateral.
12. Remedies Upon Default. If Lessee is in default, Lessor may terminate this Agreement. If Lessor terminates this Agreement as a result of Lessee's default, Lessor will have the rights and remedies provided by law and by this Agreement, and Lessee will lose all rights to keep the Equipment. Lessor will have the right to take the Equipment without demand. To take it, Lessor may enter the premises where the Equipment is stored and remove it. Lessor may take any property in the Equipment at the time of repossession and hold it for Lessee. The repossession of the Equipment by Lessor does not release Lessee from its obligations under this Agreement. Lessee agrees Lessee agrees that Lessor may sell the Equipment (including at wholesale), re-lease it or otherwise dispose of it in a commercially reasonable manner. Lessee agrees Lessee agrees to pay Lessor, as liquidated damages, an amount equal to (a) the Termination Value, plus (b) a processing fee ("Processing Fee") equal to the lower of \$500.00 or the maximum amount permitted by applicable law. The net proceeds of the disposition of the Equipment by sale, or re-lease for the remaining term of lease under this Agreement, shall reduce the Lessee's obligations pursuant to the preceding sentence and any costs to Lessor and/or Assignee arising from repossessing the Equipment and/or selling the Equipment and/or re-leasing the Equipment for the remaining term of lease under this Agreement, including, without limitation, reasonable legal fees and costs to collect the Processing Fee, shall increase the Lessee's obligations pursuant to the preceding sentence.

X \_\_\_\_\_  
 Lessee's Initials



Dealer No. 62359

Credit Application No. 99438

Lessee Name HENRY COUNTY WATER DISTRICT #2

13. Taxes. Lessee agrees to pay all taxes (or reimburse Lessor for any taxes) imposed by any government, political subdivision or taxing authority upon or with respect to (a) the purchase, ownership, possession, acceptance, relocation, repair, lease, return, sale or use of the Equipment, (b) the rental payments or any other payment required under this Agreement, or (c) any of the transactions contemplated by this Agreement. The term "taxes" shall mean any and all fees (including, without limitation, license, documentation, recording and registration fees), taxes (including, without limitation, gross receipts, sales, rental, use, value added, goods and services, property [tangible and intangible], excise and stamp taxes), licenses, levies, duties, assessments or withholdings of any nature whatsoever (together with any and all penalties, fines, additions to tax and interest thereon), except all taxes on or measured by Lessor's net income.
14. Liability Insurance. Lessee shall obtain liability insurance from a carrier acceptable to Assignee in such form and subject to such limits as Assignee may reasonably require protecting the interests of Lessor, Assignee and Lessee against claims for damages or injuries to persons or property caused by the use, condition, holding or operation of the Equipment.
15. Excessive Wear and Tear. For purposes of this Agreement, excessive wear and tear shall mean and include any of the following:
- (a.) Cab/Operator Platform.
    - (a.1) Heavy interior soil.
    - (a.2) Unclean condition of the cab.
    - (a.3) Holes, tears or burns on the dash, floor covers, seats, headliners, upholstery or interior.
    - (a.4) Hour Meter: If the hour meter or dash has been tampered with the lessor has the right to estimate excess hours plus any additional penalties deemed appropriate.
    - (a.5) Seat and/or seat belts broken.
    - (b.) Exterior.
      - (b.1) Dents larger than 2" in diameter or excessive number of dents.
      - (b.2) Scratches - Any excess scratches to the paint or any one individual scratch that exceeds 8" in length.
      - (b.3) Chips - Any single chip the size of a quarter or larger or multiple smaller chips within 1 square foot.
      - (b.4) Paint - Substandard paint, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint.
      - (b.5) Rust - Rust holes in the body metal or any rust spots.
      - (b.6) Glass Damage - Any glass that must be replaced due to cracks or missing glass and any windshield damages.
      - (b.7) Frame Damage - All frame damage and substandard frame repairs in addition to modifications made to the frame.
      - (b.8) Blades, Buckets and Other Attachments - Any broken or cracked teeth on any attachments included with the Equipment.
      - (b.9) Tires/Tracks - Any tires on returned Equipment that are in an unsafe condition, cracks, that have broken side walls, that are not original casings, that have less than 50% of original tread remaining, or that are not of the same size, type, grade or manufacturer (or equivalent-quality manufacturer) as were originally included on the Equipment. Lessee will be required to pay for the cost of a new tire if the above conditions are not met.
    - (b.10) Unclean exterior requiring but not limiting to steam cleaning.
    - (b.11) Broken or Inoperable lights.
    - (b.12) Any Mirror damage.
    - (b.13) Bent or broken steps. Dented or bent wheel rims.
  - (c.) Mechanical.
    - (c.1) Mechanical - Mechanical components that are missing, broken or unsafe or that do not operate normally. The battery will need to be replaced if the battery is dead upon the delivery of the unit at lease end.
    - (c.2) Equipment - Computer systems or safety or emission control equipment not in proper working order.
    - (c.3) Brakes - Brake drums that are cracked or exceed manufacturer's recommended wear limits, brake linings showing less than 50% remaining wear, or brakes that leak oil or fluid.
    - (c.4) Power Train - Wear on power train assembly that exceeds manufacturer's then-current standards for normal wear (as shown by oil sample analysis).
    - (c.5) Undercarriage - Leaky lubrication seals, improperly tightened track tension, cracked or broken track shoes or fasteners, less than 50% of original life remaining on any parts, or any undercarriage components not being of the original size, type, grade or manufacturer.
    - (c.6) Hydraulic System - Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications, or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis).
    - (c.7) Air Filters - Any filters not within manufacturer's specifications.
    - (c.8) Electrical System - Any gauges or fluid indicators that are damaged or do not function, an alternator that fails to operate properly, a battery that fails to hold a charge, or any wire harnesses that are not tied down and kept secure, dry, clean and dust-free.
    - (c.9) Leaks - Any general leaks that cost in excess of \$100 to repair including labor.
    - (c.10) Mufflers/Exhaust Pipes burnt out.
    - (c.11) Damaged or Inoperable horn.
    - (d.) General; Other.
      - (d.1) General - Failure to operate and maintain the Equipment in accordance with the manufacturer's specifications, or use of components, fuels or fluids on or in connection with the Equipment that do not meet manufacturer's standards.
      - (d.2) Other - Any other damage or repair including but not limited to unlawful or unsafe operating conditions, or that make the Equipment either unlawful or unsafe to operate. All repair estimates will be based upon applicable Lessor rates or, if Lessor is unable to estimate and repair such excessive wear and tear, then at rates applicable at another outlet as reasonably selected by Lessor.
16. Prepayments. Lessee may make a partial prepayment of the unpaid Obligations at any time, but any partial prepayment will not change or defer Lessee's next scheduled payments. If Lessee prepays the full unpaid Obligations on construction equipment for commercial/business use, Lessee shall pay a prepayment fee of up to \$150.00, unless such fee is prohibited by applicable law.
17. Time Price Calculations. For Variable Rate Contracts only, the Prime Rate for a given calendar month shall be the rate designated as the "Prime Rate" as published in *The Wall Street Journal* on the twentieth day of the prior calendar month (or on the next day published if not published on the twentieth day). If *The Wall Street Journal* ceases publication permanently or no longer publishes a "Prime Rate", the Prime Rate shall mean the prime loan rate of any federally chartered bank selected by Assignee. The payments, including Lease charges (Finance Charge), have been calculated using the Finance Charge Rate (FCR) in effect at the commencement of this Agreement. The final payment shall be recalculated to reflect increases/decreases in the Prime Rate during the remaining term. The Finance Charge Rate (FCR) shall never be less than 0%.
- For all contracts, the Finance Charge Rate shall be calculated for the actual number of days elapsed, using a daily rate determined by dividing the annual rate by 365. Lessee shall make all payments in lawful money of the United States of America.
18. Lease Intended for Security; Tax Characterization. This Agreement is a lease intended for security during the term hereof. Lessor shall retain all right, title and interest in the Equipment, subject to Lessee's right to use the Equipment during such term. To secure Lessee's Obligations Lessee hereby grants Lessor a security interest in the Collateral and agrees to execute and deliver to Lessor any documents Lessor may request to establish and/or preserve Lessor's security interest in the Collateral. This Agreement is not intended to be treated as a lease for tax purposes. Neither Lessor nor Lessee makes any representation to the other concerning the proper treatment of this Agreement for tax purposes by either party.
19. Title/Depreciation. This Agreement is a lease only. Lessee does not have any right, title or interest in the Equipment, except the right to use it during the term hereof and, if so indicated, the option to purchase it as provided under this Agreement.
20. Purchase Option. If Lessee has an option to purchase the Equipment as indicated, then so long as no default exists under this Agreement and it has not been earlier terminated, Lessee may, upon at least 90 days', but not more than 180 days', prior written notice to Lessor, purchase all (but not less than all) of the Equipment at the Purchase Option Value on the Termination Date.
21. Rent. Lessee's right to use the Equipment and Lessee's obligation to pay rent therefor shall commence on the Beginning Date and shall continue throughout the term hereof. Rent shall be payable in the amount set forth in this Agreement, at periodic intervals and on the dates indicated and is not refundable. Lessor may change the location at which rent is to be paid by noting such change on any invoice Lessor sends to Lessee or by sending Lessee notice in writing of such change.
22. Failure to Return Equipment. If Lessee does not exercise its option (if any) to purchase the Equipment or fails to return it at the termination of this Agreement, due to default or otherwise, then, in addition to any other amounts that may be due to Lessor under this Agreement or under applicable law, Lessee will be liable for a daily amount computed on the basis of the scheduled rental payment (if unequal, the highest rental payment will be used).
23. Alterations/Repairs. Lessee will not, without Lessor's prior written consent, affix or install any accessories or attachments to the Equipment nor change it so that it cannot be used by similarly situated lessees. Any improvements, replacements, additions, accessories, or repair parts to the Equipment shall become Lessor's property, free of all liens and encumbrances, and shall be deemed part of the Equipment. The Equipment is, and shall be personal property, even if it or any part of it becomes affixed or attached to real property or any improvement to real property.
24. Conditions to Lease. Lessor has no obligation to lease the Equipment to Lessee until Lessor receives (a) a fully executed Agreement, (b) evidence of insurance that complies with the requirements hereof, (c) such precautionary financing statements, or other documents, as Lessor deems necessary or appropriate to evidence and/or perfect Lessor's interest in the Equipment in accordance with the Uniform Commercial Code of the state in which located or other appropriate law, and (d) such other documents as Lessor may reasonably request.
25. Acceptance of Equipment. Upon execution by Lessee of this Agreement, the Equipment shall be deemed to have been delivered to, and irrevocably accepted by, Lessee for lease under this Agreement.
26. Risk of Loss. All risk of loss, theft or damage to the Equipment is assumed by the Lessee, until the Equipment is returned to the Lessor. If the Equipment can be repaired for a cost less than its fair market value, Lessee will repair the Equipment at Lessee's sole expense, but damage to the Equipment shall not release Lessee from the Obligations. If the Equipment cannot be so repaired, or is lost, stolen or destroyed, Lessee will, at its option, either replace the Equipment at Lessee's sole expense with equivalent equipment of equal or greater value, as determined in the sole discretion of the Lessor or Assignee, or pay Lessor the Termination Value. Upon payment of the requisite Termination Value, Lessee shall be entitled to retain possession of the affected unit(s) of Equipment.
- The "Termination Value" shall be an amount equal to (a) any past due, unpaid Rental Payments and any late charges related thereto, plus (b) all remaining Rental Payments hereunder, less any future interest payments embedded therein, plus (c) (i) the Purchase Option Price, or (ii) if no purchase option is granted, the estimated residual value used to calculate the Rental Payments, plus (d) any other costs to Lessor and/or Assignee arising from the loss, theft or damage to the Equipment or from the collection of the amounts specified in this sentence. In no event shall the Termination Value exceed the maximum amount permitted by applicable law.

X  
Lessee's Initials

LESSEE COPY



DEALER

# GENERAL RETAIL PURCHASE ORDER

## HUNT TRACTOR INC. **COPY**

L- 95 <sup># 39</sup>  
NUMBER

PHONE 502-566-6300  
1000 E. MARKET ST.  
LOUISVILLE, KY 40206

Date 29-Oct-08

BUYER HENRY COUNTY WATER DISTRICT PHONE (502) 532-6279

ADDRESS PO BOX 219 CITY & STATE CAMPBELLSBURG, KY 40011

Sales Ticket No. \_\_\_\_\_ Date \_\_\_\_\_ Delivered by \_\_\_\_\_ Date \_\_\_\_\_

Please enter my order for the following merchandise to be delivered  
on or about \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_

CUSTOMER P.O. \_\_\_\_\_

QTY.	N/U/R	STOCK NO.	MODEL	MAKE	SERIAL NO.	DESCRIPTION	AMOUNT
1	N	550740	550H	CASE	CAL000740	LONG TRACK DOZER, DRAWBAR, 16" GROUSER WITH EXTENDED LIFE TRACKS, 96" BLADE, COLD START, REV/FAN, RADIATOR BRUSH GUARD, REAR SCREEN, SIDE SCREENS, BRUCH SWEEPS, ROCK GUARDS, FINAL DRIVE GUARDS, OPERATORS MANUAL	\$69,057.00
<b>1. SUBTOTAL</b>							<b>\$ 69,057.00</b>

### TRADE-IN(S)

MODEL & YEAR	MAKE	SERIAL NO.	DESCRIPTION	AMOUNT
580K / 1987	CASE	17425240	2WD LOADER BACKHOE STOCK# 150802	\$7,200.00
580SK / 1994	CASE	JJG0182160	2WD LOADER BACKHOE STOCK#150803	\$12,500.00
450 / 1978	CASE		CRAWLER DOZER	\$7,500.00

**2. Trade-In Total** \$ **27,200.00**

BUYER CERTIFIES THAT EQUIPMENT TRADE-IN IS FREE  
AND CLEAR OF ENCUMBANCES, EXCEPT AS NOTED.

3. Trade Difference (1-2)		\$ 41,857.00
4. Sales & Use Tax	<input type="checkbox"/>	\$ 0.00
5. Difference w/ Tax (3+4)		\$ 41,857.00
6. Cash Down Payment	\$	
7. Trade-in (2)	\$	27,200.00
8. Total Down Payment (6+7)	\$	27,200.00
9. Unpaid Balance (1 + 4 - 8)	\$	41,857.00
10. OTHER CHARGES:		\$
		\$
		\$
11. AMOUNT FINANCED (9 + 10)	\$	41,857.00
12. FINANCE CHARGE	\$	
13. TOTAL OF PAYMENTS	\$	41,857.00
14. DEFERRED PAYMENT PRICE (1 + 4 + 10 + 12)	\$	69,057.00
15. ANNUAL PERCENTAGE RATE		%

SIGNATURE \_\_\_\_\_

### TIME BALANCE

I hereby agree to settle the deferred balance, if any, as shown hereon on the basis of retail time payment contract in a form that is mutually satisfactory which I will sign prior to the delivery of the goods ordered and having a total face value equal to the time balance amount and including the credit terms disclosed herein.

Purchaser hereby agrees to pay to \_\_\_\_\_ at their offices shown above the "TOTAL OF PAYMENTS" shown above in \_\_\_\_\_ installments of \$ \_\_\_\_\_ (final payment to be \$ \_\_\_\_\_) the first installment being payable \_\_\_\_\_ 20 \_\_\_\_\_ and all subsequent installments on the same day of each consecutive month until paid in full. The FINANCE CHARGE applies from \_\_\_\_\_ (date).

Check  SOLD USED AD-IS. No warranty of any kind has been given by the dealer or his agent.

One  SOLD NEW WITH \_\_\_\_\_ (specify warranty used)

SPECIAL AGREEMENTS: PURCHASED VIA STATE MASTER AGREEMENT # MA-758-0800002515 COMMODITY CODE# 76583

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for times, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This guarantee is not transferable.

I hereby agree to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. Notice to buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign.

Buyer's Signature  
Salesman

Date \_\_\_\_\_

Accepted by:  
(Dealer's signature)

# COPY

HUNT TRACTOR INC.  
 1000 EAST MARKET STREET  
 LOUISVILLE, KY 40206  
 1-502-566-6300  
 1-800-233-6051

SOLD TO  
 H00556 HENRY CO. WATER DIST #2  
 8955 MAIN ST  
 P O BOX 219  
 CAMPBELLSBURG, KY 40011-0219

SHIP TO

Sold By: H05195 PO #: Date 11/21/08 WHOLEGOOD SALES SS15542  
 Ship By: Tax #: GOVT 8:05:34 PRT: 1

Tax	D	Qty	Description		Price	Amount
00000			PROCESSING FEE			250.00
00000			UTILITY TRADEIN			
00000			150802 CASE	580K2 LBH		7200.00
			SER#:17425240	WAR:05 EXP: 11/21/08		
00000			150803 CASE	580SK2 LBH		12500.00
			SER#:JJG0182160	WAR:05 EXP: 11/21/08		
00000			150620 CASE	450 CD		7500.00
			SER#:	WAR:05 EXP: 11/21/08		
** TOTAL UTILITY TRADEIN						27200.00
00000			WHOLE GOOD SALE			
			550740 CASE	550H CD		69057.00
			SER#:CAL000740	WAR:06 EXP: 11/21/09		

*Used Equipment  
 used to make first  
 payment*

MIS NOTES

1 NEW CASE 550H LONG TRACK DOZER, DRAWBAR  
 16" GROUSER W/EXTENDED LIFE TRACKS  
 96" BLADER, COLD START, REV/FAN, RADIATOR BRUSH GUARD  
 REAR SCREEN, SIDE SCREENS, BRUSH SWEEPS, ROCK GUARDS  
 FINAL DRIVE GUARDS, OPERATOR MANUAL  
 FINANCED THRU CNH CAPITAL  
 THANK YOU FOR YOUR BUSINESS

*This is not a bill*

*We owe this amount  
 on 550 dozer*

I agree to pay the total amount of this invoice  
 in accordance with the Cardholder Agreement.

\*\* SUBTOTAL 42107.00

X *Jerry L. Woods*

\*RN X9438

Auth#

Phone: (502) 532-6279

PAY THIS AMOUNT

\$42107.00

Office:

8955 Main Street • P.O. Box 219  
Campbellsburg, KY 40011

Telephones:

(502) 532-6279 • (502) 532-6280  
1-800-256-2350

Fax:

(502) 532-0027



Water Treatment Plant:

3278 Morton Ridge Road  
Bedford, KY 40006

Telephone:

(502) 255-0126

Fax:

(502) 255-0347

January 5, 2009

COPY

RUON

Bank of New York Trust Company, N.A.  
Attn: Chris Pastura  
525 Vine Street Suite 900  
Cincinnati, OH 45202

Our auditors, Raisor, Zapp & Woods, PSC, are conducting an audit of our financial statements. Please confirm directly to them the following information relating to our loan payable to you at December 31, 2008.

LOAN:	1998 Bonds JAS # 352964	
ORIGINAL AMOUNT OF LOAN:	\$8,245,000.00	✓
UNPAID PRINCIPAL BALANCE:	\$6,330,000.00	✓ with 221-8
FINAL MATURITY DATE:	January 1, 2028	✓
INTEREST RATE:	4.65% - 4.75%	✓
DATE TO WHICH INTEREST HAS BEEN PAID:	December 31, 2008	
DESCRIPTION OF COLLATERAL:	N/A	

Please indicate in the space provided below whether the above information is in agreement with your records. If it is not, please furnish our auditors any information you may have that will help them reconcile the difference. Copies of these transaction records for the fiscal year ended December 31, 2008 would be helpful also.

Sincerely,

LISA COOTS, SENIOR BOOKKEEPER  
Henry County Water District #2

TO: RAISOR, ZAPP & WOODS, PSC

The above information regarding the obligation from Henry County Water District #2 agrees with your records at December 31, 2008, with the following exception (if any): \_\_\_\_\_

Signature: Rachel [Handwritten Signature]  
Title: Agency Relationship Manager  
Date: 1-9-09

# 40

8955 Main Street • P.O. Box 219  
Campbellsburg, KY 40011

Telephones:  
(502) 532-6279 • (502) 532-6280  
1-800-256-2350

Fax:  
(502) 532-0027



3278 Morton Ridge Road  
Bedford, KY 40008

Telephone:  
(502) 255-0126

Fax:  
(502) 255-0347

January 5, 2009

Kristen Curtis  
Morgan Keegan & Co., Inc.  
489 East Main Street  
Lexington, KY 40507

Our auditors, Raisor, Zapp & Woods, PSC, are conducting an audit of our financial statements. Please confirm directly to them the following information relating to our loan payable to you at December 31, 2008.

LOAN:	2001 D	2003	2007B
ORIGINAL AMOUNT OF LOAN:	\$900,000.00	\$2,978,000.00	\$526,000.00
UNPAID PRINCIPAL BALANCE:	* \$603,000.00 as of 1/1/09 <i>awaf</i>	\$2,623,000.00 as of 1/1/09	-
FINAL MATURITY DATE:	January 1, 2018	January 1, 2033	-
INTEREST RATE:	2.4% - 4.75%	4.05% - 4.81%	4.00%
DATE TO WHICH INTEREST HAS BEEN PAID:	January 1, 2009	January 1, 2009	January 1, 2009

*WBS 22149*

*WBS 2216*

*WBS 22110*

DESCRIPTION OF COLLATERAL:

Please indicate in the space provided below whether the above information is in agreement with your records. If it is not, please furnish our auditors any information you may have that will help them reconcile the difference. Copies of these transaction records for the fiscal year ended December 31, 2008 would be helpful also.

Sincerely,

LISA COATS, SENIOR BOOKKEEPER  
Henry County Water District #2

TO: RAISOR, ZAPP & WOODS, PSC

The above information regarding the obligation from Henry County Water District #2 agrees with your records at December 31, 2008, with the following exception (if any):

*There is no account as of 1/31/08, but the principal technically isn't "paid" until 1/1/09*

Signature: *William Hillard*

Title: *VP*

Date: *1/21/09*

*AP-13014(B)*