

EXHIBIT M

EXHIBIT M

VENDORS/CREDITORS FOR WHICH BU SEEKS REIMBURSEMENT

1. \$ 2,166,418.97 — Veolia
 2. \$ 582,290.02 — PECCO
 3. \$ 1,460.72 — Kentucky Department of Revenue
 4. \$ 1,250.00 — Strothman
 5. \$ 28,054.01 — Old National Bank
 6. \$ 78,808.37 — The BCSD
- \$ 2,858,282.09

Fill in this information to identify the case:

Debtor 1 Bullitt Utilities, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of Kentucky

Case number 15-34000-jal

Official Form 410
Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Veolia Water Technologies, Inc.</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	Other names the creditor used with the debtor <u>Veolia Water Solutions & Technologies North America, Inc.</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: From whom? _____	
3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent? <u>Bingham Greenebaum Doll, c/o James Irving</u> <small>Name</small> <u>3500 National City Tower, 101 South Fifth St.</u> <small>Number Street</small> <u>Louisville KY 40202</u> <small>City State ZIP Code</small> Contact phone <u>(502) 587-3606</u> Contact email <u>jirving@bgdlegal.com</u>	Where should payments to the creditor be sent? (if different) <u>Veolia Water Technologies, c/o Darrin Casper</u> <small>Name</small> <u>913 Industrial Park Drive</u> <small>Number Street</small> <u>Vandalia OH 45377</u> <small>City State ZIP Code</small> Contact phone <u>(937) 665-1510</u> Contact email <u>darrin.casper@veolia.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
	Filed on _____ <small>MM / DD / YYYY</small>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 9 4 3 6

7. How much is the claim? \$ 2,166,418.97. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
Goods and services provided - see attached addendum.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____%

Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$12,475* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(6).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.


I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/16/2016
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Darrin Casper
First name Middle name Last name

Title Chief Financial Officer

Company Veolia Water Technologies, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 913 Industrial Park Drive
Number Street

Vandalia OH 45377
City State ZIP Code

Contact phone (937) 665-1510 Email darrin.casper@veolia.com

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION**

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-----X
In re:                :      Chapter 7
                    :
Bullitt Utilities, Inc., :      Case No. 15-34000-jal
                    :
                    :      Hon. Joan A. Lloyd
Alleged Debtor.      :
-----X

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**ATTACHMENT TO THE PROOF OF CLAIM
OF VEOLIA WATER TECHNOLOGIES, INC.**

Veolia Water Technologies, Inc., formerly known as Veolia Water Solutions & Technologies North America, Inc. (together, the "Claimant") hereby asserts a general unsecured claim against Bullitt Utilities, Inc. (the "Debtor").

In May of 2014, the Debtor contacted the Claimant and requested that the Claimant supply the Debtor with temporary wastewater treatment equipment. In response, the Claimant and the Debtor entered into the Mobile Water Service Agreement under which the Claimant agreed to provide services, labor and parts to the Debtor and the Debtor agreed to pay the Claimant for those services, labor and parts. A copy of the Mobile Water Service Agreement is attached hereto as Exhibit A.

The Claimant provided services, labor and parts to the Debtor from May, 2014 through June 4, 2015. However, the Debtor has not paid for those service, labor and parts. To date, the Claimant has only received a security deposit from the Debtor in the amount of \$54,250 plus two payments from the Debtor in the total amount of \$70,000. As of the date hereof, the Debtor owes the Claimant \$2,166,418.97 for unpaid services, labor and parts provided to it under the Mobile Water Service Agreement. A spreadsheet setting forth the amount owed in greater detail is attached hereto as Exhibit B.

On December 18, 2015, the Claimant and Perdue Environmental Contracting Company, Inc. filed an involuntary chapter 7 bankruptcy petition against the Debtor with the United States Bankruptcy Court for the Western District of Kentucky (the "Bankruptcy Court"). On January 20, 2016, the Bankruptcy Court entered an order for relief finding that the Debtor is a bankrupt debtor and allowing the Debtor's bankruptcy case to proceed.

The Claimant expressly reserves all rights to amend, modify, and/or supplement this proof of claim in any way, including to assert additional claims related to, without limitation, the following: (a) setoff; (b) recoupment; (c) indemnification; (d) subrogation; and (e) any rights of the Claimant pursuant to a contract or under statutory, regulatory or common law. The filing of this proof of claim is not a waiver or release of the Claimant's rights against any person, entity or property, and nothing contained herein shall limit the right of the Claimant to file any proceeding or take any action concerning the claim in this or any other court.

EXHIBIT A

(Mobile Water Service Agreement)



Solutions & Technologies

Veolia Water Solutions & Technologies North America, Inc.
Vandalia, Ohio

MOBILE WATER SERVICE AGREEMENT

This agreement ("Agreement") is entered into and is effective as of **01 June 2014 – 31 July 2014** between **Veolia Water Solutions & Technologies North America, Inc., Vandalia, Ohio, North America** (hereinafter called "Provider") and **Bullitt Utilities, Inc.** (hereinafter called "Customer").

AGREEMENT

NOW, THEREFORE, in exchange for mutual promises and good valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1 TERM

1.1 Provider shall provide to Customer water treatment services (as such term is defined in Section 3.1) at Customer's facility located at **169 Octagon Ave, Hunters Hollow, KY 40229** from **19 May 2014** (the "Initial Term") and thereafter for successive three (3) month periods ("Renewal"), unless and until terminated by either party at the end of the Initial Term or any Renewal upon not less than twenty eight (28) days prior written notice. The agreement pricing terms are as follows:

- **\$35,000 per month for Actiflo™ Turbo mobile equipment rental**
- **\$19,250 per month for Ancillary equipment, forwarding pump, filter press, sludge thickener tank, air diaphragm transfer pumps**
- **\$35,000 one-time fee for mobilization/demobilization**
- **\$54,250 refundable security deposit at termination of rental period and upon 3rd party damage assessment after return of trailer to Veolia Water**
- **\$60.00/hr. for labor for eight (8) hour shift, five (5) days per week**
- **\$90.00/hr. for labor for time and one half on Saturday's**
- **\$120.00/hr. for labor for double time on Sunday's and holidays**
- **\$1,600/per day + expenses +15% for engineering, supervision, management consulting**
- **HYDREX chemistries are purchased price per lb. but separate from mobile contract.**

In the event this Agreement is cancelled prior to the expiration of the Initial Term either 1) by Provider as a result of Customer's incurred material default or 2) by Customer for any reason, except for a material incurred default by Provider, then Customer shall pay to Provider, as liquidated damages for such cancellation and not as a penalty, with the remaining period of the Initial Term being prorated as follows: 60% at 2 weeks, 40% at 4 weeks and 20% at 8 weeks or 30 days notice given to Provider of cancellation to avoid liquidated damages.

In the event of cancellation and / or if stated specifically elsewhere in this agreement, all freight and logistics charges will be billed to the customer at cost plus 15%.



- 1.2 In the event of any cancellation or other termination of this Agreement, Customer shall permit Provider to remove its Mobiles (as such term is hereinafter defined in Section 1.6 from the Delivery Area (as such term is hereinafter defined in Section 2) as provided for in this Agreement.
- 1.3 Treated water ("Treated Water") shall mean water which has been purified to a high degree by the substantial removal of minerals, organic compounds, or other suspended or dissolved matter. Unless specifically stated elsewhere in this agreement Treated Water is not intended for consumption.
- 1.4 Mobile water treatment equipment systems ("Mobiles") are herein defined to mean one or more of the following: water de-mineralizing systems, reverse osmosis systems, clarification or filtration systems capable of easy transport. Mobiles may be skid mounted or on a mobile platform.



2 CUSTOMER'S OBLIGATIONS

- 2.1 Prior to and as a condition of Provider's obligations hereunder, Customer shall, without cost to Provider, and throughout the Initial Term and any applicable Renewal, furnish and maintain in good condition, an area at or adjacent to each plant covered by this Agreement, suitable for the ingress/egress and full utilization of Mobiles (herein defined as the "Delivery Area").
- 2.2 In order for a Delivery Area to be suitable for Mobiles, Customer must:
- (i) Prepare and/or provide a foundation sufficient to safely hold the weight of the largest Mobiles Provider anticipates may be placed in the Delivery Area,
 - (ii) Provide incoming water meeting the specifications stated in Exhibit A ("Feed Water"),
 - (iii) Provide all tankage, transfer pumps and appropriate water conduits (unless provided by Veolia Water Solutions & Technologies) ("Distribution Equipment") to deliver feed water to the Mobiles,
 - (iv) Provide Distribution Equipment to receive Treated Water from the Mobiles,
 - (v) Provide all utilities required by the Mobiles as set forth in Exhibit C,
 - (vi) Provide all security measures reasonably needed to protect the Mobiles and the Delivery Area, and
 - (vii) Obtain in writing all consents, licenses and permits required to establish and maintain the Delivery Area allowing Provider to provide the Services which are the subject of this Agreement.
- 2.3 Customer's failure to meet the feed water requirements set forth in **Exhibit A** may result in additional cleaning expenses which shall be the responsibility of Customer. Any changes in feed water pretreatment that is the responsibility of Customer shall be reviewed and approved by Provider prior to implementation of the change. Customer shall be responsible for damages that occur to the Mobiles due to changes in feed water that occur without the prior written authorization of Provider.
- 2.4 Customer is responsible for providing adequate disposal in accordance with all applicable laws and regulations for all effluent associated with normal operation of the Mobiles.
- 2.5 Offer Provider right of first refusal to meet Customer's requirements for additional Services under this Agreement. In the event Provider is unable to meet Customer's needs for additional Service, Customer may solicit Service from any alternative source at its sole discretion. Such event shall not constitute a breach of this Agreement on the part of Provider.
- 2.6 In the event equipment is damaged by Customer, the Customer accepts responsibility for cost of damages and to be recovered from the initial deposit. If repair costs exceed the deposit, the customer agrees to cover any overage and bears all costs associated with the damages.

3 PROVIDER'S OBLIGATIONS

- 3.1 Subject to Customer satisfying its obligations set forth in Sections 2.1 through 2.4, Provider shall:
- (i) Furnish and supervise installation of Mobiles at the Delivery Area,
 - (ii) Supervise connection of said Mobiles to the Distribution Equipment,
 - (iii) Process the feed water through the Mobiles, and
 - (iv) Deliver Treated Water meeting the specifications set forth in Exhibit A to the Distribution Equipment.
 - (v) Provide training to run and clean Mobiles.
- Sub-clauses (i) through (v) of this Section 3.1 are defined as (the "Services").



- 3.2 Provider may substitute other equipment, at its option and sole cost, to meet the specifications set forth in Exhibit A.
- 3.3 Upon request by Customer, provide a Certificate of Insurance listing coverages for General Liability, Automobile Liability and Workman's Compensation.
- 3.4 Provider shall provide Services subject to the exclusions set forth in **Exhibit C**.

4 ACCESS AND TITLE

Authorized representatives of Provider and Customer shall have access at all times to all Delivery Areas. Customer shall use all reasonable precautions to prevent all other persons from entering the Delivery Areas and shall not permit any persons other than authorized employees or representatives of Provider to operate, use, alter, repair, relocate, regenerate, adjust or tamper with any Mobiles or other equipment installed by Provider unless agreed to in writing by Provider. While the Mobiles are in the Delivery Area or anywhere on Customer's property, Customer shall defend Provider's right, title, and interest in said Mobiles and keep them free of all liens and encumbrances. Customer shall be liable for damage to or loss of any Mobiles or other equipment of Provider located in the Delivery Area or elsewhere on Customer's property, unless said damage or loss is caused solely by the negligent acts or omissions of Provider, its employees, agents or representatives.

Before any Mobiles are installed at any Delivery Areas, Customer will execute all documents and public filings as Provider may reasonably request to evidence Provider's ownership interest.

5 EQUIPMENT RELOCATION OR CHANGE

If Customer, for any reason, requests Provider to relocate the Mobile(s) from one Delivery Area to another, or if Provider after consultation with Customer and, in order to protect its Mobiles or improve the Service to be provided hereunder, replaces Mobiles or relocates Mobiles from one Delivery Area to another, Customer shall bear all costs in connection with said replacement or relocation and the subsequent connections to Customer's Distribution Equipment. . Notwithstanding the above, in the event that the mobiles or other equipment are defective or in need of repair, the Provider shall bear all costs in connection with said replacement or repair.

6 PRICE AND PAYMENT TERMS

The prices for the furnishing of Treated Water and Mobiles are set forth in **Exhibit A**. Payment terms are Net 30 days. In addition, Customer shall reimburse Provider for any supplemental costs incurred by Provider in the performance of any installation or other construction work required to make a given Delivery Area suitable. Customer shall also pay to Provider, or to the appropriate authorities, all governmental taxes, including sales or use taxes, related to the Services performed by Provider under this Agreement.

In the event payment is not made in accordance with the provisions of this Section 6, Customer shall pay Provider a monthly late charge equal to one percent (1%) per month of all unpaid balances or the maximum amount permitted by law, whichever is less.

The lease period starts on the day the unit is loaded and departs the location of the Provider for delivery to the Customer (or 10 days after Customer is notified that equipment is ready to ship) and terminates when the equipment arrives back at the Provider's location.

Veolia Water Solutions & Technologies' standard rate structure attached **Exhibit B**.



7 WATER QUALITY DISPUTES

Any Treated Water furnished hereunder by Provider and shown by recognized standard analysis to be of purity less than specified in Exhibit A may be rejected by Customer at its discretion, provided that said failure to meet such specification is caused by the negligent acts or omissions of Provider. Provider reserves the right to check the analysis on all Treated Water rejected. Purity of the Treated Water shall be measured at the outlet connection of the Mobiles and prior to connection to Customer's Distribution Equipment.



8 WARRANTY

Provider warrants that the treated water furnished hereunder shall meet the specifications set forth in EXHIBIT B provided Customer supplies feed water meeting the specifications set forth in EXHIBIT A and meets its obligations under this agreement. The Provider makes no other warranties, expressed or implied, including without limitation, the warranties of merchantability or fitness for purpose intended. PROVIDER WARRANTS THAT THE TREATED WATER FURNISHED HEREUNDER SHALL MEET THE SPECIFICATIONS SET FORTH IN EXHIBIT B PROVIDED CUSTOMER SUPPLIES FEEDWATER MEETING THE SPECIFICATIONS SET FORTH IN EXHIBIT A AND MEETS ITS OBLIGATIONS UNDER THIS AGREEMENT. PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE INTENDED. Any Treated Water not meeting these specifications shall, at Provider's option, be replaced or reprocessed at no additional cost to Customer, unless the failure is caused by the acts or omissions of Customer.

9 LIMITATION OF LIABILITY

Neither party shall be liable to the other for any incidental, consequential, special or punitive damages, regardless of whether such damages arise under breach of contract, tort, strict liability, or other theory of law. Neither party's liability in connection with this Agreement, whether arising under breach of contract, tort, strict liability or other theory of law, will not exceed the amounts actually paid by Customer to Provider during the Initial Term. All claims relating to Treated Water shall be made within sixty (60) days of the date upon which the Treated Water in question was delivered.

10 INDEMNIFICATION

Provider agrees to defend, indemnify and hold harmless Customer, its successors and assigns, and their agents, servants, and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, asserted by third parties for bodily injuries, death or physical property damage, to the extent caused by Provider's negligent acts or omissions or willful misconduct.

Customer agrees to defend, indemnify and hold harmless Provider, its successors and assigns, and their agents, servants, and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, asserted by third parties for bodily injuries, death or physical property damage, to the extent caused by Customer's negligent acts or omissions or willful misconduct.

11 FORCE MAJEURE

Under no circumstances shall either party have any liability for any inability to perform hereunder as a result of floods, strikes or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain raw materials, failure of normal sources of supply, restraints of government, or any other similar or dissimilar cause beyond Provider's reasonable control.

12 GOVERNING LAW/ATTORNEYS FEES

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Services contemplated hereby are to be performed. The parties irrevocably waive their right to a request trial by jury. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.



13 PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way and the provision at issue shall be modified by the court to the extent necessary to be in compliance and match, as closely as possible, with the original intention. Notwithstanding the preceding sentence, if the modified provision is contrary to the original intention of the parties, Provider shall have the right to terminate this Agreement.

14 NO HIRES

Customer shall not solicit for employment any of Provider's employees during the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement without the written consent of Provider.

15 NOTICES

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, overnight courier or by mail (registered or certified postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses first set forth in this Agreement, but each party may change its address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; all other notices shall be deemed communicated as of documented receipt.

16 GENERAL TERMS

This Agreement shall not be binding upon Provider until accepted by a duly authorized representative of Provider. The provisions of this Agreement constitute the entire Agreement between Provider and Customer relating to the matters covered by this Agreement and supersede any and all agreements, either oral or in writing between the parties hereto. No modifications or waivers of any provision herein shall be binding upon Provider unless set forth in writing and accepted by Provider. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein.

17 ENTIRE AGREEMENT

The parties intend this Agreement, with the attached Exhibits, as a final expression of their agreement and a complete and exclusive statement of its terms. No course of previous dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain or vary any of its terms. No representations, understandings or agreements have been made or relied on in making this Agreement other than those expressly set forth. This Agreement may be modified only by a writing signed by the parties or their duly authorized agents.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. For purposes of this Agreement, signed facsimiles shall be considered the same as originally signed agreements.

**Veolia Water Solutions & Technologies
North America, Inc.
Vandalia, Ohio USA**

**Bullitt Utilities, Inc.
Louisville, Kentucky USA**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



[Handwritten signature]

By: CHRISTOPHER G. COGAN,
By: AS: POWER OF ATTORNEY
FOR: CARROLL F. COGAN,

Title:

Date: PRESIDENT, BULLITT UTILITIES, INC.
MAY 15, 2014

[Handwritten signature]

THOMAS A. SCHNEFFER
ACCOUNT SYSTEMS MANAGER

MAY 16, 2014



EXHIBIT A

Proposal

**Mobile Water
Actiflo Turbo Clarification Mobile Trailer
and Ancillary Equipment
For
Bullitt County, KY – Hunters Hollow
169 Octagon Ave.
Hunters Hollow, KY. 40229**

Dated

May 12, 2014

Specifically for Equipment as follows:

Aquamove Actiflo™ Turbo Trailer Equipment Rental

One (1) Aquamove Actiflo™ Turbo Trailer with:

- o One (1) Aquamove Actiflo™ Turbo clarifier trailer rated for a nominal flow of 1,100 GPM and a peak flow of 1,500 GPM.
- o One (1) Dry polymer feed system
- o Various instruments and controls as detailed elsewhere in this document or proposal
- o Rise rate 30-60 gpm/ft2 nominal
- o 480V/3pH/60Hz, 100 amp
- o Shipping weight 44,000 lbs. Operating weight 155,000 lbs.

Ancillary Support Equipment

- o One (1) 1,250 GPM Dual Forwarding Pump Skid rated @ 30 hp
- o One (1) 30 cu.ft.³ Sludge Filter Press
- o One (1) 600 gallon, cone bottom, poly sludge settling tank
- o Two (2) 170 GPM air operated diaphragm transfer pumps

This agreement is for the specific equipment portal to portal, Veolia Water Solutions & Technologies, Vandalia, Ohio, USA. All freight, taxes, clearances and logistical costs associated with transporting the equipment and its return is the responsibility of the Customer.

Notes

- ¹Flow rates and pressure are as measured at the inlet connection of the Mobile.
- Temperatures of feed water of less than 40°F and / or in excess of 100°F may damage the Mobiles and requires specific written approval by Provider before delivery by Customer to the Mobiles.
- Turbidity (ntu) based on chemical jar tests, flow rate, and total suspended solids loading
- The temporary, mobile trailer and ancillary equipment requires a flat, secure surface



EXHIBIT A

Note* No water analysis was provided in order to project effluent quality, sludge generation volumes, and the projected consumption of HYDREX waste water treatment chemistries.



EXHIBIT B

Field Service Policy (Optional Service Contract)

The current straight time service rate for a Veolia Water Solutions & Technologies Field Representative is **\$60.00/hr for an eight hour shift, five days per week**. The rate becomes **\$90.00/hr for time and one half on Saturdays**, and **\$120.00/hr for double time on Sunday's and holiday's**. In addition, if a field engineer/supervisor is required for oversight, system engineering, consulting, etc... that rate is **\$1,600 per day + expenses @ 15% mark up**. This rate applies to Veolia Water Solutions & Technologies management and engineering personnel.

The straight time rate applies to work performed for a standard 8-hour work day between the hours of 7 AM and 4 PM local time and during a normal work week. Work performed in excess of 8 hours shall be billed hourly at 1.5 times the straight time rate. Work performed on a Saturday shall be billed at 1.5 times the straight daily rate. Work performed on a Sunday or a Veolia Water Solutions & Technologies designated holiday shall be billed at 2 times the straight daily rate. Performance of overtime work shall be at the sole discretion of Veolia Water Solutions & Technologies and the Field Representative.

The above rates are daily rates, with the exception of the overtime hourly rate for normal work days, and are not subject to pro-rating, and includes up to a maximum of 10 hours per day for days worked between Monday and Saturday. In the event that Veolia Water Solutions & Technologies chooses to remove an employee from the jobsite prior to working 8 hours in a day, Veolia Water Solutions & Technologies will charge an hourly rate for that day. If through no fault of Veolia Water Solutions & Technologies, the customer removes the Veolia Water Solutions & Technologies employee from the jobsite prior to working 8 hours in a day; a full daily rate will be charged.

The Field Service Representative will submit daily time sheets for approval by the Customer. The Customer approved time sheets will be submitted with invoices and will be final and approved for payment.

The rates quoted are current as of the date of this proposal and are subject to change without notice. Except in cases where Field Services have been quoted in this proposal, all Field Services provided will be invoiced at the rates in affect when the services are performed.

The customer is billed for all travel and living expenses at cost plus 15%. In addition, the customer is billed for travel time at the straight time service rate; however, travel time excesses due to airline delays, etc will not be charged to the customer (maximum of 10 hours per day).

Where a set amount of time for field service has been quoted in the proposal, the quoted price includes the service time, travel time, travel and living expenses. If additional time beyond the quoted amount of time is required due to no fault or delay by Veolia Water Solutions & Technologies then the customer shall be billed for the additional service time, travel, and living expenses.

All equipment must be completely installed in accordance with the written instructions to be provided by Veolia Water Solutions & Technologies and ready for start up and commissioning prior to the scheduled arrival of the Field Representative. If upon arrival, the Field Representative determines that the equipment is not ready for start up and commissioning, then the customer will be billed for the on-site time, travel time, travel and living expenses and the service work will have to be rescheduled through the Start Up/Commissioning Service Manager.



The Field Representative will be equipped with their own hard hat, safety glasses, and safety shoes/boots. Any additional safety equipment required for work on site shall be provided by the customer to the Field Representative at no charge. Mandatory, site specific safety training of the Field Representative shall be billed to the customer at the straight time service rate. The Field Representative has the right to refuse to work under any conditions or in any environment that the Field Representative deems to be unsafe. The Field Representative will be supplied with their own standard hand tools. Heavy machinery, where required, is to be provided by the customer at no charge.

Veolia Water Solutions & Technologies is a non-union company and its field personnel will be non-union. These personnel must be allowed to perform minor, incidental tasks that would otherwise be performed by trades (electrician, millwrights, pipe fitters, etc.). Delays due to strict adherence to union work rules on site, beyond the set amount of time quoted, where applicable, may result in a price adjustment.



EXHIBIT C
SERVICE EXCLUSIONS

1. Utilization of union labor subject to prevailing wage determinations.
2. Soil borings, or other environmental sampling, for geotechnical evaluation.
3. Installation and equipment design beyond Seismic-0/1 zone standards.
4. Remote interface directly to Customer PLC, DCS or CAMM systems via hardwired contacts.
5. Painting and/or coating of any piping and conduit materials.
6. All environmental and/or discharge-related applications, permits, surcharges, inspections, and associated fees.
7. All building and/or installation-related applications, permits, surcharges, inspections, and associated fees.
8. Delays and/or incurred costs due to inclement weather.
9. Weekend or nationally recognized holiday work.
10. Off-site (outside Provider's battery limits) disposal of clearing grubbing spoil and surplus soils.
11. Development of temporary and/or permanent access roadways to and from Provider's battery limits.
12. Dewatering due to surface run-on and/or groundwater intrusion.
13. Hard excavation and/or blasting due to rock, boulders, or man-made obstructions.
14. Soil remediation (such as handling, testing, removal or disposal) due to hazardous waste and/or archaeological content.
15. Supply and installation of synthetic liners and/or geo-textile materials under building structures and/or tanks.
16. Supply and installation of double-wall contained piping systems.
17. Supply of installation of permanent stand-by electrical power generator system(s).
18. Supply and erection of temporary or permanent building/awning components.
19. Coating of concrete surfaces, other than for application of curing compounds.
20. Finish painting and/or coating of primered building structural components.
21. Supply of spare parts to Customer.
22. Provisions for complying with ADA (Americans with Disability Act), as Provider's facility will not be open to the public.
23. Installation requiring cold-weather materials and methods.
24. Construction and/or operational delays due to design changes during the installation phase.
25. Operational delay due to equipment malfunctions/delays during start-up.

Note: Provider excludes all other items not specifically listed in "Provider Supplied" category.

EXHIBIT B

(Spreadsheet)

Veolia Water Technologies, Inc.

Accounts Receivable

Customer: Bullitt Utilities, Inc

Customer Number	Document Number	Doc Type	Pay Item	Invoice Date	Gross Amount	Open Amount	Due Date	Base Curr	Remark
819436	14002308	US	001	6/19/2014	\$ 11,229.91	\$ 11,229.91	7/19/2014	USD	
819436	14002391	US	001	6/19/2014	\$ 57,505.00	\$ 57,505.00	7/19/2014	USD	
819436	14002782	US	001	7/17/2014	\$ 2,227.65	\$ 2,227.65	8/16/2014	USD	
819436	14002783	US	001	7/17/2014	\$ 35,000.00	\$ 35,000.00	8/16/2014	USD	
819436	14002960	US	001	8/7/2014	\$ 1,138.02	\$ 1,138.02	9/6/2014	USD	
819436	14003020	US	001	8/7/2014	\$ 599.13	\$ 599.13	9/6/2014	USD	
819436	14003021	US	001	8/7/2014	\$ 2,850.33	\$ 2,850.33	9/6/2014	USD	
819436	14003023	US	001	8/7/2014	\$ 51,675.00	\$ 51,675.00	9/6/2014	USD	
819436	14003024	US	001	8/7/2014	\$ 2,683.75	\$ 2,683.75	9/6/2014	USD	
819436	14003025	US	001	8/7/2014	\$ 566.05	\$ 566.05	9/6/2014	USD	
819436	14003026	US	001	8/7/2014	\$ 5,691.22	\$ 5,691.22	9/6/2014	USD	
819436	14003027	US	001	8/7/2014	\$ 2,956.56	\$ 2,956.56	9/6/2014	USD	
819436	14003028	US	001	8/7/2014	\$ 49,600.06	\$ 49,600.06	9/6/2014	USD	
819436	14003029	US	001	8/7/2014	\$ 41,996.91	\$ 41,996.91	9/6/2014	USD	
819436	14003033	US	001	8/14/2014	\$ 3,950.13	\$ 3,950.13	9/13/2014	USD	
819436	14003097	US	001	8/14/2014	\$ 2,635.22	\$ 2,635.22	9/13/2014	USD	
819436	14003102	US	001	8/14/2014	\$ 1,976.38	\$ 1,976.38	9/13/2014	USD	
819436	14003133	US	001	8/20/2014	\$ 3,646.20	\$ 3,646.20	9/19/2014	USD	
819436	14003134	US	001	8/20/2014	\$ 3,223.46	\$ 3,223.46	9/19/2014	USD	
819436	14003283	US	001	8/28/2014	\$ 1,891.76	\$ 1,891.76	9/27/2014	USD	
819436	14003361	US	001	9/4/2014	\$ 3,561.60	\$ 3,561.60	10/4/2014	USD	
819436	14003368	US	001	9/4/2014	\$ 4,174.29	\$ 4,174.29	10/4/2014	USD	
819436	14003369	US	001	9/4/2014	\$ 2,035.20	\$ 2,035.20	10/4/2014	USD	
819436	14003424	US	001	9/12/2014	\$ 68,637.20	\$ 68,637.20	10/12/2014	USD	
819436	14003425	US	001	9/12/2014	\$ 54,933.33	\$ 54,933.33	10/12/2014	USD	
819436	14003427	US	001	9/12/2014	\$ 54,855.00	\$ 54,855.00	10/12/2014	USD	
819436	14003466	US	001	9/12/2014	\$ 5,191.81	\$ 5,191.81	10/12/2014	USD	
819436	14003490	US	001	9/12/2014	\$ 2,349.81	\$ 2,349.81	10/12/2014	USD	
819436	14003593	US	001	9/18/2014	\$ 183.79	\$ 183.79	10/18/2014	USD	
819436	14003647	US	001	9/18/2014	\$ 3,052.37	\$ 3,052.37	10/18/2014	USD	
819436	14003777	US	001	9/25/2014	\$ 218.99	\$ 218.99	10/25/2014	USD	
819436	14003778	US	001	9/25/2014	\$ 1,891.76	\$ 1,891.76	10/25/2014	USD	
819436	14003903	US	001	10/10/2014	\$ 4,070.40	\$ 4,070.40	11/9/2014	USD	
819436	14003931	US	001	10/16/2014	\$ 54,855.00	\$ 54,855.00	11/15/2014	USD	
819436	14003932	US	001	10/16/2014	\$ 2,952.94	\$ 2,952.94	11/15/2014	USD	
819436	14004100	US	001	10/23/2014	\$ 1,138.02	\$ 1,138.02	11/22/2014	USD	
819436	14004202	US	001	10/30/2014	\$ 3,757.18	\$ 3,757.18	11/29/2014	USD	
819436	14004233	US	001	11/6/2014	\$ 18,065.43	\$ 18,065.43	12/6/2014	USD	
819436	14004246	US	001	11/6/2014	\$ 1,976.47	\$ 1,976.47	12/6/2014	USD	
819436	14004318	US	001	11/13/2014	\$ 8,940.00	\$ 8,940.00	12/13/2014	USD	
819436	14004319	US	001	11/13/2014	\$ 5,899.40	\$ 5,899.40	12/13/2014	USD	
819436	14004321	US	001	11/13/2014	\$ 55,279.00	\$ 55,279.00	12/13/2014	USD	
819436	14004405	US	001	11/19/2014	\$ 286.20	\$ 286.20	12/19/2014	USD	
819436	14004469	US	001	11/19/2014	\$ 101,785.59	\$ 101,785.59	12/19/2014	USD	
819436	14000062	RU	001	12/2/2014	\$ (50,000.00)	\$ (50,000.00)	12/2/2014	USD	PAYMENT RECEIVED
819436	14004472	US	001	12/4/2014	\$ 55,279.00	\$ 55,279.00	1/3/2015	USD	
819436	14004473	US	001	12/4/2014	\$ 55,279.00	\$ 55,279.00	1/3/2015	USD	
819436	14004670	US	001	12/11/2014	\$ 5,133.51	\$ 5,133.51	1/10/2015	USD	
819436	14004675	US	001	12/11/2014	\$ 3,667.32	\$ 3,667.32	1/10/2015	USD	

Veolia Water Technologies, Inc.
 Accounts Receivable
 Customer: Bullitt Utilities, Inc

Customer Number	Document Number	Doc Type	Pay Item	Invoice Date	Gross Amount	Open Amount	Due Date	Base Curr	Remark
819436	15000032	US	001	1/15/2015	\$ 6,987.31	\$ 6,987.31	2/14/2015	USD	
819436	15000047	US	001	1/15/2015	\$ 4,789.37	\$ 4,789.37	2/14/2015	USD	
819436	15000368	US	001	1/22/2015	\$ 4,060.29	\$ 4,060.29	2/21/2015	USD	
819436	15000369	US	001	1/22/2015	\$ 5,453.07	\$ 5,453.07	2/21/2015	USD	
819436	15000370	US	001	1/22/2015	\$ 558.24	\$ 558.24	2/21/2015	USD	
819436	15000371	US	001	1/22/2015	\$ 191,625.54	\$ 191,625.54	2/21/2015	USD	
819436	15000372	US	001	1/22/2015	\$ 22,441.12	\$ 22,441.12	2/21/2015	USD	
819436	15000374	US	001	1/22/2015	\$ 55,279.00	\$ 55,279.00	2/21/2015	USD	
819436	15000006	RU	001	1/23/2015	\$ (20,000.00)	\$ (20,000.00)	1/23/2015	USD	PAYMENT RECEIVED
819436	15000415	US	001	1/29/2015	\$ 8,737.93	\$ 8,737.93	2/28/2015	USD	
819436	15000544	US	001	2/12/2015	\$ 3,561.60	\$ 3,561.60	3/14/2015	USD	
819436	15000546	US	001	2/12/2015	\$ 6,972.61	\$ 6,972.61	3/14/2015	USD	
819436	15000548	US	001	2/12/2015	\$ 7,030.91	\$ 7,030.91	3/14/2015	USD	
819436	15000620	US	001	2/19/2015	\$ 6,480.42	\$ 6,480.42	3/21/2015	USD	
819436	15000723	US	001	2/19/2015	\$ 55,279.00	\$ 55,279.00	3/21/2015	USD	
819436	15000724	US	001	2/19/2015	\$ 13,805.88	\$ 13,805.88	3/21/2015	USD	
819436	15000725	US	001	2/19/2015	\$ 185,675.00	\$ 185,675.00	3/21/2015	USD	
819436	15000726	US	001	2/19/2015	\$ 14,191.96	\$ 14,191.96	3/21/2015	USD	
819436	15000963	US	001	3/12/2015	\$ 2,803.47	\$ 2,803.47	4/11/2015	USD	
819436	15001085	US	001	3/19/2015	\$ 57,240.00	\$ 57,240.00	4/18/2015	USD	
819436	15001086	US	001	3/19/2015	\$ 4,256.47	\$ 4,256.47	4/18/2015	USD	
819436	15001087	US	001	3/19/2015	\$ 81,527.15	\$ 81,527.15	4/18/2015	USD	
819436	15001088	US	001	3/19/2015	\$ 22,695.42	\$ 22,695.42	4/18/2015	USD	
819436	15001089	US	001	3/19/2015	\$ 305.00	\$ 305.00	4/18/2015	USD	
819436	15001195	US	001	3/26/2015	\$ 5,342.40	\$ 5,342.40	4/25/2015	USD	
819436	15001369	US	001	4/9/2015	\$ 5,647.06	\$ 5,647.06	5/9/2015	USD	
819436	15001414	US	001	4/16/2015	\$ 6,480.42	\$ 6,480.42	5/16/2015	USD	
819436	15001415	US	001	4/16/2015	\$ 5,008.50	\$ 5,008.50	5/16/2015	USD	
819436	15001418	US	001	4/16/2015	\$ 3,561.60	\$ 3,561.60	5/16/2015	USD	
819436	15001486	US	001	4/16/2015	\$ 57,240.00	\$ 57,240.00	5/16/2015	USD	
819436	15001487	US	001	4/16/2015	\$ 3,252.08	\$ 3,252.08	5/16/2015	USD	
819436	15001488	US	001	4/16/2015	\$ 96,226.72	\$ 96,226.72	5/16/2015	USD	
819436	15001509	US	001	4/23/2015	\$ 7,030.91	\$ 7,030.91	5/23/2015	USD	
819436	15000035	RI	001	5/1/2015	\$ 70,416.08	\$ 70,416.08	5/31/2015	USD	Late Payment Fee YTD
819436	15001616	US	001	5/1/2015	\$ 9,186.53	\$ 9,186.53	5/31/2015	USD	
819436	15001631	US	001	5/1/2015	\$ 19,702.59	\$ 19,702.59	5/31/2015	USD	
819436	15001661	US	001	5/7/2015	\$ 4,545.21	\$ 4,545.21	6/6/2015	USD	
819436	15000049	RI	001	6/2/2015	\$ 17,440.39	\$ 17,440.39	7/2/2015	USD	Late Payment Fee May
819436	15002128	US	001	6/4/2015	\$ 6,282.41	\$ 6,282.41	7/4/2015	USD	
819436	15000057	RI	001	6/18/2015	\$ 62,376.46	\$ 62,376.46	7/18/2015	USD	Legal / Collection Costs to Date
819436	15001392	UC	001	6/18/2015	\$ 134,598.24	\$ 134,598.24	7/18/2015	USD	
819436	15001392	UC	002	6/18/2015	\$ 8,773.04	\$ 8,773.04	7/18/2015	USD	
819436	15001394	UC	001	6/18/2015	\$ 68,985.68	\$ 68,985.68	7/18/2015	USD	
819436	15001394	UC	002	6/18/2015	\$ 2,633.15	\$ 2,633.15	7/18/2015	USD	
819436	15000054	RI	001	6/19/2015	\$ 17,440.39	\$ 17,440.39	7/19/2015	USD	Late Payment Fee Jun

Total As of 6/19/2015 \$ 2,166,418.97 \$ 2,166,418.97

\$ 105,296.86 Subtotal - Late Payment Fees to 6/19/2015
 \$ 62,376.46 Subtotal - Legal / Collection Costs to 6/18/2015
 \$ 1,998,745.65 Subtotal - Goods & Services Net of Payments Received.
 \$ 2,166,418.97 Total Due as of 6/19/2015.

Fill in this information to identify the case:

Debtor 1 Bullitt Utilities, Inc.
 Debtor 2 _____
 (Spouse, if filing)
 United States Bankruptcy Court for the: Western District of Kentucky
 Case number 15-34000-jal

Official Form 410
Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Perdue Environmental Contracting Company, Inc.
Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor PECCO, Inc.

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Bingham Greenebaum Doll, c/o James Irving</u> <small>Name</small> <u>3500 National City Tower, 101 South Fifth St.</u> <small>Number Street</small> <u>Louisville KY 40202</u> <small>City State ZIP Code</small> Contact phone <u>(502) 587-3606</u> Contact email <u>jirving@bgdlegal.com</u>	<u>PECCO, Inc., c/o Scottie Perdue</u> <small>Name</small> <u>250 Etter Drive</u> <small>Number Street</small> <u>Nicholasville KY 40356</u> <small>City State ZIP Code</small> Contact phone <u>(859) 887-5508</u> Contact email <u>scottie.perdue@peccoinc.net</u>

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 582,290.02. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Goods and services provided - see attached addendum.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/29/2016



Signature

Print the name of the person who is completing and signing this claim:

Name Scottie Perdue
First name Middle name Last name

Title Director

Company Perdue Environmental Contracting Company, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 250 Etter Drive
Number Street

Nicholasville KY 40356
City State ZIP Code

Contact phone (859) 887-5508 Email scottie.perdue@peccoinc.net

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION**

-----X
In re: : Chapter 7
: :
Bullitt Utilities, Inc., : Case No. 15-34000-jal
: :
Alleged Debtor. : Hon. Joan A. Lloyd
-----X

**ATTACHMENT TO THE PROOF OF CLAIM
OF PERDUE ENVIRONMENTAL CONTRACTING COMPANY, INC.**

Perdue Environmental Contracting Company, Inc. (the "Claimant") hereby asserts a general unsecured claim against Bullitt Utilities, Inc. (the "Debtor").

The Claimant provided wastewater treatment services to the Debtor following the failure of the Debtor's Hunters Hollow wastewater treatment plant on March 29, 2014. These services included the use of equipment provided to the Debtor by the Claimant as well as parts and labor. In exchange for these services the Debtor agreed to pay the Claimant.

In total, the Debtor incurred bills with the Claimant in the amount of \$779,397.45. Although the Debtor has made some partial payments to the Claimant, as of the submission of this proof of claim the Debtor owes the Claimant \$582,290.02. Attached hereto as Exhibit A is an invoice setting forth the amount owed.

On December 18, 2015, the Claimant and Veolia Water Technologies, Inc. filed an involuntary chapter 7 bankruptcy petition against the Debtor with the United States Bankruptcy Court for the Western District of Kentucky (the "Bankruptcy Court"). On January 20, 2016, the Bankruptcy Court entered an order for relief finding that the Debtor is a bankrupt debtor and allowing the Debtor's bankruptcy case to proceed.

The Claimant expressly reserves all rights to amend, modify, and/or supplement this proof of claim in any way, including to assert additional claims related to, without limitation, the following: (a) setoff; (b) recoupment; (c) indemnification; (d) subrogation; and (e) any rights of the Claimant pursuant to a contract or under statutory, regulatory or common law. The filing of this proof of claim is not a waiver or release of the Claimant's rights against any person, entity or property, and nothing contained herein shall limit the right of the Claimant to file any proceeding or take any action concerning the claim in this or any other court.

PECCO, INC.
 250 ETTER DRIVE
 NICHOLASVILLE, KY 40356

STATEMENT

Statement Date: Jul 17, 2015
 Customer Account ID: BUL006

Voice: 859-887-5508
 Fax: 859-887-5610

To:
 BULLITT UTILITIES, INC.
 DBA HUNTERS HOLLOW
 P. O. BOX 91588
 LOUISVILLE, KY 40218
 USA

Amount Enclosed
 \$ _____

Date	Due Date	Reference	Paid	Description	Amount	Balance
5/20/14	6/19/14	46659	Part		12,428.00	12,428.00
5/31/14	6/30/14	46737			24,724.00	37,152.00
5/31/14	6/30/14	46738			21,192.00	58,344.00
6/9/14	7/9/14	46822			28,256.00	86,600.00
6/20/14	7/20/14	46978			24,724.00	111,324.00
6/24/14	7/24/14	46993			11,848.82	123,172.82
6/24/14	7/24/14	47008			24,724.00	147,896.82
7/24/14	7/24/14	47009			1,591.00	149,487.82
7/30/14	7/30/14	47118			28,256.00	177,743.82
6/30/14	7/30/14	47197			7,123.20	184,867.02
7/7/14	8/6/14	47179			21,192.00	206,059.02
7/9/14	8/8/14	47198			737.76	206,796.78
7/15/14	8/14/14	47265			30,247.72	237,044.50
7/15/14	8/14/14	47266			-704.90	236,339.60
7/15/14	8/14/14	47267			-222.60	236,117.00
7/25/14	8/24/14	47418			20,641.97	256,758.97
7/31/14	8/30/14	47618			10,018.58	266,777.55
8/8/14	9/7/14	47629			5,394.62	272,172.17
8/21/14	9/20/14	47797			6,633.48	278,805.65
8/21/14	9/20/14	47798			6,633.48	285,439.13
8/29/14	9/28/14	47866			9,476.40	294,915.53
9/8/14	10/8/14	47935			6,633.48	301,549.01
9/18/14	10/18/14	48166			6,633.00	308,182.01
9/22/14	10/22/14	48192			6,633.00	314,815.01
TOTAL						Continued

0 - 30	31 - 60	61 - 90	Over 90 days
22,036.25	26,533.92	26,533.92	507,185.93

****WE ACCEPT VISA, MASTERCARD, DISCOVER & AMERICAN EXPRESS****

PECCO, INC.
 250 ETTER DRIVE
 NICHOLASVILLE, KY 40356

STATEMENT

Statement Date: Jul 17, 2015
 Customer Account ID: BUL006

Voice: 859-887-5508
 Fax: 859-887-5610

To:
BULLITT UTILITIES, INC. DBA HUNTERS HOLLOW P. O. BOX 91588 LOUISVILLE, KY 40218 USA

Amount Enclosed
 \$ _____

Date	Due Date	Reference	Paid	Description	Amount	Balance
9/30/14	10/30/14	48355			8,528.76	323,343.77
10/9/14	11/8/14	48450			5,685.84	329,029.61
10/21/14	11/20/14	48587			6,633.48	335,663.09
10/21/14	11/20/14	48588			6,633.48	342,296.57
10/31/14	11/30/14	48713			10,424.04	352,720.61
11/13/14	12/13/14	48878			9,476.40	362,197.01
11/17/14	12/17/14	48961			6,633.48	368,830.49
11/30/14	12/30/14	49098			12,319.32	381,149.81
2/11/14	1/10/15	49297			6,633.48	387,783.29
12/16/14	1/15/15	49348			6,633.48	394,416.77
12/22/14	1/21/15	49439			6,633.48	401,050.25
12/31/14	1/30/15	49746			9,476.40	410,526.65
1/12/15	2/11/15	49747			10,424.04	420,950.69
1/22/15	2/21/15	49828			6,633.48	427,584.17
1/29/15	2/28/15	49955			6,633.48	434,217.65
1/31/15	3/2/15	50001			5,685.84	439,903.49
2/9/15	3/11/15	50126			7,581.12	447,484.61
2/25/15	3/27/15	50268			13,266.96	460,751.57
2/28/15	3/30/15	50551			5,685.84	466,437.41
3/10/15	4/9/15	50552			7,581.12	474,018.53
3/20/15	4/19/15	50658			6,633.48	480,652.01
3/23/15	4/22/15	50703			6,633.48	487,285.49
3/31/15	4/30/15	50790			8,528.76	495,814.25
4/8/15	5/8/15	50920			4,738.20	500,552.45
TOTAL						Continued

0 - 30	31 - 60	61 - 90	Over 90 days
22,036.25	26,533.92	26,533.92	507,185.93

****WE ACCEPT VISA, MASTERCARD, DISCOVER & AMERICAN EXPRESS****

PECCO, INC.
 250 ETTER DRIVE
 NICHOLASVILLE, KY 40356

STATEMENT

Statement Date: Jul 17, 2015
 Customer Account ID: BUL006

Voice: 859-887-5508
 Fax: 859-887-5610

To:
BULLITT UTILITIES, INC. DBA HUNTERS HOLLOW P. O. BOX 91588 LOUISVILLE, KY 40218 USA

Amount Enclosed
 \$ _____

Date	Due Date	Reference	Paid	Description	Amount	Balance
4/13/15	5/13/15	50998			6,633.48	507,185.93
4/23/15	5/23/15	51179			6,633.48	513,819.41
4/27/15	5/27/15	51216			6,633.48	520,452.89
4/30/15	5/30/15	51456			3,790.56	524,243.45
5/11/15	6/10/15	51457			9,476.40	533,719.85
5/28/15	6/27/15	51677			19,900.44	553,620.29
6/11/15	7/11/15	51923			6,633.48	560,253.77
7/17/15	7/17/15	52052			22,036.25	582,290.02
TOTAL						582,290.02

0 - 30	31 - 60	61 - 90	Over 90 days
22,036.25	26,533.92	26,533.92	507,185.93

****WE ACCEPT VISA, MASTERCARD, DISCOVER & AMERICAN EXPRESS****

Fill in this information to identify the case:

Debtor 1 BULLITT UTILITIES INC
 Debtor 2 _____
 (Spouse, if filing)
 U S BANKRUPTCY COURT - WESTERN DISTRICT OF KENTUCKY
 Case number 15-34000

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Commonwealth of Kentucky Department of Revenue
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Kentucky Department of Revenue Legal Support Branch</u> Name <u>PO Box 5222</u> Number Street <u>Frankfort KY 40602</u> City State ZIP Code Contact phone <u>(502) 564 - 4921</u> Contact email <u>Michael.Hornback@KY.gov</u>	Name Number Street City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1 2 1

7. How much is the claim? \$ \$1,480.72. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
See Attached Schedule of Tax Liability

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: Any potential funds owed to debtor from the Commonwealth of Kentucky per KRS 44.030

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ 1,076.74

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/22/2016
MM / DD / YYYY

/s/ Brandi Tyree Phillips
Signature

Print the name of the person who is completing and signing this claim:

Name Brandi Tyree Phillips
First name Middle name Last name

Title Revenue Program Officer

Company Kentucky Department of Revenue
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 5222
Number Street

Frankfort KY 40602
City State ZIP Code

Contact phone (502) 564-4921 ext. 4548 Email Brandi.Phillips@ky.gov

BULLITT UTILITIES INC
 Case Number: 000240121

KENTUCKY DEPARTMENT OF REVENUE
 Claims Due

Period Ending	Notice Number	Tax Liability	Interest	Penalty and Fees	Credit if Applicable	Total Due	Entitled to Priority	Reason
Public Service Company Tax Account: 000240121								
12/31/2015	107828324	\$1,079.40	\$0.00	\$376.86	(\$2.66)	\$1,453.60	\$1,076.74	3 Year Rule
Total Due for PSC Tax		\$1,079.40	\$0.00	\$376.86	(\$2.66)	\$1,453.60	\$1,076.74	
Administrative Cost Account: 000240121								
11/03/2015	107981042	\$0.00	\$0.00	\$7.12	\$0.00	\$7.12		
Total For Administrative		\$0.00	\$0.00	\$7.12	\$0.00	\$7.12		
Grand Total		\$1,079.40	\$0.00	\$383.98	(\$2.66)	\$1,460.72	\$1,076.74	

15 AUG 19 AM 9:54

Fill in this information to identify the case:

Debtor 1 Bullitt Utilities, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of Kentucky

Case number 15-34000-jal

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Strothman & Company PSC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>Strothman & Company PSC</u> Name</p> <p><u>290 Missouri Avenue</u> Number Street</p> <p><u>Jeffersonville IN 47130</u> City State ZIP Code</p> <p>Contact phone <u>812-283-7722</u></p> <p>Contact email <u>plogsdon@strothman.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>_____ Name</p> <p>_____ Number Street</p> <p>_____ City State ZIP Code</p> <p>Contact phone _____</p> <p>Contact email _____</p>
--	---

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 9 0 2 0

7. How much is the claim? \$ 1,250.00. Does this amount include interest or other charges?
 No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
professional services performed

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

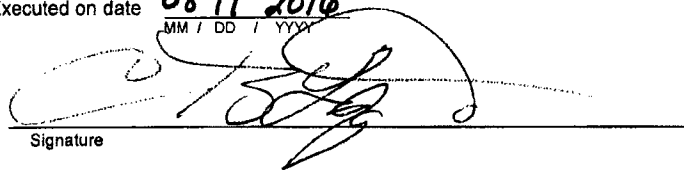
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08 17 2016
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Charles B Logsdon
First name Middle name Last name

Title Partner

Company Strothman & Company PSC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 290 Missouri Ave
Number Street
Jeffersonville IN 47130
City State ZIP Code

Contact phone 812-283-7722 Email plogsdon@strothman.com

Strothman and Company
Certified Public Accountants and Advisors
290 Missouri Avenue
Jeffersonville, IN 47130
(812) 283-7722



Invoice Date 7/31/2015

Bullitt Utilities, Inc.
P.O. Box 91588
Louisville, KY 40291

Client No. 90200.001
Invoice No. 36303

Professional Services for July 2015

Total for Above Services \$250

Strothman and Company
Certified Public Accountants and Advisors
290 Missouri Avenue
Jeffersonville, IN 47130
(812) 283-7722



Invoice Date 8/31/2015

Bullitt Utilities, Inc.
P.O. Box 91588
Louisville, KY 40291

Client No. 90200.001
Invoice No. 36565

Professional Services for August 2015

Total for Above Services \$250

Strothman and Company
Certified Public Accountants and Advisors
290 Missouri Avenue
Jeffersonville, IN 47130
(812) 283-7722



Invoice Date 9/30/2015

Bullitt Utilities, Inc.
P.O. Box 91588
Louisville, KY 40291

Client No. 90200.001
Invoice No. 36925

Professional Services for September 2015

Total for Above Services **\$250**

Strothman and Company
Certified Public Accountants and Advisors
290 Missouri Avenue
Jeffersonville, IN 47130
(812) 283-7722



Invoice Date 6/30/2015

Bullitt Utilities, Inc.
P.O. Box 91588
Louisville, KY 40291

Client No. 90200.001
Invoice No. 36008

Professional Services for June 2015

Total for Above Services \$250

Strothman and Company
Certified Public Accountants and Advisors
290 Missouri Avenue
Jeffersonville, IN 47130
(812) 283-7722



Invoice Date 5/31/2015

Bullitt Utilities, Inc.
P.O. Box 91588
Louisville, KY 40291

Client No. 90200.001
Invoice No. 35705

Professional Services for May 2015

Total for Above Services \$250

Fill in this information to identify the case:

Debtor 1 Bullitt Utilities, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of Kentucky

Case number 15-34000-jal

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Old National Bank
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else? No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<p><u>Charlie Goebel</u> Name</p> <p><u>One Main Street, 7th Floor - Special Assets</u> Number Street</p> <p><u>Evansville IN 47708</u> City State ZIP Code</p> <p>Contact phone <u>812-464-1337</u></p> <p>Contact email <u>charlie.goebel@oldnational.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>_____ Name</p> <p>_____ Number Street</p> <p>_____ City State ZIP Code</p> <p>Contact phone _____</p> <p>Contact email _____</p>

4. Does this claim amend one already filed? No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1 8 3 5

7. How much is the claim? \$ 28,054.01 Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
*as of date of filing petition

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Money loaned

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: Business assets
Basis for perfection: Security Agreement and Financing Statement
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) 4.25 %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/02/2016
MM / DD / YYYY

/s/Rhett D. Gonterman

Signature

Print the name of the person who is completing and signing this claim:

Name Rhett D. Gonterman
First name Middle name Last name

Title Associate Corporate Counsel

Company Old National Bank
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address One Main Street, 8th Floor
Number Street
Evansville IN 47708
City State ZIP Code

Contact phone 812-468-0353 Email connie.wambach@oldnational.com

**U.S. BANKRUPTCY COURT
WESTERN DISTRICT OF KENTUCKY (LOUISVILLE)**

BULLITT UTILITIES, INC., DEBTOR

CASE NO. 15-34000-jal

OLD NATIONAL BANK

ITEMIZED STATEMENT

AS OF DECEMBER 18, 2015*

PRINCIPAL BALANCE	\$26,759.26
INTEREST BALANCE	\$1,212.61
LATE FEES	\$82.14
BALANCE*	\$28,054.01

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$65,350.00	11-09-2012	11-09-2017	1310	223 / 63	0002614775	I29 BL5	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower: BULLITT UTILITIES, INC.
PO BOX 91588
LOUISVILLE, KY 40291

Lender: OLD NATIONAL BANK
205 LOUISVILLE COMMERCIAL LENDING
333 EAST MAIN STREET
LOUISVILLE, KY 40202
(502) 540-7300

Principal Amount: \$65,350.00

Date of Note: November 9, 2012

PROMISE TO PAY. BULLITT UTILITIES, INC. ("Borrower") promises to pay to OLD NATIONAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixty-five Thousand Three Hundred Fifty & 00/100 Dollars (\$65,350.00), together with interest on the unpaid principal balance from November 9, 2012, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 4.250%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 60 payments of \$1,212.61 each payment. Borrower's first payment is due December 9, 2012, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on November 9, 2017, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT PENALTY. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: other than with respect to a "Permitted Prepayment" described below, for any prepayment of principal on this Note which occurs before the earlier of (i) the scheduled maturity of this Note, or (ii) the scheduled due date of the 60th monthly payment under this Note, whether voluntary or involuntary and for whatever reason, the Lender may assess and collect, and the Borrower agrees to pay, a prepayment premium equal to two percent (2.0%) of the principal amount prepaid. Borrower additionally agrees that any payoff balance with respect to this Note prior to the earlier of its maturity or that date which is 60 months following the date of this Note, other than a payoff balance quoted in connection with a Permitted Prepayment, will include a premium of two percent (2.0%) of the outstanding principal balance of this Note outstanding at such time. Unless otherwise agreed to by the Lender, all prepayments will require not less than ten (10) days advance notice to the Lender. Borrower recognizes that any prepayment of this Note prior to its scheduled maturity, whether voluntary or involuntary or resulting from a default by Borrower, other than a Permitted Prepayment, will result in Lender incurring loss, including reinvestment loss, additional expense, and impairment of the Lender's ability to meet commitments to third parties. Borrower agrees that the premium set forth above is a reasonable estimate of the damages Lender will incur as a result of any prepayment, and that Borrower's agreement to pay such a premium is an essential inducement to Lender to make the loan evidenced by this Note. Notwithstanding the foregoing, no prepayment premium will be due with respect to the following described prepayments (each a "Permitted Prepayment"): (1) Full or partial prepayments made from the application of any insurance proceeds as a result of any casualty loss to collateral securing this Note; (2) Prior to a default, payment in full resulting from the sale of any collateral to a third party not related to or affiliated with the Borrower; (3) Any other prepayment as to which the Lender has agreed in writing that it will not assess a prepayment premium; or (4) Partial prepayments made during any "Loan Year" of up to 20.0% of the outstanding principal balance as of the beginning of any Loan Year. "Loan Year" means successive annual periods commencing initially on the date of this Note and ending on the due date of each twelfth monthly payment thereafter. If the Borrower's prepayment exceeds the 20.0% limitation in any Loan Year, then the entire amount of the prepayment during such Loan Year will not be treated as a Permitted Prepayment and a prepayment premium will be due with respect to all principal prepaid during such Loan Year. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Old National Bank, PO Box 3728 Evansville, IN 47736-3728.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$50.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**PROMISSORY NOTE
(Continued)**

Loan No: [REDACTED] 1310

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LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Kentucky.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of JEFFERSON County, Commonwealth of Kentucky.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the collateral under any and all existing and subsequent security documents, including mortgages, security agreements and collateral assignments by any Borrower or Guarantor.

COLLATERAL INSPECTION/APPRaisal COST REIMBURSEMENT. Upon such frequency as Lender may determine and whether or not Borrower is in default, Lender shall be entitled to perform and Borrower shall cooperate with examinations, inspections, audits and appraisals as provided herein. Upon advance notice by Lender to Borrower, Borrower shall permit access to its books and records by Lender and by Lender's designated representatives and agents for purposes of inspection, copying and/or auditing. Lender and Lender's designated representatives and agents shall also have the right upon advance notice to examine, inspect and/or appraise any collateral for this Note wherever located. Subject to any limitations under applicable law, Borrower shall reimburse Lender for any professional fees or other expenses incurred by Lender in connection with any examinations, inspections or audits of the books and records of Borrower and/or any examinations, inspections and/or appraisals of such collateral.

FINANCIAL RECORDS. In absence of a more specific agreement, requirement or covenant with regard to the preparation and delivery of financial statements and additional information which may be contained in a Business Loan Agreement between Borrower and Lender, Borrower agrees to furnish Lender with, as soon as available, but in no event later than ninety (90) days after the end of each fiscal year of Borrower, Borrower's balance sheet and income statement for the year ended. Borrower further agrees to furnish Lender with, as soon as available, but in no event later than thirty (30) days after direction to do so from Lender, current interim financial statements, lists of assets and liabilities, agings of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations. All financial reports required to be provided by Borrower shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by an authorized officer of Borrower as being true and correct. Borrower also agrees to cause all guarantors of this Note to furnish financial statements and federal income tax returns within thirty (30) days after direction to do so by the Lender. If the required financial statements or financial information required by this Note or any Business Loan Agreement between Borrower and Lender is not delivered to Lender within fifteen days after the date required to do so, in addition to its other rights and remedies hereunder, Lender shall be entitled to increase Borrower's interest rate on this Note 3.00 percentage points above the interest rate which would otherwise apply until such time as all of the required financial information is provided to the Lender.

CAPITALIZATION OF LATE CHARGES. Borrower understands and agrees that any late charges imposed under this Note may be added by Lender to the principal amount due under this loan and shall bear interest at the rate then applicable under the terms of this Note.

PRIOR NOTE. This Note is issued, not as a payment toward, but as a continuation of, the obligations of Borrower to Lender pursuant to that certain Promissory Note most recently dated as of NOVEMBER 9, 2011, in the principal amount of \$65,350.00 (the Previously Issued Note). Accordingly, this Note shall not be construed as payment toward, or a novation or extinguishment of, the obligations arising under the Previously Issued Note, and its issuance shall not affect the priority of any security interest granted in connection with the Previously Issued Note.

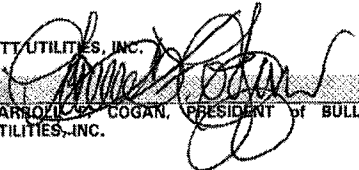
SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

BULLITT UTILITIES, INC.
By: 
CAROLYNN E. COGAN, PRESIDENT OF BULLITT UTILITIES, INC.

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
\$120,000.00	11-09-2007	11-09-2008	310	222 / 61		***	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: BULLITT UTILITIES, INC.
1706 BARDSTOWN RD
LOUISVILLE, KY 40205

Lender: OLD NATIONAL BANK
205 LOUISVILLE COMMERCIAL LENDING
333 EAST MAIN STREET
LOUISVILLE, KY 40202
(502) 540-7300

THIS BUSINESS LOAN AGREEMENT dated November 9, 2007, is made and executed between BULLITT UTILITIES, INC. ("Borrower") and OLD NATIONAL BANK ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement ("Loan"). Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of November 9, 2007, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) guaranties; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Organization. Borrower is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the Commonwealth of Kentucky. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 1706 BARDSTOWN RD, LOUISVILLE, KY 40205. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes)

against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantor named below, on Lender's forms, and in the amount and under the conditions set forth in those guaranties.

<u>Name of Guarantor</u>	<u>Amount</u>
CARROLL F. COGAN	\$120,000.00

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: [REDACTED] 1310

Page 3

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

Agreements. Borrower will not enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after receiving written notice from Lender demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

PRIOR AGREEMENTS AND GUARANTIES. Even though the definition of Related Documents includes loan agreements and credit agreements, this Agreement supersedes any and all prior loan agreements or credit agreements between the Borrower and the Lender. Any and all forms of guaranty executed prior to this Agreement shall remain in full force and effect even if not listed in this Agreement.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the Commonwealth of Kentucky.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of JEFFERSON County, Commonwealth of Kentucky.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and related by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means BULLITT UTILITIES, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: [REDACTED] 1310

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Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means OLD NATIONAL BANK, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by BULLITT UTILITIES, INC. in the principal amount of \$120,000.00 dated November 9, 2007, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

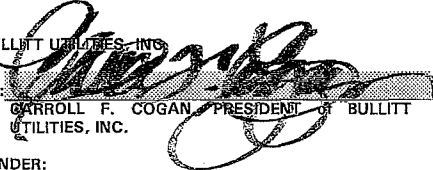
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

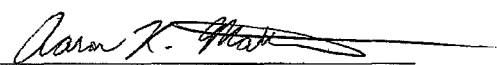
Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED NOVEMBER 9, 2007.

BORROWER:

BULLITT UTILITIES, INC.
By: 
CARROLL F. COGAN, PRESIDENT OF BULLITT UTILITIES, INC.

LENDER:

OLD NATIONAL BANK
By: 
Authorized Signer

Principal	Loan Date	Maturity	Loan No.	Call Coll.	Account	Officer	Initials
\$120,000.00	11-09-2007	11-09-2008	310	222 / 01		***	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor: BULLITT UTILITIES, INC.
 1706 BARDSTOWN RD
 LOUISVILLE, KY 40205

Lender: OLD NATIONAL BANK
 205 LOUISVILLE COMMERCIAL LENDING
 333 EAST MAIN STREET
 LOUISVILLE, KY 40202
 (502) 540-7300

THIS COMMERCIAL SECURITY AGREEMENT dated November 9, 2007, is made and executed between BULLITT UTILITIES, INC. ("Grantor") and OLD NATIONAL BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All of Grantor's interest in personal property of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, including all goods (including inventory, equipment, farm products, consumer goods and any accessions thereto), fixtures, documents, instruments (including promissory notes), accounts (including health care insurance receivables), securities and all other investment property, supporting obligations, chattel paper (whether tangible or electronic), commercial tort claims, deposit accounts, letter of credit rights (whether or not the letter of credit is evidenced by a writing), and all general intangibles (including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, copyrights, copyright applications, software, service marks, goodwill, licenses, permits and agreements of every kind utilized by Grantor in its business), all records of any kind relating to the foregoing, together with all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor. The Grantor further acknowledges and agrees that this Agreement covers, and is intended to cover, all assets of the Grantor.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notice to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall

COMMERCIAL SECURITY AGREEMENT
(Continued)Loan No: 1310

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immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable by any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon

COMMERCIAL SECURITY AGREEMENT
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Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Kentucky Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

COLLATERAL INSPECTION/APPRaisal COST REIMBURSEMENT. Upon such frequency as Lender may determine and whether or not Borrower or Grantor is in default, Lender shall be entitled to perform and Grantor shall cooperate with examinations, inspections, audits and appraisals as provided herein. Grantor shall maintain complete and accurate books and records with respect to Collateral. Upon advance notice by Lender to Grantor, Grantor shall permit access thereto by Lender and by Lender's designated representatives and agents for purposes of inspection, copying and/or auditing. Lender and Lender's designated representatives and agents shall also have the right upon advance notice to examine, inspect and/or appraise any Collateral wherever located. Subject to any limitations under applicable law, Grantor shall reimburse Lender for any professional fees or other expenses incurred by Lender in connection with any examinations, inspections or audits of the books and records of Grantor and/or any examinations, inspections and/or appraisals of the Collateral.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

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Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the Commonwealth of Kentucky.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of JEFFERSON County, Commonwealth of Kentucky.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means BULLITT UTILITIES, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means BULLITT UTILITIES, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means OLD NATIONAL BANK, its successors and assigns.

Note. The word "Note" means the Note executed by BULLITT UTILITIES, INC. in the principal amount of \$120,000.00 dated November 9, 2007, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or

**COMMERCIAL SECURITY AGREEMENT
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credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 9, 2007.

GRANTOR:


BULLITT UTILITIES, INC.
BY: CARROLL P. COGAM, PRESIDENT of BULLITT UTILITIES, INC.

Revised Article 9 UCC Search

UCC Search Results

File amendment to this UCC Return to search form

File number: 2007-2281015-98
Filing date: 11/9/2007 3:30:13 PM
Lapse date: 11/9/2017 3:30:13 PM
Status: A - Active

ACTIONS

Action	File Date	Status
Continuation	6/5/2012 2:01:40 PM	Active - Filed online Sec party of record - OLD NATIONAL BANK
Initial financing Statement	11/9/2007 3:30:13 PM	Active - Filed online

NAMES

Debtor/Secured Party/Filer	Date Added	Address
Debtor BULLITT UTILITIES, INC. OrgID: 61375 Type: Corp. Jurisdiction: KY	11/9/2007 3:30:13 PM	1706 BARDSTOWN RD LOUISVILLE KY 40205
Secured Party OLD NATIONAL BANK	11/9/2007 3:30:13 PM	1 MAIN ST EVANSVILLE IN 47708
Filer Diligenz Inc. [30247791]	11/9/2007 3:30:13 PM	6500 Harbour Heights Pkwy Suite 400 Mukilteo WA 98275
Filer Corporation Service Company [67305859]	6/5/2012 2:01:40 PM	801 Adlai Stevenson Dr Springfield IL 62703

COLLATERAL DESCRIPTION

Date Filed	Collateral Description
11/9/2007 3:30:13 PM	All of debtors interest in personal property of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, including all goods (including inventory, equipment, farm products, consumer goods and any accessions thereto), fixtures, documents, instruments (including promissory notes), accounts (including health care insurance receivables), securities and all other investment property, supporting obligations, chattel paper (whether tangible or electronic), commercial tort claims, deposit accounts, letter of credit rights (whether or not the letter of credit is evidenced by a writing), and all general intangibles (including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, copyrights, copyright applications, software, service marks, goodwill, licenses, permits and agreements of every kind utilized by debtor in its business), all records of any kind relating to the foregoing, together with all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor. The debtor further acknowledges and agrees that this financing statement covers, and is intended to cover, all assets of the debtor.

IMAGES

Document Type	PDF	Tiff Image	File Date	Pages
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UCC Filing - Continuation

PDF

6/5/2012 2:01:40 PM

1



2007-2281015-98.02
 Kentucky Secretary of State
 File Date 6/5/2012 2:01:40 PM
 Status Active
 Fee \$5.00

UCC FINANCING STATEMENT AMENDMENT

Name and address of filer:

Corporation Service Company 67305859
 801 Adlai Stevenson Dr
 Springfield, IL 62703

This document is a representation of a
 filing made electronically at the
 Kentucky Secretary of State's web site

INITIAL FINANCING STATEMENT FILE #

2007-2281015-98

Type of Amendment

Continuation

NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT

a. ORGANIZATION'S NAME

OLD NATIONAL BANK

b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

Fill in this information to identify the case:

Debtor 1 Bullitt Utilities, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of Kentucky

Case number 15-34000-jal

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Bullitt County Sanitation District
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else? No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<p><u>Charity B. Neukomm</u> Name</p> <p><u>710 W Main St</u> Number Street</p> <p><u>Louisville KY 40202</u> City State ZIP Code</p> <p>Contact phone <u>502-540-8285</u></p> <p>Contact email <u>cneukomm@kplouisville.com</u></p>	<p><u>Bullitt County Sanitation District</u> Name</p> <p><u>PO Box 818</u> Number Street</p> <p><u>Hillview KY 40129</u> City State ZIP Code</p> <p>Contact phone <u>(502) 957-6140</u></p> <p>Contact email <u>bullittsanitation@windstream.net</u></p>

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed? No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 78,808.37. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
services performed

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)(3) that applies.

\$ 17,782.34

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.


I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/22/2016
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Jeanie Tinnell
First name Middle name Last name

Title Office Manager

Company Bullitt County Sanitation District
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 818
Number Street
Hillview KY 40129
City State ZIP Code

Contact phone (502) 957-6140 Email jeanietinnell@windstream.net

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

In re:)	
)	
BULLITT UTILITIES, INC.)	CASE NO. 15-34000-JAL
)	
Debtor.)	CHAPTER 7
_____)	

**ATTACHMENT TO PROOF OF CLAIM
FILED BY BULLITT COUNTY SANITATION DISTRICT

Attached hereto as Exhibit A is the Agreement between Bullitt County Sanitation District and Bullitt Utilities, Inc., Dated November 10, 2014, and the First Amendment to Agreement between Bullitt County Sanitation District and Bullitt Utilities, Inc., dated May 15, 2015.

Attached hereto as Exhibit B is the balance detail for the amounts booked in the records of Bullitt County Sanitation District, in its capacity as receiver. The unsecured claim totals \$78,808.37.

Attached hereto as Exhibit C is an invoice for services performed prior to the petition date in the amount of \$13,672.94. Such amount has not been reflected as paid in the receivership records.

Attached hereto as Exhibit D is an invoice for services performed during December 2015 and invoiced January 8, 2016 in the amount of \$17,782.34. Such amount has not been reflected as paid in the receivership records. Some or all of this amount is entitled to priority pursuant to 11 U.S.C. § 507(a)(3).

Attached hereto as Exhibit E is the unpaid bills detail showing how the funds have been applied. The remaining amount, in the sum of \$47,353.09, is reflecting in the receivership's records as having been paid. It is included herein to the extent it is later determined that such amounts should have been applied to other invoices.

The total claim on the date of the order for relief was \$78,808.37. Of this amount, \$17,782.34 is entitled to priority treatment.

AGREEMENT BETWEEN BULLITT COUNTY SANITATION DISTRICT AND BULLITT UTILITIES, INC.

DATED 10/01/14

Come Bullitt County Sanitation District ("BCSD") and Bullitt Utilities, Inc. ("Bullitt Utilities"), on this the 10 day of October, 2014 and hereby enter into this Agreement.

NOISEM BEL

WHEREAS, Bullitt Utilities is a privately owned wastewater utility that owns the Hunters Hollow wastewater treatment plant ("WWTP") and collection system located in Bullitt County, Kentucky. The Hunters Hollow WWTP was a 250,000 gallon per day ("gpd") WWTP providing service for approximately 696 residential and commercial customers at a residential rate of \$26.83 per month. On or about March 29, 2014, the Hunters Hollow WWTP suffered a catastrophic failure.

WHEREAS, Bullitt Utilities has provided treatment for the wastewater generated by the Hunters Hollow collection system ("Collection System") since March 29, 2014 through the use of a Pecco temporary WWTP and a Veolia temporary WWTP. The cost to operate these temporary WWTPS is exorbitant, and a short term and long term solution to the failure of the Hunters Hollow WWTP is needed in order to provide treatment for the wastewater generated by the Collection System.

WHEREAS, in order to avoid an environmental emergency, BCSD is willing to provide short term emergency treatment for the wastewater generated by the Collection System until a permanent solution to the failure of the Hunters Hollow WWTP can be implemented which is expected to be on or before December 31, 2016.

NOW THEREFORE, in consideration of the premises set forth herein, BCSD and Bullitt Utilities hereby agree to the following terms:

1. BCSD agrees to make any and all reasonable efforts to accept the wastewater flow from the Collection System within sixty (60) days of the execution of this Agreement. BCSD shall not be responsible for failure to complete the construction of the proposed facilities due to state or federal permitting requirements (Division of Water, Department of Transportation, etc.), acquisition of easements or any other delay due to causes beyond the control of BCSD.
2. BCSD agrees to provide treatment for the wastewater generated by the Collection System until December 31, 2016.
3. Bullitt Utilities will purchase and install two (2) magnetic flow meters, and BCSD shall maintain the two (2) flow meters. One meter will be provided for the Collection System's flow diverted to Union Tool (divided between Plant Three and Willabrook), and the second meter will be provided for the Collection System's flow diverted to Pioneer Village.
4. BCSD shall make every reasonable attempt to accept from the Collection System an average daily flow of 160,000 gallons with a maximum peak daily flow of up to 300,000 gallons. The amount of maximum peak day flow accepted shall be dependent upon performance of BCSD

treatment facilities. BCSD shall have all authority to make adjustments to the pump rates from the Collection System.

5. Any overflows from the Collection System caused by flows in excess of those stated in paragraph 4 above, shall be reported to the Kentucky Division of Water by Bullitt Utilities, and shall be the responsibility of Bullitt Utilities until the Collection System is conveyed to BCSD or another entity.
6. BCSD shall only be responsible for the portion of the pipeline from the flow meters installed by Bullitt Utilities to the BCSD's treatment plants.
7. Bullitt Utilities shall be responsible for maintaining the Hunters Hollow Collection System and for the operation and maintenance of the pumps at the site of the former Hunters Hollow WWTP.
8. Bullitt Utilities agrees to pay BCSD for treatment of wastewater from the Collection System an amount equal to eighty percent (80%) of the gross revenue, excluding surcharge receipts, received by Bullitt Utilities from its customers per month. Bullitt Utilities shall request the Louisville Water Company to, if possible, pay this eighty percent of monthly gross revenue, excluding surcharge receipts, directly to BCSD.
9. BCSD shall engineer the pipeline from BCSD's existing facilities up to the two (2) new flow meters for the Hunters Hollow Collection System and shall engineer upgrades required at BCSD pump stations to accept the increased flows from the Collection System. Bullitt Utilities shall engineer the two (2) new flow meters, and the pumping and piping systems from its existing facilities to said flow meters. BCSD shall have review authority of Bullitt Utilities' pumping system engineering design to the two (2) new flow metering points, including the flow meters, to assure that flow rates can be controlled during peak day flow events. Bullitt Utilities' pumps shall have variable rate adjustment for controlling flow rates.
10. BCSD shall require a contribution in aid of construction in the amount of \$125,000.00. The \$125,000 is to be paid directly to BCSD upon execution of this Agreement.

continue to receive the surcharge proceeds after Bullitt Utilities' sale of the Collection System, the BCSD shall have the right to purchase the Collection System for the amount of One Dollar (\$1.00) upon the expiration of the surcharge.

15. General provisions

15.1 Successors and Assigns. No party shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other parties. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public or private body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to the Agreement.

15.2 Mediation. Claims, disputes or other matter in question between the parties to this Agreement shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Agreement. Unless otherwise agreed to in writing, the parties shall continue to provide and/or make the treatment, work and payments to be performed pursuant to this Agreement during any mediation or litigation, except for payments for items or work in dispute. Either party may initiate a mediation proceeding by submitting a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event after the applicable statute of limitations has expired. The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. Each party is to bear its own fees, costs and expenses of said mediation. In the event that mediation is unsuccessful, all claims, disputes, or other matters in question shall be resolved in the Circuit or District Courts of Bullitt County, Kentucky and shall be governed by the laws of the Commonwealth of Kentucky.

15.3 This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same Agreement.

15.4 Construction. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties hereto that the Court, administrative body or other entity interpreting or construing this Agreement shall not apply the presumption that the provisions hereof shall be more strictly construed against one party than another by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agent prepared the same. The headings of sections and subsections are for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

15.5 Notices. All notices, requests, demands, or other communications required under this Agreement shall be made in writing and shall be served by hand delivery or by placing such in the United States Mail, certified mail, return receipt requested and bearing adequate postage or by overnight mail. Each notice shall be effective upon receipt.

15.6 Waiver. No waiver by any party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.

15.7 Severability. In the event that any term, provision or covenant hereunder shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party to the Agreement and the invalid unenforceable covenant shall automatically be deemed modified and amended to provide the maximum rights available under applicable law to the party who is the beneficiary of the term, provision, or covenant in question.

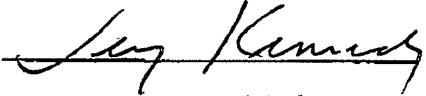
15.8 Authority of Parties. The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

15.9 IN THE EVENT THAT EITHER THE BCSD AND/OR BULLITT UTILITIES IS UNABLE TO NEGOTIATE AN AGREED ORDER WITH THE ENERGY AND ENVIRONMENT CABINET THAT IS NOT ACCEPTABLE TO THE PARTY TO THE AGREED ORDER, THIS AGREEMENT SHALL BECOME NULL AND VOID AND UNENFORCEABLE.

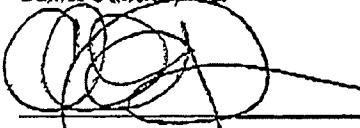
15.10 Entire Agreement. This Agreement sets forth the entire Agreement between the parties hereto and, except as otherwise expressly provided, fully replaces, cancels and supersedes any and all prior Agreements or understandings between the parties hereto pursuant to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Bullitt County Sanitation District


JERRY KENNEDY
DISTRICT MGR 11-10-14
Print name and title

Bullitt Utilities, Inc


CHRISTOPHER G. COGAN, AS:
POWER OF ATTORNEY FOR:
CARROLL F. COGAN, ITS:
Print name and title PRESIDENT

DRAFT 050415

FIRST AMENDMENT TO AGREEMENT BETWEEN BULLITT COUNTY SANITATION DISTRICT AND BULLITT UTILITIES, INC.

Come the parties to the Agreement Between the Bullitt County Sanitation District and Bullitt Utilities, Inc. , dated November 11, 2014 (hereinafter "November 11, 2014 Agreement"), and hereby enter into this First Amendment to the November 11, 2014, Agreement on this the 15 day of May, 2015.

WHEREAS, Bullitt Utilities, Inc. ("Bullitt Utilities") is constructing a pump station and wet well, with associated equipment, to convey the sanitary sewage from the Hunters Hollow collection system to the Bullitt County Sanitation District ("BCSD") sanitary sewer system for treatment (hereinafter "Pump Station and Wet Well"), and BCSD has reviewed and approved the plans and specifications for the Pump Station and Wet Well.

WHEREAS, Bullitt Utilities is submitting to the Kentucky Division of Water (hereinafter "DOW") for review and approval the plans and specifications for the Pump Station and Wet Well.

WHEREAS, Bullitt Utilities is entering into a contract with Larry Clark Construction, Inc., for the construction of the Pump Station and Wet Well, and it will take approximately 60 to 90 days from the issuance of notice to proceed for the construction of the Pump Station and Wet Well to be completed.

WHEREAS, BCSD and Bullitt Utilities wish to enter into this First Amendment to the November 11, 2014, Agreement to address the BCSD's treatment of the sanitary sewage generated by the Hunters Hollow Collection system during the time period from May 4, 2015, until the completion of the construction of the Pump Station and Wet Well (hereinafter "Construction Time Period").

NOW THEREFORE, in consideration of the premises set forth herein, BCSD and Bullitt Utilities hereby agree to the following terms:

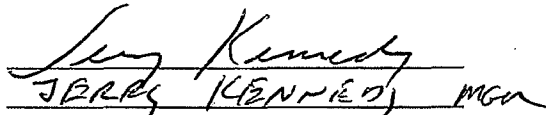
1. During the Construction Time Period, BCSD agrees to make any and all reasonable efforts to accept from the Hunters Hollow collection system, for treatment, up to 180,000 gallons per day of sanitary sewage. The amount of maximum peak day flow accepted shall be dependent upon performance of BCSD treatment facilities. BCSD shall have all authority to make adjustments to the pump rates from the Collection System, and Bullitt Utilities shall make any and all reasonable efforts to maintain the flow from the Hunters Hollow collection system at no more than 180,000 gallons per day.
2. Bullitt Utilities agrees to install two (2) recordable magnetic flow meters or recordable ultrasonic flow meters on its lines conveying the sanitary sewage to BCSD's sanitary sewage system, one for the flow diverted to Union Tool (divided between Plant Three and Willabrook), and one for the flow diverted to Pioneer Village. BCSD shall only be

responsible for the portion of the pipeline from these flow meters to BCSD's treatment plants.

3. Bullitt Utilities further agrees to install an alarm that will provide it with notice in the event the equipment pumping the sanitary sewage from the Hunters Hollow collection system to BCSD's sanitary sewer system is not working properly.
4. BCSD agrees that Bullitt Utilities is authorized to use its submersible pump and its self priming pump to pump the sanitary sewage from the Hunters Hollow collection system to BCSD's sanitary sewer system during the Construction Time Period. Bullitt Utilities agrees to complete the repair of its second self-priming pump and have it available for use as a replacement pump as soon as possible.
5. Bullitt Utilities agrees to construct the Pump Station and Wet Well in accordance with the plans and specifications, as previously approved by BCSD, subject to modifications required by the Kentucky Department of Environmental Protection. However, Bullitt Utilities may substitute recordable ultrasonic flow meters for the recordable magnetic flow meters.
6. Bullitt Utilities agrees to provide BCSD with a copy of the signed contract providing for the construction of the Pump Station and Wet Well, the Notice to Proceed and a copy of the down payment check. Bullitt Utilities further agrees to provide BCSD personnel reasonable access to its facilities in order to determine that the self priming pump and submersible pump are working properly.
7. Bullitt Utilities agrees to pay BCSD for treatment of the sanitary sewage from the Hunters Hollow collection system during the Construction Time Period and thereafter, an amount equal to eighty percent (80%) of Bullitt Utilities' gross revenue as of the execution of this First Amendment, excluding surcharge receipts, received by Bullitt Utilities from its customers per month. Bullitt Utilities shall request the Louisville Water Company to, if possible, pay this eighty percent (80%) of monthly gross revenue, excluding surcharge receipts, directly to BCSD. The payment to be made to BCSD shall be pro-rated based on the number of days per month BCSD accepts wastewater for treatment.
8. The provisions of the November 11, 2014, Agreement, that have not been modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Bullitt County Sanitation District


JERRY KENNEDY MGR

Print name and title

Bullitt Utilities, Inc.


CHRISTOPHER G. COGHAN, AS

Print name and title POWER OF ATTORNEY

FOR: CARROLL F. COGHAN, PRESIDENT

12:24 PM

09/21/16

BCSD AS RECEIVER FOR BULLITT UTILITIES INC.
Vendor Balance Detail
All Transactions

Type	Date	Num	Account	Amount	Balance
American Metal Supply Co.					
Bill	11/03/2015	2052...	20000 · Account...	2,059.34	2,059.34
Bill Pmt -Check	11/09/2015	26	20000 · Account...	-2,059.34	0.00
Bill	11/17/2015	2061...	20000 · Account...	153.00	153.00
Bill	12/02/2015	2065...	20000 · Account...	1,961.71	2,114.71
Bill Pmt -Check	12/14/2015	1050	20000 · Account...	-2,114.71	0.00
Bill	12/17/2015	2071...	20000 · Account...	153.00	153.00
Bill	12/23/2015	2060...	20000 · Account...	152.05	305.05
Bill	01/11/2016	2086...	20000 · Account...	93.50	398.55
Bill	01/11/2016	2086...	20000 · Account...	78.50	477.05
Bill Pmt -Check	01/12/2016	1084	20000 · Account...	-172.00	305.05
Bill Pmt -Check	02/08/2016	1099	20000 · Account...	-305.05	0.00
Bill	02/12/2016	209	20000 · Account...	258.50	258.50
Bill	02/23/2016	2108...	20000 · Account...	92.00	350.50
Bill	02/29/2016	2112...	20000 · Account...	275.40	625.90
Bill	03/07/2016	2115...	20000 · Account...	156.95	782.85
Bill Pmt -Check	04/07/2016	1123	20000 · Account...	-782.85	0.00
Total American Metal Supply Co.				0.00	0.00
BCSD					
Bill	10/01/2015	334	20000 · Account...	12,000.00	12,000.00
Bill	10/31/2015	336	20000 · Account...	270.00	12,270.00
Bill	10/31/2015	335	20000 · Account...	3,055.00	15,325.00
Bill	11/06/2015	337	20000 · Account...	16,558.09	31,883.09
Bill	11/13/2015	339	20000 · Account...	9,515.00	41,398.09
Bill	11/16/2015	342	20000 · Account...	3,055.00	44,453.09
Bill	11/16/2015	341	20000 · Account...	2,150.00	46,603.09
Bill	11/16/2015	340	20000 · Account...	750.00	47,353.09
Bill	01/11/2016	344	20000 · Account...	13,672.94	61,026.03
Bill	01/11/2016	345	20000 · Account...	17,782.34	78,808.37
Bill	02/12/2016	348	20000 · Account...	4,169.86	82,978.23
Bill	03/01/2016	349	20000 · Account...	1,020.00	83,998.23
Bill	03/10/2016	351	20000 · Account...	16,293.49	100,291.72
Bill	03/10/2016	350	20000 · Account...	4,427.50	104,719.22
Bill Pmt -Check	03/11/2016	1117	20000 · Account...	-12,000.00	92,719.22
Bill Pmt -Check	04/08/2016	1140	20000 · Account...	-5,095.00	87,624.22
Bill	04/08/2016	353	20000 · Account...	18,121.07	105,745.29
Bill	05/11/2016	354	20000 · Account...	12,491.78	118,237.07
Bill	06/13/2016	355	20000 · Account...	16,462.22	134,699.29
Bill	06/13/2016	356	20000 · Account...	7,379.00	142,078.29
Bill Pmt -Check	06/15/2016	1173	20000 · Account...	-9,515.00	132,563.29
Bill Pmt -Check	06/15/2016	1174	20000 · Account...	-2,150.00	130,413.29
Bill	06/20/2016	358	20000 · Account...	3,060.00	133,473.29
Bill Pmt -Check	06/30/2016	1183	20000 · Account...	-16,293.49	117,179.80
Bill	07/12/2016	360	20000 · Account...	16,858.06	134,037.86
Bill	07/12/2016	361	20000 · Account...	5,000.00	139,037.86
Bill	07/31/2016	362	20000 · Account...	13,701.01	152,738.87
Bill Pmt -Check	08/16/2016	1192	20000 · Account...	-9,169.86	143,569.01
Bill	08/18/2016	363	20000 · Account...	3,060.00	146,629.01
Bill	09/12/2016	378	20000 · Account...	0.00	146,629.01
Bill	09/12/2016	377	20000 · Account...	9,252.95	155,881.96
Bill	09/12/2016	376	20000 · Account...	5,000.00	160,881.96
Bill	09/12/2016	378	20000 · Account...	8,601.00	169,482.96
Bill	09/12/2016	375	20000 · Account...	3,660.84	173,143.80
Bill	09/12/2016	374	20000 · Account...	18,400.74	191,544.54
Bill Pmt -Check	09/12/2016	1197	20000 · Account...	-19,613.09	171,931.45
Total BCSD				171,931.45	171,931.45
Bill Luttrell					
Bill	02/05/2016	2026...	20000 · Account...	66.00	66.00
Bill Pmt -Check	02/05/2016	1093	20000 · Account...	-66.00	0.00
Total Bill Luttrell				0.00	0.00

Bullitt County Sanitation District

P.O. Box 818
Hillview, KY 40129

Invoice

Invoice #: 344

Invoice Date: 12/11/2015

Due Date: 12/11/2015

Project:

P.O. Number: VERBAL

Bill To:

BCSD
RECEIVER FOR HH
P O BOX 818
HILLVIEW, KENTUCKY 40129

Description	Proposal Amount	Prior Amount	Current Amount
HUNTERS HOLLOW NOVEMBER 205 MONTHLY INVOICE			13,672.94

Total	\$13,672.94
Payments/Credits	\$0.00
Balance Due	\$13,672.94

Bullitt County Sanitation District

P.O. Box 818
Hillview, KY 40129

Invoice

Invoice #: 345

Invoice Date: 1/8/2016

Due Date: 1/8/2016

Project:

P.O. Number: VERBAL

Bill To:

BCSD
RECEIVER FOR HH
P O BOX 818
HILLVIEW, KENTUCKY 40129

Description	Proposal Amount	Prior Amount	Current Amount
REGULAR BILLING FOR DECEMBER 2015			17,782.34

Total \$17,782.34

Payments/Credits \$0.00

Balance Due \$17,782.34

7:47 AM

09/22/16

BCSD AS RECEIVER FOR BULLITT UTILITIES INC.**Unpaid Bills Detail**

As of September 22, 2016

Type	Date	Num	Due Date	Aging	Open Balance
BCSD					
Bill	01/11/2016	344	01/21/2016	245	13,672.94
Bill	01/11/2016	345	01/21/2016	245	17,782.34
Bill	03/10/2016	350	03/20/2016	186	4,427.50
Bill	04/08/2016	353	04/18/2016	157	18,121.07
Bill	05/11/2016	354	05/21/2016	124	12,491.78
Bill	06/13/2016	355	06/23/2016	91	16,462.22
Bill	06/13/2016	356	06/23/2016	91	7,379.00
Bill	06/20/2016	358	06/30/2016	84	3,060.00
Bill	07/12/2016	360	07/22/2016	62	16,858.06
Bill	07/31/2016	362	08/10/2016	43	13,701.01
Bill	08/18/2016	363	08/28/2016	25	3,060.00
Bill	09/12/2016	377	09/22/2016		9,252.95
Bill	09/12/2016	376	09/22/2016		5,000.00
Bill	09/12/2016	378	09/22/2016		8,601.00
Bill	09/12/2016	375	09/22/2016		3,660.84
Bill	09/12/2016	374	09/22/2016		18,400.74
Total BCSD					171,931.45
M.L. JOHNSON CO.					
Bill	12/08/2015	27334	01/07/2016	259	466.82
Total M.L. JOHNSON CO.					466.82
PELTON ENVIRONMENTAL PRODUCTS					
Bill	03/21/2016	5460	03/31/2016	175	3,226.12
Total PELTON ENVIRONMENTAL PRODUCTS					3,226.12
Salt River Electric					
Bill	09/13/2016	1530...	09/13/2016	9	296.94
Bill	09/13/2016	1530...	09/13/2016	9	683.43
Bill	09/13/2016	1530...	09/13/2016	9	280.41
Total Salt River Electric					1,260.78
SANDERS SALES & SERVICE					
Bill	09/19/2016	7290	10/19/2016		335.00
Total SANDERS SALES & SERVICE					335.00
USA BLUEBOOK					
Bill	02/12/2016	8623...	03/13/2016	193	0.01
Total USA BLUEBOOK					0.01
TOTAL					177,220.18