

KENTUCKY INFRASTRUCTURE AUTHORITY
SECOND SUPPLEMENTAL ASSISTANCE AGREEMENT

FUND C

PROJECT NUMBER: C88-09

BORROWER: NORTH MERCER COUNTY WATER DISTRICT

BORROWER'S ADDRESS: P.O. Box 79
Salvisa, KY 40372

DATE OF ASSISTANCE AGREEMENT: April 1, 1993

DATE OF SECOND SUPPLEMENTAL
ASSISTANCE AGREEMENT: July 1, 2004

SECOND SUPPLEMENTAL ASSISTANCE AGREEMENT

This Second Supplemental Assistance Agreement made and entered into as of the date set forth on the cover page hereof (the "Second Supplemental Agreement") by and between the Kentucky Infrastructure Authority, a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky (the "Authority") and the governmental agency identified on the cover of this Second Supplemental Agreement (the "Governmental Agency"):

WITNESSETH:

WHEREAS, the Authority and the Governmental Agency have heretofore entered into an Assistance Agreement dated as of the date set forth on the cover page hereof, as heretofore supplemented (collectively, the "Original Assistance Agreement") for the purpose of providing financial assistance to the Governmental Agency in connection with the acquisition and construction of the Project, as defined in the Original Assistance Agreement; and

WHEREAS, the Authority and the Governmental Agency desire to amend certain provisions of the Original Assistance Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND IN THE ORIGINAL ASSISTANCE AGREEMENT, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I

RELATION TO ORIGINAL ASSISTANCE AGREEMENT

This Second Supplemental Agreement is supplemental to the Original Assistance Agreement and shall be read and construed with the Original Assistance Agreement as though it were part of the same instrument. The provisions of the Original Assistance Agreement are hereby ratified and affirmed except as amended hereby. All capitalized terms used herein shall have the same meanings as provided in the Original Assistance Agreement, as amended by this Second Supplemental Agreement.

ARTICLE II

AMENDMENTS TO ORIGINAL ASSISTANCE AGREEMENT

Section 2.1. The following definitions set forth in Article I of the Original Assistance Agreement are hereby amended and restated in their entirety to read as follows:

"Indenture" shall mean the General Trust Indenture dated as of June 1, 2004 between the Authority and the Trustee.

Section 2.2. Article I of the Original Assistance Agreement is hereby further amended to add the following definitions:

"Debt Service Reserve Draw" shall mean a draw by the Trustee on the Debt Service Reserve for the account of the Governmental Agency due to a failure by the Governmental Agency to make Loan Payments at the times set forth in the Schedule of Payments.

Section 2.3. Section 3.4 of the Original Assistance Agreement is hereby amended by adding the following paragraph at the end of such Section 3.4:

"The Governmental Agency agrees and acknowledges that (a) the Trustee is authorized under the Indenture to make a Debt Service Reserve Draw if the Governmental Agency fails to make any part of a Loan Payment when due and (b) Exhibit F will be deemed automatically amended if the Trustee draws on such account to cure deficiencies in the payment of Loan Payments, to increase the principal component of Loan Payments due on the next six payment dates by one-sixth of the amount so drawn and to increase the interest component of Loan Payments due on such dates on the unpaid amount so drawn at the rate per annum equal to the Final Loan Rate. Promptly following any such automatic amendment, the Authority will mail to the Governmental Agency a revised Exhibit F (identified by date or other means), by certified mail, postage prepaid; provided that any failure to mail such revised Exhibit F will not affect the obligation of the Governmental Agency to make the revised Loan Payments. Amounts representing a Debt Service Reserve Draw applied to payment of all or any portion of Loan Payments will satisfy such Loan Payment to the extent so applied."

Section 2.4. Article VI of the Original Assistance Agreement is hereby amended by adding the following Section 6.12 at the end of such Article VI:

"Section 6.12. Continuing Disclosure Obligation. The Governmental Agency covenants and agrees that notwithstanding any other provision of this Assistance Agreement to the contrary, upon written notice from the Authority that the Schedule of Payments provides ten percent (10%) or more of the debt service requirements on an issue of the Authority's Bonds or that compliance by the Governmental Agency with the requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "SEC Rule") is required in connection with the Authority's Bonds, the Governmental Agency shall provide to the Authority such information as may be required by the Rule, within the time periods set out in such notice by the Authority, to enable the Authority to establish to the satisfaction of prospective purchasers of the Authority's Bonds that the requirements of the SEC Rule will be satisfied in connection with the issuance of the Authority's Bonds. The Governmental Agency further understands and agrees that the Authority shall act as the Governmental Agency's disclosure agent for purposes of compliance with the SEC Rule and that upon a failure by the Governmental Agency to provide the information required to be provided under

the SEC Rule within the time frame specified in such notice, the Authority and/or the beneficial owners and holders of the Authority's Bonds shall be specifically granted the right of enforcing the provisions of this Section 6.12 by an action in mandamus, for specific performance, or similar remedy to compel performance. "

Section 2.5. Exhibit F attached to the Original Assistance Agreement is hereby amended and restated by replacing said Exhibit F in its entirety with the Exhibit F attached hereto.

ARTICLE III

EFFECT OF SECOND SUPPLEMENTAL AGREEMENT

Section 3.1. From and after the time of taking effect of this Second Supplemental Agreement, the Original Assistance Agreement shall be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under the Original Assistance Agreement of the Authority and the Governmental Agency thereunder shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this Second Supplemental Agreement, and all provisions hereof shall be deemed to be part of the terms and conditions of the Original Assistance Agreement for any and all purposes.

ARTICLE IV

EFFECTIVE DATE; MISCELLANEOUS PROVISIONS

Section 4.1. Time of taking effect. This Second Supplemental Agreement shall be effective as of the day and year written on the cover page hereof.

Section 4.2. Invalidity of any provision. In case any one or more of the provisions contained herein shall be adjudicated by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

Section 4.3. Execution in counterparts. This Second Supplemental Agreement may be simultaneously executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be executed by their respective duly authorized officers as of the day and year stated on the cover page hereof.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: *J. G. E. Hughes*
Title: *Executive Director*

Attest:
M. Denise Pitts
Title: Secretary

NORTH MERCER COUNTY WATER DISTRICT

By: *Roy Short*
Title: *Chairman*

Attest:
Frances Brink
Title: *manager*

Approved:
B. Rudy [Signature]
Secretary/Finance and Administration
Cabinet of the Commonwealth of
Kentucky

EXAMINED:
Peck, Staple + Williams LLP
Legal Counsel to the
Kentucky Infrastructure Authority

APPROVED AS TO FORM & LEGALITY
Joseph Howard
ATTORNEY
FINANCE & ADMINISTRATION CABINET

EXHIBIT F

TO ASSISTANCE AGREEMENT BETWEEN
NORTH MERCER COUNTY WATER DISTRICT
("GOVERNMENTAL AGENCY") AND
KENTUCKY INFRASTRUCTURE AUTHORITY

Total Loan to be Repaid by
Governmental Agency to
Kentucky Infrastructure Authority

\$ 595,000

Principal and Interest payable
on the first day of each month,
commencing September 1, 2004

It is understood and agreed by the parties to this Second Supplemental Agreement that this Exhibit F is an integral part of the Second Supplemental Agreement between the Governmental Agency and the Kentucky Infrastructure Authority.

IN WITNESS WHEREOF, the parties have caused this Exhibit F to the Second Supplemental Agreement to be executed by their respective duly authorized officers as of the date of said Second Supplemental Agreement.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: *July 3 Hester*
Title: *Executive Director*

NORTH MERCER COUNTY WATER DISTRICT, Governmental Agency

By: *Roy Short*
Title: *Chairman*

Attest:

Frances Prout

Title: *manager*

First Supplemental AA Fund C

Kentucky Infrastructure Authority

MONTHLY PAYMENT SCHEDULE

North Mercer County Water District
C88-09

Payment Date	Principal	Coupon	Interest	Debt Service	Service Fee	Loan Amount		Principal Balance Remaining
						Sinking Fund Application	Net Total Payment	
							595,000.00	
9/1/2004	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	592,000.00
10/1/2004	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	589,000.00
11/1/2004	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	586,000.00
12/1/2004	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	583,000.00
1/1/2005	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	580,000.00
2/1/2005	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	577,000.00
3/1/2005	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	574,000.00
4/1/2005	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	571,000.00
5/1/2005	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	568,000.00
6/1/2005	3,000.00	3.000%	2,392.59	5,392.59	119.00	0.00	5,511.59	565,000.00
7/1/2005	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	562,500.00
8/1/2005	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	560,000.00
9/1/2005	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	557,500.00
10/1/2005	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	555,000.00
11/1/2005	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	552,500.00
12/1/2005	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	550,000.00
1/1/2006	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	547,500.00
2/1/2006	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	545,000.00
3/1/2006	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	542,500.00
4/1/2006	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	540,000.00
5/1/2006	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	537,500.00
6/1/2006	2,500.00	2.250%	1,907.81	4,407.81	94.17	0.00	4,501.98	535,000.00
7/1/2006	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	532,083.33
8/1/2006	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	529,166.67
9/1/2006	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	526,250.00
10/1/2006	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	523,333.33
11/1/2006	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	520,416.67
12/1/2006	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	517,500.00
1/1/2007	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	514,583.33
2/1/2007	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	511,666.67
3/1/2007	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	508,750.00
4/1/2007	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	505,833.33
5/1/2007	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	502,916.67
6/1/2007	2,916.67	2.500%	1,851.56	4,768.23	89.17	0.00	4,857.40	500,000.00
7/1/2007	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	497,500.00
8/1/2007	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	495,000.00
9/1/2007	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	492,500.00
10/1/2007	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	490,000.00
11/1/2007	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	487,500.00
12/1/2007	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	485,000.00
1/1/2008	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	482,500.00
2/1/2008	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	480,000.00
3/1/2008	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	477,500.00
4/1/2008	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	475,000.00
5/1/2008	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	472,500.00
6/1/2008	2,500.00	3.000%	1,778.65	4,278.65	83.33	0.00	4,361.98	470,000.00
7/1/2008	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	467,083.33
8/1/2008	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	464,166.67
9/1/2008	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	461,250.00
10/1/2008	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	458,333.33
11/1/2008	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	455,416.67
12/1/2008	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	452,500.00
1/1/2009	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	449,583.33

Kentucky Infrastructure Authority

MONTHLY PAYMENT SCHEDULE North Mercer County Water District C88-09

Loan Amount 595,000.00
Principal Balance Remaining

Payment Date	Principal	Coupon	Interest	Debt Service	Service Fee	Sinking Fund Application	Net Total Payment	Principal Balance Remaining
2/1/2009	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	446,666.67
3/1/2009	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	443,750.00
4/1/2009	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	440,833.33
5/1/2009	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	437,916.67
6/1/2009	2,916.67	3.000%	1,703.65	4,620.31	78.33	0.00	4,698.65	435,000.00
7/1/2009	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	432,083.33
8/1/2009	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	429,166.67
9/1/2009	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	426,250.00
10/1/2009	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	423,333.33
11/1/2009	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	420,416.67
12/1/2009	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	417,500.00
1/1/2010	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	414,583.33
2/1/2010	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	411,666.67
3/1/2010	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	408,750.00
4/1/2010	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	405,833.33
5/1/2010	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	402,916.67
6/1/2010	2,916.67	3.500%	1,616.15	4,532.81	72.50	0.00	4,605.31	400,000.00
7/1/2010	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	397,083.33
8/1/2010	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	394,166.67
9/1/2010	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	391,250.00
10/1/2010	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	388,333.33
11/1/2010	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	385,416.67
12/1/2010	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	382,500.00
1/1/2011	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	379,583.33
2/1/2011	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	376,666.67
3/1/2011	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	373,750.00
4/1/2011	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	370,833.33
5/1/2011	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	367,916.67
6/1/2011	2,916.67	3.750%	1,514.06	4,430.73	66.67	0.00	4,497.40	365,000.00
7/1/2011	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	362,083.33
8/1/2011	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	359,166.67
9/1/2011	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	356,250.00
10/1/2011	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	353,333.33
11/1/2011	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	350,416.67
12/1/2011	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	347,500.00
1/1/2012	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	344,583.33
2/1/2012	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	341,666.67
3/1/2012	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	338,750.00
4/1/2012	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	335,833.33
5/1/2012	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	332,916.67
6/1/2012	2,916.67	5.000%	1,404.69	4,321.36	60.83	0.00	4,382.19	330,000.00
7/1/2012	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	326,666.67
8/1/2012	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	323,333.33
9/1/2012	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	320,000.00
10/1/2012	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	316,666.67
11/1/2012	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	313,333.33
12/1/2012	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	310,000.00
1/1/2013	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	306,666.67
2/1/2013	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	303,333.33
3/1/2013	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	300,000.00
4/1/2013	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	296,666.67
5/1/2013	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	293,333.33
6/1/2013	3,333.33	5.250%	1,258.86	4,592.19	55.00	0.00	4,647.19	290,000.00

Kentucky Infrastructure Authority

MONTHLY PAYMENT SCHEDULE

North Mercer County Water District
C88-09

Loan Amount 595,000.00
Principal Balance Remaining

Payment Date	Principal	Coupon	Interest	Debt Service	Service Fee	Sinking Fund Application	Net Total Payment	Principal Balance Remaining
7/1/2013	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	286,666.67
8/1/2013	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	283,333.33
9/1/2013	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	280,000.00
10/1/2013	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	276,666.67
11/1/2013	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	273,333.33
12/1/2013	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	270,000.00
1/1/2014	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	266,666.67
2/1/2014	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	263,333.33
3/1/2014	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	260,000.00
4/1/2014	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	256,666.67
5/1/2014	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	253,333.33
6/1/2014	3,333.33	5.250%	1,083.86	4,417.19	48.33	0.00	4,465.52	250,000.00
7/1/2014	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	246,250.00
8/1/2014	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	242,500.00
9/1/2014	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	238,750.00
10/1/2014	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	235,000.00
11/1/2014	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	231,250.00
12/1/2014	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	227,500.00
1/1/2015	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	223,750.00
2/1/2015	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	220,000.00
3/1/2015	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	216,250.00
4/1/2015	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	212,500.00
5/1/2015	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	208,750.00
6/1/2015	3,750.00	4.000%	908.86	4,658.86	41.67	0.00	4,700.52	205,000.00
7/1/2015	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	201,250.00
8/1/2015	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	197,500.00
9/1/2015	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	193,750.00
10/1/2015	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	190,000.00
11/1/2015	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	186,250.00
12/1/2015	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	182,500.00
1/1/2016	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	178,750.00
2/1/2016	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	175,000.00
3/1/2016	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	171,250.00
4/1/2016	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	167,500.00
5/1/2016	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	163,750.00
6/1/2016	3,750.00	4.125%	758.86	4,508.86	34.17	0.00	4,543.02	160,000.00
7/1/2016	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	156,250.00
8/1/2016	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	152,500.00
9/1/2016	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	148,750.00
10/1/2016	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	145,000.00
11/1/2016	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	141,250.00
12/1/2016	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	137,500.00
1/1/2017	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	133,750.00
2/1/2017	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	130,000.00
3/1/2017	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	126,250.00
4/1/2017	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	122,500.00
5/1/2017	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	118,750.00
6/1/2017	3,750.00	5.250%	604.17	4,354.17	26.67	0.00	4,380.83	115,000.00
7/1/2017	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	105,416.67
8/1/2017	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	95,833.33
9/1/2017	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	86,250.00
10/1/2017	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	76,666.67
11/1/2017	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	67,083.33

Kentucky Infrastructure Authority

MONTHLY PAYMENT SCHEDULE
North Mercer County Water District
C88-09

	Loan Amount							595,000.00
Payment Date	Principal	Coupon	Interest	Debt Service	Service Fee	Sinking Fund Application	Net Total Payment	Principal Balance Remaining
12/1/2017	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	57,500.00
1/1/2018	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	47,916.67
2/1/2018	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	38,333.33
3/1/2018	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	28,750.00
4/1/2018	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	19,166.67
5/1/2018	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	9,583.33
6/1/2018	9,583.33	4.250%	407.29	9,990.63	19.17	0.00	10,009.79	0.00
TOTAL	595,000.00		225,507.30	820,507.30	10,430.00	0.00	830,937.30	

KENTUCKY INFRASTRUCTURE AUTHORITY

ASSISTANCE AGREEMENT

FUND C

PROJECT NUMBER

BORROWER:

North Mercer Water District

BORROWER'S ADDRESS

P.O. Box 79, Old Highway 127

Salvisa, Kentucky 40372

DATE OF ASSISTANCE AGREEMENT:

April 1, 1993

ASSISTANCE AGREEMENT

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FUND C
ASSISTANCE AGREEMENT

This Assistance Agreement made and entered into as of the date set forth on the cover page hereof (the "Assistance Agreement") by and between the KENTUCKY INFRASTRUCTURE AUTHORITY, a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky (the "Authority") and the Governmental Agency identified on the cover of this Assistance Agreement (the "Governmental Agency").

W I T N E S S E T H

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority has established its Governmental Agencies Program as hereinafter defined, for the purpose of providing financial assistance to Governmental Agencies, as defined in the Act, in connection with the acquisition and construction of Projects, as defined in the Act, in order to preserve, protect, upgrade, conserve, develop, utilize and manage the resources of the Commonwealth of Kentucky (the "Commonwealth") for the protection and preservation of the health, safety, convenience and welfare of the Commonwealth and its citizens, and in that respect to assist and cooperate with Governmental Agencies in achieving such purposes; and

WHEREAS, the Authority has issued, and will issue from time to time, its revenue bonds pursuant to a General Trust Indenture dated as of April 1, 1989 (the "Indenture") between the Authority and First Kentucky Trust Company (the "Trustee") in order to provide funding for its Governmental Agencies Program; and the Act and the Indenture apply modified in certain

WHEREAS, the Governmental Agency has determined that it is necessary and desirable to acquire, construct, and finance the project, as hereinafter defined, and the Authority has determined that the Project is a Project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Authority; and

WHEREAS, the Governmental Agency desires to enter into this Assistance Agreement with the Authority for the Purpose of securing from the Authority the repayable Loan hereinafter identified in order to secure to the Governmental Agency the advantages of the credit of the Authority and its ability to finance the costs incident to the Project on behalf of the Governmental Agency; and

WHEREAS, the Authority is willing to cooperate with the Governmental Agency in making available the Loan pursuant to the Act and the Indenture to be applied to the Project upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained to levy, collect and enforce and remit adequate Service Charges, as hereinafter defined, for the services Provided by the Governmental Agency's System, as hereinafter defined, and to apply the necessary portion of said Service Charges to the repayment of the Loan and the interest thereon, as hereinafter specifically provided; and

WHEREAS, the Authority and the Governmental Agency have determined to enter into this Assistance Agreement pursuant to the terms of the Act and the Indenture and to set forth their respective duties, rights, covenants and obligations with respect to the acquisition, construction and financing of the project and the repayment of the Loan and the interest thereon;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE LOAN HEREBY EFFECTED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED THE PARTIES HERETO MUTUALLY COVENANT AND AGREE, EACH WITH THE OTHER AS FOLLOWS.

ARTICLE I

DEFINITIONS

All of the terms utilized in this Assistance Agreement will have the same definitions and meaning as ascribed to them in the Act and the Indenture, which Act and Indenture are hereby incorporated in this Assistance Agreement by reference, the same as if set forth hereby verbatim; provided, however, that those definitions utilized in the Act and the Indenture which having general application are hereby modified in certain instances to apply specifically to the Governmental Agency and its Project and its operations, including printing, costs of operation, maintenance, and such other expenses as may be incurred by the Governmental Agency. The term "Act" shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

"Administrative Fee" means the charge of the Authority for the services of the Final Loan, which is the annual percentage charged against the unpaid principal balance of the Final Loan as identified in the Project Specifics.

"Applicable Interest Rate" shall mean the rate(s) of interest which shall be used as part of the repayment criteria for a Governmental Agency under an Assistance Agreement and shall be determined by the Authority in a manner based upon the source of funds from which the Project to which the Assistance Agreement relates were generated, said term shall include the terms "Interim Rate" and "Final Loan Rate".

"Assistance Agreement" shall mean this agreement made and entered into by and between a Governmental Agency and the Authority, as authorized by the Act, providing for a Loan to the Governmental Agency by the Authority, and for the repayment thereof to the Authority by the Governmental Agency.

"Authority" shall mean the Kentucky Infrastructure Authority created by the Act, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth of Kentucky, or such other designation as may be effected by future amendments to the Act.

"Bond" or "Bonds" or "Revenue Bonds" shall mean any Kentucky Infrastructure Authority Bond or Bonds, or the issue of such Bonds, as the case may be, authenticated and delivered under the Indenture.

"Business Day" shall mean any day other than a Saturday, Sunday or other legal holiday on which the general offices of the Commonwealth are closed.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and shall include the Regulations of the United States Department of the Treasury promulgated thereunder.

"Commonwealth" shall mean the Commonwealth of Kentucky.

"Construction" shall mean construction as defined in the Act.

"Costs of Issuance" shall mean only the costs of issuing a series of Bonds as designated by the Authority including, but not being limited to, the fees and charges of the financial advisors or underwriters, bond counsel, trustee, cooperating agencies, bond and official statement printers, costs of company credit enhancement, and such other fees and expenses normally attendant to an issue of the Authority's Bonds.
exercising such described powers; and for the purposes of this

"Debt Obligations" shall mean those outstanding obligations of the Governmental Agency identified in the Project Specifics outstanding as of the date of this Assistance Agreement or issued in the future in accordance with the terms hereof, payable from the income and revenues of the System.

"Debt Service Reserve" shall mean the reserve for payment of principal of, interest on, and redemption requirements in respect of the Bonds, created and established by the Indenture.

"Engineers" means the firm of consulting engineers employed by the Governmental Agency in connection with the Project identified in the Project Specifics.

"Final Loan" shall mean the principal amount of the Loan identified in the Project Specifics on an estimated basis, consisting of the principal amount of the Interim Loan, accrued interest on the Interim Loan at the Interim Rate (if permitted by the Authority), the Authority's Costs of Issuance incident to the issuance of its Bonds, the Governmental Agency's pro rata portion of the required Debt Service Reserve and the Governmental Agency's pro rata portion of the market discount or underwriting costs to the Authority in connection with the issuance of its Bonds, which Final Loan amount will be set forth in the Schedule of Payments established upon issuance of Bonds relating to the Loan.

"Final Loan Rate" means the rate identified in the Schedule of Payments; being the rate established in connection with the issuance of Bonds.

"Governmental Agencies Program" shall mean the program authorized by the Act and the Indenture for financing Projects through Loans by the Authority to Governmental Agencies and shall not be deemed to mean or include any other programs of the Authority.

"Governmental Agency" shall mean any agency or unit of government within the Commonwealth, now having or hereafter granted the authority and power to finance, acquire, construct and operate a Project, including specifically but not by way of limitation, incorporated cities, counties, sanitation districts, water districts, public authorities, sewer construction districts, metropolitan sewer districts, sanitation taxing districts and any other agencies, commissions, districts or authorities (either acting alone, or in combination with one another pursuant to any regional or area compact, or multi-municipal agreement), now or hereafter established pursuant to the laws of the Commonwealth having and possessing such described powers, and for the purposes of this Assistance Agreement shall mean the Governmental Agency identified in the Project Specifics.

"Indenture" shall mean the General Trust Indenture dated as of April 1, 1989 between the Authority and the Trustee.

"Interim Loan" shall mean the principal amount of the Loan identified in the Project Specifics advanced by the Authority to the Governmental Agency to meet all or the designated portion of the costs of Construction.

"Interim Rate" shall mean the rate of interest identified in the Project Specifics which the Interim Loan shall bear from the date of each disbursement and which shall be payable on the Payment Dates set forth in the Project Specifics.

"Interim Term" shall mean the term of the Interim Loan which shall be the period from the first disbursement of Interim Loan Proceeds by the Authority to the Governmental Agency to the date upon which the Authority's Bonds are issued and delivered, or such lesser term in the event the Governmental Agency shall elect to prepay its Interim Loan.

"Issue Date" shall mean, with respect to Bonds of a particular series, the date of delivery of the Bonds of such series specified and determined by the series resolution and series indenture authorizing such Bonds.

"Loan" shall mean the loan effected under this Assistance Agreement from the Authority to the Governmental Agency for the purpose of defraying the costs incidental to the Construction of the Project and shall include both the terms "Interim Loan" and "Final Loan".

"Person" shall mean any individual, firm, partnership, association, corporation or Governmental Agency.

"Project" shall mean, when used generally, an infrastructure project as defined in the Act, and when used in specific reference to the Governmental Agency, the project described in the Project Specifics.

"Project Specifics" means those specific details of the Project identified in Exhibit A heretostall of which are incorporated by reference in this Assistance Agreement.

"Requisition for Funds" means the form attached hereto as Exhibit B to be utilized by the Governmental Agency in obtaining disbursements of the Interim Loan or Final Loan from the Authority as construction of the Project progresses.

"Schedule of Payments" means the principal and interest requirements of the Final Loan as determined following the issuance of the Authority's Bonds and representing the

Governmental Agency's pro rata portion of the principal of the Authority's Bonds and the interest accruing thereon from the date of the delivery of the Authority's Bonds as set forth in Exhibit F hereto.

"Schedule of Service Charges" shall mean those general charges to be imposed by the Governmental Agency for services provided by the System, as set forth in Exhibit C hereto, and such other revenues identified in Exhibit C from which the Loan is to be repaid, which Schedule of Service Charges shall be in full force and effect to the satisfaction of the Authority Prior to the disbursement of any portion of the Interim Loan hereunder.

"Service Charges" shall mean any monthly, quarterly, semi-annual, or annual charges, surcharges or improvement benefit assessments to be imposed by a Governmental Agency, or by the Authority, in respect of the Project which Service Charges arises by reason of the existence of, and requirement of, any Assistance Agreement and for the purposes of this Assistance Agreement said Service Charge shall be no less than those set forth in the Schedule of Service Charges.

"System" shall mean the utility system owned and operated by the Governmental Agency of which the project shall become a part and from the earnings of which (represented by the Service Charges) the Governmental Agency shall repay the Authority the Loan hereunder.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Authority. The Authority represents and warrants for the benefit of the Governmental Agency as follows:

(A) The Authority is a body corporate and politic constituting a governmental agency and instrumentality of the Commonwealth, has all necessary power and Authority to enter into, and perform its obligations under, this Assistance Agreement, and has duly authorized the execution and delivery of this Assistance Agreement.

(B) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing.

(C) To the knowledge of the Authority, there is no litigation or proceeding pending or threatened against the Authority or any other person affecting the right of the Authority to execute or deliver this Assistance Agreement or to comply with its obligations under this Assistance Agreement. Neither the execution and delivery of this Assistance Agreement by the Authority, nor compliance by the Authority with its obligations under this Assistance Agreement, require the approval of any regulatory body, or any other entity, which approval has not been obtained.

(D) The authorization, execution and delivery of this Assistance Agreement and all actions of the Authority with respect thereto, are in compliance with the Act and any regulations issued thereunder.

Section 2.2. Representations and Warranties of the Governmental Agency. The Governmental Agency hereby represents and warrants for the benefit of the Authority as follows:

(A) The Governmental Agency is a duly organized and validly existing Governmental Agency, as described in the Act, with full power to own its properties, conduct its affairs, enter into this Assistance Agreement and consummate the transactions contemplated hereby.

(B) The negotiation, execution and delivery of this Assistance Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of the governing body of the Governmental Agency.

(C) This Assistance Agreement has been duly executed and delivered by the Governmental Agency and is a valid and binding obligation of the Governmental Agency enforceable in accordance with its terms, except to the extent that the enforceability hereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

(D) To the knowledge of the Governmental Agency, there is no controversy or litigation of any nature pending or threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the authority of the Governmental Agency or its governing body to make payments under this Assistance Agreement or to construct the projects or to challenge in any manner the authority of the Governmental Agency or its governing body to take any of the actions which have been taken in the authorization or delivery of this Assistance Agreement or the construction of the Project, or in any way contesting or affecting the validity of this Assistance Agreement, or in any way questioning any

proceedings taken with respect to the authorization or delivery by the Governmental Agency of this Assistance Agreement, or the application of the proceeds thereof or the pledge or application of any monies or security provided therefor, or in any way questioning the due existence or powers of the Governmental Agency, or otherwise wherein an unfavorable decision would have an adverse impact on the transactions authorized in connection with this Assistance Agreement.

(E) The authorization and delivery of this Assistance Agreement and the consummation of the transactions contemplated hereby will not constitute an event of default or violation or breach, nor an event which, with the giving of notice or the passage of time or both, would constitute an event of default or violation or breach, under any contract, agreement, instrument, indenture, lease, judicial or administrative order, decree, rule or regulation or other document or law affecting the Governmental Agency or its governing body.

(F) Attached hereto as Exhibit D is a true, accurate and complete copy of the resolution or ordinance of the governing body of the Governmental Agency approving and authorizing the execution and delivery of this Assistance Agreement. Such resolution or ordinance was duly enacted or adopted at a meeting of the governing body of the Governmental Agency at which a quorum was present and acting throughout; such resolution or ordinance is in full force and effect and has not been superseded, altered, amended or repealed as of the date hereof; and such meeting was duly called and held in accordance with law.

(G) All actions taken by the Governmental Agency in connection with this Assistance Agreement and the Loan described herein and the Project have been in full compliance with the provisions of the Kentucky Open Meeting Law, KRS 61.805 to 61.850.

(H) The Governmental Agency has all licenses, permits and other governmental approvals (including but not limited to all required approvals of the Kentucky Public Service Commission) required to own, occupy, operate and maintain the Project, to charge and collect the Service Charges and to enter into this Assistance Agreement, is not in violation of and has not received any notice of an alleged violation of any zoning or land use laws applicable to the project, and has full right, power and authority to perform the acts and things as provided for in this Assistance Agreement.

(I) Legal counsel to the Governmental Agency has duly executed and delivered the opinion of legal counsel substantially in the form set forth in Exhibit E hereto.

ARTICLE III

AUTHORITY'S AGREEMENT TO MAKE LOAN; TERMS

Section 3.1. Determination of Eligibility. Pursuant to the terms of the Act and the Indenture, the Authority has determined that the Governmental Agency's Project is a Project under the Act and the Governmental Agency is entitled to financial assistance from the Authority in connection with financing the Construction of the Project.

Section 3.2. Principal Amount of Final Loan and Interim Loan Established; Disbursement of Funds; Loan Payments. The principal amount of the Interim Loan shall be as identified in the Project Specifics. The Authority shall advance the proceeds of the Interim Loan as Construction of the Project progresses upon the submission by the Governmental Agency of a Requisition for Funds in substantially the same form as Exhibit B hereto. Each disbursement under a Requisition for Funds representing a portion of the principal amount of the Interim Loan shall bear interest at the Interim Rate from the date of the disbursement; subject to the requirements set forth in Article IV hereof.

Interest on the Interim Loan shall be payable on the Payment Dates set forth in the Project Specifics and shall be calculated upon the aggregate principal amount of the Interim Loan then advanced from the date of each disbursement until the delivery of the Authority's Bonds after which interest will accrue from said date of delivery at the Final Loan Rate.

The term of the Interim Loan shall be the Period beginning with the first disbursement by the Authority on behalf of the Governmental Agency and ending upon the date of delivery of the Authority's Bonds and the payment of the Interim Loan from the proceeds of said Bonds. Pursuant to the terms of the Indenture, the Interim Loan shall be due and payable on the next February 1 of the year that the General Assembly of the Commonwealth does not meet, unless the Authority shall have determined prior to such date that the amounts deposited in the Revenue Fund and the Debt Service Fund prior to the next Interest Payment Date will be sufficient to pay all interest and principal installments coming due on such Interest Payment Date. In addition, if the Authority fails to issue Bonds for the payment of the Interim Loan within three years from the date of this Assistance Agreement the Interim Loan shall be payable in full unless the Authority agrees to execute other amortization provisions for the Interim Loan or payments shall automatically, without any further action by either of the parties, upon the delivery of the Authority's Bonds, the exact part of principal amount of the Final Loan shall be calculated based upon the Interim Loan, accrued interest on the Interim Loan

then unpaid, and the Governmental Agency's pro rata share of the required Debt Service Reserve, market discount, and Costs of Issuance incurred by the Authority in connection with the issuance of its Bonds.

Notwithstanding anything contained herein to the contrary, the Authority, in its sole discretion, may upon the request of the Governmental Agency elect to capitalize interest on the Interim Loan and defer the collection of interest due on the Interim Loan from the Governmental Agency until the delivery of the Authority's Bonds, at which time the amount of the interest accrued on the Interim Loan at the Interim Rate shall be added to the principal amount of the Interim Loan and the principal amount of Governmental Agency's Final Loan increased accordingly.

Section 3.3. Governmental Agency's Right to Repay Interim Loan; Termination of Right. The Governmental Agency shall have the right to prepay and retire the entire amount of the Interim Loan at any time without Penalty upon written notice to the Authority no less than five (5) Business Days in advance of said prepayment.

Notwithstanding the right granted under the preceding paragraph, upon the determination by the Authority of the approximate date of delivery of its Bonds, the Authority shall advise the Governmental Agency of its intention to proceed with the authorization of its Bonds and the Governmental Agency shall then have thirty (30) days from its receipt of said notice to exercise its option to prepay the Interim Loan. Upon the expiration of said thirty day period the Governmental Agency's right to prepay the Interim Loan shall terminate and the terms of the Indenture shall govern the terms of the prepayment of all amounts owing the Authority from the Governmental Agency as set forth in Section 3.5 hereof.

Section 3.4. Amortization of Final Loan; Schedule of Payments Incorporated. Upon the delivery of the Authority's Bonds and the establishment of the Final Loan amount, the Authority shall calculate the Schedule of Payments reflecting the Governmental Agency's pro rata participation in the Authority's Bonds.

As soon as practicable following the delivery of the Authority's Bonds, the Authority shall forward the Schedule of Payments to the Governmental Agency for review and acceptance, and upon the execution of the Schedule of Payments by the chief executive officer of the Governmental Agency, said Schedule of Payments shall automatically, without any further action by either of the parties to this Assistance Agreement, become a part of this Assistance Agreement as Exhibit F and shall be attached to the permanent executed copies of this Assistance Agreement.

Interest on the Final Loan shall be payable on the dates set forth in the Schedule of Payments based, in part, upon the interest rate borne by the Bonds until the payment in full of the Governmental Agency's pro rata portion of the Authority's Bonds as reflected by the Schedule of Payments. Principal due on the Final Loan shall be payable in accordance with the Schedule of Payments.

Section 3.5. Authority's Discretion Regarding Terms of Bonds; Prepayment of Final Loan Restricted. The terms upon which the Authority issues its Bonds to fund the Final Loan to the Governmental Agency shall be in accordance with the terms of the Indenture. The Authority, in its sole discretion, shall establish the terms of repayment and prepayment for its Bonds. Notwithstanding the foregoing, it is anticipated that the Authority's Bonds, and accordingly, the Governmental Agency's pro rata responsibility thereunder as represented by the Final Loan under the Schedule of Payments, will mature over the approximate Final Loan Term from the date of delivery of the Bonds, as set forth in the Project Specifics.

The terms under which the Bonds of the Authority may be prepaid or redeemed prior to their stated maturities shall be established by the Authority in its sole discretion at the time of the authorization of the Bonds. The Governmental Agency shall be bound by the terms of prepayment established by the Authority for its Bonds which shall apply to the Governmental Agency's pro rata portion of the indebtedness represented by the Bonds. Any refinancing or defeasance of the Authority's Bonds shall be initiated at the sole discretion of the Authority which shall determine the terms of said refinancing; provided, however, that any such refinancing program shall not increase the annual obligations of the Governmental Agency under the Final Loan as represented by the Schedule of Payments without the prior written consent of the Governmental Agency.

Section 3.6. Subordination of Final Loan. The Authority hereby agrees that the security interest and source of payment for the Final Loan shall be inferior and subordinate to the security interest and source of payment for the Debt Obligations of the Governmental Agency payable from the revenues of the System outstanding at the time this Assistance Agreement is executed as identified in the Project Specifics; provided, however, the Authority shall receive notice of any additional financings in accordance with Section 5.5(D) hereof.

and public competitive bidding will be
to the awarding of the construction contract
accordance with Kentucky law

less construction of the Project has already

ARTICLE IV

CONDITIONS PRECEDENT TO DISBURSEMENT OF INTERIM LOAN;
REQUISITION FOR FUNDS

Section 4.1. Covenants of Governmental Agency and Conditions of Loan. By the execution of this Assistance Agreement, the Governmental Agency agrees that prior to any requests for the disbursement of all or a portion of the Interim Loan made hereunder, the Governmental Agency shall supply the Authority, if requested, appropriate documentation, satisfactory to the Authority, in its sole discretion, indicating the following:

(A) That the Authority and any appropriate regulatory agency of the Commonwealth as may be designated by the Authority, and their respective duly authorized agents, shall have the right at all reasonable times, subject to prior notice to the Governmental Agency, to enter upon the Project and to examine and inspect same.

(B) All real estate and interest in real estate and all personal property constituting the Project and the Project sites heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Agency and constitute a part of the System.

(C) In the event the Governmental Agency is required to provide financing for the Project from sources other than the Authority (as described in the Project Specifics) the Authority shall have the right to receive such reasonable proofs as it may require of the ability of the Governmental Agency to finance the costs of Construction of the Project over and above the Loan, prior to the disbursement by the Authority of any portion of the Interim Loan.

(D) The Governmental Agency shall do all things necessary to acquire all proposed and necessary sites, easements and rights of way necessary or required in respect of the Project and demonstrate its ability to construct the Project in accordance with the plans, design and specifications prepared for the Governmental Agency by the Engineers.

(E) Actual construction and installation incident to the Project shall be performed by either the lump-sum (fixed price) or unit price contract method, and adequate legal methods of obtaining public, competitive bidding will be employed prior to the awarding of the construction contract for the Project in accordance with Kentucky law.

(F) Unless construction of the Project has already been initiated as of the date of this Assistance Agreement, pursuant to due compliance with state law and applicable

regulations, the Project will not be advertised or placed on the market for construction bidding by the Governmental Agency until the final plans, designs and specifications therefor have been approved by such state and federal agencies and authorities as may be legally required, and until written notification of such approvals has been received by the Governmental Agency and furnished to the Authority.

(G) Duly authorized representatives of the Authority and such other agencies of the Commonwealth as may be charged with responsibility will have reasonable access to the construction work whenever it is in preparation or progress, and the Governmental Agency will assure that the contractor or contractors will provide facilities for such access and inspection.

(H) The construction contract or contracts shall require the contractor to comply with all provisions of federal and state law legally applicable to such work, and any amendments or modifications thereto, together with all other applicable provisions of law, to cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and to be responsible for the submission of any statements required of subcontractors thereunder.

(I) A work progress schedule utilizing a method of standard acceptance in the engineering community shall be prepared prior to the institution of construction in connection with each construction contract, or, if construction has already been initiated as of the date of this Assistance Agreement, at the earliest practicable date, to indicate the proposed schedule as to completion of the Project, and same shall be maintained monthly thereafter to indicate the actual construction progress of the Project.

(J) Prior to the award of the construction contract and prior to the commencement of construction, the Governmental Agency will arrange and conduct a conference as to the Project said conference to include representatives of the Authority, the Governmental Agency, and any other participating federal or state agency, the Engineers, and all construction contractors. A written brief of said conference summarizing the construction schedule, fund requirements schedule, payment authorizations, responsible parties for approval of all facets of the construction work and payment therefor, and other pertinent matters shall be prepared and distributed to each agency involved, and all construction contractors and Engineers. Provided, however, that in the event construction shall have been initiated as of the date of this Assistance Agreement, this provision may be waived.

(K) All construction contracts will be so prepared that federal participation costs, if any, and state participation costs may be readily segregated from local participation costs, if any, and from each other, and in such manner that all materials and equipment furnished to the Governmental Agency may be readily itemized.

(L) Any change or changes in a construction contract in excess of one percent (1%) of the contract price, will be promptly submitted to the Authority and any state or federal agencies.

(M) Notification of all construction change orders not requiring prior approval of a state or federal agency will be submitted to the Authority within one (1) month of the time at which they are ordered by the Engineer or the Governmental Agency.

(N) The Construction, including the letting of contracts in connection therewith, will conform in all respects to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(O) The Governmental Agency will Proceed expeditiously with and complete the Project in accordance with the approved surveys, plans, specifications and designs or amendments thereto, prepared by the Engineers to the Governmental Agency and approved by state and federal agencies, but only to the extent such approvals may be required.

(P) If requested, the Governmental Agency will erect at the Project sites, signs satisfactory to the Authority noting the participation of the Authority in the financing of the Project.

(Q) Except as otherwise provided in this Assistance Agreement, the Governmental Agency shall have the sole and exclusive charge of all details of the Construction.

(R) The Governmental Agency shall keep complete and accurate records of the costs of acquiring the project sites and the costs of Construction. The Governmental Agency shall permit the Authority, acting by and through its duly authorized representatives, and the duly authorized representatives of state and/or federal agencies to inspect all books, documents, papers and records relating to the Project at any and all reasonable times for the purpose of audit and examination, and the Governmental Agency shall submit to the Authority such documents and information as such public bodies may reasonably require in connection with the administration of any federal or state grants or accounts to the extent requested.

(S) The Governmental Agency shall require that each construction contractor or contractors furnish an performance and payment bond in an amount at least equal to one hundred percent (100%) of the contract price or the portion of the project covered by the particular contract as security for the faithful performance of such contract.

(T) The Governmental Agency shall require that each of its contractors and all subcontractors maintain during the life of the construction contract, worker's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority. Until the Project facilities are completed and accepted by the Governmental Agency, the contractor, shall maintain builders risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor, and all subcontractors, as their interests may appear.

(U) The Governmental Agency shall Provide and maintain competent and adequate resident engineering services covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that Construction conforms to the approved plans, specifications and designs prepared by the Engineers. Such resident engineer shall certify to the Authority, any involved state or federal agencies, and the Governmental Agency at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or, approved amendments thereto.

(V) The Governmental Agency shall demonstrate to the satisfaction of the Authority the legal capability of the Governmental Agency to enact, adopt, levy, charge, collect, enforce and remit to the Authority the Service Charges of the Governmental Agency described in the Schedule of Service Charges attached to and made a part of this Assistance Agreement as Exhibit C and submit proof satisfactory to the Authority that the Service Charges are in full force and effect as of the submission of the initial Requisition for Funds.

Section 4.2. Disbursements of Interim Loan;
The Governmental Agency may submit to the Authority (or the Trustee acting on behalf of the Authority, if so designated) a Requisition for Funds during the first ten days of each month (or such other designated period as is acceptable to the Authority), in substantially the same form as that attached to this Assistance Agreement as Exhibit B and made a part hereof, accompanied by, to the extent requested by the Authority, the following documentation:

(A) A full and complete accounting of the costs of the Project to be obligated by contract or otherwise during the month in question, or already obligated and not included in any previous accounting;

(B) A full and complete accounting of any costs of the Project paid by the Governmental Agency from its own funds with the approval of the Authority and not included in any previous accounting for which it seeks reimbursement;

(C) The contractor's estimate of work performed during the preceding month pursuant to construction contracts for the Project and payment thereunder due, together with the Engineer's and Governmental Agency's approval thereof for payment by the Authority directly to the contractor.

Upon the Authority's receipt of the Requisition for Funds, and such additional documentation as it may require, the Authority may direct the Trustee to remit the amount requested to the Governmental Agency as a draw upon the Loan.

ARTICLE V

CERTAIN COVENANTS OF THE GOVERNMENTAL AGENCY; PAYMENTS TO BE MADE BY GOVERNMENTAL AGENCY TO THE AUTHORITY

Section 5.1. Imposition of Service Charges. The Governmental Agency hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Assistance Agreement, pursuant to which the Loan is to be made by the Authority to the Governmental Agency as specified herein and in the Act and the Indenture. The Governmental Agency hereby further irrevocably covenants and agrees that it already has, or will, to the extent necessary, immediately impose Service Charges upon all persons, firms and entities to whom or which services are provided by the System, such Service Charges to be no less than as set forth in Exhibit C annexed hereto. If so required, such Service Charges shall be in addition to all other rates, rentals and service charges of a similar nature of the Governmental Agency now or hereafter authorized by law, and now or hereafter being levied and collected by the Governmental Agency and shall be levied and collected solely for the purpose of repaying to the Authority all sums received from the Authority as representing the Loan in respect of the Project.

Section 5.2. Governmental Agency's Obligation to Repay Loan. The obligations of the Governmental Agency to repay to the Authority the amount of the Final Loan from the Service Charges shall not be revocable, and in the event that services supplied by the Project shall cease, or be suspended for any

reason, the Governmental Agency shall continue to be obligated to repay the Final Loan from the Services Charges. In the event the Governmental Agency defaults in the payment of any Service Charges to the Authority, the amount of such default shall bear interest at the Final Loan Rate, or ten percent (10%) per annum, whichever is the greater, from the date of the default until the date of the payment thereof.

Section 5.3. Covenant to Adjust Service Charges. In the event, for any reason, the Schedule of Service Charges shall prove to be insufficient to provide to the Authority the minimum sums set forth in the Schedule of payments, the Governmental Agency hereby covenants and agrees that it will, upon notice by the Authority, to the full extent authorized by law, both federal and state, immediately adjust and increase such Schedule of Service Charges, or immediately commence proceedings for a rate adjustment and increase with all applicable regulatory authorities, so as to provide funds sufficient to pay to the Authority the minimum sums set forth in the Schedule of Payments.

Section 5.4. Adequacy of Service Charges. The Service Charges herein covenanted to be imposed by the Governmental Agency shall be fixed at such rate or rates (and it is represented that the Schedule set forth in Exhibit C hereto so qualifies), as shall be at least adequate to pay the Estimated Annual Debt Service payments set forth in the Project Specifics and, upon the establishment of the Schedule of Payments, to make the payments at the times and in the amounts set forth in the Schedule of Payments, subject to necessary governmental and regulatory approvals.

The Service Charges imposed by the Governmental Agency shall be paid by the users of the System and accordingly the Project not less frequently than the Service Charge Payment Period set forth in the Project Specifics, and shall be remitted to the Authority by the Governmental Agency with a report showing collections and any delinquencies. A report of all collections and delinquencies shall be made at least semi-annually on or before each Payment Date identified in the Project Specifics or Schedule of Payments, as applicable.

Section 5.5. Covenant to Charge Sufficient Rates; Reports; Inspection. The Governmental Agency hereby irrevocably covenants and agrees with the Authority:

(A) That, as aforesaid, it will at all times impose prescribed, charge and collect the Service Charges set forth in Exhibit C hereto for the services of the Project as shall result in net revenues to the Governmental Agency at least adequate to provide for the payments to the Authority required by this Assistance Agreement.

(B) That it will furnish to the Authority not less than annually reports of the operations and income and revenues of the Project, and will permit authorized agents of the Authority to inspect all records, accounts and data of the project at all reasonable times.

(C) That it will collect, account for and promptly remit to the Authority those specific revenues, funds, income and proceeds derived from Service Charges incident to this Assistance Agreement.

(D) That it will notify the Authority in writing of its intention to issue bonds or notes payable from the revenues of the System not less than thirty (30) days prior to the sale of said obligations.

Section 5.6. Segregation of Funds. The Governmental Agency shall at all times account for the income and revenues of the System and distinguish same from all other revenues, moneys and funds of the Governmental Agency, if any.

Section 5.7. Mandatory Sewer Connection. In the event that the Project consists of sanitary sewer facilities, the Governmental Agency hereby irrevocably covenants and agrees with the Authority that it will, to the maximum extent permitted by Kentucky law, and by means of ordinance, or other appropriate legislative order or action, mandatorily require the connection to and use of, the sanitary sewers constituting the Project by all persons owning, renting or occupying premises generating pollutants where such sanitary sewers are reasonably available to such premises, and to exhaust, at the expense of the Governmental Agency, all remedies for the collection of Service Charges, including, either directly or indirectly, pursuant to authority granted by Sections 96.930 to 96.943, inclusive, of the Kentucky Revised Statutes, and the Act, causing termination of water services to any premises where the bill for sewer services is delinquent and foreclosure and decretal sale in respect of improvement benefit assessments which are delinquent.

Section 5.8. Termination of Water Services Delinquent Users. In the event the Project consists of water facilities the Governmental Agency covenants and agrees that it shall, pursuant to applicable provisions of law, to the maximum extent authorized by law, enforce and collect the Service Charges imposed upon users of the Project and facilities constituting the System, and will promptly cause water service to be discontinued to any premises where any billing for such facilities and services shall not be paid in a timely manner.

Section 5.8. covenants. In the event the Authority issues bonds which are intended to be excludable from

ARTICLE VI

OTHER COVENANTS OF THE GOVERNMENTAL AGENCY

Section 6.1. Further Assurance. At any time and all times the Governmental Agency shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, assets and revenues herein pledged or assigned, or intended so to be, or which the Governmental Agency may hereafter become bound to pledge or assign.

Section 6.2. Completion of Project. The Governmental Agency hereby covenants and agrees to proceed expeditiously with and promptly complete the Project in accordance with the plans, designs and specifications prepared by the Engineers for the Governmental Agency.

Section 6.3. Establishment of Completion Date. The completion date for the Project shall be evidenced to the Authority by a certificate signed by the Engineer and an authorized representative of the Governmental Agency stating that, except for amounts retained by the Authority for costs of the Project not then due and payable, (i) the Construction has been completed and all labor, services, materials, supplies, machinery and equipment used in such Construction have been paid for, (ii) all other facilities necessary in connection with the Project have been acquired; constructed, equipped and installed and all costs and expenses incurred in connection therewith have been paid, (iii) the Project and all other facilities in connection therewith have been acquired, constructed, equipped and installed to his satisfaction.

Section 6.4. Commitment to Operate. The Governmental Agency hereby covenants and agrees to commence operation of the project immediately on completion of construction and not to discontinue operations or dispose of such Project without the approval of the Authority.

Section 6.5. Continue to Operate. The Governmental Agency hereby covenants and agrees to continuously operate and maintain the project in accordance with applicable provisions of federal and state law and to maintain adequate records relating to said operation; said records to be made available to the Authority upon its request at all reasonable times.

Section 6.6. Tax Covenant. In the event the Authority issues Bonds which are intended to be excludable from gross income for federal income tax purposes to provide the

funds for the Final Loan, the Governmental Agency shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure such exclusion and shall take such actions as may be directed by the Authority in order to accomplish the foregoing. The Governmental Agency shall not permit (i) the proceeds of the Loan to be used directly or indirectly in any trade or business, (ii) its payments hereunder to be secured directly or indirectly by property to be used in a trade or business, (iii) any management agreement for the operation of the System or (iv) any federal guarantee of its obligations hereunder without the prior written consent of the Authority. The Governmental Agency will not acquire or pledge any obligations which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code.

Section 6.7. Accounts and Reports. The Governmental Agency shall at all times keep, or cause to be kept, proper books of record and account in which complete and accurate entries shall be made of all its transactions relating to the System, which shall at all reasonable times be subject to the inspection of the Authority.

Section 6.8. Financial Statements. Within ninety (90) days after the end of each fiscal year of the Governmental Agency, the Governmental Agency shall provide to the Authority, itemized financial statements of income and expense and a balance sheet in reasonable detail, certified as accurate by a firm of independent certified public accountants or the Auditor of Public Accounts of the Commonwealth. All financial information must be satisfactory to the Authority as to form and content and be prepared in accordance with generally accepted accounting principles on a basis consistent with prior practice unless specifically noted thereon. With such financial statements, the Governmental Agency shall furnish to the Authority a certificate stating that, to the best knowledge of the authorized representative signing such certificate, no default under this Assistance Agreement exists on the date of such certificate, or if any such default shall then exist, describing such default with specificity.

Section 6.9. General Compliance With All Duties. The Governmental Agency shall faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the Commonwealth, and by the terms and provisions of this Assistance Agreement and any other Debt Obligations. The Governmental Agency shall employ qualified operating personnel. The Commonwealth will Section 6.10. System Not to Be Disposed Of. The Governmental Agency covenants and agrees that, until satisfaction in full of its obligations hereunder, it will not sell, mortgage, or in any manner dispose of, or surrender

control or otherwise dispose of any of the facilities of the System or any part thereof without the prior written consent of the Authority, which consent shall not be unreasonably withheld (except that the Governmental Agency may retire obsolete and worn out facilities, and sell same, if appropriate).

Section 6.11. General. The Governmental Agency shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Governmental Agency under the provisions of the Act and this Assistance Agreement in accordance with the terms of such provisions.

ARTICLE VII

MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 7.1. Maintain System. The Governmental Agency agrees that during the entire term of this Assistance Agreement, it will keep the Project, including all appurtenances thereto, and the equipment and machinery therein, in good and sound repair and good operating condition at its own cost so that the completed Project will continue to provide the services for which the System is designed.

Section 7.2. Additions and Improvements. The Governmental Agency shall have the privilege of making additions, modifications and improvements to the sites of the Project, and to the Project itself from time to time provided that said additions, modifications and improvements do not impair the operation or objectives of the Project. The Cost of such additions, modifications and improvements shall be paid by the Governmental Agency, and the same shall be the property of the Governmental Agency and shall be included under the terms of this Assistance Agreement as part of the site of the Project, or the Project, as the case may be. Nothing herein contained shall be construed as precluding the Authority and the Governmental Agency from entering into one or more supplementary Assistance Agreements providing for an additional Loan or Loans in respect of additional Projects undertaken by the Governmental Agency.

Section 7.3. Compliance with State and Federal Standards. The Governmental Agency agrees that it will at all times provide operation and maintenance of the Project to comply with the water quality standards, if any, established by any state or federal agency. The Governmental Agency agrees that qualified operating personnel properly certified by the Commonwealth will be retained to operate the Project during the entire term of this Assistance Agreement.

Section 7.4. Access to Records. The Governmental Agency agrees that it will permit the Authority and any state or federal agency and their respective agents to have access to

the records of the Governmental Agency pertaining to the operation and maintenance of the Project at any reasonable time following completion of construction of the project, and commencement of operations thereof.

Section 7.5. Covenant to Insure - Casualty. The Governmental Agency agrees to insure the Project facilities in such amount as like properties are similarly insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the Commonwealth.

Section 7.6. Authority as Named Insured. Any insurance policy issued pursuant to Section 7.5 hereof, shall be so written or endorsed as to make losses, if any, payable to the Governmental Agency, and to the Authority, as their interests may appear.

Section 7.7. Covenant to Insure - Liability. The Governmental Agency agrees that it will carry public liability insurance with reference to the Project with one or more reputable insurance companies duly qualified to do business in the Commonwealth, insuring against such risks (including but not limited to personal injury, death and property damage) and in such amounts as are set forth in the Project Specifics, and naming the Authority as an additional insured.

Section 7.8. Covenant Regarding Worker's Compensation. Throughout the entire term of this Assistance Agreement, the Governmental Agency shall maintain worker's compensation coverage, or cause the same to be maintained.

Section 7.9. Application of Casualty Insurance Proceeds. If, prior to the completion of the term of this Assistance Agreement, the Project shall be damaged or partially or totally destroyed by fire, windstorm or other casualty, there shall be no abatement or reduction in the amount payable by the Governmental Agency pursuant to the terms of this Assistance Agreement and the Governmental Agency will (1) promptly repair, rebuild or restore the Project damaged or destroyed; and (2) apply for such purpose so much as may be necessary of any net proceeds of insurance resulting from claims for such losses, as well as any additional moneys of the Governmental Agency necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Governmental Agency, and shall be promptly applied as herein provided in this Assistance Agreement.

of the following events:

Section 7.10. Eminent Domain. In the event that title to, or the temporary use of, the Project, or any part thereof, shall be taken under the exercise of the power of

eminent domain by any governmental body or by any person acting under governmental authority, there shall be no abatement or reduction in the minimum amounts payable by the Governmental Agency to the Authority pursuant to the terms of this Assistance Agreement, and any and all net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Governmental Agency in a separate condemnation award account and shall be applied by the Governmental Agency in either or both of the following ways, as shall be determined by the Governmental Agency in its sole discretion:

(A) The restoration of the improvements located on the project sites to substantially the same condition as prior to the exercise of said power of eminent domain; or

(B) The acquisition of additional property, if necessary, and the acquisition of additional facilities by construction or otherwise, equivalent to the Project facilities, which property and facilities shall be deemed to be a part of the Project sites and a part of the Project facilities and to be substituted for Project facilities so taken by eminent domain, without the payment of any amount other than herein provided, to the same extent as if such property and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings after the carrying out of the mandatory proceedings stipulated in (A) and (B) of this Section 7.10, shall be paid to the Governmental Agency upon delivery to the Authority of a certificate signed by an authorized officer of the Governmental Agency to the effect that the Governmental Agency has complied with either subparagraph (A) or (B), or both, of this Section, and written approval of such certificate by an authorized officer of the Authority. In no event will the Governmental Agency voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the project or any part thereof without the written consent of the Authority.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. The following will be "Events of Default" under this Assistance Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Assistance Agreement, any one or more of the following events:

(A) Failure by the Governmental Agency to pay any payments at the times specified herein.

(B) Failure by the Governmental Agency to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Governmental Agency by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until such failure is corrected.

(C) The dissolution or liquidation of the Governmental Agency, or the voluntary initiation by the Governmental Agency of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Governmental Agency of any such proceeding which will remain undismissed for sixty (60) days, or the entry by the Governmental Agency into an agreement of composition with creditors or the failure generally by the Governmental Agency to pay its debts as they become due.

(D) A default by the Governmental Agency under the provisions of any agreements relating to its Debt Obligations which would in the opinion of the Authority materially and adversely affect the performance of the obligations of the Governmental Agency under the Agreement.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

(A) Declare all payments due hereunder, as set forth in the Project Specifics of the Schedule of Payments to be immediately due and payable.

(B) Exercise all the rights and remedies of the Authority set forth in the Act.

(C) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Assistance Agreement.

Section 8.3. Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce

the rights of the Authority under this Assistance Agreement, the Authority shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the System and all receipts therefrom, pending such proceedings, with such power as the court making such appointment shall confer; provided, however, that the Authority may, with or without action under this Section, pursue any available remedy to enforce the payment obligations hereunder, or to remedy any Event of Default.

Section 8.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.5. Consent to Powers of Authority Under Act. The Governmental Agency hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Governmental Agency hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Governmental Agency shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Assistance Agreement.

Section 8.6. Waivers. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.7. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto will default under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Approval not to be Unreasonably Withheld. Any approval of the Authority required by this Assistance Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth (30th) day following the submission of any matter requiring approval to the Authority, unless disapproved in writing prior to such thirtieth (30th) day. Any provision of this Assistance Agreement requiring the approval of the Authority or the satisfaction or the evidence of satisfaction of the Authority shall be interpreted as requiring action by an authorized officer of the Authority granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 9.2. Approval. This Agreement is made subject to and conditioned upon, the approval of this Assistance Agreement by the Secretary of the Finance and Administration Cabinet.

Section 9.3. Effective Date. This Assistance Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until the date the obligations of the Governmental Agency pursuant to the provisions of this Assistance Agreement have been fully satisfied.

Section 9.4. Binding Effect. This Assistance Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and to any person, officer, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the power and duties of either of the parties hereto. This Assistance Agreement shall not be revocable by either of the parties, nor assignable by either party without the written consent of the other party.

Section 9.5. Severability. In the event that any provision of this Assistance Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 9.6. Execution in Counterparts. This Assistance Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 9.7. Applicable Law. This Assistance Agreement will be governed by and construed in accordance with the laws of the Commonwealth.

Section 9.8. Venue. The parties hereto agree that in the event of a default by the Governmental Agency pursuant to the provisions of Article 8 of this Agreement, the Authority shall, to the extent permitted under the laws of the Commonwealth, have the right to file any necessary actions with respect thereto in Franklin Circuit Court.

Section 9.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Assistance Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assistance Agreement to be executed by their respective duly authorized officers as of the day and year above written.

ATTEST:

KENTUCKY INFRASTRUCTURE
AUTHORITY

Marilyn Eaton-Thomas
Title: Secretary/Treasurer

By: James A. Amos
Title: Executive Director

ATTEST:

GOVERNMENTAL AGENCY:

BULLOCK-PEN WATER DISTRICT

Dale Duley
Title: Secretary

By: Robert Bruges
Title: Chairman

APPROVED:

EXAMINED:

Joseph D. Roth
SECRETARY/FINANCE AND
ADMINISTRATION CABINET OF THE
COMMONWEALTH OF KENTUCKY

Beck, Shaffer + Williams
LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE
AUTHORITY

Section 9.7. Applicable Law. This Assistance Agreement will be governed by and construed in accordance with the laws of the Commonwealth.

Section 9.8. Venue. The parties hereto agree that in the event of a default by the Governmental Agency pursuant to the provisions of Article 8 of this Agreement, the Authority shall, to the extent permitted under the laws of the Commonwealth, have the right to file any necessary actions with respect thereto in Franklin Circuit Court.

Section 9.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Assistance Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assistance Agreement to be executed by their respective duly authorized officers as of the day and year above written.

ATTEST:

KENTUCKY INFRASTRUCTURE
AUTHORITY

John A. Gough
Title: *Sec*

By: _____
Title: _____

ATTEST:

GOVERNMENTAL AGENCY:
NORTH MERCER WATER DISTRICT

Title: Clerk

By: *Roy Short*
Title: ~~Mayor~~ Chairman

APPROVED:

EXAMINED:

SECRETARY/FINANCE AND
ADMINISTRATION CABINET OF THE
COMMONWEALTH OF KENTUCKY

Beck, Skaffert & Williams
LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE
AUTHORITY

EXHIBIT A

Attachment
GUIDE LTR "

(This Attachment may be used in lieu of "Supplemental Data," Attachment 2, Page 2, to provide appropriate evidence of insurance and bond coverage.)

CERTIFICATE OF INSURANCE

Property Insurance:

<u>Property Description</u>	<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
FIXED ASSETS	0217	KENTUCKY ASSOCIATION OF COUNTIES ALL LINES FUND	\$704,168	6-30-93
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Liability Insurance:

<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
0217	KENTUCKY ASSOCIATION OF COUNTIES ALL LINES FUND	\$3,000,000	6-30-93
_____	_____	_____	_____
_____	_____	_____	_____

Workman's Compensation:

<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
WC92-553-SEQ1	KENTUCKY ASSOCIATION OF COUNTIES/KLC SELF INSURANCE FUND	STATUTORY	6-30-93
_____	_____	_____	_____
_____	_____	_____	_____

Floodplain Insurance:

<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
_____	INCLUDED IN PROPERTY INSURANCE	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Fidelity Bond Coverage:

<u>Position Bonded</u>	<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
COMMISSIONERS	0217	KENTUCKY ASSOCIATION	\$200,000	6-30-93
OFFICE MANAGER	_____	OF COUNTIES	200,000	6-30-93
_____	_____	ALL LINES FUND	_____	_____

I Certify that the insurance and bond coverage shown is currently effective and copies of the insurance policies are on file with our office.

2/23/93
Date

Roy Short
Chairman/Secretary

EXHIBIT B

REQUEST FOR PAYMENT WITH RESPECT TO
ASSISTANCE AGREEMENT DATED _____

Request No. _____

Dated _____

Original sent to: Kentucky Infrastructure Authority
Room 075, Capitol Annex
Frankfort, Kentucky 40601

FROM: _____ ("Governmental Agency")

Gentlemen:

The above identified Governmental Agency has entered into an Assistance Agreement with the Kentucky Infrastructure Authority (the "Authority") for the acquisition and construction of facilities described in the Assistance Agreement as the "project".

Pursuant to the Assistance Agreement, we hereby certify that we have incurred the following expenses in connection with the Project and that the Authority's funding share of these expenses is in the amount so denoted in this request totaling \$_____.

Documentation supporting the expenses incurred and identified per this request are attached.

ELIGIBLE PROJECT EXPENSES INCURRED

<u>Contractor</u>	<u>Expenses this Request</u>	<u>Expenses to Date</u>
-------------------	--------------------------------------	---------------------------------

Total

ALLOCATION OF FUNDING FOR EXPENSES

<u>Funding Source</u>	<u>Portion of Expenses this Request</u>	<u>Portion of Expenses Total to Date</u>
-----------------------	---	--

Totals

Respectfully submitted,

North Mercer Water District
Governmental Agency

By Roy Short

Title Chairman

Certificate of Consulting Engineers as to
Payment Request

The undersigned, a duly qualified and licensed Engineer hereby certifies that he or she represents the Governmental Agency submitting this request in connection with the "Eligible Project" and that all expenses represented in this request were duly incurred for the Construction of the "Project," that the Authority's funding share of these expenses is accurately represented and that such expenses have not been the subject of any request for disbursement previously submitted.

Engineer/Consultant

Firm Name

EXHIBIT C
SCHEDULE OF SERVICE CHARGES

SEE ATTACHED

NORTH MERCER WATER DISTRICT
P. O. BOX 79
SALVISA, KENTUCKY 40372

First	1,000 Gallons @ \$9.00	Minimum Bill
Next	2,000 Gallons @ 3.85	Per 1000 gallons
Next	2,000 Gallons @ 3.60	Per 1000 gallons
Next	5,000 Gallons @ 3.40	Per 1000 gallons
All Over	10,000 Gallons @ 3.25	Per 1000 gallons

Effective December 1, 1992

1,000	\$ 9.00	7,000	\$ 30.70	13,000	\$ 50.65	19,000	\$ 70.15
1,100	\$ 9.39	7,100	\$ 31.04	13,100	\$ 50.98	19,100	\$ 70.48
1,200	\$ 9.77	7,200	\$ 31.38	13,200	\$ 51.30	19,200	\$ 70.80
1,300	\$ 10.16	7,300	\$ 31.72	13,300	\$ 51.63	19,300	\$ 71.15
1,400	\$ 10.54	7,400	\$ 32.06	13,400	\$ 51.95	19,400	\$ 71.48
1,500	\$ 10.93	7,500	\$ 32.40	13,500	\$ 52.28	19,500	\$ 71.78
1,600	\$ 11.31	7,600	\$ 32.74	13,600	\$ 52.60	19,600	\$ 72.10
1,700	\$ 11.70	7,700	\$ 33.08	13,700	\$ 52.93	19,700	\$ 72.45
1,800	\$ 12.08	7,800	\$ 33.42	13,800	\$ 53.25	19,800	\$ 72.75
1,900	\$ 12.47	7,900	\$ 33.76	13,900	\$ 53.58	19,900	\$ 73.07
2,000	\$ 12.85	8,000	\$ 34.10	14,000	\$ 53.90	20,000	\$ 73.40
2,100	\$ 13.24	8,100	\$ 34.44	14,100	\$ 54.23	20,100	\$ 73.73
2,200	\$ 13.62	8,200	\$ 34.78	14,200	\$ 54.55	20,200	\$ 74.05
2,300	\$ 14.00	8,300	\$ 35.12	14,300	\$ 54.88	20,300	\$ 74.38
2,400	\$ 14.39	8,400	\$ 35.46	14,400	\$ 55.20	20,400	\$ 74.70
2,500	\$ 14.78	8,500	\$ 35.80	14,500	\$ 55.53	20,500	\$ 75.03
2,600	\$ 15.16	8,600	\$ 36.14	14,600	\$ 55.85	20,600	\$ 75.35
2,700	\$ 15.55	8,700	\$ 36.48	14,700	\$ 56.18	20,700	\$ 75.68
2,800	\$ 15.93	8,800	\$ 36.82	14,800	\$ 56.50	20,800	\$ 76.00
2,900	\$ 16.31	8,900	\$ 37.16	14,900	\$ 56.83	20,900	\$ 76.32
3,000	\$ 16.70	9,000	\$ 37.50	15,000	\$ 57.15	21,000	\$ 76.65
3,100	\$ 17.06	9,100	\$ 37.84	15,100	\$ 57.48	21,100	\$ 76.98
3,200	\$ 17.42	9,200	\$ 38.18	15,200	\$ 57.80	21,200	\$ 77.30
3,300	\$ 17.78	9,300	\$ 38.52	15,300	\$ 58.13	21,300	\$ 77.63
3,400	\$ 18.14	9,400	\$ 38.86	15,400	\$ 58.45	21,400	\$ 77.95
3,500	\$ 18.50	9,500	\$ 39.20	15,500	\$ 58.78	21,500	\$ 78.28
3,600	\$ 18.86	9,600	\$ 39.54	15,600	\$ 59.10	21,600	\$ 78.60
3,700	\$ 19.22	9,700	\$ 39.88	15,700	\$ 59.43	21,700	\$ 78.95
3,800	\$ 19.58	9,800	\$ 40.22	15,800	\$ 59.75	21,800	\$ 79.25
3,900	\$ 19.94	9,900	\$ 40.56	15,900	\$ 60.08	21,900	\$ 79.57
4,000	\$ 20.30	10,000	\$ 40.90	16,000	\$ 60.40	22,000	\$ 79.90
4,100	\$ 20.66	10,100	\$ 41.23	16,100	\$ 60.73	22,100	\$ 80.23
4,200	\$ 21.02	10,200	\$ 41.55	16,200	\$ 61.05	22,200	\$ 80.55
4,300	\$ 21.38	10,300	\$ 41.88	16,300	\$ 61.38	22,300	\$ 80.88
4,400	\$ 21.74	10,400	\$ 42.20	16,400	\$ 61.70	22,400	\$ 81.20
4,500	\$ 22.10	10,500	\$ 42.53	16,500	\$ 62.03	22,500	\$ 81.53
4,600	\$ 22.46	10,600	\$ 42.85	16,600	\$ 62.35	22,600	\$ 81.85
4,700	\$ 22.82	10,700	\$ 43.18	16,700	\$ 62.68	22,700	\$ 82.18
4,800	\$ 23.18	10,800	\$ 43.50	16,800	\$ 63.00	22,800	\$ 82.50
4,900	\$ 23.54	10,900	\$ 43.83	16,900	\$ 63.33	22,900	\$ 82.83
5,000	\$ 23.90	11,000	\$ 44.15	17,000	\$ 63.65	23,000	\$ 83.15
5,100	\$ 24.24	11,100	\$ 44.48	17,100	\$ 63.98	23,100	\$ 83.48
5,200	\$ 24.58	11,200	\$ 44.80	17,200	\$ 64.30	23,200	\$ 83.80
5,300	\$ 24.92	11,300	\$ 45.13	17,300	\$ 64.63	23,300	\$ 84.13
5,400	\$ 25.26	11,400	\$ 45.45	17,400	\$ 64.95	23,400	\$ 84.45
5,500	\$ 25.60	11,500	\$ 45.78	17,500	\$ 65.28	23,500	\$ 84.78
5,600	\$ 25.94	11,600	\$ 46.10	17,600	\$ 65.60	23,600	\$ 85.10
5,700	\$ 26.28	11,700	\$ 46.43	17,700	\$ 65.93	23,700	\$ 85.43
5,800	\$ 26.62	11,800	\$ 46.75	17,800	\$ 66.25	23,800	\$ 85.75
5,900	\$ 26.96	11,900	\$ 47.08	17,900	\$ 66.57	23,900	\$ 86.08
6,000	\$ 27.30	12,000	\$ 47.40	18,000	\$ 66.90	24,000	\$ 86.40
6,100	\$ 27.64	12,100	\$ 47.73	18,100	\$ 67.23	24,100	\$ 86.73
6,200	\$ 27.98	12,200	\$ 48.05	18,200	\$ 67.55	24,200	\$ 87.05
6,300	\$ 28.32	12,300	\$ 48.38	18,300	\$ 67.88	24,300	\$ 87.38
6,400	\$ 28.66	12,400	\$ 48.70	18,400	\$ 68.20	24,400	\$ 87.70
6,500	\$ 29.00	12,500	\$ 49.03	18,500	\$ 68.53	24,500	\$ 88.03
6,600	\$ 29.34	12,600	\$ 49.35	18,600	\$ 68.85	24,600	\$ 88.35
6,700	\$ 29.68	12,700	\$ 49.68	18,700	\$ 69.18	24,700	\$ 88.68
6,800	\$ 30.02	12,800	\$ 50.00	18,800	\$ 69.50	24,800	\$ 89.00
6,900	\$ 30.36	12,900	\$ 50.33	18,900	\$ 69.82	24,900	\$ 89.33
						25,000	\$ 89.65

RESOLUTION _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTH MERCER COUNTY WATER DISTRICT, KENTUCKY APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE NORTH MERCER COUNTY WATER DISTRICT AND THE KENTUCKY INFRASTRUCTURE AUTHORITY.

WHEREAS, the Board of Commissioners ("governing authority") of the Mercer County Water District ("Governmental Agency") previously acquired and constructed certain facilities and improvements to the Governmental Agency's Water System (the "Project"), which Project was permanently financed pursuant to an assistance agreement dated as of June 1, 1988 (the "Prior Assistance Agreement") between the Governmental Agency and the Kentucky Infrastructure Authority (the "Authority"); and

WHEREAS, as a result of a more favorable interest rate environment, the Authority has issued its \$20,250,000 Kentucky Infrastructure Authority Governmental Agencies Program Revenue and Revenue Refunding Bonds, 1993 Series E (the "Bonds"), which Bonds enable the Authority to pass interest cost savings on to the Governmental Agency; and

WHEREAS, in order to obtain the benefit of such interest cost savings, the Governmental Agency is required to enter into a new Assistance Agreement with the Authority;

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the North Mercer County Water District, as follows:

SECTION 1. That the governing authority hereby approves and authorizes the Assistance Agreement between the Governmental Agency and the Authority substantially in the form on file with the Governmental Agency for the purpose of providing the necessary financing to the Governmental Agency for the Project.

SECTION 2. That any officer of the Governmental Agency be and hereby is authorized, directed and empowered to execute necessary documents or agreements, and to otherwise act on behalf of the Governmental Agency to effect such financing.

SECTION 3. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____ March 29, 1993 _____.

Roy Short
Presiding Officer

Attest:
John P. Higgale

Title: Sec

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Recording Officer of the North Mercer County Water District; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said District at a meeting duly held on March 29, 1993; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this 29th
day of March, 1993.

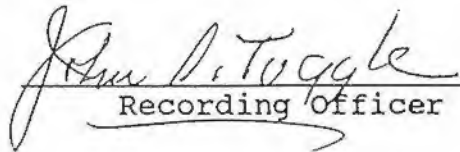

Recording Officer

EXHIBIT E

THOMAS M. JONES
ATTORNEY AT LAW
LAWRENCEBURG, KY. 40342
502/839-4527

GORDON BUILDING

P.O. BOX 178

April 1st, 1993

Kentucky Infrastructure Authority
Room 075, Capitol Annex
Frankfort, Kentucky

RE: Assistance Agreement by and between Kentucky
Infrastructure Authority and the North Mercer County
Water District dated as of April 1, 1993

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the North Mercer County Water District, hereinafter referred to as the "Governmental Agency". I am familiar with the organization and existence of the Governmental Agency and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the infrastructure project (the "Project") with respect to which the Assistance Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Governmental Agency is being authorized, executed and delivered.

I have reviewed the form of Assistance Agreement by and between the Authority and the Governmental Agency, the resolution of the governing authority authorizing the execution and delivery of said Assistance Agreement with respect to the Project being refinanced.

Based upon my review I am of the opinion that:

1) The Governmental Agency is a duly organized and existing political subdivision or body politic of the Commonwealth of Kentucky validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Assistance Agreement has been duly executed and delivered by the Governmental Agency and is a valid and binding obligation of the Governmental Agency enforceable in accordance with its terms, except to the extent that the

enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Governmental Agency has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Assistance Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the refinancing of the Project.

4) The Service Charges, as defined in the Assistance Agreement, are in full force and effect and have been duly and lawfully adopted by the Governmental Agency.

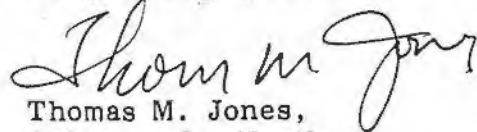
5) The execution and delivery of the Assistance Agreement and the performance by the Governmental Agency of its obligations thereunder does not and will not conflict with, violate or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Governmental Agency, or any of its properties or assets. The Governmental Agency has obtained each and every authorization, consent, permit, approval or license of, or filing or registration with, any court or governmental department, commission, board, bureau, agency or instrumentality, or any specifically granted exemption from any of the foregoing, that is necessary to the valid execution, delivery or performance by the Governmental Agency of the Assistance Agreement and the imposition of the Service Charges.

6) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Governmental Agency, (ii) the right or title of the members and officers of the Governmental Agency to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Assistance Agreement or the application of any monies or security therefor, (iv) the validity or enforceability of the Service Charges or (v) that would have a material adverse impact on the ability of the Governmental Agency to perform its obligations under the Assistance Agreement.

7) None of the proceedings or authority heretofore had or taken by the Governmental Agency for the authorization, execution or delivery of the Assistance Agreement has or have been repealed, rescinded or revoked.

8) All Proceedings and actions of the Governmental Agency with respect to which the Assistance Agreement is to be delivered were had or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Very truly yours.

A handwritten signature in cursive script that reads "Thomas M. Jones". The signature is written in dark ink and is positioned above the typed name.

Thomas M. Jones,
Attorney for North
Mercer Water District

TMJ:spm

EXHIBIT F

TO ASSISTANCE AGREEMENT BETWEEN
NORTH MERCER COUNTY WATER DISTRICT
("GOVERNMENTAL AGENCY") AND
THE KENTUCKY INFRASTRUCTURE AUTHORITY

Total Loan to be Repaid by
Governmental Agency to
Kentucky Infrastructure Authority \$944,740.72

Principal payable on each July 1

Interest payable on each
January 1 and July 1

It is understood and agreed by the parties to this Assistance Agreement that this Exhibit F is an integral part of the Assistance Agreement between the Governmental Agency and the Kentucky Infrastructure Authority.

IN WITNESS WHEREOF, the parties have caused this Exhibit F to Assistance Agreement to be executed by their respective duly authorized officers as of the date of said Assistance Agreement.

KENTUCKY INFRASTRUCTURE AUTHORITY

By Marilyn Eaton-Thomas

Title Secretary / Treasurer

NORTH MERCER COUNTY WATER DISTRICT
Governmental Agency

By Roy Short

Title Chairman

ATTEST:

John D. Fogyle
Title Sec

COMMONWEALTH OF KENTUCKY
THE KENTUCKY INFRASTRUCTURE AUTHORITY
Advance Refunding and New Money Analysis

Net Refunding Debt Service, City of North Mercer

Date	Principal	Interest Rate	Interest	Service Fee 0.100%	Reserve Principal	Reserve Interest	Total Debt Service	Annual Debt Service
04/07/93								
07/01/93	23,380.24	2.500%	16,718.77	314.91	-992.22	-2,447.90	36,973.81	36,973.81
01/01/94			24,785.91	460.68	0.00	-2,414.21	22,832.38	
07/01/94	19,817.00	3.000%	24,785.91	460.68	-1,068.14	-2,410.34	41,585.11	64,417.49
01/01/95			24,488.65	450.77	0.00	-2,374.14	22,565.29	
07/01/95	20,380.25	3.750%	24,488.65	450.77	-1,154.03	-2,369.93	41,795.71	64,361.00
01/01/96			24,106.52	440.58	0.00	-2,330.88	22,216.22	
07/01/96	21,061.76	4.000%	24,106.52	440.58	-1,216.97	-2,326.50	42,065.41	64,281.63
01/01/97			23,685.29	430.05	0.00	-2,285.40	21,829.94	
07/01/97	22,126.09	4.200%	23,685.29	430.05	-1,308.43	-2,280.59	42,652.41	64,482.35
01/01/98			23,220.64	418.99	0.00	-2,236.49	21,403.14	
07/01/98	22,515.25	4.400%	23,220.64	418.99	-1,378.63	-2,074.37	42,701.89	64,105.03
01/01/99			22,725.31	407.73		-2,031.27	21,101.76	
07/01/99	21,678.46	4.600%	22,725.31	407.73		-2,031.27	42,780.22	63,881.98
01/01/00			22,226.70	396.89		-2,031.27	20,592.32	
07/01/00	22,643.90	4.800%	22,226.70	396.89		-2,031.27	43,236.22	63,828.54
01/01/01			21,683.25	385.57		-2,031.27	20,037.54	
07/01/01	24,331.50	5.000%	21,683.25	385.57		-2,031.27	44,369.05	64,406.59
01/01/02			21,074.96	373.40		-2,031.27	19,417.09	
07/01/02	25,136.02	5.100%	21,074.96	373.40		-2,031.27	44,553.11	63,970.21
01/01/03			20,433.99	360.84		-2,031.27	18,763.55	
07/01/03	26,026.07	5.200%	20,433.99	360.84		-2,031.27	44,789.62	63,553.18
01/01/04			19,757.31	347.82		-2,031.27	18,073.86	
07/01/04	28,282.61	5.250%	19,757.31	347.82		-2,031.27	46,356.47	64,430.33
01/01/05			19,014.89	333.68		-2,031.27	17,317.30	
07/01/05	29,026.38	5.375%	19,014.89	333.68		-2,031.27	46,343.69	63,660.99
01/01/06			18,234.81	319.17		-2,031.27	16,522.71	
07/01/06	31,068.56	5.400%	18,234.81	319.17		-2,031.27	47,591.27	64,113.98
01/01/07			17,395.96	303.63		-2,031.27	15,668.32	
07/01/07	33,273.44	5.500%	17,395.96	303.63		-2,031.27	48,941.76	64,610.08
01/01/08			16,480.94	287.00		-2,031.27	14,736.66	
07/01/08	34,182.93	5.625%	16,480.94	287.00		-2,031.27	48,919.59	63,656.26
01/01/09			15,519.54	269.91		-2,031.27	13,758.18	
07/01/09	36,466.13	5.750%	15,519.54	269.91		-2,031.27	50,224.31	63,982.49
01/01/10			14,471.14	251.67		-2,031.27	12,691.54	
07/01/10	38,335.07	5.750%	14,471.14	251.67		-2,031.27	51,026.61	63,718.16
01/01/11			13,369.01	232.50		-2,031.27	11,570.24	
07/01/11	40,713.94	5.750%	13,369.01	232.50		-2,031.27	52,284.18	63,854.43
01/01/12			12,198.48	212.15		-2,031.27	10,379.36	
07/01/12	42,810.70	5.750%	12,198.48	212.15		-2,031.27	53,190.07	63,569.43
01/01/13			10,967.68	190.74		-2,031.27	9,127.15	
07/01/13	44,313.37	5.750%	10,967.68	190.74		-2,031.27	53,440.52	62,567.66
01/01/14			9,693.67	168.59		-2,031.27	7,830.98	
07/01/14	48,157.63	5.750%	9,693.67	168.59		-2,031.27	55,988.61	63,819.59
01/01/15			8,309.14	144.51		-2,031.27	6,422.37	
07/01/15	51,592.09	5.750%	8,309.14	144.51		-2,031.27	58,014.46	64,436.84
01/01/16			6,825.86	118.71		-2,031.27	4,913.30	
07/01/16	54,099.51	5.750%	6,825.86	118.71		-2,031.27	59,012.81	63,926.12
01/01/17			5,270.50	91.66		-2,031.27	3,330.89	
07/01/17	57,618.45	5.750%	5,270.50	91.66		-2,031.27	60,949.34	64,280.23
01/01/18			3,613.97	62.85		-2,031.27	1,645.55	
07/01/18	125,703.36	5.750%	3,613.97	62.85	-64,982.54	-2,031.27	62,366.37	64,011.92
01/01/19			0.00	0.00			0.00	
07/01/19		0.000%	0.00	0.00			0.00	0.00
01/01/20			0.00	0.00			0.00	
07/01/20		0.000%	0.00	0.00			0.00	0.00
01/01/21			0.00	0.00			0.00	
Total	944,740.72		855,827.04	15,235.09	-72,100.96	-106,801.60	1,636,900.30	1,636,900.30

EXHIBIT G

ADDITIONAL COVENANTS AND AGREEMENTS

NONE

AUDIT REVIEW SHEET

Borrower: North Merced Water District

Fiscal Year End: 12-31-92

1. Findings by auditor which may affect the borrowers ability to repay the loan.

No.

2. Did the auditor issue an unqualified opinion, if not explain?

Yes.

3. Was there a substantial difference in current revenue as compared with prior year revenue and explain?

No. Revenues for FY 92 were \$519,477 which were up 29% over FY 91.

4. Was there a substantial difference in current expenses as compared with prior year expenses and explain?

No. Expenses for FY 92 were \$323,051 which were up 59% over FY 91.

5. Did the borrower incur new debt and if so, list in detail?

No.

6. Did the auditor issue a single audit report on the internal control structure used to administer federal financial assistance programs? N/A.

If so, were there any reportable conditions relating to significant deficiencies in the design or operation of the internal control structure that could adversely affect the borrower's ability to administer federal financial assistance programs in accordance with applicable laws and regulations?

7. Is the borrower meeting KIA debt service payments in a timely manner?

Yes.

8. Overall opinion of the borrower's continued ability to service KIA loan payments? (analysis attached).

Good. The District had cash - unrestricted of \$ 583,430 at 12/31/92

Reviewer's signature: _____

Marcus Close

Date: _____

8/26/93

REVISED 1/93
C:\MENU\AUDITRE

Analysis Revenue / Expense / R/S

12-31-92

<i>Operating Revenues</i>	<i>\$ 519,477</i>
<i>Operating Expenses</i>	<i><u>323,051</u></i>
<i>Operating Income</i>	<i>196,426</i>
<i>D/S</i>	<i>< 147,318 ></i>

Net Income Cash \$ 49,108

Mair

North Mercer ~~Water~~ District

P. O. BOX 79

SALVISA, KENTUCKY 40372

RECEIVED
KENTUCKY
INFRASTRUCTURE
AUTHORITY

December 14, 1992

Kentucky Infrastructure Authority
45 Capitol Annex
Frankfort, Kentucky 40601

Our auditors, Harold D. Lanham, PSC, are conducting an audit of our financial statements. Please confirm directly to them the following information relating to our note payable to you at December 31, 1992.

Date of note:	<u>July 8, 1988</u>
Original amount of note:	\$ <u>850,270.74</u>
Unpaid principal balance:	\$ <u>811,034.37 (A)</u>
Maturity date:	<u>July 1, 2018</u>
Interest rate:	<u>5.25% - 7.85%</u>
Date to which interest has been paid:	<u>1/1/93 (A)</u>
Description of collateral:	<u>First pledge on revenues of the system.</u>

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.

After signing and dating your reply, please mail it directly to
Harold D. Lanham, PSC
P.O. Box 307
Harrodsburg, Kentucky 40330
in the enclosed return envelope.

Very truly yours,

Frances Brock

North Mercer Water District

(A) Please Provide

To: Harold D. Lanham

The above information regarding the obligation from North Mercer Water District agrees with our records at December 31, 1992 with the following exceptions (if any):

If there are any direct or contingent liabilities to you not otherwise indicated above, please list:

PLEASE BE ADVISED THAT NORTH MERCER RECEIVED \$500,000 FROM THE
AUTHORITY FOR A WATER RESOURCES

Signature: Marie Close

Title: Financial Analyst

Date: 1/4/93

AUDIT REVIEW SHEET

Loan: Pre 88 & B1 91-06

Applicant: North Mercer Water District

For Fiscal Year: December 31, 1991

1. **Findings by the auditor which may effect applicant's ability to repay the loan:**
No Negative Findings.
2. **Substantial revenue differences and possible reasons:**
Revenues for FY 91 were \$508,464. Revenues were up in 1991 by \$10,666.
3. **Substantial expense differences and possible reasons:**
There was an decrease in operating expense of \$7,481 net of depreciation in FY 91. Total operating expenses per my analysis was \$298,298.
4. **Substantial differences in current debt service expense and if so, the new debt which has been incurred:**
None. Debt Service requirements in FY 91 were \$152,730. Anticipated Debt Service Payments for FY 92 are \$152,502.
5. **Opinion of applicant's continued ability to service the KIA loan (analysis attached):**
Good. My cash flow analysis reflects a net income of \$57,436.
6. **Is applicant meeting KIA debt service payments in a timely manner:** YES.
7. **General Comments:**
The carrying amount of the cash at 12/31/91 was \$603,138.

Reviewer's Signature: _____

Maive Close

Date: _____

6-12-92

Audit Review Analysis

Review Date: June 12, 1992

Reviewer: Marcie Close

~~City of~~ **North Mercer Water District
Cash Flow Analysis
For the Year Ended December 31, 1991**

REVENUES

Operating Revenues

\$ 508,464

EXPENSES

Operating Expenses

298,298

Debt Service Payments

152,730

TOTAL EXPENSES

451,028

NET INCOME

\$ 57,436
=====

HAROLD D. LANHAM, PSC

Certified Public Accountants

P.O.Box 307

113 East Poplar Street

Harrodsburg, Kentucky 40330

(606) 734-5439

RECEIVED

MAR 6 9 29 AM '92

KENTUCKY
INFRASTRUCTURE
AUTHORITY
Kentucky Society of CPA's
American Institute of CPA's

Harold D. Lanham, CPA

Lois K. Boggs, CPA

AUDITOR'S SUPPLEMENTAL LETTER

United States Department of Agriculture
Farmer's Home Administration
3161 Custer Drive
Lexington, KY 40517-4511

Chairman and Commissioners
North Mercer Water District
Salvisa, Ky. 40372

RE: North Mercer Water District

We have audited the general purpose financial statement of North Mercer Water District as of December 31, 1991 and 1990 and for the years then ended. Our audit was made in accordance with generally accepted auditing standards and GOVERNMENTAL AUDITING STANDARDS, issued by the Comptroller General of the United States and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances. We have issued our report thereon dated January 17, 1992.

As part of our audit we reviewed and tested the District's system of internal accounting control to the extent we considered necessary to evaluate the system as required by generally accepted auditing standards and GOVERNMENTAL AUDITING STANDARDS, issued by the Comptroller General of the United States. Under these standards, the purpose of such evaluation is to establish a basis for reliance thereon in determining the nature, timing and extent of other auditing procedures that are necessary for expressing an opinion on the financial statements. Additionally, our audit included procedures necessary in our judgment to determine compliance with regulations, policies, and procedures prescribed by FmHA, insofar as such compliance review was necessary under the provisions set forth in the Audit Guide for FmHA borrowers dated December, 1989.

The objective of internal accounting control is to provide reasonable, but not absolute, assurance as to the safeguarding of assets against loss from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of a system of internal control should not exceed the benefits derived and also recognizes that the evaluation of these factors necessarily requires estimates and judgments by management.

There are inherent limitations that should be recognized in considering the potential effectiveness of any system of internal control. In the performance of most control procedures, errors can

North Mercer Water District

result from misunderstanding of instructions, mistakes of judgment, carelessness or other personal factors. Control procedures whose effectiveness depends upon segregation of duties can be circumvented by collusion. Similarly, control procedures can be circumvented intentionally by management with respect either to the estimates and judgments required in the preparation of financial statements. Further, projection of any evaluation of internal control to future periods is subject to the risk that the procedures may become inadequate because of changes in conditions and that the degree of compliance with the procedures may deteriorate.

Based on this understanding and on our study, we believe North Mercer Water District's procedures would be adequate for the Agency's purposes. Therefore, we have no recommendations for any changes at this time. Items listed are for consideration only and are not to be interpreted as recommendations.

Physical control over assets is considered to be adequate under the circumstances.

North Mercer Water District has substantially complied with the Bond Resolution of the Waterworks Revenue Bonds of 1988. However, the following are certain exceptions noted during the course of our audit:

1. Funds held in the State Bank & Trust Company as of December 31, 1990 and 1989 were in excess of \$100,000 insured by FDIC. The State Bank's response did not indicate any securities pledged specifically for the excess funds being held at the financial institution.
2. No documentation has been provided to confirm that the District has complied with KRS 74.030 (regarding the hiring of outside legal counsel). However, legal counsel advised that proper procedures had been followed.

The financial reports included in the audit are in agreement with the accounting records of the District. There were no material or unusual adjustments that were required to be made.

During the year funds were on deposit with financial institutions that were insured by FDIC and FSLIC. However, one of the District's depositories (State Bank) did not indicate that it had pledged any assets as security for funds held in excess of \$100,000.

Insurance and fidelity bond coverage is being maintained as required by FmHA. The District should review insurance and fidelity bond coverage periodically to determine that adequate coverage is in force.

The District may want to consider the following and document implementation.

1. Segregation of clerical duties of employees to the extent practical to provide better internal control.
2. Discontinue occasional practice of having commissioner sign blank checks.
3. Maintenance of personnel files on each employee including information such as application, hire date, wage approvals, pay raises, vacations, etc.
4. Use of a corporate minute book to provide a permanent binding rather than loose leaf sheets.
5. Adoption of a vacation policy for employees.

Information presented previously to the Commissioners for their consideration to improve internal control, operation efficiencies and compliance have been partially implemented.

This letter is intended for use in connection with the project to which it refers and should not be used for any other purpose.



Harold D. Lanham
Certified Public Accountant

January 17, 1992

ADDITIONAL INFORMATION SHEET

Name of FmHA Borrower NORTH MERCER WATER DISTRICT

Name of Current Contact Person and Telephone Number FRANCES BROCK (606) 865-2292

Governing Body:

<u>Name</u>	<u>Address</u>	<u>Expiration Term of Office</u>
Chairman Commissioner AUBREY MORRIS	SALVISA, KY 40372	6-29-94
Secretary Commissioner JOHN TUGGLE	HARRODSBURG, KY 40330	6-29-92
Treasurer Commissioner ROY SHORT	SALVISA, KY 40372	6-29-92
XXXXXXXXXXXX Manager FRANCES BROCK	SALVISA, KY 40372	N/A
Commissioner		
Commissioner		

Breakdown of Users:

(For System Extension Funded w/FmHA Grant Funds)

Residential Users _____
 Commercial Users w/
 residential size service _____
 Commercial Users _____
 Date of Verification _____

Ethnic Race Breakdown:

White..... 1657
 Black..... 20
 Hispanic.....
 Asian/PI..... 1
 Am. Indian/AN.....

Certified Operator:

Certified Operator Employed: Yes No.

SUPPLEMENTAL DATA

The Following Data Should Be Supplied Where Applicable

Circle One

1. ALL BORROWERS
- a. Are deposited funds in institutions insured by the Federal Government? Yes No
 - b. Are you exempt from Federal Income Tax? Yes No
 - c. Are Local, State and Federal taxes paid current? N/A Yes No
 - d. Is corporate status in good standing with State? Yes No
 - e. List kinds and amounts of insurance and fidelity bond: Complete Only when submitting annual budget information:

Insurance Coverage and Policy Number	Insurance Company and Address	Amount of Coverage	Expiration Date of Policy
Property Insurance			
Policy # _____	_____	_____	_____
Liability			
Policy # _____	_____	_____	_____
Fidelity			
Policy # _____	_____	_____	_____

2. RECREATION AND GRAZING ASSOCIATION BORROWERS ONLY

	Current Quarter	Year To Date
a. Number of Members	_____	_____

3. WATER AND/OR SEWER UTILITY BORROWERS ONLY

a. Water purchased or produced (CU FT - GAL) purchased/gallons	_____	125,773,431
b. Water sold (CU FT - GAL)	_____	112,942,080
c. Treated waste (CU FT - GAL)	_____	_____
d. Number of users - water	_____	1678
e. Number of users - sewer	_____	_____

4. OTHER UTILITIES

a. Number of users	_____	_____
b. Product purchased	_____	_____
c. Product sold	_____	_____

5. HEALTH CARE BORROWERS ONLY

a. Number of beds	_____	_____
b. Patient days of care	_____	_____
c. Percentage of occupancy	_____ %	_____ %
d. Number of outpatient visits	_____	_____

6. DISTRIBUTION OF ALL CASH AND INVESTMENTS*

Indicate balances in the following accounts:

	Construction	Revenue	Debt Service	Operation & Maintenance	Reserve	All Others	Grand Total
Cash	\$ _____	\$ _____	\$ _____	\$ 85,787	\$ _____	\$ 75	\$ 85,862
Savings and Investments	\$ 69,620	\$ 206,595	\$ 37,238	\$ _____	\$ 136,692	\$ 67,131	\$ 517,276
Total	\$ 69,620	\$ 206,595	\$ 37,238	\$ 85,787	\$ 136,692	\$ 67,206	\$ 603,138

7. AGE ACCOUNTS RECEIVABLE AS FOLLOWS:

	Days				* Total
	0-30	31-60	61-90	91 and Older	
Dollar Values	\$ 47,361	\$ 4,426	\$ 2,092	\$ 7,073	\$ 60,954
Number of Accounts	1678	124	59	197	2,058

Totals must agree with those on Balance Sheet.

(This Attachment may be used in lieu of "Supplemental a," Attachment 2, Page 2, to provide appropriate evidence of insurance and bond coverage.)

CERTIFICATE OF INSURANCE

Property Insurance:

<u>Property Description</u>	<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
<u>Fixed Assets</u>	<u>0217</u>	<u>Kentucky Association of Counties</u> <u>All Lines Fund</u>	<u>\$ 2,000,000</u>	<u>6-30-92</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Liability Insurance:

<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
<u>0217</u>	<u>Kentucky Association of Counties</u> <u>All Lines Fund</u>	<u>\$ 1,000,000</u>	<u>6-30-92</u>
_____	_____	_____	_____

Workman's Compensation:

<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
<u>0217</u>	<u>Kentucky Association of Counties/KLC</u> <u>Self Insurance Fund</u>	<u>Statutory</u>	<u>6-30-92</u>
_____	_____	_____	_____

Floodplain Insurance:

<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
_____	<u>Included in property insurance</u>	_____	_____
_____	_____	_____	_____

Fidelity Bond Coverage:

<u>Position Bonded</u>	<u>Policy#</u>	<u>Insurance Co. & Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
<u>Commissioners</u>	<u>0217</u>	<u>Kentucky Association of Counties</u>	<u>\$ 200,000</u>	<u>4-1-92</u>
<u>Office Manager.</u>	_____	<u>All Lines Fund</u>	<u>100,000</u>	<u>4-1-92</u>
_____	_____	_____	_____	_____

I Certify that the insurance and bond coverage shown is currently effective and copies of the insurance policies are on file with our office.

3-4-92

Date

Alfred J. Morris, Chm.

Chairman/Secretary

North Mercer Water District RECEIVED

P. O. BOX 79

SALVISA, KENTUCKY 40372

JAN 14 9 04 AM '92

KENTUCKY
INFRASTRUCTURE
AUTHORITY

January 11, 1992

Kentucky Infrastructure Authority
45 Capitol Annex
Frankfort, Kentucky 40601

Our auditors, Harold D. Lanham, PSC, are conducting an audit of our financial statements. Please confirm directly to them the following information relating to our note payable to you at December 31, 1991.

Date of note:	<u>July 8, 1988</u>
Original amount of note:	\$ <u>850,270.74</u>
Unpaid principal balance:	\$ <u>821,432.29</u> (A)
Maturity date:	<u>July 1, 2018</u>
Interest rate:	<u>5.25% - 7.85%</u>
Date to which interest has been paid:	<u>7-01-91</u> (A)
Description of collateral:	<u>First pledge on revenues of the system.</u>

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.

After signing and dating your reply, please mail it directly to
Harold D. Lanham, PSC
P.O. Box 307
Harrodsburg, Kentucky 40330

in the enclosed return envelope.

Very truly yours,

Francis Brock

North Mercer Water District

(A) Please Provide

To: Harold D. Lanham

The above information regarding the obligation from North Mercer Water District agrees with our records at December 31, 1991 with the following exceptions (if any):

If there are any direct or contingent liabilities to you not otherwise indicated above, please list:

Signature: Marcia Choe

Title: Financial Analyst

Date: 1-14-92

AUDIT REVIEW SHEET

Applicant: NORTH MERCER WATER DISTRICT

For Fiscal Year: (FYE) DECEMBER 1989 AND '90

1. Findings by the auditor which may effect applicant's ability to repay the loan:

No Negative Findings

2. Substantial revenue differences and possible reasons:

Revenue was increased ~~from~~ ^{to} 660,000 in 1990 from 596,000 in 1989, a gain of ABOUT 10%. (Meters sales increased greatly due to increased customers, new hookups)

3. Substantial expense differences and possible reasons:

NO SUBSTANTIAL DIFFERENCES

4. Substantial differences in current debt service expense and if so, the new debt which has been incurred:

NEW DEBT WAS INCURRED IN 1988 IN THE FORM OF AN \$850,000 LOAN FROM KIA, AND IN 1989 IN THE FORM OF REVENUE BOND SERIES 1988A AND 1988 SERIES B TOTALING \$100,000 AND \$93,000 RESPECTIVELY. TOTAL ANNUAL DEBT SERVICE OF ABOUT \$150,000 BEGINS IN 1990.

5. Opinion of applicant's continued ability to service the KIA loan (analysis attached):

HAD A POSITIVE CASH FLOW OF ABOUT \$50,790 IN 1990, NET INCOME FROM OPERATIONS WAS \$22,850 (AFTER DEPRECIATION) AND \$127,180 (BEFORE DEPRECIATION). MET ITS REQUIREMENT \$139,000 IN DEBT SERVICE FOR 1990 WITHOUT A PROBLEM.

6. Is applicant meeting KIA debt service payments in a timely manner:

yes

7. General comments:

Reviewer's Signature: J. Eric Goffman

Date: MARCH 29, 1991

Revised 3-29-91
(FYE) December 31, 1989 and 1990

North Mercer Water District

REVENUES:

Operating Revenues	
Metered Sales	\$481,567
Other Operating Rev.	16,231
Total	497,798

Nonoperating Revenue	
Interest Income	\$ 29,041
Gain on Sale of Fixed Asset	3,163
Interest Refund	16,831

EXPENDITURES:

Operating Expenses	\$280,151
--------------------	-----------

Nonoperating Expenses	
Interest Expense	139,502

NET INCOME: (before Depreciation)	\$127,180
--	------------------

North Mercer Water District RECEIVED

P. O. BOX 79

SALVISA, KENTUCKY 40372

JAN 3 8 38 AM '91

KENTUCKY INFRASTRUCTURE AUTHORITY

December 27, 1990

Kentucky Infrastructure Authority
45 Capitol Annex
Frankfort, Kentucky 40601

Our auditors, Harold D. Lanham, PSC, are making an audit of our financial statements. Please confirm directly to them the following information relating to our note payable to you at December 31, 1990.

Date of note: July 8, 1988 ✓
Original amount of note: \$ 850,270.74 ✓
Unpaid principal balance: \$ 831,126 (A)
Maturity date: July 1, 2018 ✓
Interest rate: 5.25% to 7.85% ✓
Date to which interest has been paid: 7/2/90 (A)
Description of collateral: First pledge on revenues of the system.

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 have that will help them reconcile the difference.

After signing and dating your reply, please mail it directly to Harold D. Lanham, PSC
P.O. Box 307
Harrodsburg, Kentucky 40330

in the enclosed envelope.

(A) Please Provide

Very truly yours,
Aubrey Morris

Aubrey Morris, Chairman
North Mercer Water District

To: Harold D. Lanham

The above information regarding the obligation from North Mercer Water District agrees with our records at December 31, 1990 with the following exceptions (if any)

If there are any direct or contingent liabilities to you not otherwise indicated above, please list:

No other KIFA loans!

Signature: Gordon E. Green

Title: Sec / Treasurer

Date: 1/8/91

Kentucky Infrastructure Authority

City of North Mercer
Loan #0009d88

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Less Reserve	Total Payment	Principal Balance
								\$850,270.72
01/01/89		\$41,576.25	5.25%	\$41,576.25	\$550.31	(\$3,808.07)	\$38,318.49	\$850,270.72
07/01/89	\$9,217.92	\$32,118.99	5.25%	\$41,336.91	\$425.14	(\$3,761.33)	\$38,000.72	\$841,052.80
01/01/90		\$31,877.02	5.50%	\$31,877.02	\$420.53	(\$2,909.96)	\$29,387.59	\$841,052.80
07/01/90	\$9,925.92	\$31,877.02	5.50%	\$41,802.94	\$420.53	(\$3,792.38)	\$38,431.09	\$831,126.88
01/01/91		\$31,604.06	5.75%	\$31,604.06	\$415.56	(\$2,875.62)	\$29,144.00	\$831,126.88
07/01/91	\$9,694.59	\$31,604.06	5.75%	\$41,298.65	\$415.56	(\$3,737.47)	\$37,976.74	\$821,432.29
01/01/92		\$31,325.34	6.00%	\$31,325.34	\$410.72	(\$2,842.08)	\$28,893.97	\$821,432.29
07/01/92	\$10,397.92	\$31,325.34	6.00%	\$41,723.26	\$410.72	(\$3,766.45)	\$38,367.52	\$811,034.37
01/01/93		\$31,013.40	6.25%	\$31,013.40	\$405.52	(\$2,806.10)	\$28,612.82	\$811,034.37
07/01/93	\$11,161.09	\$31,013.40	6.25%	\$42,174.49	\$405.52	(\$3,798.32)	\$38,781.69	\$799,873.28
01/01/94		\$30,664.62	6.45%	\$30,664.62	\$399.94	(\$2,767.49)	\$28,297.06	\$799,873.28
07/01/94	\$12,015.06	\$30,664.62	6.45%	\$42,679.68	\$399.94	(\$3,835.62)	\$39,243.99	\$787,858.22
01/01/95		\$30,277.13	6.65%	\$30,277.13	\$393.93	(\$2,725.92)	\$27,945.14	\$787,858.22
07/01/95	\$12,981.20	\$30,277.13	6.65%	\$43,258.33	\$393.93	(\$3,879.94)	\$39,772.32	\$774,877.02
01/01/96		\$29,845.50	6.75%	\$29,845.50	\$387.44	(\$2,681.00)	\$27,551.94	\$774,877.02
07/01/96	\$13,689.15	\$29,845.50	6.75%	\$43,534.65	\$387.44	(\$3,897.97)	\$40,024.12	\$761,187.87
01/01/97		\$29,383.50	6.85%	\$29,383.50	\$380.59	(\$2,633.64)	\$27,130.45	\$761,187.87
07/01/97	\$14,718.03	\$29,383.50	6.85%	\$44,101.53	\$380.59	(\$3,942.07)	\$40,540.05	\$746,469.84
01/01/98		\$28,879.40	6.95%	\$28,879.40	\$373.23	(\$2,582.72)	\$26,669.92	\$746,469.84
07/01/98	\$15,507.61	\$28,879.40	6.95%	\$44,387.01	\$373.23	(\$3,961.34)	\$40,798.91	\$730,962.23
01/01/99		\$28,340.51	7.05%	\$28,340.51	\$365.48	(\$2,529.06)	\$26,176.94	\$730,962.23
07/01/99	\$16,534.23	\$28,340.51	7.05%	\$44,874.74	\$365.48	(\$3,998.95)	\$41,241.28	\$714,428.00
01/01/2000		\$27,757.68	7.15%	\$27,757.68	\$357.21	(\$2,471.85)	\$25,643.05	\$714,428.00
07/01/2000	\$17,438.99	\$27,757.68	7.15%	\$45,196.67	\$357.21	(\$4,022.18)	\$41,531.71	\$696,989.01
01/01/2001		\$27,134.24	7.25%	\$27,134.24	\$348.49	(\$2,411.52)	\$25,071.21	\$696,989.01
07/01/2001	\$19,454.79	\$27,134.24	7.25%	\$46,589.03	\$348.49	(\$4,141.05)	\$42,796.47	\$677,534.22
01/01/2002		\$26,429.00	7.35%	\$26,429.00	\$338.77	(\$2,344.20)	\$24,423.57	\$677,534.22
07/01/2002	\$20,630.94	\$26,429.00	7.35%	\$47,059.94	\$338.77	(\$4,178.29)	\$43,220.42	\$656,903.28
01/01/2003		\$25,670.82	7.45%	\$25,670.82	\$328.45	(\$2,272.82)	\$23,726.45	\$656,903.28
07/01/2003	\$21,622.82	\$25,670.82	7.45%	\$47,293.64	\$328.45	(\$4,195.09)	\$43,427.00	\$635,280.46
01/01/2004		\$24,865.37	7.75%	\$24,865.37	\$317.64	(\$2,198.01)	\$22,985.00	\$635,280.46
07/01/2004	\$24,050.76	\$24,865.37	7.75%	\$48,916.13	\$317.64	(\$4,336.12)	\$44,897.65	\$611,229.70
01/01/2005		\$23,933.40	7.75%	\$23,933.40	\$305.61	(\$2,114.80)	\$22,124.21	\$611,229.70
07/01/2005	\$25,237.80	\$23,933.40	7.75%	\$49,171.20	\$305.61	(\$4,358.44)	\$45,118.37	\$585,991.90
01/01/2006		\$22,955.43	7.75%	\$22,955.43	\$293.00	(\$2,027.48)	\$21,220.95	\$585,991.90
07/01/2006	\$27,721.68	\$22,955.43	7.75%	\$50,677.11	\$293.00	(\$4,491.93)	\$46,478.18	\$558,270.22
01/01/2007		\$21,881.22	7.75%	\$21,881.22	\$279.14	(\$1,931.56)	\$20,228.79	\$558,270.22
07/01/2007	\$30,252.72	\$21,881.22	7.75%	\$52,133.94	\$279.14	(\$4,621.03)	\$47,792.04	\$528,017.50
01/01/2008		\$20,708.93	7.75%	\$20,708.93	\$264.01	(\$1,826.89)	\$19,146.04	\$528,017.50
07/01/2008	\$31,522.63	\$20,708.93	7.75%	\$52,231.56	\$264.01	(\$4,629.25)	\$47,866.31	\$496,494.87
01/01/2009		\$19,487.42	7.85%	\$19,487.42	\$248.25	(\$1,717.83)	\$18,017.84	\$496,494.87
07/01/2009	\$34,397.47	\$19,487.42	7.85%	\$53,884.89	\$248.25	(\$4,775.76)	\$49,357.38	\$462,097.40
01/01/2010		\$18,137.32	7.85%	\$18,137.32	\$231.05	(\$1,598.81)	\$16,769.56	\$462,097.40
07/01/2010	\$36,959.60	\$18,137.32	7.85%	\$55,096.92	\$231.05	(\$4,884.52)	\$50,443.45	\$425,137.80
01/01/2011		\$16,686.66	7.85%	\$16,686.66	\$212.57	(\$1,470.94)	\$15,428.29	\$425,137.80
07/01/2011	\$39,969.02	\$16,686.66	7.85%	\$56,655.68	\$212.57	(\$5,024.18)	\$51,844.07	\$385,168.78
01/01/2012		\$15,117.87	7.85%	\$15,117.87	\$192.58	(\$1,332.65)	\$13,977.81	\$385,168.78

07/01/2012	\$42,891.60	\$15,117.87	7.85%	\$58,009.47	\$192.58	(\$5,145.71)	\$53,056.35	\$342,277.18
01/01/2013		\$13,434.38	7.85%	\$13,434.38	\$171.14	(\$1,184.25)	\$12,421.27	\$342,277.18
07/01/2013	\$45,089.85	\$13,434.38	7.85%	\$58,524.23	\$171.14	(\$5,192.73)	\$53,502.64	\$297,187.33
01/01/2014		\$11,664.60	7.85%	\$11,664.60	\$148.59	(\$1,028.24)	\$10,784.96	\$297,187.33
07/01/2014	\$50,401.90	\$11,664.60	7.85%	\$62,066.50	\$148.59	(\$5,508.97)	\$56,706.13	\$246,785.43
01/01/2015		\$9,686.33	7.85%	\$9,686.33	\$123.39	(\$853.85)	\$8,955.87	\$246,785.43
07/01/2015	\$55,214.88	\$9,686.33	7.85%	\$64,901.21	\$123.39	(\$5,762.46)	\$59,262.14	\$191,570.55
01/01/2016		\$7,519.14	7.85%	\$7,519.14	\$95.79	(\$662.82)	\$6,952.11	\$191,570.55
07/01/2016	\$58,805.41	\$7,519.14	7.85%	\$66,324.55	\$95.79	(\$5,890.62)	\$60,529.72	\$132,765.14
01/01/2017		\$5,211.03	7.85%	\$5,211.03	\$66.38	(\$459.35)	\$4,818.06	\$132,765.14
07/01/2017	\$63,897.20	\$5,211.03	7.85%	\$69,108.23	\$66.38	(\$6,139.82)	\$63,034.79	\$68,867.94
01/01/2018		\$2,703.07	7.85%	\$2,703.07	\$34.43	(\$238.28)	\$2,499.22	\$68,867.94
07/01/2018	\$68,867.94	\$2,703.07	7.85%	\$71,571.01	\$34.43	(\$6,360.64)	\$65,244.80	(\$0.00)

Totals \$850,270.72 \$1,362,084.01 \$2,212,354.73 \$17,594.32 (\$197,338.44) \$2,032,610.61
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