

SUBMIT ORIGINAL AND FIVE ADDITIONAL COPIES, UNLESS FILING ELECTRONICALLY

APPLICATION FOR RATE ADJUSTMENT
BEFORE THE PUBLIC SERVICE COMMISSION

For Small Utilities Pursuant to 807 KAR 5:076
(Alternative Rate Filing)

Christian County Water District

(Name of Utility)

1940 Dawson Springs Road

(Business Mailing Address - Number and Street, or P.O. Box)

Hopkinsville, KY 42240

(Business Mailing Address - City, State, and Zip)

270-886-3696

(Telephone Number)

BASIC INFORMATION

NAME, TITLE, ADDRESS, TELEPHONE NUMBER and E-MAIL ADDRESS of the person to whom correspondence or communications concerning this application should be directed:

James R. Owen

(Name)

1940 Dawson Springs Road

(Address - Number and Street or P.O. Box)

Hopkinsville, KY 42240

(Address - City, State, Zip)

270-886-3696

(Telephone Number)

jameso@ccwd.net

(Email Address)

(For each statement below, the Applicant should check either "YES", "NO", or "NOT APPLICABLE" (N/A))

	YES	NO	N/A
1. a. In its immediate past calendar year of operation, Applicant had \$5,000,000 or less in gross annual revenue.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Applicant operates two or more divisions that provide different types of utility service. In its immediate past calendar year of operation, Applicant had \$5,000,000 or less in gross annual revenue from the division for which a rate adjustment is sought.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. a. Applicant has filed an annual report with the Public Service Commission for the past year.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Applicant has filed an annual report with the Public Service Commission for the two previous years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Applicant's records are kept separate from other commonly-owned enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

YES NO N/A

4. a. Applicant is a corporation that is organized under the laws of the state of _____, is authorized to operate in, and is in good standing in the state of Kentucky.
 - b. Applicant is a limited liability company that is organized under the laws of the state of _____, is authorized to operate in, and is in good standing in the state of Kentucky.
 - c. Applicant is a limited partnership that is organized under the laws of the state of _____, is authorized to operate in, and is in good standing in the state of Kentucky.
 - d. Applicant is a sole proprietorship or partnership.
 - e. Applicant is a water district organized pursuant to KRS Chapter 74.
 - f. Applicant is a water association organized pursuant to KRS Chapter 273.
5. a. A paper copy of this application has been mailed to Office of Rate Intervention, Office of Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601-8204.
 - b. An electronic copy of this application has been electronically mailed to Office of Rate Intervention, Office of Attorney General at rateintervention@ag.ky.gov.
6. a. Applicant has 20 or fewer customers and has mailed written notice of the proposed rate adjustment to each of its customers no later than the date this application was filed with the Public Service Commission. A copy of this notice is attached to this application. **(Attach a copy of customer notice.)**
 - b. Applicant has more than 20 customers and has included written notice of the proposed rate adjustment with customer bills that were mailed by the date on which the application was filed. A copy of this notice is attached to this application. **(Attach a copy of customer notice.)**
 - c. Applicant has more than 20 customers and has made arrangements to publish notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in its service area, the first publication having been made by the date on which this Application was filed. A copy of this notice is attached to this application. **(Attach a copy of customer notice.)**
7. Applicant requires a rate adjustment for the reasons set forth in the attachment entitled "Reasons for Application." **(Attach completed "Reasons for Application" Attachment.)**

YES NO N/A

8. Applicant proposes to charge the rates that are set forth in the attachment entitled "Current and Proposed Rates." **(Attach completed "Current and Proposed Rates" Attachment.)**
9. Applicant proposes to use its annual report for the immediate past year as the test period to determine the reasonableness of its proposed rates. This annual report is for the 12 months ending December 31, 2020.
10. Applicant has reason to believe that some of the revenue and expense items set forth in its most recent annual report have or will change and proposes to adjust the test period amount of these items to reflect these changes. A statement of the test period amount, expected changes, and reasons for each expected change is set forth in the attachment "Statement of Adjusted Operations." **(Attach a completed copy of appropriate "Statement of Adjusted Operations" Attachment and any invoices, letters, contracts, receipts or other documents that support the expected change in costs.)**
11. Based upon test period operations, and considering any known and measurable adjustments, Applicant requires additional revenues of \$ 200,768 and total revenues from service rates of \$ 3,941,715. The manner in which these amounts were calculated is set forth in "Revenue Requirement Calculation" Attachment. **(Attach a completed "Revenue Requirement Calculation" Attachment.)**
12. As of the **date of the filing of this application**, Applicant had 6,260 customers.
13. A billing analysis of Applicant's current and proposed rates is attached to this application. **(Attach a completed "Billing Analysis" Attachment.)**
14. Applicant's depreciation schedule of utility plant in service is attached. **(Attach a schedule that shows per account group: the asset's original cost, accumulated depreciation balance as of the end of the test period, the useful lives assigned to each asset and resulting depreciation expense.)**
15. a. Applicant has outstanding evidences of indebtedness, such as mortgage agreements, promissory notes, or bonds.
- b. Applicant has attached to this application a copy of each outstanding evidence of indebtedness (e.g., mortgage agreement, promissory note, bond resolution).
- c. Applicant has attached an amortization schedule for each outstanding evidence of indebtedness.

YES NO N/A

16. a. Applicant is not required to file state and federal tax returns.
- b. Applicant is required to file state and federal tax returns.
- c. Applicant's most recent state and federal tax returns are attached to this Application.
(Attach a copy of returns.)
17. Approximately 0% (Insert dollar amount or percentage of total utility plant) of Applicant's total utility plant was recovered through the sale of real estate lots or other contributions.
18. Applicant has attached a completed Statement of Disclosure of Related Party Transactions for each person who 807 KAR 5:076, §4(h) requires to complete such form.

By submitting this application, the Applicant consents to the procedures set forth in 807 KAR 5:076 and waives any right to place its proposed rates into effect earlier than six months from the date on which the application is accepted by the Public Service Commission for filing.

I am authorized by the Applicant to sign and file this application on the Applicant's behalf, have read and completed this application, and to the best of my knowledge all the information contained in this application and its attachments is true and correct.

Signed

James R. Owen
Officer of the Company/Authorized Representative

Title

General Manager

Date

9-10-2021

COMMONWEALTH OF KENTUCKY

COUNTY OF Christian

Before me appeared James R. Owen, who after being duly sworn, stated that he/she had read and completed this application, that he/she is authorized to sign and file this application on behalf of the Applicant, and that to the best of his/her knowledge all the information contained in this application and its attachments is true and correct.

Cardonna Fuller 610321
Notary PublicMy commission expires: Oct 11, 2022

LIST OF ATTACHMENTS
(Indicate all documents submitted by checking box)

- Customer Notice of Proposed Rate Adjustment
- "Reasons for Application" Attachment
- Current and Proposed Rates" Attachment
- "Statement of Adjusted Operations" Attachment
- "Revenue Requirements Calculation" Attachment
- Attachment Billing Analysis" Attachment
- Depreciation Schedules
- Outstanding Debt Instruments (i.e., Bond Resolutions, Mortgages, Promissory Notes, Amortization Schedules.)
- State Tax Return
- Federal Tax Return
- Statement of Disclosure of Related Party Transactions - ARF Form 3

LIST OF ATTACHMENTS
CHRISTIAN COUNTY WATER DISTRICT

1. Customer Notice of Proposed Rate Adjustments
2. Reasons for Application
3. Current and Proposed Rates
4. Statement of Adjusted Operations and Revenue Requirements with the following attachments:
 - i. References
 - ii. Table A - Depreciation Expense Adjustments
 - iii. Table B - Debt Service Schedule
5. Current Billing Analysis
6. Proposed Billing Analysis
7. Depreciation Schedule
8. Outstanding Debt Instruments
 - i. RD Loan Phase VI
 - ii. KRWFC Series 2012C
 - iii. KRWFC Series 2013B
 - iv. KRWFC Series 2016B
 - v. Series 2018 Phase VIII
 - vi. KRWFC Series 2020G
9. Amortization Schedules
10. Statements of Disclosure of Related Party Transactions
11. Board Resolution

Attachment #1

CHRISTIAN COUNTY WATER DISTRICT CUSTOMER NOTICE

Notice is hereby given that the Christian County Water District expects to file an application with the Kentucky Public Service Commission on or about September 24, 2021, seeking approval of a proposed adjustment to its water rates. The proposed rates shall not become effective until the Public Service Commission has issued an order approving these rates.

	<u>Current</u>	<u>Proposed</u>	<u>Difference</u>	
<u>5/8 Inch X 3/4 Inch Meter</u>				
First 0 gallons	\$19.65 per month	\$20.71 per month	\$1.06	5.39%
All Over 0 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%
<u>1 Inch Meter</u>				
First 5,000 gallons	\$52.65 per month	\$55.16 per month	\$2.51	4.77%
All Over 5,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%
<u>1 1/2 Inch Meter</u>				
First 10,000 gallons	\$85.35 per month	\$89.61 per month	\$4.26	4.99%
All Over 10,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%
<u>2 Inch Meter</u>				
First 50,000 gallons	\$346.95 per month	\$365.21 per month	\$18.26	5.26%
All Over 50,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%
<u>4 Inch Meter</u>				
First 100,000 gallons	\$673.95 per month	\$709.71 per month	\$35.76	5.31%
All Over 100,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%

If the Public Service Commission approves the proposed rates, then the monthly bill for a customer using an average of 4,000 gallons per month will increase from \$45.81 to \$48.27. This is an increase of \$2.46 or 5.37%. The rates contained in this notice are the rates proposed by Christian County Water District. However, the Public Service Commission may order rates to be charged that differ from these proposed rates. Such action may result in rates for consumers other than the rates shown in this notice. Christian County Water District has available for inspection at its office the application which it submitted to the Public Service Commission. A person may examine this application at the District's office located at 1940 Dawson Springs Road, Hopkinsville, KY, 42240. You may contact the office at 270-886-3696. A person may also examine the application at the Public Service Commission's offices located at 211 Sower Boulevard, Frankfort, Kentucky, 40601, Monday through Friday, 8:00 a.m. to 4:30 p.m., or through the Public Service Commission's website at <http://psc.ky.gov>. Comments regarding the application may be submitted to the Public Service Commission through its website or by mail to Public Service Commission, PO Box 615, Frankfort, Kentucky, 40602. You may contact the Public Service Commission at 502-564-3940. A person may submit a timely written request for intervention to the Public Service Commission, PO Box 615, Frankfort, KY, 40602, establishing the grounds for the request including the status and interest of the party. If the Public Service Commission does not receive a written request for intervention within thirty (30) days of the initial publication of this notice, the Public Service Commission may take final action on the application.

Attachment #2

Reasons for Application

Christian County Water District (“the District”) is requesting a 5.4 percent rate increase for all of its water customers. The rate increase will generate approximately \$200,768 in additional annual revenue.

The District needs the rate increase for the following reasons:

1. To enable the District to pay its annual principal payments on its existing long term debt from water revenues rather than from depreciation reserves;
2. To enable the District to meet the requirements set forth in its existing debt instruments;
3. To restore the District to a sound financial condition; and
4. To enable the District to enhance its financial capacity so it can continue to operate its system in compliance with the federal Safe Drinking Water Act, as amended in 1996, and KRS Chapter 151.

Attachment #3

CURRENT AND PROPOSED RATES
CHRISTIAN COUNTY WATER DISTRICT

	<u>Current</u>	<u>Proposed</u>	<u>Difference</u>	
<u>5/8 Inch X 3/4 Inch Meter</u>				
First 0 gallons	\$19.65 per month	\$20.71 per month	\$1.06	5.39%
All Over 0 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%
 <u>1 Inch Meter</u>				
First 5,000 gallons	\$52.65 per month	\$55.16 per month	\$2.51	4.77%
All Over 5,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%
 <u>1 1/2 Inch Meter</u>				
First 10,000 gallons	\$85.35 per month	\$89.61 per month	\$4.26	4.99%
All Over 10,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%
 <u>2 Inch Meter</u>				
First 50,000 gallons	\$346.95 per month	\$365.21 per month	\$18.26	5.26%
All Over 50,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%
 <u>4 Inch Meter</u>				
First 100,000 gallons	\$673.95 per month	\$709.71 per month	\$35.76	5.31%
All Over 100,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35	5.35%

Attachment #4

SCHEDULE OF ADJUSTED OPERATIONS
CHRISTIAN COUNTY WATER DISTRICT

	<u>Test Year</u>	<u>Adjustments</u>	<u>Ref.</u>	<u>Proforma</u>
<u>Operating Revenues</u>				
Total Metered Retail Sales	3,601,759	139,188	A	3,740,947
Private Fire Protection	2,641			2,641
Sales for Resale	15,288			15,288
Interdepartmental Sales	(181)			(181)
Other Water Revenues:				
Forfeited Discounts	11,331	42,516	B	53,847
Miscellaneous Service Revenues	9,966			9,966
Interdepartments Rents	2,088			2,088
Total Operating Revenues	3,642,892	181,704		3,812,542
<u>Operating Expenses</u>				
Operation and Maintenance				
Salaries and Wages - Employees	613,563	(14,503)	C	
		(19,485)	H	
				579,575
Salaries and Wages - Officers	30,000			30,000
Employee Pensions and Benefits	355,731	(171,559)	J	
		(39,673)	J	
		6,122	E	
				150,621
Purchased Water	1,219,214	(9,092)	I	1,210,122
Purchased Power	84,400	(629)	I	83,771
Fuel for Power Production / Office Utilities	23,336	1,212	K	24,548
Chemicals	962			962
Materials and Supplies	226,548	(45,465)	H	181,083
Contractual Services	42,831			42,831
Rental of Equipment	1,085			1,085
Rental of Building/Real Property	-			-
Transportation Expenses	19,531			19,531
Insurance - Vehicle	64,848			64,848
Insurance - Gen. Liab. & Workers Comp.	11,097			11,097
Insurance - Other	120,141	(21,808)	F	98,333
Bad Debt	(26)			(26)
Miscellaneous Expenses	112,359			112,359
Total Operation and Mnt. Expenses	2,925,620	(314,880)		2,610,740
Depreciation Expense	589,269	(61,483)	G	527,786
Taxes Other Than Income	57,351	(4,136)	D	53,215
Total Operating Expenses	3,572,240	(380,499)		3,191,741
Total Utility Operating Income	70,652	562,203		620,801

REVENUE REQUIREMENTS

Pro Forma Operating Expenses		3,191,741
Plus: Average Annual Principal and Interest Payments	L	714,655
Additional Working Capital	M	142,931
Total Revenue Requirement		4,049,327
Less: Other Operating Revenue		65,901
Private Fire Protection		2,641
Sales for Resale		15,288
Interest Income		39,070
Revenue Required From Sales of Water		3,941,715
Less: Revenue from Sales with Present Rates		3,740,947
Required Revenue Increase		200,768
Percent Increase		5.40%

REFERENCES

- A. The Current Billing Analysis results in pro forma metered sales revenue of \$3,740,947. This reflects a full year at the retail rates that were effective in 2020 and indicates an addition to reported Metered Sales of \$139,188 is required.
- B. In spring of 2020, the Governor issued an Executive Order that prohibited utilities from charging Late Fees on past due accounts. This Order has now been rescinded. To normalize the revenue from Late Fees an adjustment of \$42,516 is added to the amount reported for 2020. This brings the pro forma figure for Late Fees back to the level experienced in 2019.
- C. Since 2020, there have been increases in wage rate offset by two former employees replaced by new employees at lower wages and benefits. These changes result in an annual wage decrease of \$14,503.
- D. The net decrease in wages also results in lower payroll taxes of \$4,136.
- E. The net decrease in wages coupled with an increase in the employer's contribution rate charged by CERS will result in higher payments for the retirement program. These payments are estimated to increase by \$6,122.
- F. The District pays 100 percent of its employees' health and dental insurance premiums. The PSC requires that expenses associated with this level of employer-funded premiums be adjusted to be consistent with the Bureau of Labor Statistics' national average for an employer's share of health insurance premiums. Average employer shares from BLS are currently 79 percent for single coverage and 66 percent for families. The PSC also limits expenses associated with dental insurance premiums to 60 percent for single and family coverages. Applying those percentages to premiums to be paid in the current year results in a deduction from 2020 benefits expense of \$21,808.
- G. The PSC requires adjustments to a water utility's depreciation expense when asset lives fall outside the ranges recommended by NARUC in its publication titled "Depreciation Practices for Small Utilities". Therefore, adjustments are included to bring asset lives to the midpoint of the recommended ranges. An adjustment is also included for the new meters installed in 2020. See Table A.
- H. The District collected \$64,950 in tapping fees in 2020. These taps were installed by District forces and were recorded as labor and materials expenses. Labor expense has been reduced by \$19,485 or 30% of the tapping fees while Materials and Supplies expense has been reduced by \$45,465 or 70% of the tapping fees.
- I. The District's test year water loss was 15.75 percent. The PSC's maximum allowable loss for rate-making purposes is 15.0 percent. Therefore, the expenses for Purchased Water

and Power related to water purchased and pumped above the 15 percent limit are not allowed in the rate base and must be deducted.

- J. Due to GASB reporting requirements for retirement plan liabilities, an expense of \$171,559 associated with the District's pension plan was included with Employee Pensions and Benefits Expense. Similarly, an expense of \$39,673 associated with the District's other post-employment benefits was included with Employee Pensions and Benefits Expense. Because these were not actual payments to CERS, the amounts were deducted.
- K. The cost of telephone utility expense has increased by \$101 per month. Fuel for Power Production / Office Utilities has been adjusted by \$1,212 annually.
- L. The annual debt service payments for the District's Rural Development and KRWFC loans are shown in Table B. The five-year average of these payments is added in the revenue requirement calculation.
- M. The amount shown in Table B for coverage on long term debt is required by the District's loan documents. This is included in the revenue requirement as Additional Working Capital.

Table A
DEPRECIATION EXPENSE ADJUSTMENTS
Christian County Water District

<u>Asset</u>	<u>Date in Service</u>	<u>Original Cost *</u>	<u>Reported Life</u>	<u>Reported Depr. Exp.</u>	<u>Proforma Life</u>	<u>Proforma Depr. Exp.</u>	<u>Depreciation Expense Adjustment</u>
<u>General Plant</u>							
Structures & Improvements	various	795,734	varies	20,491	37.5	21,220	729
Communication & Computer Eqmt.	various	28,442	varies	3,620	10.0	2,844	(776)
Office Furniture & Equipment	various	16,113	varies	1,488	22.5	716	(772)
Power Operated Equipment	various	288,226	varies	24,770	12.5	23,058	(1,712)
Tools, Shop, & Garage Equipment	various	9,267	varies	869	17.5	530	(339)
Tank Repairs & Painting	various	122,761	varies	3,069	15.0	8,184	5,115
<u>Pumping Plant</u>							
Structures & Improvements	various	172,754	varies	4,335	37.5	4,607	272
Telemetry	03/21/01	1,200	40.0	30	10.0	120	90
Pumping Equipment	various	701,661	40.0	17,542	20.0	35,083	17,542
<u>Transmission & Distribution Plant</u>							
Hydrants	various	665,876	50	13,318	50.0	13,318	-
Transmission & Distribution Mains	various	18,141,020	50	362,189	62.5	290,256	(71,933)
Meter Installations	various	711,915	15	42,994	45.0	15,820	(27,174)
Meter Change-outs	various	697,487	varies	45,872	15.0	46,499	627
Pump Equipment	05/01/94	2,969	50	59	20.0	148	89
Tank Fence	06/20/91	3,380	50	68	37.5	90	23
Services	various	214,574	50	4,292	40.0	5,364	1,073
Reservoirs & Tanks	various	433,308	50	8,666	45.0	9,629	963
Tank Painting & Repairs	various	414,633	varies	18,088	15.0	27,642	9,554
<u>Transportation Equipment</u>							
Entire Group	various	153,754	varies	16,597	7.0	21,965	5,368
<u>Water Treatment Plant</u>							
Transmission & Distribution Mains	various	43,260	varies	913	62.5	692	(221)
TOTALS				\$ 589,269		\$ 527,786	\$ (61,483)

* Includes only costs associated with assets that contributed to depreciation expense in the test year.

Table B
DEBT SERVICE SCHEDULE
Christian County Water District
CY 2022 - 2026

	<u>CY 2022</u>		<u>CY 2023</u>		<u>CY 2024</u>		<u>CY 2025</u>		<u>CY 2026</u>		<u>TOTALS</u>
	<u>Principal</u>	<u>Interest & Fees</u>	<u>Principal</u>	<u>Interest & Fees</u>	<u>Principal</u>	<u>Interest & Fees</u>	<u>Principal</u>	<u>Interest & Fees</u>	<u>Principal</u>	<u>Interest & Fees</u>	
RD Loan Phase VI	8,500	13,431	8,500	13,059	9,000	12,688	9,500	12,294	10,000	11,878	\$ 108,850
KRWFC Series 2012C	110,000	80,995	110,000	77,530	115,000	73,914	120,000	69,991	125,000	65,748	948,179
KRWFC Series 2013B	115,000	27,389	120,000	24,099	125,000	20,591	130,000	16,780	135,000	12,739	726,597
KRWFC Series 2016B	150,000	42,463	155,000	39,031	165,000	35,431	165,000	30,894	170,000	25,450	978,269
Series 2018 Phase VIII	30,000	47,176	30,500	46,351	31,500	45,513	32,500	44,646	33,000	43,753	384,939
KRWFC Series 2020G	40,000	44,156	40,000	43,256	45,000	42,356	45,000	41,344	45,000	40,331	426,444
TOTALS	453,500	255,610	464,000	243,327	490,500	230,493	502,000	215,949	518,000	199,899	\$ 3,573,277
Average Annual Principal & Interest											\$ 714,655
Average Annual Coverage											\$ 142,931

Attachment #5

**CURRENT BILLING ANALYSIS WITH 2020 USAGE & EXISTING RATES
CHRISTIAN COUNTY WATER DISTRICT**

SUMMARY

COMPONENT	BILLS	GALLONS	REVENUE
Minimum Bill	79,595	7,829,289	\$ 1,649,720.55
All Over Minimum	<u>-</u>	<u>357,274,868</u>	<u>\$ 2,336,577.64</u>
Total Metered Retail Sales	79,595	365,104,157	\$ 3,986,298.19
Less Adjustments			\$ (245,351.00)
Total		365,104,157	\$ 3,740,947.19
From PSC Annual Report			<u>\$ 3,601,759.00</u>
Difference			\$ 139,188.19
			Adjustment to SAO Billed Revenues 3.9%

5/8 INCH X 3/4 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	-	77,944	-	\$19.65	\$ 1,531,599.60
ALL OVER	-	<u>-</u>	<u>323,733,115</u>	\$6.54	<u>\$ 2,117,214.57</u>
		77,944	323,733,115		\$ 3,648,814.17

1 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	5,000	1,353	4,367,457	\$52.65	\$ 71,235.45
ALL OVER	5,000	<u>-</u>	<u>18,031,918</u>	\$6.54	<u>\$ 117,928.74</u>
		1,353	22,399,375		\$ 189,164.19

1 1/2 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	10,000	216	1,356,202	\$85.35	\$ 18,435.60
ALL OVER	10,000	<u>-</u>	<u>8,249,765</u>	\$6.54	<u>\$ 53,953.46</u>
		216	9,605,967		\$ 72,389.06

2 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	50,000	82	2,105,630	\$346.95	\$ 28,449.90
ALL OVER	50,000	<u>-</u>	<u>7,260,070</u>	\$6.54	<u>\$ 47,480.86</u>
		82	9,365,700		\$ 75,930.76

4 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	100,000	-	-	\$673.95	\$ -
ALL OVER	100,000	<u>-</u>	<u>-</u>	\$6.54	<u>\$ -</u>
		-	-		\$ -

Attachment #6

**PROPOSED BILLING ANALYSIS WITH 2020 USAGE & PROPOSED RATES
CHRISTIAN COUNTY WATER DISTRICT**

SUMMARY

COMPONENT	BILLS	GALLONS	REVENUE
Minimum Bill	79,595	7,829,289	\$ 1,738,154.70
All Over Minimum	<u>-</u>	<u>357,274,868</u>	<u>\$ 2,461,623.84</u>
Total Metered Retail Sales	79,595	365,104,157	\$ 4,199,778.54
Less Adjustments			<u>\$ (258,599.95)</u>
Total			\$ 3,941,178.59

5/8 INCH X 3/4 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	-	77,944	-	\$20.71	\$ 1,614,220.24
ALL OVER	-	-	323,733,115	\$6.89	<u>\$ 2,230,521.16</u>
		77,944	323,733,115		\$ 3,844,741.40

1 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	5,000	1,353	4,367,457	\$55.16	\$ 74,631.48
ALL OVER	5,000	-	18,031,918	\$6.89	<u>\$ 124,239.92</u>
		1,353	22,399,375		\$ 198,871.40

1 1/2 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	10,000	216	1,356,202	\$89.61	\$ 19,355.76
ALL OVER	10,000	-	8,249,765	\$6.89	<u>\$ 56,840.88</u>
		216	9,605,967		\$ 76,196.64

2 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	50,000	82	2,105,630	\$365.21	\$ 29,947.22
ALL OVER	50,000	-	7,260,070	\$6.89	<u>\$ 50,021.88</u>
		82	9,365,700		\$ 79,969.10

4 INCH METER

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	100,000	-	-	\$709.71	\$ -
ALL OVER	100,000	-	-	\$6.89	<u>\$ -</u>
		-	-		\$ -

Attachment #7

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: GENERAL PLANT												
278		OFFICE BUILDING	6/01/89	91,096.00	0.00	0.00	69,650.48	2,277.40	71,927.88	19,168.12	S/L	40.00
279		OFFICE BUILDING	12/31/88	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	Memo	0.00
280		OFFICE BUILDING	6/01/89	20,579.36	0.00	0.00	15,734.51	514.48	16,248.99	4,330.37	S/L	40.00
282		OFFICE BUILDING	9/01/89	30,663.62	0.00	0.00	23,253.24	766.59	24,019.83	6,643.79	S/L	40.00
286		SAFE	4/10/90	400.00	0.00	0.00	400.00	0.00	400.00	0.00	S/L	10.00
289		DATA FILE CABINET	7/01/90	793.08	0.00	0.00	793.08	0.00	793.08	0.00	S/L	10.00
294		FILE CARD CABINET	5/08/91	149.00	0.00	0.00	149.00	0.00	149.00	0.00	S/L	10.00
296		PAVIN OFF. BLDG	5/15/92	6,859.75	0.00	0.00	6,859.75	0.00	6,859.75	0.00	S/L	20.00
298		MAP STORAGE FILE	10/05/92	1,107.65	0.00	0.00	1,107.65	0.00	1,107.65	0.00	S/L	10.00
299		DATA FILE CABINET	10/05/92	215.00	0.00	0.00	215.00	0.00	215.00	0.00	S/L	10.00
302		DESK	8/04/93	275.00	0.00	0.00	275.00	0.00	275.00	0.00	S/L	10.00
303		SHELVES SHOP	2/01/94	1,101.94	0.00	0.00	1,101.94	0.00	1,101.94	0.00	S/L	10.00
305		CARD FILE	10/04/94	82.50	0.00	0.00	82.50	0.00	82.50	0.00	S/L	10.00
306		18X30 TABLE	11/03/94	76.00	0.00	0.00	76.00	0.00	76.00	0.00	S/L	10.00
320		DESK TYPE ORGANIZER	11/15/96	225.70	0.00	0.00	225.70	0.00	225.70	0.00	S/L	10.00
327		REFRIGERATOR	8/28/97	519.00	0.00	0.00	519.00	0.00	519.00	0.00	S/L	10.00
330		AIR COMPRESSOR	9/15/97	4,900.00	0.00	0.00	4,900.00	0.00	4,900.00	0.00	S/L	10.00
332		BORING MACHINE	9/15/97	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00	S/L	10.00
333		TRAILER	9/15/97	600.00	0.00	0.00	600.00	0.00	600.00	0.00	S/L	10.00
339		CHECKWRITER	7/02/98	589.50	0.00	0.00	589.50	0.00	589.50	0.00	S/L	10.00
340		HUTCH	3/04/98	205.00	0.00	0.00	89.52	4.10	93.62	111.38	S/L	50.00
341		DESK	3/04/98	1,056.00	0.00	0.00	1,056.00	0.00	1,056.00	0.00	S/L	10.00
342		STORAGE CABINET	4/03/98	234.95	0.00	0.00	234.95	0.00	234.95	0.00	S/L	10.00
343		BOOKCASE/TABLE	9/22/98	250.99	0.00	0.00	250.99	0.00	250.99	0.00	S/L	10.00
344		BILL BURSTER	6/23/98	1,895.00	0.00	0.00	1,895.00	0.00	1,895.00	0.00	S/L	10.00
346		HAMMER DRILL	5/04/98	207.00	0.00	0.00	207.00	0.00	207.00	0.00	S/L	10.00
347		TILLER	3/12/98	399.00	0.00	0.00	399.00	0.00	399.00	0.00	S/L	10.00
348		TRIMMER	7/14/98	329.99	0.00	0.00	329.99	0.00	329.99	0.00	S/L	10.00
349		SPANNER WRENCH	9/22/98	272.43	0.00	0.00	272.43	0.00	272.43	0.00	S/L	10.00
351		COMPRESSOR	12/09/98	299.99	0.00	0.00	299.99	0.00	299.99	0.00	S/L	10.00
358		TOOL BOX	3/03/99	509.00	0.00	0.00	509.00	0.00	509.00	0.00	S/L	10.00
359		TOOL BOX	4/26/99	240.25	0.00	0.00	240.25	0.00	240.25	0.00	S/L	10.00
360		AUGER	7/20/99	6,233.54	0.00	0.00	6,233.54	0.00	6,233.54	0.00	S/L	10.00
414		COMPUTER	7/13/00	1,120.56	0.00	0.00	1,120.56	0.00	1,120.56	0.00	S/L	5.00
415		2 COMPUTER DESKS	9/08/00	1,677.34	0.00	0.00	648.63	33.55	682.18	995.16	S/L	50.00
422		8 AUGERS	10/15/00	3,917.33	0.00	0.00	3,917.33	0.00	3,917.33	0.00	S/L	10.00
423		AIR COMPRESSOR	12/08/00	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	0.00	S/L	10.00
477		2 FILE CABINETS	2/13/01	295.96	0.00	0.00	295.96	0.00	295.96	0.00	S/L	10.00
479		SOFTWARE/TRAINING	8/13/01	1,505.00	0.00	0.00	1,505.00	0.00	1,505.00	0.00	S/L	5.00
482		BACKHOE	5/16/01	54,590.18	0.00	0.00	54,590.18	0.00	54,590.18	0.00	S/L	10.00
483		BACKHOE DRILL ATTACHMEN	7/09/01	1,250.00	0.00	0.00	1,250.00	0.00	1,250.00	0.00	S/L	10.00
484		BACKHOE FORKS	10/24/01	785.00	0.00	0.00	785.00	0.00	785.00	0.00	S/L	10.00
596		MAP FILE	2/13/02	840.00	0.00	0.00	840.00	0.00	840.00	0.00	S/L	10.00
599		LAWN MOWER	5/01/02	379.00	0.00	0.00	379.00	0.00	379.00	0.00	S/L	5.00
600		WOODS TILLER	7/12/02	1,600.00	0.00	0.00	1,600.00	0.00	1,600.00	0.00	S/L	10.00
601		WELDER	10/14/02	2,888.77	0.00	0.00	2,888.77	0.00	2,888.77	0.00	S/L	10.00
697		TILE FLOORING-OFFICE	4/01/03	1,221.91	0.00	0.00	1,221.91	0.00	1,221.91	0.00	S/L	10.00
714		METER TEST BENCH	3/20/03	8,967.00	0.00	0.00	8,967.00	0.00	8,967.00	0.00	S/L	10.00
816		LAPTOP COMPUTER	9/01/04	998.00	0.00	0.00	998.00	0.00	998.00	0.00	S/L	5.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: GENERAL PLANT (continued)												
817		COPIER	12/13/04	1,615.00	0.00	0.00	1,615.00	0.00	1,615.00	0.00	S/L	5.00
818		FILE CABINET	1/21/04	379.96	0.00	0.00	379.96	0.00	379.96	0.00	S/L	10.00
824		TILLER	4/07/04	687.94	0.00	0.00	687.94	0.00	687.94	0.00	S/L	7.00
825		CHAIN SAW	11/16/04	289.95	0.00	0.00	289.95	0.00	289.95	0.00	S/L	5.00
855		LASER PRINTER	2/18/05	1,090.00	0.00	0.00	1,090.00	0.00	1,090.00	0.00	S/L	5.00
856		SCANNER	2/18/05	1,185.00	0.00	0.00	1,185.00	0.00	1,185.00	0.00	S/L	5.00
857		COMPUTERS (4)	2/18/05	9,789.34	0.00	0.00	9,789.34	0.00	9,789.34	0.00	S/L	5.00
858		EPSON PRINTER	2/18/05	2,385.00	0.00	0.00	2,385.00	0.00	2,385.00	0.00	S/L	5.00
859		SHEETCUTTER	9/08/05	4,922.52	0.00	0.00	4,922.52	0.00	4,922.52	0.00	S/L	7.00
860		CARD FILE CABINET	10/13/05	999.99	0.00	0.00	999.99	0.00	999.99	0.00	S/L	10.00
879		RADIO READ SOFTWARE	8/15/06	8,856.25	0.00	0.00	8,856.25	0.00	8,856.25	0.00	S/L	5.00
880		LAPTOP/SOFTWARE	6/28/06	16,000.00	0.00	0.00	16,000.00	0.00	16,000.00	0.00	S/L	5.00
881		LATERAL FILE	11/07/06	449.99	0.00	0.00	449.99	0.00	449.99	0.00	S/L	7.00
883		KUBOTA TRACTOR	6/28/06	18,975.00	0.00	0.00	18,975.00	0.00	18,975.00	0.00	S/L	7.00
884		WOODS POWER RAKE/FR END	8/08/06	10,200.00	0.00	0.00	10,200.00	0.00	10,200.00	0.00	S/L	7.00
889		DATA COLLECTOR	6/27/06	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00	S/L	5.00
976		STEEL DISPENSER	12/31/06	545.60	0.00	0.00	545.60	0.00	545.60	0.00	S/L	7.00
1092		FAX MACHINE	2/21/07	229.99	0.00	0.00	229.99	0.00	229.99	0.00	S/L	7.00
1093		SOFTWARE	7/10/07	780.00	0.00	0.00	780.00	0.00	780.00	0.00	S/L	3.00
1094		CREDIT CARD MACHINE	9/12/07	500.00	0.00	0.00	500.00	0.00	500.00	0.00	S/L	7.00
1097		2 CB RADIOS	6/01/07	487.54	0.00	0.00	487.54	0.00	487.54	0.00	S/L	7.00
1098		PIPE SAW	6/01/07	773.27	0.00	0.00	773.27	0.00	773.27	0.00	S/L	7.00
1103		PARK LOT PAVING	10/22/07	1,669.91	0.00	0.00	1,354.51	111.33	1,465.84	204.07	S/L	15.00
1104		GUTTERS	12/03/07	800.00	0.00	0.00	261.67	20.00	261.67	538.33	S/L	40.00
1105		SIDING OFF BLDG	12/04/07	8,065.00	0.00	0.00	2,436.36	201.63	2,637.99	5,427.01	S/L	40.00
1212		HIGH TORQUE TRIMMER	6/06/08	357.98	0.00	0.00	357.98	0.00	357.98	0.00	S/L	5.00
1213		SNAPPER MOWER	9/11/08	449.99	0.00	0.00	449.99	0.00	449.99	0.00	S/L	7.00
1216		ROOF - OFF BLDG	10/02/08	9,486.00	0.00	0.00	4,268.70	379.44	4,648.14	4,837.86	S/L	25.00
1218		COMPRESSOR	7/09/08	1,813.11	0.00	0.00	1,390.01	120.87	1,510.88	302.23	S/L	15.00
1219		PHONE SYSTEM	10/14/08	1,800.75	0.00	0.00	1,800.75	0.00	1,800.75	0.00	S/L	7.00
1220		BADGER SOFTWARE	6/05/08	4,071.20	0.00	0.00	4,071.20	0.00	4,071.20	0.00	S/L	5.00
1231		NEW BLDG LOT	10/20/09	31,653.87	0.00	0.00	0.00	0.00	0.00	31,653.87	Land	0.00
1234		SAFE	5/13/09	265.00	0.00	0.00	265.00	0.00	265.00	0.00	S/L	7.00
1235		SOFTWARE	8/07/09	1,070.00	0.00	0.00	1,070.00	0.00	1,070.00	0.00	S/L	5.00
1236		COMPUTER	9/08/09	947.66	0.00	0.00	947.66	0.00	947.66	0.00	S/L	5.00
1237		DRILL KIT	10/07/09	695.00	0.00	0.00	695.00	0.00	695.00	0.00	S/L	7.00
1238		LAWN MOWER	8/07/09	529.99	0.00	0.00	529.99	0.00	529.99	0.00	S/L	7.00
1255		2" WATER PUMP	2/11/10	349.95	0.00	0.00	349.95	0.00	349.95	0.00	S/L	5.00
1256		CHAIN SAW	4/08/10	299.65	0.00	0.00	299.65	0.00	299.65	0.00	S/L	5.00
1257		POWER WASHER	4/08/10	299.99	0.00	0.00	299.99	0.00	299.99	0.00	S/L	5.00
1258		TILLER	5/11/10	299.99	0.00	0.00	299.99	0.00	299.99	0.00	S/L	5.00
1259		KUBOTA BACKHOE	6/08/10	8,360.90	0.00	0.00	8,012.53	348.37	8,360.90	0.00	S/L	10.00
1262		DRILL KIT	6/21/10	545.00	0.00	0.00	545.00	0.00	545.00	0.00	S/L	5.00
1263		WEEDEATER	7/15/10	281.75	0.00	0.00	281.75	0.00	281.75	0.00	S/L	3.00
1264		14.4V LUBER	12/10/10	399.00	0.00	0.00	399.00	0.00	399.00	0.00	S/L	5.00
1267		TRIMBLE HANDHELD	4/23/10	5,332.00	0.00	0.00	5,332.00	0.00	5,332.00	0.00	S/L	5.00
1268		12 HANDHELD RADIOS/BASES	8/18/10	8,131.37	0.00	0.00	8,131.37	0.00	8,131.37	0.00	S/L	5.00
1269		TRIMBLE HANDHELD	9/17/10	4,007.55	0.00	0.00	4,007.55	0.00	4,007.55	0.00	S/L	5.00
1270		BLDG SITE COSTS	6/30/10	15,470.00	0.00	0.00	0.00	0.00	0.00	15,470.00	Land	0.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: GENERAL PLANT (continued)												
1271		EASEMENTS	6/18/10	494.00	0.00	0.00	0.00	0.00	0.00	494.00	Land	0.00
1277		TRENCHER	7/09/10	70,094.00	0.00	0.00	66,589.30	3,504.70	70,094.00	0.00	S/L	10.00
1278		COMPUTER	6/14/10	909.97	0.00	0.00	909.97	0.00	909.97	0.00	S/L	5.00
1279		PRINTER	6/14/10	259.95	0.00	0.00	259.95	0.00	259.95	0.00	S/L	5.00
1286		OFFICE BUILDING	12/08/11	594,344.68	0.00	0.00	120,107.18	14,858.62	134,965.80	459,378.88	S/L	40.00
1295		Received in trade for asset # 1261	3/21/11	54,480.00	0.00	0.00	47,670.00	5,448.00	53,118.00	1,362.00	S/L	10.00
1296		TRACTOR BALDE	4/18/11	510.00	0.00	0.00	510.00	0.00	510.00	0.00	S/L	7.00
1299		OFFICE FURNITURE	12/31/11	11,889.58	0.00	0.00	11,889.58	0.00	11,889.58	0.00	S/L	7.00
1300		KITCHEN APPLIANCES	12/31/11	1,614.75	0.00	0.00	1,614.75	0.00	1,614.75	0.00	S/L	7.00
1320		MOBILE READING SYSTEM	5/29/12	5,200.00	0.00	0.00	5,200.00	0.00	5,200.00	0.00	S/L	7.00
1321		COMPUTER & MONITOR	2/13/12	836.44	0.00	0.00	836.44	0.00	836.44	0.00	S/L	5.00
1322		BOARD ROOM BUFFET	3/12/12	350.00	0.00	0.00	274.17	35.00	309.17	40.83	S/L	10.00
1323		KITCHEN TABLE	2/13/12	300.00	0.00	0.00	237.50	30.00	267.50	32.50	S/L	10.00
1324		OFFICE FURNITURE	3/12/12	9,600.41	0.00	0.00	7,520.31	960.04	8,480.35	1,120.06	S/L	10.00
1325		XEROX 3550 COPIER #1	1/12/12	1,049.00	0.00	0.00	1,049.00	0.00	1,049.00	0.00	S/L	7.00
1326		XEROX 3550 COPIER #2	12/31/12	1,049.00	0.00	0.00	1,049.00	0.00	1,049.00	0.00	S/L	7.00
1334		SECURITY SYSTEM	1/23/12	3,725.00	0.00	0.00	1,965.95	248.33	2,214.28	1,510.72	S/L	15.00
1335		COMPUTER SYSTEM	1/30/12	20,881.06	0.00	0.00	20,881.06	0.00	20,881.06	0.00	S/L	5.00
1337		BLINDS/WINDOW TREATMNTS	1/25/12	2,147.58	0.00	0.00	1,700.18	214.76	1,914.94	232.64	S/L	10.00
1338		ROOF	2/22/12	591.00	0.00	0.00	231.48	29.55	261.03	329.97	S/L	20.00
1342		COMPUTER	6/24/13	599.98	0.00	0.00	599.98	0.00	599.98	0.00	S/L	5.00
1343		TRAILER	3/20/13	900.00	0.00	0.00	867.85	32.15	900.00	0.00	S/L	7.00
1344		GENERATOR	9/19/13	81,617.30	0.00	0.00	51,010.81	8,161.73	59,172.54	22,444.76	S/L	10.00
1345		MOLE	8/12/13	5,694.97	0.00	0.00	3,654.29	569.50	4,223.79	1,471.18	S/L	10.00
1347		ROOF	8/08/13	12,341.39	0.00	0.00	3,959.53	617.07	4,576.60	7,764.79	S/L	20.00
1359		GENERATOR-ANTIOCH RD	2/24/14	4,200.00	0.00	0.00	2,450.00	420.00	2,870.00	1,330.00	S/L	10.00
1360		GENERATOR-GREENVILLE RD	3/17/14	4,500.00	0.00	0.00	2,587.50	450.00	3,037.50	1,462.50	S/L	10.00
1361		GENERATOR-DAWSON RD	4/14/14	5,620.00	0.00	0.00	3,231.50	562.00	3,793.50	1,826.50	S/L	10.00
1362		MOLE	7/21/14	6,064.89	0.00	0.00	3,285.15	606.49	3,891.64	2,173.25	S/L	10.00
1363		GPS SYSTEM	12/30/14	11,460.89	0.00	0.00	5,730.45	1,146.09	6,876.54	4,584.35	S/L	10.00
1368		SIGN	5/28/15	7,531.00	0.00	0.00	1,725.85	376.55	2,102.40	5,428.60	S/L	20.00
1369		FINAL BLDG SETTLEMENT	8/07/15	13,360.73	0.00	0.00	1,475.25	334.02	1,809.27	11,551.46	S/L	40.00
1370		LEAK NOISE CORRELATOR SY:	12/21/15	8,065.00	0.00	0.00	3,226.00	806.50	4,032.50	4,032.50	S/L	10.00
1381		READING TOOL	1/16/16	301.97	0.00	0.00	118.28	30.20	148.48	153.49	S/L	10.00
1382		AUTOMATIC METER CONTROL	6/20/16	6,034.00	0.00	0.00	2,111.90	603.40	2,715.30	3,318.70	S/L	10.00
1383		COMPUTER & EQUIPMENT	8/16/16	739.97	0.00	0.00	493.30	147.99	641.29	98.68	S/L	5.00
1384		TOWER TELEPHONE	10/10/16	230.00	0.00	0.00	149.50	46.00	195.50	34.50	S/L	5.00
1397		HYUNDAI EXCAVATOR	8/04/17	35,030.00	0.00	0.00	8,465.58	3,503.00	11,968.58	23,061.42	S/L	10.00
1398		DITCH WITCH UTG BLUETOOT.	10/02/17	4,239.77	0.00	0.00	953.95	423.98	1,377.93	2,861.84	S/L	10.00
1403		PANASONIC CF-33	11/05/18	6,851.00	0.00	0.00	1,598.57	1,370.20	2,968.77	3,882.23	S/L	5.00
1407		PRINTER	12/06/19	456.87	0.00	0.00	7.61	91.37	98.98	357.89	S/L	5.00
1409		Sam Estes Painting	11/18/19	107,685.00	0.00	0.00	224.34	2,692.13	2,916.47	104,768.53	S/L	40.00
1410		Wet or Dry Tank Inspection	12/16/19	15,075.90	0.00	0.00	0.00	376.90	376.90	14,699.00	S/L	40.00
1417		GRUNDOMAT MOLE 22431	1/02/20	6,511.00	0.00c	0.00	0.00	651.10	651.10	5,859.90	S/L	10.00
1425		LEXMARK PRINTER	1/20/20	991.44	0.00c	0.00	0.00	181.76	181.76	809.68	S/L	5.00
GENERAL PLANT				1,591,426.73	0.00c	0.00	753,960.30	54,306.89	808,267.19	783,159.54		

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: Pumping Plant												
1		LAND & LAND RIGHTS	7/01/77	3,510.00	0.00	0.00	0.00	0.00	0.00	3,510.00	Memo	0.00
2		LAND	7/01/84	500.00	0.00	0.00	0.00	0.00	0.00	500.00	Memo	0.00
3		STRUCTURES & IMP	7/01/77	18,261.70	0.00	0.00	18,261.70	0.00	18,261.70	0.00	S/L	33.00
4		FENCE GATES	12/01/80	390.00	0.00	0.00	390.00	0.00	390.00	0.00	S/L	33.00
5		ELECTRIC PUMPING	7/01/77	118,397.45	0.00	0.00	118,397.45	0.00	118,397.45	0.00	S/L	20.00
6		15 HP 150-200 GP	10/24/79	1,222.15	0.00	0.00	1,222.15	0.00	1,222.15	0.00	S/L	20.00
7		15 HP 100-175 GP	10/24/79	998.60	0.00	0.00	998.60	0.00	998.60	0.00	S/L	20.00
8		PUMP	7/01/84	42,232.25	0.00	0.00	42,232.25	0.00	42,232.25	0.00	S/L	20.00
9		PUMP - ADDITIONS	1/01/85	7,452.75	0.00	0.00	7,452.75	0.00	7,452.75	0.00	S/L	20.00
10		LAND RIGHTS	7/01/85	65.00	0.00	0.00	0.00	0.00	0.00	65.00	Memo	0.00
11		OUTWOOD MOSS	3/02/88	5,645.00	0.00	0.00	4,492.63	141.13	4,633.76	1,011.24	S/L	40.00
12		LAND	11/20/90	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	Memo	0.00
13		LAND	4/05/91	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	Memo	0.00
14		PHASE IIIA	7/01/90	52,046.20	0.00	0.00	38,384.22	1,301.16	39,685.38	12,360.82	S/L	40.00
15		IIIB PUMPING EQUIPMENT	6/30/92	60,121.47	0.00	0.00	41,333.60	1,503.04	42,836.64	17,284.83	S/L	40.00
16		PUMP STA-OLD MAD	8/01/92	5,274.10	0.00	0.00	3,614.89	131.85	3,746.74	1,527.36	S/L	40.00
17		LAND & LAND RIGHTS	10/28/93	3,036.00	0.00	0.00	0.00	0.00	0.00	3,036.00	Memo	0.00
18		IIIC PUMP EQUIPMENT	7/01/93	60,518.29	0.00	0.00	40,093.44	1,512.96	41,606.40	18,911.89	S/L	40.00
19		PUMP SITE IV	10/01/95	1,550.00	0.00	0.00	0.00	0.00	0.00	1,550.00	Memo	0.00
20		PUMP STATIONS BLD	10/01/95	51,555.84	0.00	0.00	31,255.82	1,288.90	32,544.72	19,011.12	S/L	40.00
21		ELECTRIC PUMP IV	10/01/95	55,656.93	0.00	0.00	33,741.94	1,391.42	35,133.36	20,523.57	S/L	40.00
22		LAND RIGHTS	6/30/97	37.00	0.00	0.00	0.00	0.00	0.00	37.00	Memo	0.00
23		PUMP SITE VA	4/28/98	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	Memo	0.00
27		CHLORINATOR STATION	4/30/99	1,476.96	0.00	0.00	763.02	36.92	799.94	677.02	S/L	40.00
371		VB PUMP STATION	12/01/00	34,955.81	0.00	0.00	16,676.92	873.90	17,550.82	17,404.99	S/L	40.00
372		VA PUMP STATION	1/01/00	33,114.03	0.00	0.00	16,557.00	827.85	17,384.85	15,729.18	S/L	40.00
373		VB PUMPING EQUIP	12/01/00	230,941.40	0.00	0.00	110,178.39	5,773.54	115,951.93	114,989.47	S/L	40.00
374		VA PUMPING EQUIP	1/01/00	241,566.91	0.00	0.00	120,783.40	6,039.17	126,822.57	114,744.34	S/L	40.00
427		PUMPING EQUIPMENT-VB	1/01/01	35,338.12	0.00	0.00	16,785.55	883.45	17,669.00	17,669.12	S/L	40.00
428		PUMPING EQUIP-ELECTRICAL	3/21/01	1,447.25	0.00	0.00	678.38	36.18	714.56	732.69	S/L	40.00
429		UPGRADE ANTIOCH PUMP ST.	1/15/01	2,065.64	0.00	0.00	981.16	51.64	1,032.80	1,032.84	S/L	40.00
430		PUMP EQUIP-TELEMETRY	3/21/01	1,200.00	0.00	0.00	562.50	30.00	592.50	607.50	S/L	40.00
692		PUMP SITE-MT.CARM-HAWK	6/24/03	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	Land	0.00
827		VI PUMP STATION SITE	1/19/05	1,058.00	0.00	0.00	0.00	0.00	0.00	1,058.00	Land	0.00
1217		ROOF - PEMBROKE RD PUMP S	11/07/08	1,082.00	0.00	0.00	483.29	43.28	526.57	555.43	S/L	25.00
1365		DAWSON RD PUMP STA UPGR/	5/19/14	1,609.00	0.00	0.00	224.61	40.23	264.84	1,344.16	S/L	40.00
		Pumping Plant		1,079,325.85	0.00c	0.00	666,545.66	21,906.62	688,452.28	390,873.57		

Group: TRANSMSN & DISTRBTN PLANT

24		LAND RGTS-EXTENSIONS	4/26/99	99.00	0.00	0.00	0.00	0.00	0.00	99.00	Memo	0.00
25		LAND RGTS-EXTENSIONS	12/10/99	200.00	0.00	0.00	0.00	0.00	0.00	200.00	Memo	0.00
26		LAND RGTS-EXTENSIONS	12/21/99	243.00	0.00	0.00	0.00	0.00	0.00	243.00	Memo	0.00
28		LINE & MISC	6/30/86	36,793.71	0.00	0.00	24,651.66	735.87	25,387.53	11,406.18	S/L	50.00
29		HYDRANTS	6/30/86	580.00	0.00	0.00	388.60	11.60	400.20	179.80	S/L	50.00
32		LAND RIGHTS	6/30/88	30.00	0.00	0.00	0.00	0.00	0.00	30.00	Memo	0.00
34		41A SERVICE EXT	1/01/88	33,089.58	0.00	0.00	21,177.29	661.79	21,839.08	11,250.50	S/L	50.00
35		WATER TOWER HWY	7/31/88	166,884.64	0.00	0.00	104,859.11	3,337.69	108,196.80	58,687.84	S/L	50.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMNSN & DISTRBTN PLANT (continued)												
36		FAIRVIEW/VAUGHN	5/26/89	12,060.95	0.00	0.00	7,377.31	241.22	7,618.53	4,442.42	S/L	50.00
38		HYDRANTS	4/04/89	225.57	0.00	0.00	138.69	4.51	143.20	82.37	S/L	50.00
39		LAND	12/01/89	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	Memo	0.00
40		LAND & LAND RIGHTS	2/01/90	3,182.50	0.00	0.00	0.00	0.00	0.00	3,182.50	Memo	0.00
41		HIGHWAY 109 TANK	1/26/90	20,008.28	0.00	0.00	11,971.75	400.17	12,371.92	7,636.36	S/L	50.00
42		LINE FOR DUNNIN	8/01/89	4,950.65	0.00	0.00	3,011.56	99.01	3,110.57	1,840.08	S/L	50.00
44		109 TANK FENCE	6/20/91	3,380.00	0.00	0.00	1,926.60	67.60	1,994.20	1,385.80	S/L	50.00
45		WOODBURN HAY RD	4/24/91	2,280.00	0.00	0.00	1,307.20	45.60	1,352.80	927.20	S/L	50.00
46		PALMYRA RD	6/06/91	19,205.50	0.00	0.00	10,979.15	384.11	11,363.26	7,842.24	S/L	50.00
49		HYDRANTS	8/03/90	1,000.00	0.00	0.00	588.33	20.00	608.33	391.67	S/L	50.00
50		HYDRANTS	7/02/90	642.00	0.00	0.00	378.78	12.84	391.62	250.38	S/L	50.00
51		PHASE IIIA-DIST	7/01/90	440,864.51	0.00	0.00	260,110.06	8,817.29	268,927.35	171,937.16	S/L	50.00
52		PHASE IIIA TRANS	7/01/90	748,211.71	0.00	0.00	441,444.79	14,964.23	456,409.02	291,802.69	S/L	50.00
53		PHASE IIIA SERVI	7/01/90	14,845.85	0.00	0.00	8,759.14	296.92	9,056.06	5,789.79	S/L	50.00
55		PHASE IIIA HYDRANT	7/01/90	43,244.60	0.00	0.00	25,514.26	864.89	26,379.15	16,865.45	S/L	50.00
58		PHASE IIIA COL	6/30/92	56,871.12	0.00	0.00	31,279.05	1,137.42	32,416.47	24,454.65	S/L	50.00
59		PHASE IIIB	6/30/92	284,125.16	0.00	0.00	156,268.75	5,682.50	161,951.25	122,173.91	S/L	50.00
60		HYDRANTS COLLI	6/30/92	2,260.99	0.00	0.00	1,243.55	45.22	1,288.77	972.22	S/L	50.00
61		SERVICES COLLI	6/30/92	340.54	0.00	0.00	187.28	6.81	194.09	146.45	S/L	50.00
63		IIIB DISTRIB	6/30/92	409,518.72	0.00	0.00	225,235.18	8,190.37	233,425.55	176,093.17	S/L	50.00
66		LINE	4/23/92	3,731.00	0.00	0.00	2,064.49	74.62	2,139.11	1,591.89	S/L	50.00
67		LINE	3/13/91	3,322.00	0.00	0.00	1,893.54	66.44	1,959.98	1,362.02	S/L	50.00
69		LAND RIGHTS	5/20/93	16.50	0.00	0.00	0.00	0.00	0.00	16.50	Memo	0.00
72		LINE	9/30/92	1,250.20	0.00	0.00	681.25	25.00	706.25	543.95	S/L	50.00
73		MAIN OLD MAD RD	8/01/92	59,685.66	0.00	0.00	32,727.56	1,193.71	33,921.27	25,764.39	S/L	50.00
74		HYDRANTS OLD MAD	8/01/92	2,445.49	0.00	0.00	1,340.94	48.91	1,389.85	1,055.64	S/L	50.00
85		PHASE IIIC	7/01/93	323,350.01	0.00	0.00	171,375.50	6,467.00	177,842.50	145,507.51	S/L	50.00
86		COLLINS BRIDGE.	7/01/93	7,502.50	0.00	0.00	3,976.33	150.05	4,126.38	3,376.12	S/L	50.00
87		CONT. LINE DELAN	8/01/93	725.00	0.00	0.00	383.04	14.50	397.54	327.46	S/L	50.00
102		IIIC EXT	5/01/94	48,813.58	0.00	0.00	25,057.60	976.27	26,033.87	22,779.71	S/L	50.00
103		PUMP EQ IIIC EXT	5/01/94	2,968.98	0.00	0.00	1,524.09	59.38	1,583.47	1,385.51	S/L	50.00
104		2 1/2" FLUSH HYD	4/11/94	200.00	0.00	0.00	103.00	4.00	107.00	93.00	S/L	50.00
106		CONT LINE 91 N	9/15/94	15,940.00	0.00	0.00	8,076.27	318.80	8,395.07	7,544.93	S/L	50.00
107		LAND RIGHTS	1/01/95	926.00	0.00	0.00	0.00	0.00	0.00	926.00	Memo	0.00
108		IV DISTRIB	10/01/95	303,292.29	0.00	0.00	147,096.86	6,065.85	153,162.71	150,129.58	S/L	50.00
109		IV SERVICE	10/01/95	800,100.47	0.00	0.00	388,048.74	16,002.01	404,050.75	396,049.72	S/L	50.00
110		CONTRIB LINE	1/27/95	9,810.50	0.00	0.00	4,888.90	196.21	5,085.11	4,725.39	S/L	50.00
111		CONTRIB LINE SC	6/30/95	12,652.90	0.00	0.00	6,199.97	253.06	6,453.03	6,199.87	S/L	50.00
114		1/4 " METER	4/13/95	5,892.48	0.00	0.00	2,916.79	117.85	3,034.64	2,857.84	S/L	50.00
130		IV MASTER METER	10/01/95	8,500.65	0.00	0.00	4,122.74	170.01	4,292.75	4,207.90	S/L	50.00
131		IV 15 4" HYDRANT	10/01/95	18,454.71	0.00	0.00	8,950.43	369.09	9,319.52	9,135.19	S/L	50.00
132		IV 6" HYDRANT	10/01/95	18,278.81	0.00	0.00	8,865.31	365.58	9,230.89	9,047.92	S/L	50.00
133		109 TANK IMPR	11/22/96	12,050.24	0.00	0.00	5,563.08	241.00	5,804.08	6,246.16	S/L	50.00
134		QUIT TANK IMPR	6/24/96	1,250.00	0.00	0.00	587.50	25.00	612.50	637.50	S/L	50.00
135		HART RD LINE	8/23/96	990.00	0.00	0.00	462.00	19.80	481.80	508.20	S/L	50.00
136		CONSOL LOOP LINE	9/13/96	5,375.00	0.00	0.00	2,508.33	107.50	2,615.83	2,759.17	S/L	50.00
137		MT CARMEL LINE	11/22/96	18,565.61	0.00	0.00	8,571.07	371.31	8,942.38	9,623.23	S/L	50.00
138		PHASE IV EXT LINE	11/30/96	91,925.52	0.00	0.00	42,438.94	1,838.51	44,277.45	47,648.07	S/L	50.00
153		HYDRANTS PH IV E	11/30/96	8,090.86	0.00	0.00	3,735.34	161.82	3,897.16	4,193.70	S/L	50.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMNSN & DISTRBTN PLANT (continued)												
155		QUISEN TANK IMPR	12/31/96	32,622.75	0.00	0.00	15,006.58	652.46	15,659.04	16,963.71	S/L	50.00
156		MT CARMEL LINE	12/31/96	2,449.00	0.00	0.00	1,126.54	48.98	1,175.52	1,273.48	S/L	50.00
157		CONTR LINE SO CH	3/01/96	7,613.75	0.00	0.00	3,629.34	152.28	3,781.62	3,832.13	S/L	50.00
158		HART RD LINE	8/23/96	2,046.00	0.00	0.00	954.80	40.92	995.72	1,050.28	S/L	50.00
159		J HILL LINE	6/07/96	600.00	0.00	0.00	283.00	12.00	295.00	305.00	S/L	50.00
160		CONSOL LOOP LINE	5/02/96	2,213.00	0.00	0.00	1,047.49	44.26	1,091.75	1,121.25	S/L	50.00
161		HYDRANT	8/23/96	315.00	0.00	0.00	147.00	6.30	153.30	161.70	S/L	50.00
162		PENN TANK IMPR	4/25/97	720.00	0.00	0.00	326.40	14.40	340.80	379.20	S/L	50.00
163		QUITS TANK IMPR	6/30/97	13,922.38	0.00	0.00	6,265.12	278.45	6,543.57	7,378.81	S/L	50.00
164		109 TANK IMPR	3/25/97	3,727.50	0.00	0.00	1,696.01	74.55	1,770.56	1,956.94	S/L	50.00
166		BILLY GT HILL LINE	2/26/97	301.00	0.00	0.00	137.46	6.02	143.48	157.52	S/L	50.00
167		MT. CAR-WOOS LINE	4/03/97	900.00	0.00	0.00	409.50	18.00	427.50	472.50	S/L	50.00
168		SPARK RD LINE	5/21/97	1,585.00	0.00	0.00	715.89	31.70	747.59	837.41	S/L	50.00
169		SMITH RD LINE	6/06/97	2,155.00	0.00	0.00	973.34	43.10	1,016.44	1,138.56	S/L	50.00
170		J KNIGHT RD LINE	12/15/97	4,205.24	0.00	0.00	1,857.21	84.10	1,941.31	2,263.93	S/L	50.00
171		BODDIE RD LINE	1/01/97	59,132.59	0.00	0.00	27,200.95	1,182.65	28,383.60	30,748.99	S/L	50.00
172		PHASE IV EXT	1/01/97	7,906.78	0.00	0.00	3,637.22	158.14	3,795.36	4,111.42	S/L	50.00
178		BODDIE RD SERV	1/01/97	284.00	0.00	0.00	130.64	5.68	136.32	147.68	S/L	50.00
180		HYDRANTS	6/30/97	907.00	0.00	0.00	408.15	18.14	426.29	480.71	S/L	50.00
181		HYD-BODDIE RD	1/01/97	4,250.00	0.00	0.00	1,955.00	85.00	2,040.00	2,210.00	S/L	50.00
182		HYD-BODDIE RD	1/01/97	747.89	0.00	0.00	344.08	14.96	359.04	388.85	S/L	50.00
183		HYD-PH IV	1/01/97	695.50	0.00	0.00	319.93	13.91	333.84	361.66	S/L	50.00
184		LAND-TANK SITE V	4/28/98	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	Memo	0.00
185		LAND RIGHTS VA	1/23/98	297.00	0.00	0.00	0.00	0.00	0.00	297.00	Memo	0.00
186		LAND RIGHTS VA	6/12/98	41.00	0.00	0.00	0.00	0.00	0.00	41.00	Memo	0.00
187		NORTHBRIDGE RD	3/12/98	880.77	0.00	0.00	384.70	17.62	402.32	478.45	S/L	50.00
188		MEACHAM RD	9/22/98	3,512.97	0.00	0.00	1,493.02	70.26	1,563.28	1,949.69	S/L	50.00
189		BAILEY LANE	4/16/98	2,422.71	0.00	0.00	1,049.75	48.45	1,098.20	1,324.51	S/L	50.00
190		WADE RD	5/14/98	3,598.22	0.00	0.00	1,559.14	71.96	1,631.10	1,967.12	S/L	50.00
191		MASON MILL RD	6/22/98	206.70	0.00	0.00	88.80	4.13	92.93	113.77	S/L	50.00
193		HWY 107	7/28/98	750.00	0.00	0.00	321.25	15.00	336.25	413.75	S/L	50.00
194		STONE QUARRY RD	12/04/98	9,785.43	0.00	0.00	4,126.22	195.71	4,321.93	5,463.50	S/L	50.00
195		ROSSFIELD ESTATE	11/04/98	12,773.67	0.00	0.00	5,407.45	255.47	5,662.92	7,110.75	S/L	50.00
196		HWY 164	11/13/98	2,834.58	0.00	0.00	1,199.94	56.69	1,256.63	1,577.95	S/L	50.00
198		COX MILL RD EXT	12/31/98	3,002.44	0.00	0.00	1,261.05	60.05	1,321.10	1,681.34	S/L	50.00
200		FLYNN	8/20/98	152,490.73	0.00	0.00	65,062.61	3,049.81	68,112.42	84,378.31	S/L	50.00
205		KELLY RD EXT	7/27/99	34,273.59	0.00	0.00	13,995.01	685.47	14,680.48	19,593.11	S/L	50.00
206		FT CAMPBELL LINE	2/01/99	8,345.83	0.00	0.00	3,491.41	166.92	3,658.33	4,687.50	S/L	50.00
207		SPARKMAN RD	7/07/99	1,147.82	0.00	0.00	470.68	22.96	493.64	654.18	S/L	50.00
208		AJ DRAPER RD	12/07/99	10,245.35	0.00	0.00	4,115.28	204.91	4,320.19	5,925.16	S/L	50.00
209		BODDIE RD	10/13/99	6,606.09	0.00	0.00	2,675.43	132.12	2,807.55	3,798.54	S/L	50.00
210		MEMORY LANE	9/05/99	13,598.73	0.00	0.00	5,530.06	271.97	5,802.03	7,796.70	S/L	50.00
211		STRIPED BRIDGE RD	12/28/99	67,871.86	0.00	0.00	27,148.80	1,357.44	28,506.24	39,365.62	S/L	50.00
212		A. DANIEL RD	10/28/99	3,502.98	0.00	0.00	1,412.88	70.06	1,482.94	2,020.04	S/L	50.00
213		MT. CARMEL	7/29/99	1,252.66	0.00	0.00	511.44	25.05	536.49	716.17	S/L	50.00
215		FLATLICK LANE	11/04/99	7,128.48	0.00	0.00	2,875.16	142.57	3,017.73	4,110.75	S/L	50.00
216		W.SHELTON RD	12/07/99	5,593.64	0.00	0.00	2,246.72	111.87	2,358.59	3,235.05	S/L	50.00
217		OVERTON RD	6/28/99	1,624.50	0.00	0.00	666.05	32.49	698.54	925.96	S/L	50.00
218		SUMNER RD	12/31/99	5,660.34	0.00	0.00	2,264.20	113.21	2,377.41	3,282.93	S/L	50.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMNSN & DISTRBTN PLANT (continued)											
219	HERRING MILL	12/30/99	9,838.10	0.00	0.00	3,935.20	196.76	4,131.96	5,706.14	S/L	50.00
220	FLOWERS RD	10/12/99	8,849.42	0.00	0.00	3,584.05	176.99	3,761.04	5,088.38	S/L	50.00
221	DOGWOOD KELLY RD	9/21/99	3,590.32	0.00	0.00	1,454.15	71.81	1,525.96	2,064.36	S/L	50.00
224	HY-OVERTON RD	3/19/99	305.00	0.00	0.00	126.58	6.10	132.68	172.32	S/L	50.00
225	HY-WITTY LN	4/08/99	225.00	0.00	0.00	93.38	4.50	97.88	127.12	S/L	50.00
226	HY-KELLY CHURCH	5/11/99	933.34	0.00	0.00	385.84	18.67	404.51	528.83	S/L	50.00
227	HY-STRIPED BRIDGE	12/28/99	2,707.58	0.00	0.00	1,083.00	54.15	1,137.15	1,570.43	S/L	50.00
228	HY-SUMNER RD	12/31/99	318.00	0.00	0.00	127.20	6.36	133.56	184.44	S/L	50.00
229	HY-FLOWERS RD	10/12/99	318.00	0.00	0.00	128.79	6.36	135.15	182.85	S/L	50.00
230	HY-BODDIE RD	10/13/99	318.00	0.00	0.00	128.79	6.36	135.15	182.85	S/L	50.00
231	HY-FLAT LICK	11/04/99	2,184.72	0.00	0.00	881.08	43.69	924.77	1,259.95	S/L	50.00
232	HY-HERRING MILL	12/30/99	318.00	0.00	0.00	127.20	6.36	133.56	184.44	S/L	50.00
233	HY-MEMORY LANE	9/15/99	1,456.48	0.00	0.00	592.31	29.13	621.44	835.04	S/L	50.00
234	HY-DRAPER RD	12/07/99	318.00	0.00	0.00	127.73	6.36	134.09	183.91	S/L	50.00
235	HY-KELLY/DOGWOOD	9/21/99	318.00	0.00	0.00	128.79	6.36	135.15	182.85	S/L	50.00
236	HY-MT. CARMEL	7/29/99	318.00	0.00	0.00	129.85	6.36	136.21	181.79	S/L	50.00
237	HY-A. DANIEL	10/28/99	318.00	0.00	0.00	128.26	6.36	134.62	183.38	S/L	50.00
238	HY-WOODY SHELTON	12/17/99	318.00	0.00	0.00	127.20	6.36	133.56	184.44	S/L	50.00
246	LAND & LAND RIGHTS	7/01/77	99.00	0.00	0.00	0.00	0.00	0.00	99.00	Memo	0.00
247	LAND - TOWER	7/01/84	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	Memo	0.00
248	DISTRIBTN RESVR	7/01/77	44,941.24	0.00	0.00	37,939.44	898.82	38,838.26	6,102.98	S/L	50.00
249	DISTRIBTN RESVR	7/01/81	3,007.38	0.00	0.00	2,345.85	60.15	2,406.00	601.38	S/L	50.00
250	TOWER	7/01/84	86,587.75	0.00	0.00	61,304.30	1,731.76	63,036.06	23,551.69	S/L	50.00
251	PRESSURE REDUCER	7/01/84	17,316.00	0.00	0.00	12,259.73	346.32	12,606.05	4,709.95	S/L	50.00
252	TRSMNSN & DISTR	7/01/77	1,152,338.88	0.00	0.00	971,924.03	23,046.78	994,970.81	157,368.07	S/L	50.00
253	CONNECTION AT 91	6/28/79	1,650.00	0.00	0.00	1,336.50	33.00	1,369.50	280.50	S/L	50.00
254	SERVICES	7/01/77	76,740.25	0.00	0.00	64,802.83	1,534.81	66,337.64	10,402.61	S/L	50.00
255	MAINS	7/01/84	769,728.08	0.00	0.00	544,967.42	15,394.56	560,361.98	209,366.10	S/L	50.00
256	MAINS, ETC	1/01/85	276,514.52	0.00	0.00	193,360.16	5,530.29	198,890.45	77,624.07	S/L	50.00
267	HYDRANTS	7/01/77	22,147.31	0.00	0.00	18,702.35	442.95	19,145.30	3,002.01	S/L	50.00
268	HYDRANTS	7/01/84	25,057.00	0.00	0.00	17,740.36	501.14	18,241.50	6,815.50	S/L	50.00
269	OUTWOOD LINE	6/15/86	190,195.31	0.00	0.00	127,747.98	3,803.91	131,551.89	58,643.42	S/L	50.00
270	GILKEY LN LINE	8/15/86	68,595.45	0.00	0.00	45,844.66	1,371.91	47,216.57	21,378.88	S/L	50.00
271	LAND RIGHTS	6/30/86	30.00	0.00	0.00	0.00	0.00	0.00	30.00	Memo	0.00
369	VB LAND RIGHTS	12/01/00	4,226.03	0.00	0.00	0.00	0.00	0.00	4,226.03	Land	0.00
370	VA LAND RIGHTS	1/01/00	9,183.44	0.00	0.00	0.00	0.00	0.00	9,183.44	Land	0.00
375	VB MAINS	12/01/00	2,192,549.91	0.00	0.00	835,758.18	43,851.00	879,609.18	1,312,940.73	S/L	50.00
376	VA MAINS	1/01/00	1,696,113.80	0.00	0.00	678,445.60	33,922.28	712,367.88	983,745.92	S/L	50.00
378	VA DISTRIB. RESERV.	1/01/00	622,947.47	0.00	0.00	249,179.00	12,458.95	261,637.95	361,309.52	S/L	50.00
379	PERKINS RD	2/01/00	12,157.33	0.00	0.00	4,842.73	243.15	5,085.88	7,071.45	S/L	50.00
380	LANE ST.	2/28/00	1,250.29	0.00	0.00	496.03	25.01	521.04	729.25	S/L	50.00
381	NEWSTEAD ROAD	3/14/00	6,471.76	0.00	0.00	2,567.22	129.44	2,696.66	3,775.10	S/L	50.00
382	BEEKER RD.	7/15/00	3,409.72	0.00	0.00	1,329.71	68.19	1,397.90	2,011.82	S/L	50.00
383	MCGRAW RD.	4/15/00	6,989.36	0.00	0.00	2,760.85	139.79	2,900.64	4,088.72	S/L	50.00
384	WINDERS LN	1/15/00	1,008.79	0.00	0.00	403.60	20.18	423.78	585.01	S/L	50.00
385	HARGROVE RD.	11/01/00	2,799.21	0.00	0.00	1,072.95	55.98	1,128.93	1,670.28	S/L	50.00
386	POOL-NANNY RD.	5/15/00	1,128.03	0.00	0.00	443.68	22.56	466.24	661.79	S/L	50.00
387	OWEN WEST RD.	2/01/00	9,298.72	0.00	0.00	3,703.91	185.97	3,889.88	5,408.84	S/L	50.00
388	PLEASANT GROVE RD.	5/30/00	6,921.49	0.00	0.00	2,710.92	138.43	2,849.35	4,072.14	S/L	50.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMNSN & DISTRBTN PLANT (continued)												
389		WOODBURN HAY #2	8/16/00	3,840.37	0.00	0.00	1,484.99	76.81	1,561.80	2,278.57	S/L	50.00
390		HERRING MILL RD.	1/15/00	863.59	0.00	0.00	345.40	17.27	362.67	500.92	S/L	50.00
391		HWY 1914	10/15/00	13,974.82	0.00	0.00	5,380.37	279.50	5,659.87	8,314.95	S/L	50.00
392		ZENTMEYER RD.	10/15/00	1,925.80	0.00	0.00	741.51	38.52	780.03	1,145.77	S/L	50.00
393		HICKORY WOODS EST.	9/30/00	2,460.90	0.00	0.00	947.48	49.22	996.70	1,464.20	S/L	50.00
394		LAKE MORRIS RD.	9/21/00	5,106.86	0.00	0.00	1,966.19	102.14	2,068.33	3,038.53	S/L	50.00
395		LOCUST GROVE RD.	12/31/00	4,608.94	0.00	0.00	1,751.42	92.18	1,843.60	2,765.34	S/L	50.00
396		HAMMACK RD.	3/16/00	6,813.19	0.00	0.00	2,691.14	136.26	2,827.40	3,985.79	S/L	50.00
397		FAIRVIEW LINES	7/18/00	35,060.19	0.00	0.00	13,614.97	701.20	14,316.17	20,744.02	S/L	50.00
398		VB SERVICES	12/01/00	88,236.49	0.00	0.00	33,676.88	1,764.73	35,441.61	52,794.88	S/L	50.00
399		VA SERVICES	1/01/00	34,127.36	0.00	0.00	13,651.00	682.55	14,333.55	19,793.81	S/L	50.00
411		VB HYDRANTS	12/01/00	188,383.69	0.00	0.00	71,899.79	3,767.67	75,667.46	112,716.23	S/L	50.00
412		VA HYDRANTS	1/01/00	113,474.23	0.00	0.00	45,389.60	2,269.48	47,659.08	65,815.15	S/L	50.00
413		LAFAYETTE HYDRANT	2/04/00	960.50	0.00	0.00	382.60	19.21	401.81	558.69	S/L	50.00
425		LAND RIGHTS VB	2/21/01	50.00	0.00	0.00	0.00	0.00	0.00	50.00	Memo	0.00
426		LAND RIGHTS-EXTENSIONS	3/15/01	641.00	0.00	0.00	0.00	0.00	0.00	641.00	Memo	0.00
431		PENNYRILE TANK	6/01/01	111,878.50	0.00	0.00	41,581.51	2,237.57	43,819.08	68,059.42	S/L	50.00
432		109 TANK UPGRADE	3/15/01	880.36	0.00	0.00	331.65	17.61	349.26	531.10	S/L	50.00
433		PHASE VA	1/01/01	24,687.23	0.00	0.00	9,381.06	493.74	9,874.80	14,812.43	S/L	50.00
434		PHASE VB	1/01/01	69,442.09	0.00	0.00	26,395.37	1,388.84	27,784.21	41,657.88	S/L	50.00
435		MILLER'S MILL RD	6/11/01	14,270.38	0.00	0.00	5,303.87	285.41	5,589.28	8,681.10	S/L	50.00
436		LAYTONSVILLE RD	11/29/01	8,502.33	0.00	0.00	3,075.07	170.05	3,245.12	5,257.21	S/L	50.00
437		WORSHAM EXT.	7/05/01	19,052.70	0.00	0.00	7,049.43	381.05	7,430.48	11,622.22	S/L	50.00
438		BOBBY STEWART RD	8/19/01	12,531.40	0.00	0.00	4,594.88	250.63	4,845.51	7,685.89	S/L	50.00
439		CROFTON-MACEDONIA RD	4/20/01	13,678.90	0.00	0.00	5,106.83	273.58	5,380.41	8,298.49	S/L	50.00
440		MASON LANE	12/01/01	30,938.97	0.00	0.00	11,189.60	618.78	11,808.38	19,130.59	S/L	50.00
441		COAL CREEK RD	11/27/01	22,275.50	0.00	0.00	8,056.31	445.51	8,501.82	13,773.68	S/L	50.00
442		OLD EDDYVILLE RD	7/12/01	1,532.19	0.00	0.00	566.84	30.64	597.48	934.71	S/L	50.00
443		MACEDONIA RD	12/14/01	14,204.14	0.00	0.00	5,137.11	284.08	5,421.19	8,782.95	S/L	50.00
444		BELL CHAPEL RD	7/12/01	3,705.69	0.00	0.00	1,371.04	74.11	1,445.15	2,260.54	S/L	50.00
445		BOND RD	12/31/01	11,350.66	0.00	0.00	4,086.18	227.01	4,313.19	7,037.47	S/L	50.00
446		DARNELL RD-FLEMING-GILES	8/15/01	18,544.46	0.00	0.00	6,830.56	370.89	7,201.45	11,343.01	S/L	50.00
447		BELL STATION RD	11/01/01	36,670.67	0.00	0.00	13,323.62	733.41	14,057.03	22,613.64	S/L	50.00
448		HWY 117	8/30/01	31,517.12	0.00	0.00	11,556.23	630.34	12,186.57	19,330.55	S/L	50.00
449		CRONEY LANE	9/10/01	2,343.93	0.00	0.00	859.47	46.88	906.35	1,437.58	S/L	50.00
450		FULLER LANE	11/09/01	4,482.75	0.00	0.00	1,628.82	89.66	1,718.48	2,764.27	S/L	50.00
451		HWY 800-ELI-CONSOL LP	10/23/01	7,028.41	0.00	0.00	2,553.69	140.57	2,694.26	4,334.15	S/L	50.00
452		OLD MADISONVILLE RD	12/26/01	8,527.29	0.00	0.00	3,069.90	170.55	3,240.45	5,286.84	S/L	50.00
453		OLD BAINBRIDGE LOOP	12/15/01	16,609.44	0.00	0.00	6,007.10	332.19	6,339.29	10,270.15	S/L	50.00
485		EASEMENTS-LINE EXTENS.	6/10/02	90.00	0.00	0.00	0.00	0.00	0.00	90.00	Memo	0.00
486		TALLY LANE	9/15/02	4,459.02	0.00	0.00	1,545.79	89.18	1,634.97	2,824.05	S/L	50.00
487		HOWARD DICKERSON RD(#1)	2/15/02	18,454.03	0.00	0.00	6,612.68	369.08	6,981.76	11,472.27	S/L	50.00
488		MCKNIGHT RD.	12/31/02	3,090.04	0.00	0.00	1,050.60	61.80	1,112.40	1,977.64	S/L	50.00
489		HERRING MILL RD.	10/15/02	10,954.55	0.00	0.00	3,779.30	219.09	3,998.39	6,956.16	S/L	50.00
490		ED SMITH RD.	10/05/02	15,060.07	0.00	0.00	5,195.70	301.20	5,496.90	9,563.17	S/L	50.00
491		CAVANAUGH LANE	9/11/02	8,977.43	0.00	0.00	3,112.20	179.55	3,291.75	5,685.68	S/L	50.00
492		CANTON RD.	6/24/02	2,792.06	0.00	0.00	977.20	55.84	1,033.04	1,759.02	S/L	50.00
493		SHEPHARD RD.	7/05/02	3,478.44	0.00	0.00	1,217.47	69.57	1,287.04	2,191.40	S/L	50.00
494		NEWTON LANE	6/24/02	7,444.55	0.00	0.00	2,605.58	148.89	2,754.47	4,690.08	S/L	50.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMNSN & DISTRBTN PLANT (continued)												
495		YOUNG RD.	10/15/02	4,705.15	0.00	0.00	1,623.23	94.10	1,717.33	2,987.82	S/L	50.00
496		LOVELADY LN/ASHBY RD.	8/15/02	3,002.71	0.00	0.00	1,045.87	60.05	1,105.92	1,896.79	S/L	50.00
497		BUFFALO RD.	10/23/02	4,788.92	0.00	0.00	1,644.22	95.78	1,740.00	3,048.92	S/L	50.00
498		HOWARD DICKERSON RD(#2)	11/12/02	6,594.23	0.00	0.00	2,263.94	131.88	2,395.82	4,198.41	S/L	50.00
499		BARKERS MILL-TURNER RD.	12/31/02	55,891.95	0.00	0.00	19,003.28	1,117.84	20,121.12	35,770.83	S/L	50.00
500		DRIPPING SPRINGS RD.	12/31/02	11,992.09	0.00	0.00	4,077.28	239.84	4,317.12	7,674.97	S/L	50.00
501		PLEASANT GREEN HILL RD.	12/31/02	3,060.04	0.00	0.00	1,040.40	61.20	1,101.60	1,958.44	S/L	50.00
502		HWY 117	5/08/02	48,450.69	0.00	0.00	17,119.18	969.01	18,088.19	30,362.50	S/L	50.00
602		LAND RIGHTS-PHASE V	3/30/02	63.65	0.00	0.00	0.00	0.00	0.00	63.65	Land	0.00
604		PHASE VI ENG. FEES	2/12/02	10,901.33	0.00	0.00	3,906.37	218.03	4,124.40	6,776.93	S/L	50.00
693		TANK SITE-PHASE VI	9/22/03	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	Land	0.00
694		LAND RIGHTS-LINE EXT.	3/27/03	594.00	0.00	0.00	0.00	0.00	0.00	594.00	Land	0.00
695		LAND RIGHTS-LINE EXT.	4/08/03	108.00	0.00	0.00	0.00	0.00	0.00	108.00	Land	0.00
696		LAND RIGHTS-LINE EXT.	11/18/03	156.00	0.00	0.00	0.00	0.00	0.00	156.00	Land	0.00
698		LEVI NORTH RD. EXT.	8/08/03	3,229.67	0.00	0.00	1,060.35	64.59	1,124.94	2,104.73	S/L	50.00
699		GOODE RD EXT.	12/26/03	32,662.84	0.00	0.00	10,452.16	653.26	11,105.42	21,557.42	S/L	50.00
700		MT. CARMEL-HAWKINS EXT.	11/18/03	52,504.72	0.00	0.00	16,888.95	1,050.09	17,939.04	34,565.68	S/L	50.00
701		DYERS CHAPEL RD EXT	1/27/03	5,573.66	0.00	0.00	1,885.70	111.47	1,997.17	3,576.49	S/L	50.00
702		ST. ELMO RD EXT	7/21/03	21,846.52	0.00	0.00	7,172.93	436.93	7,609.86	14,236.66	S/L	50.00
703		KOUNTRY ACRES EXT	3/27/03	485.21	0.00	0.00	162.48	9.70	172.18	313.03	S/L	50.00
704		GLOVER RD EXT	11/18/03	3,535.41	0.00	0.00	1,137.25	70.71	1,207.96	2,327.45	S/L	50.00
705		WADE RD EXT	9/25/03	2,442.45	0.00	0.00	793.81	48.85	842.66	1,599.79	S/L	50.00
706		FULLER RD EXT	12/26/03	3,168.08	0.00	0.00	1,013.76	63.36	1,077.12	2,090.96	S/L	50.00
707		BUMPUS MILL RD EXT	9/25/03	3,552.68	0.00	0.00	1,154.56	71.05	1,225.61	2,327.07	S/L	50.00
708		PRUITT LANE EXT	11/18/03	5,647.24	0.00	0.00	1,816.45	112.94	1,929.39	3,717.85	S/L	50.00
709		CLARK STORE RD EXT	10/27/03	7,348.14	0.00	0.00	2,375.85	146.96	2,522.81	4,825.33	S/L	50.00
710		BARNETT RD EXT	1/01/03	616.22	0.00	0.00	209.44	12.32	221.76	394.46	S/L	50.00
711		HYDRANT-PRINCETON RD	5/08/03	936.72	0.00	0.00	312.17	18.73	330.90	605.82	S/L	50.00
715		109 TANK IMPROV	12/31/03	67,050.00	0.00	0.00	21,456.00	1,341.00	22,797.00	44,253.00	S/L	50.00
716		LAND RIGHTS-LINE EXT.	6/30/03	2,459.50	0.00	0.00	0.00	0.00	0.00	2,459.50	Land	0.00
717		LAND RIGHTS-PHASE VI	6/30/04	3,928.00	0.00	0.00	0.00	0.00	0.00	3,928.00	Land	0.00
718		LAND RIGHTS-COX MILL RD	5/18/04	750.00	0.00	0.00	0.00	0.00	0.00	750.00	Land	0.00
808		PIERCE LANE	1/15/04	15,250.87	0.00	0.00	4,880.32	305.02	5,185.34	10,065.53	S/L	50.00
809		STRIPED BRIDGE RD	1/28/04	9,754.59	0.00	0.00	3,105.18	195.09	3,300.27	6,454.32	S/L	50.00
810		CAVANAUGH LANE	5/21/04	5,065.98	0.00	0.00	1,578.90	101.32	1,680.22	3,385.76	S/L	50.00
811		LAYTONSVILLE RD	4/27/04	3,092.96	0.00	0.00	969.14	61.86	1,031.00	2,061.96	S/L	50.00
812		HOWARD DICKERSON RD	4/01/04	11,249.53	0.00	0.00	3,543.59	224.99	3,768.58	7,480.95	S/L	50.00
813		HILL FARM ESTATE	10/25/04	6,239.92	0.00	0.00	1,892.80	124.80	2,017.60	4,222.32	S/L	50.00
814		TERRY LANE	12/07/04	2,674.30	0.00	0.00	806.81	53.49	860.30	1,814.00	S/L	50.00
815		EMPIRE RD	11/22/04	2,724.54	0.00	0.00	821.89	54.49	876.38	1,848.16	S/L	50.00
822		41 N TANK IMPROV	10/04/04	53,800.00	0.00	0.00	16,409.00	1,076.00	17,485.00	36,315.00	S/L	50.00
823		HARRALLSON HYDRANT	3/04/04	330.00	0.00	0.00	104.50	6.60	111.10	218.90	S/L	50.00
828		AML LAND RIGHTS	12/01/05	47.00	0.00	0.00	0.00	0.00	0.00	47.00	Land	0.00
829		PHASE VI	12/31/05	1,564.01	0.00	0.00	0.00	0.00	0.00	1,564.01	Land	0.00
830		S-L EXTENSIONS	6/30/05	413.09	0.00	0.00	0.00	0.00	0.00	413.09	Land	0.00
831		PHASE VI	12/31/05	373,427.96	0.00	0.00	104,559.84	7,468.56	112,028.40	261,399.56	S/L	50.00
832		NORTHRIDGE ESTATES	7/22/05	3,139.14	0.00	0.00	905.08	62.78	967.86	2,171.28	S/L	50.00
833		BARNETTE ROAD	1/20/05	726.19	0.00	0.00	216.59	14.52	231.11	495.08	S/L	50.00
834		O'DANIEL RD	7/25/05	10,814.38	0.00	0.00	3,118.18	216.29	3,334.47	7,479.91	S/L	50.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMNSN & DISTRBTN PLANT (continued)												
835		JC KELLY RD	9/27/05	7,373.20	0.00	0.00	2,101.31	147.46	2,248.77	5,124.43	S/L	50.00
836		LONG POND RD	5/30/05	5,592.23	0.00	0.00	1,631.00	111.84	1,742.84	3,849.39	S/L	50.00
837		CHAUDOIN LN	6/17/05	4,699.30	0.00	0.00	1,362.85	93.99	1,456.84	3,242.46	S/L	50.00
838		BULLARD RD	7/27/05	4,659.95	0.00	0.00	1,343.63	93.20	1,436.83	3,223.12	S/L	50.00
839		BEEKER RD	8/15/05	6,016.52	0.00	0.00	1,734.76	120.33	1,855.09	4,161.43	S/L	50.00
840		PALMYRA RD	8/25/05	7,688.69	0.00	0.00	2,204.04	153.77	2,357.81	5,330.88	S/L	50.00
841		DYERS CHAPEL RD	9/29/05	4,706.80	0.00	0.00	1,341.49	94.14	1,435.63	3,271.17	S/L	50.00
842		CERULEAN PRINC RD	10/24/05	16,951.00	0.00	0.00	4,802.78	339.02	5,141.80	11,809.20	S/L	50.00
843		CALDWELL RD	10/31/05	5,836.50	0.00	0.00	1,653.67	116.73	1,770.40	4,066.10	S/L	50.00
844		FULLER RD	12/18/05	5,084.90	0.00	0.00	1,423.80	101.70	1,525.50	3,559.40	S/L	50.00
845		ZANDER RD	10/31/05	4,107.31	0.00	0.00	1,163.79	82.15	1,245.94	2,861.37	S/L	50.00
846		PHASE VI	12/31/05	1,422,193.67	0.00	0.00	398,214.18	28,443.87	426,658.05	995,535.62	S/L	50.00
847		HWY 800	8/31/05	221.90	0.00	0.00	63.64	4.44	68.08	153.82	S/L	50.00
848		AML(CCWD PORTION)	12/01/05	14,827.93	0.00	0.00	4,176.55	296.56	4,473.11	10,354.82	S/L	50.00
849		AML(CONTRIB PORTION)	12/01/05	311,949.12	0.00	0.00	87,865.64	6,238.98	94,104.62	217,844.50	S/L	50.00
853		AML (CONTRIB PORTION)	12/01/05	33,300.00	0.00	0.00	9,379.50	666.00	10,045.50	23,254.50	S/L	50.00
854		PHASE VI	12/31/05	109,491.82	0.00	0.00	30,657.76	2,189.84	32,847.60	76,644.22	S/L	50.00
861		ROCK CHAIN/TEETH	8/16/05	4,149.40	0.00	0.00	4,149.40	0.00	4,149.40	0.00	S/L	5.00
862		TRANSIT	3/25/05	325.00	0.00	0.00	325.00	0.00	325.00	0.00	S/L	10.00
863		LEAK DETECTOR	6/07/05	4,693.00	0.00	0.00	4,693.00	0.00	4,693.00	0.00	S/L	10.00
864		LEAK DETECTOR	10/07/05	2,468.63	0.00	0.00	2,468.63	0.00	2,468.63	0.00	S/L	10.00
865		BUZZARD ROOST	7/28/06	11,955.51	0.00	0.00	3,208.06	239.11	3,447.17	8,508.34	S/L	50.00
866		POWELL LANE	7/14/06	4,184.02	0.00	0.00	1,129.68	83.68	1,213.36	2,970.66	S/L	50.00
867		MANIRE RD	8/21/06	13,533.62	0.00	0.00	3,608.93	270.67	3,879.60	9,654.02	S/L	50.00
868		WINDY HILL SUBDIVISION	11/15/06	7,347.46	0.00	0.00	1,934.84	146.95	2,081.79	5,265.67	S/L	50.00
869		PENNYRILE FOREST	8/21/06	35,673.81	0.00	0.00	9,513.07	713.48	10,226.55	25,447.26	S/L	50.00
870		CAMPBELL CEMETERY RD	8/24/06	6,951.98	0.00	0.00	1,853.87	139.04	1,992.91	4,959.07	S/L	50.00
871		EBENEZER RD	10/30/06	18,980.04	0.00	0.00	4,998.07	379.60	5,377.67	13,602.37	S/L	50.00
872		ROCKY RIDGE RD	12/31/06	6,458.96	0.00	0.00	1,679.34	129.18	1,808.52	4,650.44	S/L	50.00
873		FRUIT HILL-BLF SPRGS	10/20/06	12,374.03	0.00	0.00	3,258.49	247.48	3,505.97	8,868.06	S/L	50.00
874		DUDLEY BOYD RD	12/31/06	9,585.17	0.00	0.00	2,492.10	191.70	2,683.80	6,901.37	S/L	50.00
875		BELL CHAPEL RD	12/31/06	4,480.81	0.00	0.00	1,165.06	89.62	1,254.68	3,226.13	S/L	50.00
876		STOKES-COOKSEY RD	12/31/06	12,545.47	0.00	0.00	3,261.83	250.91	3,512.74	9,032.73	S/L	50.00
877		PEMBROKE RD S	6/28/06	60,244.46	0.00	0.00	16,265.99	1,204.89	17,470.88	42,773.58	S/L	50.00
878		J P CAMPBELL RD	9/19/06	7,810.57	0.00	0.00	2,069.78	156.21	2,225.99	5,584.58	S/L	50.00
882		BEEKER RD	8/18/06	751.23	0.00	0.00	200.27	15.02	215.29	535.94	S/L	50.00
885		36 EASEMENTS	2/22/06	324.00	0.00	0.00	0.00	0.00	0.00	324.00	Land	0.00
886		PENNYRILE PARK EASEMENT	5/31/06	21.00	0.00	0.00	0.00	0.00	0.00	21.00	Land	0.00
887		DUDLEY BOYD RD EASEMENT	6/02/06	143.00	0.00	0.00	0.00	0.00	0.00	143.00	Land	0.00
888		DUDLEY BOYD RD EASEMENT	12/27/06	300.00	0.00	0.00	0.00	0.00	0.00	300.00	Land	0.00
972		TOWER HILL RD (1)	9/15/06	286.90	0.00	0.00	255.07	19.13	274.20	12.70	S/L	15.00
973		VAUGHN GROVE RD (2)	11/14/06	630.79	0.00	0.00	553.66	42.05	595.71	35.08	S/L	15.00
974		WALLACE PARK RD	5/01/06	490.25	0.00	0.00	446.63	32.68	479.31	10.94	S/L	15.00
975		WOODBURN HAY RD (1)	3/27/06	239.20	0.00	0.00	219.31	15.95	235.26	3.94	S/L	15.00
977		PHASE VI EASEMENTS	8/25/06	751.00	0.00	0.00	0.00	0.00	0.00	751.00	Land	0.00
978		LAND RIGHTS	12/31/06	152.00	0.00	0.00	0.00	0.00	0.00	152.00	Land	0.00
979		JP CAMPBELL RD	5/14/07	5,583.64	0.00	0.00	1,414.49	111.67	1,526.16	4,057.48	S/L	50.00
980		OLD BUTTERMILK RD	5/14/07	7,897.07	0.00	0.00	2,000.57	157.94	2,158.51	5,738.56	S/L	50.00
981		KOUNTRY SPGS LN	6/29/07	1,451.61	0.00	0.00	362.88	29.03	391.91	1,059.70	S/L	50.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMN & DISTRBTN PLANT (continued)												
982		DUDLEY BOYD RD	9/30/07	10,953.88	0.00	0.00	2,683.73	219.08	2,902.81	8,051.07	S/L	50.00
983		TROY HOPSON RD	7/20/07	16,983.95	0.00	0.00	4,217.69	339.68	4,557.37	12,426.58	S/L	50.00
984		PLEASANT GR CH RD	8/31/07	20,075.98	0.00	0.00	4,952.08	401.52	5,353.60	14,722.38	S/L	50.00
985		CARL WILLIAMS RD	8/31/07	2,973.88	0.00	0.00	733.59	59.48	793.07	2,180.81	S/L	50.00
986		HICKORY SMKHS RD	10/05/07	3,966.10	0.00	0.00	971.67	79.32	1,050.99	2,915.11	S/L	50.00
987		COX MILL RD EXT	8/31/07	95,234.95	0.00	0.00	23,491.30	1,904.70	25,396.00	69,838.95	S/L	50.00
988		PLEASANT GROVE RD	12/18/07	4,798.10	0.00	0.00	1,151.52	95.96	1,247.48	3,550.62	S/L	50.00
989		FIDELIO RD	12/31/07	5,500.00	0.00	0.00	1,320.00	110.00	1,430.00	4,070.00	S/L	50.00
990		78 EASEMENTS	8/06/07	1,582.00	0.00	0.00	0.00	0.00	0.00	1,582.00	Land	0.00
991		47 EASEMENTS	7/02/07	585.00	0.00	0.00	0.00	0.00	0.00	585.00	Land	0.00
992		19 EASEMENTS	1/09/07	311.00	0.00	0.00	0.00	0.00	0.00	311.00	Land	0.00
993		43 EASEMENTS	11/14/07	898.50	0.00	0.00	0.00	0.00	0.00	898.50	Land	0.00
994		ANTIOCH RD (1)	7/12/07	392.08	0.00	0.00	326.75	26.14	352.89	39.19	S/L	15.00
995		APEX LOOP (1)	4/18/07	398.59	0.00	0.00	336.56	26.57	363.13	35.46	S/L	15.00
996		APEX WHITE PL (2)	12/27/07	807.94	0.00	0.00	646.32	53.86	700.18	107.76	S/L	15.00
997		BARKERS MILL (1)	8/22/07	393.35	0.00	0.00	323.38	26.22	349.60	43.75	S/L	15.00
998		BEEKER RD (2)	10/08/07	770.04	0.00	0.00	628.91	51.34	680.25	89.79	S/L	15.00
999		BELL CHAPEL (2)	8/01/07	786.07	0.00	0.00	650.64	52.40	703.04	83.03	S/L	15.00
1000		BELL STATION (25)	11/28/07	9,830.95	0.00	0.00	7,919.42	655.40	8,574.82	1,256.13	S/L	15.00
1001		BILLY GOAT HILL (2)	4/27/07	780.88	0.00	0.00	659.43	52.06	711.49	69.39	S/L	15.00
1002		BRADSHAW RD (1)	9/25/07	390.60	0.00	0.00	318.99	26.04	345.03	45.57	S/L	15.00
1003		BRADY LANE	8/01/07	759.42	0.00	0.00	628.66	50.63	679.29	80.13	S/L	15.00
1004		BRITMART RD (1)	9/07/07	388.78	0.00	0.00	319.68	25.92	345.60	43.18	S/L	15.00
1005		BUTLER RD (1)	9/27/07	380.15	0.00	0.00	310.42	25.34	335.76	44.39	S/L	15.00
1006		CARL WILLIAMS RD (1)	8/27/07	383.45	0.00	0.00	315.24	25.56	340.80	42.65	S/L	15.00
1007		CERULEAN-PRINCETON (1)	4/24/07	378.89	0.00	0.00	319.96	25.26	345.22	33.67	S/L	15.00
1008		CLARK STORE RD (2)	11/16/07	767.82	0.00	0.00	618.55	51.19	669.74	98.08	S/L	15.00
1009		COAL CREEK RD (1)	5/24/07	380.06	0.00	0.00	318.86	25.34	344.20	35.86	S/L	15.00
1010		COLLINS BRIDGE RD	8/31/07	396.65	0.00	0.00	326.09	26.44	352.53	44.12	S/L	15.00
1011		KOUNTRY SPRGS LN (1)	9/04/07	394.45	0.00	0.00	324.37	26.30	350.67	43.78	S/L	15.00
1012		COX MILL RD (4)	5/31/07	1,568.43	0.00	0.00	1,315.71	104.56	1,420.27	148.16	S/L	15.00
1013		CROFTON FRT HILL (2)	11/27/07	786.94	0.00	0.00	633.89	52.46	686.35	100.59	S/L	15.00
1014		CROFTON MACEDONIA	5/30/07	395.46	0.00	0.00	331.70	26.36	358.06	37.40	S/L	15.00
1015		DAWSON RD (8)	11/21/07	3,235.99	0.00	0.00	2,606.74	215.73	2,822.47	413.52	S/L	15.00
1016		DEASON LANE (2)	11/07/07	776.36	0.00	0.00	629.75	51.76	681.51	94.85	S/L	15.00
1017		DOGWOOD KELLY (1)	2/22/07	384.29	0.00	0.00	328.79	25.62	354.41	29.88	S/L	15.00
1018		ED SMITH RD (1)	7/24/07	381.25	0.00	0.00	315.63	25.42	341.05	40.20	S/L	15.00
1019		EVERETT LANE (1)	8/28/07	387.96	0.00	0.00	318.94	25.86	344.80	43.16	S/L	15.00
1020		FENTRESS LANE	10/04/07	388.40	0.00	0.00	317.15	25.89	343.04	45.36	S/L	15.00
1021		GLASS LANE (1)	3/23/07	396.39	0.00	0.00	336.98	26.43	363.41	32.98	S/L	15.00
1022		GOODE RD (4)	11/12/07	1,582.70	0.00	0.00	1,283.71	105.51	1,389.22	193.48	S/L	15.00
1023		GRACEY HERNDON RD (3)	12/26/07	1,158.55	0.00	0.00	926.88	77.24	1,004.12	154.43	S/L	15.00
1024		GRACEY SF (1)	5/16/07	409.30	0.00	0.00	343.40	27.29	370.69	38.61	S/L	15.00
1025		GRAPEVINE RD (1)	11/15/07	380.15	0.00	0.00	308.30	25.34	333.64	46.51	S/L	15.00
1026		GRAYS BRANCH RD	2/22/07	396.49	0.00	0.00	339.19	26.43	365.62	30.87	S/L	15.00
1027		GREENVILLE RD (2)	6/14/07	835.19	0.00	0.00	700.64	55.68	756.32	78.87	S/L	15.00
1028		HALEY'S MILL (1)	11/09/07	398.80	0.00	0.00	323.51	26.59	350.10	48.70	S/L	15.00
1029		HAPPY HOLLOW (2)	5/22/07	788.10	0.00	0.00	661.13	52.54	713.67	74.43	S/L	15.00
1030		HERNDON OAK GR (2)	6/05/07	801.95	0.00	0.00	672.71	53.46	726.17	75.78	S/L	15.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMNSN & DISTRBTN PLANT (continued)												
1031		HILL FARM ESTATE (2)	10/22/07	784.41	0.00	0.00	636.20	52.29	688.49	95.92	S/L	15.00
1032		HOWARD DICKERSON RD(2)	8/01/07	798.80	0.00	0.00	661.19	53.25	714.44	84.36	S/L	15.00
1033		JP CAMPBELL RD (1)	4/13/07	378.89	0.00	0.00	322.06	25.26	347.32	31.57	S/L	15.00
1034		JOHN RIVERS RD (1)	9/21/07	389.54	0.00	0.00	318.13	25.97	344.10	45.44	S/L	15.00
1035		JOHNSON MILL RD (2)	11/20/07	766.83	0.00	0.00	617.70	51.12	668.82	98.01	S/L	15.00
1036		JULIAN NEWSTEAD (1)	1/12/07	366.10	0.00	0.00	317.33	24.41	341.74	24.36	S/L	15.00
1037		KELLY MT ZOAR (1)	5/23/07	415.44	0.00	0.00	348.56	27.70	376.26	39.18	S/L	15.00
1038		LAFAYETTE RD (1)	11/03/07	388.40	0.00	0.00	315.00	25.89	340.89	47.51	S/L	15.00
1039		LINVILLE RD	12/21/07	394.40	0.00	0.00	315.48	26.29	341.77	52.63	S/L	15.00
1040		LITTLE RIVER CH RD (1)	3/27/07	398.59	0.00	0.00	338.77	26.57	365.34	33.25	S/L	15.00
1041		LOGAN BENNETT (1)	10/16/07	380.59	0.00	0.00	308.67	25.37	334.04	46.55	S/L	15.00
1042		LONG POND RD (1)	5/18/07	380.50	0.00	0.00	319.24	25.37	344.61	35.89	S/L	15.00
1043		LONNIE WALKER HWY (1)	9/27/07	380.15	0.00	0.00	310.42	25.34	335.76	44.39	S/L	15.00
1044		LOOP LANE (6)	8/30/07	2,304.75	0.00	0.00	1,895.02	153.65	2,048.67	256.08	S/L	15.00
1045		MADISONVILLE RD (5)	12/17/07	2,058.63	0.00	0.00	1,646.88	137.24	1,784.12	274.51	S/L	15.00
1046		MCBRIDE LANE (1)	9/14/07	388.40	0.00	0.00	319.31	25.89	345.20	43.20	S/L	15.00
1047		MCFARLAND CRK RD (1)	11/09/07	386.04	0.00	0.00	313.17	25.74	338.91	47.13	S/L	15.00
1048		MCINTOSH CHAPEL (1)	3/20/07	380.65	0.00	0.00	323.59	25.38	348.97	31.68	S/L	15.00
1049		MEACHAM RD (2)	2/05/07	770.90	0.00	0.00	663.79	51.39	715.18	55.72	S/L	15.00
1050		MITCH LANE (1)	1/04/07	398.30	0.00	0.00	345.15	26.55	371.70	26.60	S/L	15.00
1051		MT CARMEL HAWKNS RD(1)	9/11/07	378.22	0.00	0.00	310.92	25.21	336.13	42.09	S/L	15.00
1052		MT CARMEL	3/23/07	389.72	0.00	0.00	331.25	25.98	357.23	32.49	S/L	15.00
1053		MT ZOAR HOPK (1)	12/19/07	423.18	0.00	0.00	338.52	28.21	366.73	56.45	S/L	15.00
1054		MT ZOAR LATHAM	10/09/07	420.03	0.00	0.00	343.00	28.00	371.00	49.03	S/L	15.00
1055		MT ZOAR (2)	12/18/07	827.00	0.00	0.00	661.56	55.13	716.69	110.31	S/L	15.00
1056		N GREENVILLE RD (2)	5/25/07	788.00	0.00	0.00	661.00	52.53	713.53	74.47	S/L	15.00
1057		NORTH 41 (1)	11/15/07	394.95	0.00	0.00	320.35	26.33	346.68	48.27	S/L	15.00
1058		NORTHRIDGE EST (2)	4/27/07	779.78	0.00	0.00	658.54	51.99	710.53	69.25	S/L	15.00
1059		OLD BUTTERMILK RD (2)	6/07/07	765.71	0.00	0.00	642.38	51.05	693.43	72.28	S/L	15.00
1060		OLD MADISONVILLE RD (4)	6/21/07	1,510.25	0.00	0.00	1,258.50	100.68	1,359.18	151.07	S/L	15.00
1061		OLD PALESTINE RD (1)	5/22/07	385.46	0.00	0.00	323.39	25.70	349.09	36.37	S/L	15.00
1062		ORANGE GROVE RD (1)	3/08/07	381.09	0.00	0.00	326.09	25.41	351.50	29.59	S/L	15.00
1063		OVIL RD (1)	6/27/07	388.34	0.00	0.00	323.62	25.89	349.51	38.83	S/L	15.00
1064		PEMBROKE FAIRVIEW RD(2)	10/12/07	808.99	0.00	0.00	660.64	53.93	714.57	94.42	S/L	15.00
1065		PEMBROKE OAK GR RD (1)	9/13/07	394.45	0.00	0.00	324.37	26.30	350.67	43.78	S/L	15.00
1066		PEMBROKE RD (3)	4/20/07	1,221.92	0.00	0.00	1,031.83	81.46	1,113.29	108.63	S/L	15.00
1067		PIERCE LANE (1)	6/27/07	392.25	0.00	0.00	326.88	26.15	353.03	39.22	S/L	15.00
1068		PLEASANT VIEW ACR (1)	12/04/07	402.65	0.00	0.00	324.32	26.84	351.16	51.49	S/L	15.00
1069		POOL NANNY RD (1)	6/15/07	367.04	0.00	0.00	307.91	24.47	332.38	34.66	S/L	15.00
1070		POOLE MILL RD (2)	7/31/07	775.10	0.00	0.00	641.57	51.67	693.24	81.86	S/L	15.00
1071		POWELL LANE	3/27/07	376.96	0.00	0.00	320.41	25.13	345.54	31.42	S/L	15.00
1072		PRINCETON RD (4)	7/17/07	1,568.74	0.00	0.00	1,298.54	104.58	1,403.12	165.62	S/L	15.00
1073		QUISENBERRY LN (3)	12/05/07	1,170.11	0.00	0.00	942.62	78.01	1,020.63	149.48	S/L	15.00
1074		RAT ROGERS RD (1)	10/16/07	397.75	0.00	0.00	322.66	26.52	349.18	48.57	S/L	15.00
1075		RIDGEHILL EST (1)	10/03/07	401.05	0.00	0.00	327.56	26.74	354.30	46.75	S/L	15.00
1076		ROCKY RIDGE RD (1)	1/18/07	381.07	0.00	0.00	328.09	25.40	353.49	27.58	S/L	15.00
1077		RUSSELLVILLE RD (1)	6/22/07	389.50	0.00	0.00	324.62	25.97	350.59	38.91	S/L	15.00
1078		SHURDAN CREEK (1)	1/17/07	380.09	0.00	0.00	327.31	25.34	352.65	27.44	S/L	15.00
1079		SPAIN LANE (1)	3/23/07	366.22	0.00	0.00	311.23	24.41	335.64	30.58	S/L	15.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMN & DISTRBTN PLANT (continued)												
1080		SPARKMAN RD (2)	7/17/07	764.87	0.00	0.00	633.13	50.99	684.12	80.75	S/L	15.00
1081		STOKES RD (1)	1/09/07	373.00	0.00	0.00	323.31	24.87	348.18	24.82	S/L	15.00
1082		STRIPPED BRIDGE RD (6)	9/21/07	2,340.80	0.00	0.00	1,911.61	156.05	2,067.66	273.14	S/L	15.00
1083		SUMNER RD (1)	3/21/07	378.72	0.00	0.00	321.94	25.25	347.19	31.53	S/L	15.00
1084		TERRY COAL RD (1)	5/15/07	374.43	0.00	0.00	316.16	24.96	341.12	33.31	S/L	15.00
1085		TROY HOPSON RD (3)	7/31/07	1,160.91	0.00	0.00	960.93	77.39	1,038.32	122.59	S/L	15.00
1086		WADE RD (3)	8/27/07	1,413.50	0.00	0.00	1,162.17	94.23	1,256.40	157.10	S/L	15.00
1087		WALLACE PARK RD (2)	4/13/07	765.24	0.00	0.00	650.50	51.02	701.52	63.72	S/L	15.00
1088		WILLIAMS MINE RD (1)	8/08/07	401.88	0.00	0.00	332.64	26.79	359.43	42.45	S/L	15.00
1089		WINDY HILL (3)	11/08/07	1,155.09	0.00	0.00	936.95	77.01	1,013.96	141.13	S/L	15.00
1090		WOODBURN HAY (3)	12/27/07	1,238.85	0.00	0.00	991.08	82.59	1,073.67	165.18	S/L	15.00
1091		WOODY SHELTON (1)	5/07/07	388.69	0.00	0.00	328.20	25.91	354.11	34.58	S/L	15.00
1099		WINDY HILL	3/02/07	787.11	0.00	0.00	202.00	15.74	217.74	569.37	S/L	50.00
1100		STRIPPED BRIDGE RD	4/23/07	699.39	0.00	0.00	177.21	13.99	191.20	508.19	S/L	50.00
1101		DEASON LANE	6/20/07	1,771.85	0.00	0.00	443.00	35.44	478.44	1,293.41	S/L	50.00
1102		BELL STATION RD	8/21/07	2,539.80	0.00	0.00	626.53	50.80	677.33	1,862.47	S/L	50.00
1106		SIMMON-CEMETERY RD	11/13/08	31,102.64	0.00	0.00	6,946.23	622.05	7,568.28	23,534.36	S/L	50.00
1107		WAGONER RD	10/20/08	4,805.64	0.00	0.00	1,073.23	96.11	1,169.34	3,636.30	S/L	50.00
1108		SALEM BRADSHAW	7/22/08	17,632.79	0.00	0.00	4,026.20	352.66	4,378.86	13,253.93	S/L	50.00
1109		HOWARD DICKERSON	7/22/08	6,088.23	0.00	0.00	1,390.10	121.76	1,511.86	4,576.37	S/L	50.00
1110		MASONVILLE-BEVERLY RD	4/10/08	9,055.98	0.00	0.00	2,128.16	181.12	2,309.28	6,746.70	S/L	50.00
1111		GILLILAND LANE	8/19/08	2,966.20	0.00	0.00	672.29	59.32	731.61	2,234.59	S/L	50.00
1112		MILLERS MILL RD	6/19/08	31,240.66	0.00	0.00	7,185.32	624.81	7,810.13	23,430.53	S/L	50.00
1113		POOLE NANNY RD	3/18/08	4,929.03	0.00	0.00	1,158.32	98.58	1,256.90	3,672.13	S/L	50.00
1114		LONG POND RD EXT	4/29/08	133,760.42	0.00	0.00	31,210.78	2,675.21	33,885.99	99,874.43	S/L	50.00
1115		J GRESHAM RD	3/03/08	8,958.71	0.00	0.00	2,120.18	179.17	2,299.35	6,659.36	S/L	50.00
1116		GRAPEVINE RD	8/12/08	7,999.83	0.00	0.00	1,826.67	160.00	1,986.67	6,013.16	S/L	50.00
1117		PLEASANT GREEN CH RD	6/19/08	88.80	0.00	0.00	20.47	1.78	22.25	66.55	S/L	50.00
1118		COX MILL RD (ADDL)	1/01/08	2,432.86	0.00	0.00	583.92	48.66	632.58	1,800.28	S/L	50.00
1120		PLEASANT GREEN HILL RD	1/01/08	1,824.64	0.00	0.00	437.88	36.49	474.37	1,350.27	S/L	50.00
1121		#5 SCHOOLHOUSE RD	7/29/08	414.51	0.00	0.00	315.44	27.63	343.07	71.44	S/L	15.00
1122		ADAMS STORE RD	7/14/08	395.12	0.00	0.00	302.91	26.34	329.25	65.87	S/L	15.00
1123		ANTIOCH RD (2)	7/15/08	824.35	0.00	0.00	632.04	54.96	687.00	137.35	S/L	15.00
1124		BARDWELL LANE (2)	5/20/08	771.20	0.00	0.00	595.50	51.41	646.91	124.29	S/L	15.00
1125		BARNETTE RD (1)	6/03/08	266.75	0.00	0.00	205.95	17.78	223.73	43.02	S/L	15.00
1126		BOBBY STEWART RD (1)	11/10/08	435.69	0.00	0.00	324.39	29.05	353.44	82.25	S/L	15.00
1127		BRADSHAW RD (2)	7/12/08	799.42	0.00	0.00	612.84	53.29	666.13	133.29	S/L	15.00
1128		BRADY LANE (3)	10/14/08	1,185.36	0.00	0.00	888.98	79.02	968.00	217.36	S/L	15.00
1129		BULLARD RD (1)	4/02/08	394.23	0.00	0.00	308.79	26.28	335.07	59.16	S/L	15.00
1130		BUTLER RD (1)	10/28/08	423.26	0.00	0.00	315.12	28.22	343.34	79.92	S/L	15.00
1131		CASKY LANE (1)	8/01/08	399.33	0.00	0.00	303.91	26.62	330.53	68.80	S/L	15.00
1132		CERULEAN PRINCETON RD (1)	6/13/08	386.04	0.00	0.00	298.15	25.74	323.89	62.15	S/L	15.00
1133		CLARK STORE RD (2)	9/10/08	809.68	0.00	0.00	611.77	53.98	665.75	143.93	S/L	15.00
1134		CLIFTY SHORES (1)	5/02/08	402.10	0.00	0.00	312.78	26.81	339.59	62.51	S/L	15.00
1135		COAL CREEK RD (1)	1/07/08	397.70	0.00	0.00	318.12	26.51	344.63	53.07	S/L	15.00
1136		COX MILL RD (2)	12/01/08	886.40	0.00	0.00	654.91	59.09	714.00	172.40	S/L	15.00
1137		CROFTON FRUITHILL RD	10/13/08	436.51	0.00	0.00	327.38	29.10	356.48	80.03	S/L	15.00
1138		DAWSON RD (2)	11/04/08	880.55	0.00	0.00	655.48	58.70	714.18	166.37	S/L	15.00
1139		DEASON LANE (3)	9/23/08	1,245.62	0.00	0.00	934.20	83.04	1,017.24	228.38	S/L	15.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMN & DISTRBTN PLANT (continued)												
1140		DOGWOOD KELLY RD (1)	4/22/08	397.70	0.00	0.00	309.29	26.51	335.80	61.90	S/L	15.00
1141		DUDLEY BOYD RD (1)	10/20/08	801.43	0.00	0.00	596.63	53.43	650.06	151.37	S/L	15.00
1142		EMPIRE RD (5)	4/28/08	1,976.23	0.00	0.00	1,537.08	131.75	1,668.83	307.40	S/L	15.00
1143		FIEDELIO RD (4)	4/29/08	1,571.88	0.00	0.00	1,222.55	104.79	1,327.34	244.54	S/L	15.00
1144		FLOWERS RD (1)	11/10/08	448.51	0.00	0.00	333.88	29.90	363.78	84.73	S/L	15.00
1145		GILLILAND LANE (1)	8/05/08	400.26	0.00	0.00	304.60	26.68	331.28	68.98	S/L	15.00
1146		GOSPEL PEACE RD (1)	3/24/08	385.60	0.00	0.00	302.09	25.71	327.80	57.80	S/L	15.00
1147		GRACEY HERNDON (3)	10/31/08	1,263.31	0.00	0.00	940.46	84.22	1,024.68	238.63	S/L	15.00
1148		GRACEY SF RD (1)	7/11/08	395.12	0.00	0.00	302.91	26.34	329.25	65.87	S/L	15.00
1149		GRAPEVINE RD (1)	10/14/08	409.90	0.00	0.00	307.46	27.33	334.79	75.11	S/L	15.00
1150		GRAYS BRANCH RD (1)	11/13/08	436.79	0.00	0.00	325.17	29.12	354.29	82.50	S/L	15.00
1151		GREENVILLE RD (3)	9/05/08	1,233.34	0.00	0.00	931.83	82.22	1,014.05	219.29	S/L	15.00
1152		GRESHAM RD (1)	3/06/08	1,595.20	0.00	0.00	1,258.47	106.35	1,364.82	230.38	S/L	15.00
1153		GUM GROVE RD (1)	12/02/08	796.60	0.00	0.00	588.64	53.11	641.75	154.85	S/L	15.00
1154		HERNDON OAK GR RD (4)	10/27/08	1,667.62	0.00	0.00	1,241.40	111.17	1,352.57	315.05	S/L	15.00
1155		HICKORY SMOKEHOUSE RD (2)	1/16/08	788.80	0.00	0.00	626.69	52.59	679.28	109.52	S/L	15.00
1156		HOWARD DICKERSON RD (1)	7/14/08	395.12	0.00	0.00	302.91	26.34	329.25	65.87	S/L	15.00
1157		HWEA (1)	4/15/08	134.45	0.00	0.00	105.28	8.96	114.24	20.21	S/L	15.00
1158		J GRESHAM RD (1)	6/17/08	385.60	0.00	0.00	295.66	25.71	321.37	64.23	S/L	15.00
1159		JEFF DAVIS HWY (2)	8/18/08	827.26	0.00	0.00	625.03	55.15	680.18	147.08	S/L	15.00
1160		JOHN RIVERS RD (1)	4/29/08	408.15	0.00	0.00	317.45	27.21	344.66	63.49	S/L	15.00
1161		JP CAMPBELL RD (1)	7/23/08	400.43	0.00	0.00	304.82	26.70	331.52	68.91	S/L	15.00
1162		KELLY MT ZOAR RD (2)	8/15/08	846.76	0.00	0.00	644.47	56.45	700.92	145.84	S/L	15.00
1163		LAFAYETTE RD (1)	6/30/08	394.95	0.00	0.00	302.80	26.33	329.13	65.82	S/L	15.00
1164		LONG POND RD (5)	6/30/08	1,995.10	0.00	0.00	1,529.61	133.01	1,662.62	332.48	S/L	15.00
1165		LOOP LANE (1)	7/02/08	390.36	0.00	0.00	299.23	26.02	325.25	65.11	S/L	15.00
1166		MACK LONG RD (1)	4/23/08	383.67	0.00	0.00	298.43	25.58	324.01	59.66	S/L	15.00
1167		MASONVILLE BEVERLY RD (1)	4/14/08	398.80	0.00	0.00	312.43	26.59	339.02	59.78	S/L	15.00
1168		MADISONVILLE RD (5)	10/14/08	2,154.44	0.00	0.00	1,615.84	143.63	1,759.47	394.97	S/L	15.00
1169		MANNINGTON LOOP (1)	6/09/08	420.65	0.00	0.00	324.80	28.04	352.84	67.81	S/L	15.00
1170		MCBRIDE LANE (1)	8/01/08	411.25	0.00	0.00	313.04	27.42	340.46	70.79	S/L	15.00
1171		MILLERS MILL RD (4)	7/02/08	1,580.06	0.00	0.00	1,211.41	105.34	1,316.75	263.31	S/L	15.00
1172		MT CARMEL RD (1)	11/14/08	437.89	0.00	0.00	325.96	29.19	355.15	82.74	S/L	15.00
1173		MT ZOAR LATHAM (1)	6/13/08	459.06	0.00	0.00	354.45	30.60	385.05	74.01	S/L	15.00
1174		MT ZOAR RD (4)	6/03/08	1,749.01	0.00	0.00	1,350.62	116.60	1,467.22	281.79	S/L	15.00
1175		NEWSTEAD RD (1)	5/05/08	393.85	0.00	0.00	306.36	26.26	332.62	61.23	S/L	15.00
1176		OLD PALMYRA RD (2)	5/22/08	783.30	0.00	0.00	604.88	52.22	657.10	126.20	S/L	15.00
1177		OVERBY LANE (1)	11/21/08	457.31	0.00	0.00	337.93	30.49	368.42	88.89	S/L	15.00
1178		PEMBROKE FAIRVIEW RD (1)	10/23/08	438.75	0.00	0.00	326.63	29.25	355.88	82.87	S/L	15.00
1179		PEMBROKE RD (1)	10/15/08	441.58	0.00	0.00	331.20	29.44	360.64	80.94	S/L	15.00
1180		PETSCH LANE (1)	3/26/08	730.79	0.00	0.00	572.46	48.72	621.18	109.61	S/L	15.00
1181		PEIRCE LANE (1)	6/23/08	398.80	0.00	0.00	305.78	26.59	332.37	66.43	S/L	15.00
1182		PILOT ROCK RD (1)	6/07/08	409.65	0.00	0.00	316.34	27.31	343.65	66.00	S/L	15.00
1183		PLEASANT GREEN RD (1)	11/06/08	423.59	0.00	0.00	315.35	28.24	343.59	80.00	S/L	15.00
1184		POOLE NANNY RD (1)	2/20/08	397.53	0.00	0.00	313.59	26.50	340.09	57.44	S/L	15.00
1185		POORHOUSE RD (1)	9/29/08	399.33	0.00	0.00	299.48	26.62	326.10	73.23	S/L	15.00
1186		PRINCETON RD (2)	11/07/08	1,346.07	0.00	0.00	1,002.10	89.74	1,091.84	254.23	S/L	15.00
1187		QUISENBERRY LN (1)	7/15/08	403.37	0.00	0.00	309.24	26.89	336.13	67.24	S/L	15.00
1188		SALEM BRADSHAW RD	10/15/08	423.70	0.00	0.00	317.81	28.25	346.06	77.64	S/L	15.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMN & DISTRBTN PLANT (continued)												
1189		SALUBRIA SPGS RD (1)	10/02/08	813.12	0.00	0.00	609.86	54.21	664.07	149.05	S/L	15.00
1190		SIMMONS CEMETERY RD (1)	12/30/08	436.39	0.00	0.00	319.99	29.09	349.08	87.31	S/L	15.00
1191		SPAIN LANE (1)	5/20/08	373.37	0.00	0.00	288.31	24.89	313.20	60.17	S/L	15.00
1192		STRIPPED BRIDGE RD (1)	2/19/08	397.70	0.00	0.00	313.70	26.51	340.21	57.49	S/L	15.00
1193		TERRY LANE (1)	8/14/08	388.86	0.00	0.00	295.92	25.92	321.84	67.02	S/L	15.00
1194		TONY GRACE RD (2)	11/17/08	1,551.80	0.00	0.00	1,146.57	103.45	1,250.02	301.78	S/L	15.00
1195		WADE RD (1)	2/08/08	359.40	0.00	0.00	285.52	23.96	309.48	49.92	S/L	15.00
1196		WAGONER RD (1)	9/22/08	275.08	0.00	0.00	206.32	18.34	224.66	50.42	S/L	15.00
1197		WAYNE ELGIN RD (1)	3/03/08	393.73	0.00	0.00	310.62	26.25	336.87	56.86	S/L	15.00
1198		WENDY HILL RD (1)	5/30/08	384.06	0.00	0.00	296.54	25.60	322.14	61.92	S/L	15.00
1199		WINN RED HILL RD (1)	4/07/08	399.90	0.00	0.00	313.25	26.66	339.91	59.99	S/L	15.00
1200		WOODY SHELTON RD (1)	5/15/08	392.03	0.00	0.00	304.96	26.14	331.10	60.93	S/L	15.00
1201		WOOSLEY MT CARMEL (1)	9/08/08	415.83	0.00	0.00	314.16	27.72	341.88	73.95	S/L	15.00
1202		ZANDER RD (1)	10/31/08	421.90	0.00	0.00	314.12	28.13	342.25	79.65	S/L	15.00
1203		68 EASEMENTS	5/07/08	884.00	0.00	0.00	0.00	0.00	0.00	884.00	Land	0.00
1204		82 EASEMENTS	7/09/08	1,066.00	0.00	0.00	0.00	0.00	0.00	1,066.00	Land	0.00
1205		LAND RIGHTS	7/14/08	624.00	0.00	0.00	0.00	0.00	0.00	624.00	Land	0.00
1206		58 EASEMENTS	9/03/08	523.00	0.00	0.00	0.00	0.00	0.00	523.00	Land	0.00
1207		LAND RIGHTS	12/29/08	432.00	0.00	0.00	0.00	0.00	0.00	432.00	Land	0.00
1208		LAND RIGHTS	12/31/08	520.32	0.00	0.00	0.00	0.00	0.00	520.32	Land	0.00
1209		HYDRANT (M LONG RD)	4/23/08	1,072.24	0.00	0.00	250.14	21.44	271.58	800.66	S/L	50.00
1210		HYDRANT (COMBS FL LICK LN	5/20/08	943.33	0.00	0.00	218.58	18.87	237.45	705.88	S/L	50.00
1211		HYDRANT (ADAMS STORE RD)	6/26/08	914.48	0.00	0.00	210.33	18.29	228.62	685.86	S/L	50.00
1214		PEMBR RD TANK IMPR	11/20/08	158,110.00	0.00	0.00	87,619.29	7,905.50	95,524.79	62,585.21	S/L	20.00
1221		BADGER METER CHANGE-OUT	6/30/08	90,313.37	0.00	0.00	69,240.24	6,020.89	75,261.13	15,052.24	S/L	15.00
1222		METERS (VAR)	12/31/08	4,001.29	0.00	0.00	2,934.65	266.75	3,201.40	799.89	S/L	15.00
1223		BADGER METER CHANGE-OUT	6/30/09	270,729.58	0.00	0.00	189,510.72	18,048.64	207,559.36	63,170.22	S/L	15.00
1224		S/LINE EXT METERS	6/30/09	48,745.89	0.00	0.00	34,122.16	3,249.73	37,371.89	11,374.00	S/L	15.00
1225		PHASE VII METERS	12/31/09	85,981.91	0.00	0.00	57,321.30	5,732.13	63,053.43	22,928.48	S/L	15.00
1226		PHASE VII HYDRANTS	12/31/09	199,580.53	0.00	0.00	39,916.10	3,991.61	43,907.71	155,672.82	S/L	50.00
1227		PHASE VII LINES	12/31/09	2,183,000.85	0.00	0.00	436,600.20	43,660.02	480,260.22	1,702,740.63	S/L	50.00
1228		SUE WEST RD.	3/10/09	5,431.40	0.00	0.00	1,176.82	108.63	1,285.45	4,145.95	S/L	50.00
1232		PHASE VII LAND RIGHTS	6/30/09	5,828.98	0.00	0.00	0.00	0.00	0.00	5,828.98	Land	0.00
1233		EASEMENTS	6/30/09	234.00	0.00	0.00	0.00	0.00	0.00	234.00	Land	0.00
1239		GUINN ROAD	4/17/09	5,187.61	0.00	0.00	1,106.67	103.75	1,210.42	3,977.19	S/L	50.00
1240		JOHN RIVER SPUR	6/02/09	12,697.16	0.00	0.00	2,687.53	253.94	2,941.47	9,755.69	S/L	50.00
1241		HARRY BERRY LANE	5/06/09	16,016.01	0.00	0.00	3,416.75	320.32	3,737.07	12,278.94	S/L	50.00
1242		BEVERLY ROAD SOUTH	7/14/09	9,757.10	0.00	0.00	2,048.97	195.14	2,244.11	7,512.99	S/L	50.00
1243		NEWTON LANE	8/11/09	1,870.89	0.00	0.00	389.79	37.42	427.21	1,443.68	S/L	50.00
1244		ROAR SPGS/FLATLICK LN	12/04/09	12,760.17	0.00	0.00	2,573.27	255.20	2,828.47	9,931.70	S/L	50.00
1245		DOGWOOD KELLY WEST	9/20/09	3,024.52	0.00	0.00	620.02	60.49	680.51	2,344.01	S/L	50.00
1246		BELL CHAPEL	4/06/09	9,748.10	0.00	0.00	2,095.82	194.96	2,290.78	7,457.32	S/L	50.00
1247		HALL LANE	1/21/10	5,756.75	0.00	0.00	1,141.80	115.14	1,256.94	4,499.81	S/L	50.00
1248		J J ROAD	9/10/10	6,947.57	0.00	0.00	1,296.87	138.95	1,435.82	5,511.75	S/L	50.00
1249		HAMBY LOOP	8/04/10	7,607.63	0.00	0.00	1,432.75	152.15	1,584.90	6,022.73	S/L	50.00
1250		DANIEL BOONE	3/30/10	750.00	0.00	0.00	146.25	15.00	161.25	588.75	S/L	50.00
1251		HOOVER LANE	7/23/10	11,139.95	0.00	0.00	2,098.03	222.80	2,320.83	8,819.12	S/L	50.00
1252		FLAT LICK LANE	11/11/10	6,907.26	0.00	0.00	1,266.37	138.15	1,404.52	5,502.74	S/L	50.00
1253		MT VERNON CHURCH RD	12/20/10	24,275.26	0.00	0.00	4,369.59	485.51	4,855.10	19,420.16	S/L	50.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMN & DISTRBTN PLANT (continued)												
1254		SPAIN LANE	6/16/10	11,358.04	0.00	0.00	2,158.02	227.16	2,385.18	8,972.86	S/L	50.00
1272		MT. VERNON CHURCH RD	12/30/10	1,257.00	0.00	0.00	226.26	25.14	251.40	1,005.60	S/L	50.00
1273		BARKERS MILL RD (3)	12/31/10	3,771.00	0.00	0.00	678.78	75.42	754.20	3,016.80	S/L	50.00
1274		SQUARE DEAL FIRE DEPT	12/31/10	1,257.00	0.00	0.00	226.26	25.14	251.40	1,005.60	S/L	50.00
1275		PEMBROKE RD PAINT	1/01/10	15,300.00	0.00	0.00	15,300.00	0.00	15,300.00	0.00	S/L	10.00
1276		LAFAYETTE RD PAINT	12/06/10	70,500.00	0.00	0.00	64,037.50	6,462.50	70,500.00	0.00	S/L	10.00
1281		BADGER METER CHANGE-OUT	6/30/10	238,130.24	0.00	0.00	150,815.82	15,875.35	166,691.17	71,439.07	S/L	15.00
1287		PHASE VII ENGINEERING	1/01/11	7,718.50	0.00	0.00	1,389.33	154.37	1,543.70	6,174.80	S/L	50.00
1288		BARKERS MILL RD	3/16/11	46,486.43	0.00	0.00	8,135.14	929.73	9,064.87	37,421.56	S/L	50.00
1289		TERRY COAL RD	3/04/11	8,394.72	0.00	0.00	1,483.03	167.89	1,650.92	6,743.80	S/L	50.00
1290		CHAPEL HILL RD	3/16/11	15,423.01	0.00	0.00	2,699.03	308.46	3,007.49	12,415.52	S/L	50.00
1291		HWY 272	10/04/11	1,964.04	0.00	0.00	324.06	39.28	363.34	1,600.70	S/L	50.00
1292		HWY 164	12/14/11	8,103.92	0.00	0.00	1,310.15	162.08	1,472.23	6,631.69	S/L	50.00
1293		MT VERNON CHURCH RD	1/01/11	2,091.55	0.00	0.00	376.47	41.83	418.30	1,673.25	S/L	50.00
1294		ROBINSON LANE	3/16/11	5,467.45	0.00	0.00	956.81	109.35	1,066.16	4,401.29	S/L	50.00
1297		LINE REPLACEMENT	10/11/11	8,035.10	0.00	0.00	1,325.78	160.70	1,486.48	6,548.62	S/L	50.00
1298		LINE REPLACEMENT	12/08/11	18,539.50	0.00	0.00	2,997.22	370.79	3,368.01	15,171.49	S/L	50.00
1301		BADGER METER CHANGEOUT	6/30/11	84,870.25	0.00	0.00	48,093.17	5,658.02	53,751.19	31,119.06	S/L	15.00
1302		SHORTLINE EXT METERS	6/30/11	33,846.71	0.00	0.00	19,179.82	2,256.45	21,436.27	12,410.44	S/L	15.00
1310		BADGER METER CHANGE OUT	6/30/12	13,443.69	0.00	0.00	2,016.53	268.87	2,285.40	11,158.29	S/L	50.00
1311		NEW SERVICES METERS	6/30/12	40,829.80	0.00	0.00	6,124.50	816.60	6,941.10	33,888.70	S/L	50.00
1328		HWY 164 #1	2/15/12	2,580.68	0.00	0.00	408.58	51.61	460.19	2,120.49	S/L	50.00
1329		GEORGE SHAW RD	4/23/12	9,559.70	0.00	0.00	1,465.79	191.19	1,656.98	7,902.72	S/L	50.00
1330		OLD BUTLER RD	12/18/12	19,788.38	0.00	0.00	2,770.39	395.77	3,166.16	16,622.22	S/L	50.00
1331		JOHNSON RD	10/22/12	10,738.73	0.00	0.00	1,539.19	214.77	1,753.96	8,984.77	S/L	50.00
1332		JAGO THOMAS RD	12/18/12	11,619.07	0.00	0.00	1,626.66	232.38	1,859.04	9,760.03	S/L	50.00
1333		PETSCH LANE	11/28/12	27,779.76	0.00	0.00	3,935.50	555.60	4,491.10	23,288.66	S/L	50.00
1346		NEW METER SETTINGS	6/30/13	33,710.58	0.00	0.00	14,607.91	2,247.37	16,855.28	16,855.30	S/L	15.00
1348		PLEASANT GR RD	12/31/13	50,407.79	0.00	0.00	6,048.96	1,008.16	7,057.12	43,350.67	S/L	50.00
1349		MADISONVILLE MANNINGTON	12/31/13	4,211.15	0.00	0.00	505.32	84.22	589.54	3,621.61	S/L	50.00
1350		DANIEL BOONE	12/31/13	3,980.22	0.00	0.00	477.60	79.60	557.20	3,423.02	S/L	50.00
1351		HWY 164	12/31/13	19,700.79	0.00	0.00	2,364.12	394.02	2,758.14	16,942.65	S/L	50.00
1352		ATKINSON SCH HOUSE RD	9/18/14	30,710.04	0.00	0.00	3,224.55	614.20	3,838.75	26,871.29	S/L	50.00
1353		HARRY BERRY RD	10/13/14	7,080.81	0.00	0.00	743.50	141.62	885.12	6,195.69	S/L	50.00
1354		JOHN RIVERS RD	11/24/14	12,857.19	0.00	0.00	1,307.13	257.14	1,564.27	11,292.92	S/L	50.00
1355		SPAIN LANE	7/21/14	1,253.22	0.00	0.00	135.74	25.06	160.80	1,092.42	S/L	50.00
1356		JEFF ADAMS RD	11/18/14	12,346.57	0.00	0.00	1,255.23	246.93	1,502.16	10,844.41	S/L	50.00
1357		CHARLES FORD RD	12/03/14	7,564.04	0.00	0.00	769.01	151.28	920.29	6,643.75	S/L	50.00
1358		PLEASANT GROVE ADD'L	3/17/14	3,987.50	0.00	0.00	458.56	79.75	538.31	3,449.19	S/L	50.00
1364		METERS	6/30/14	35,498.22	0.00	0.00	13,016.02	2,366.55	15,382.57	20,115.65	S/L	15.00
1367		METERS 2015	6/30/15	47,211.68	0.00	0.00	14,163.52	3,147.45	17,310.97	29,900.71	S/L	15.00
1371		JEFF ADAMS RD PART2	12/31/15	11,046.47	0.00	0.00	883.72	220.93	1,104.65	9,941.82	S/L	50.00
1372		YOUNG RD	4/10/15	5,305.74	0.00	0.00	504.03	106.11	610.14	4,695.60	S/L	50.00
1373		CERULEAN SINKING FORK RD	2/09/15	9,064.26	0.00	0.00	891.34	181.29	1,072.63	7,991.63	S/L	50.00
1374		BANTON RD	9/28/15	11,414.61	0.00	0.00	970.23	228.29	1,198.52	10,216.09	S/L	50.00
1375		FIDELIO RD	11/05/15	15,934.48	0.00	0.00	1,327.87	318.69	1,646.56	14,287.92	S/L	50.00
1376		CROW RD	9/24/15	5,150.71	0.00	0.00	437.79	103.01	540.80	4,609.91	S/L	50.00
1377		FLEMING GILES RD	12/17/15	11,666.29	0.00	0.00	933.32	233.33	1,166.65	10,499.64	S/L	50.00
1378		COX MILL RD	12/17/15	13,105.06	0.00	0.00	1,048.40	262.10	1,310.50	11,794.56	S/L	50.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSMNSN & DISTRBTN PLANT (continued)												
1379		BRADY LN	10/07/15	9,116.71	0.00	0.00	774.90	182.33	957.23	8,159.48	S/L	50.00
1380		METERS 2016	6/30/16	42,669.77	0.00	0.00	9,956.28	2,844.65	12,800.93	29,868.84	S/L	15.00
1385		FIDELIO RD ADDL	2/05/16	327.05	0.00	0.00	25.62	6.54	32.16	294.89	S/L	50.00
1386		HWY 1453 ELMO	12/31/15	8,902.55	0.00	0.00	712.20	178.05	890.25	8,012.30	S/L	50.00
1387		ZANDER RD	11/12/16	6,963.77	0.00	0.00	441.05	139.28	580.33	6,383.44	S/L	50.00
1388		BILLY POOL RD	6/10/16	6,192.52	0.00	0.00	443.80	123.85	567.65	5,624.87	S/L	50.00
1389		DARNELL RD	5/05/16	12,754.07	0.00	0.00	935.29	255.08	1,190.37	11,563.70	S/L	50.00
1390		DR HATCHER RD	4/27/16	3,252.34	0.00	0.00	238.51	65.05	303.56	2,948.78	S/L	50.00
1391		GOERGE SHAW RD	12/08/16	6,227.98	0.00	0.00	384.06	124.56	508.62	5,719.36	S/L	50.00
1392		GRAPEVINE RD	10/21/16	16,483.43	0.00	0.00	1,043.95	329.67	1,373.62	15,109.81	S/L	50.00
1393		LONG POND RD	12/07/16	5,024.92	0.00	0.00	309.87	100.50	410.37	4,614.55	S/L	50.00
1394		BUMPUS MILL RD	2/13/17	14,223.59	0.00	0.00	829.71	284.47	1,114.18	13,109.41	S/L	50.00
1395		WOODBURN HAY EXTENSION	11/14/17	5,852.57	0.00	0.00	253.61	117.05	370.66	5,481.91	S/L	50.00
1396		METERS 2017	6/30/17	38,340.73	0.00	0.00	6,390.12	2,556.05	8,946.17	29,394.56	S/L	15.00
1399		ASHBY RD	8/31/18	9,215.00	0.00	0.00	245.73	184.30	430.03	8,784.97	S/L	50.00
1400		ANTIOCH EXTENSION	10/23/18	9,495.00	0.00	0.00	221.55	189.90	411.45	9,083.55	S/L	50.00
1401		ZENTMYER RD.	11/02/18	5,313.00	0.00	0.00	123.97	106.26	230.23	5,082.77	S/L	50.00
1404		METERS 2018	6/30/18	39,632.00	0.00	0.00	3,963.20	2,642.13	6,605.33	33,026.67	S/L	15.00
1408		Meters 2019	6/30/19	59,749.00	0.00	0.00	1,991.63	3,983.27	5,974.90	53,774.10	S/L	15.00
1411		CAMPBELL CEMETERY ROAD	1/15/19	10,305.00	0.00	0.00	206.10	206.10	412.20	9,892.80	S/L	50.00
1412		GRAPEVINE ROAD	6/06/19	13,191.00	0.00	0.00	153.90	263.82	417.72	12,773.28	S/L	50.00
1413		GILKEY LANE	8/14/19	10,881.00	0.00	0.00	90.68	217.62	308.30	10,572.70	S/L	50.00
1414		CHAMPION HIGHWAY	11/12/19	13,754.00	0.00	0.00	45.85	275.08	320.93	13,433.07	S/L	50.00
1418		TERRY COLE RD	6/26/20	14,455.00	0.00c	0.00	0.00	144.55	144.55	14,310.45	S/L	50.00
1419		PLEASANT GREEN HILL RD	7/29/20	7,224.00	0.00c	0.00	0.00	60.20	60.20	7,163.80	S/L	50.00
1420		CROFTON MACEDONIA RD	8/13/20	4,550.00	0.00c	0.00	0.00	37.92	37.92	4,512.08	S/L	50.00
1421		LEVI NORTH RD	9/11/20	5,674.00	0.00c	0.00	0.00	37.83	37.83	5,636.17	S/L	50.00
1422		NORTH RIDGE RD	10/12/20	10,752.00	0.00c	0.00	0.00	53.76	53.76	10,698.24	S/L	50.00
1423		WAYNE HUNT RD	12/14/20	6,139.00	0.00c	0.00	0.00	10.23	10.23	6,128.77	S/L	50.00
1424		METERS 2020	6/30/20	51,415.00	0.00c	0.00	0.00	1,713.83	1,713.83	49,701.17	S/L	15.00
TRANSMNSN & DISTRBTN PLANT				21,363,215.92	0.00c	0.00	9,213,405.95	495,545.37	9,708,951.32	11,654,264.60		

Group: TRANSPORTATION EQUIPMENT

417		2000 INTL 4700	1/26/00	38,680.00	0.00	0.00	38,680.00	0.00	38,680.00	0.00	S/L	5.00
418		DUMP BED FOR MAC TRK	3/07/00	6,101.00	0.00	0.00	6,101.00	0.00	6,101.00	0.00	S/L	5.00
597		FLATBED TRAILER	6/27/02	3,050.00	0.00	0.00	3,050.00	0.00	3,050.00	0.00	S/L	10.00
821		04 GMC SIERRA P-UP	7/06/04	20,562.43	0.00	0.00	20,562.43	0.00	20,562.43	0.00	S/L	5.00
1095		2007 SILVERADO	3/01/07	16,468.53	0.00	0.00	16,468.53	0.00	16,468.53	0.00	S/L	5.00
1215		2008 SILVERADO P-UPS	4/24/08	18,022.50	0.00	0.00	18,022.50	0.00	18,022.50	0.00	S/L	5.00
1229		TRAILER	9/22/09	4,732.10	0.00	0.00	4,732.10	0.00	4,732.10	0.00	S/L	10.00
1282		TRUCK BED	2/14/11	5,455.00	0.00	0.00	5,455.00	0.00	5,455.00	0.00	S/L	7.00
1283		2011 TOYOTA COROLLA	4/11/11	16,800.00	0.00	0.00	16,800.00	0.00	16,800.00	0.00	S/L	7.00
1284		Received in trade for asset # 1280	1/11/11	24,005.30	0.00	0.00	24,005.30	0.00	24,005.30	0.00	S/L	5.00
1285		2011 FORD RANGER	12/31/11	14,485.00	0.00	0.00	14,485.00	0.00	14,485.00	0.00	S/L	7.00
1327		2011 FORD RANGER	1/23/12	15,191.00	0.00	0.00	15,191.00	0.00	15,191.00	0.00	S/L	5.00
1340		2013 PRIUS	1/07/13	18,500.00	0.00	0.00	18,500.00	0.00	18,500.00	0.00	S/L	5.00
1341		2013 FORD F-150	4/11/13	17,428.00	0.00	0.00	17,428.00	0.00	17,428.00	0.00	S/L	5.00

Tax Asset Detail 1/01/20 - 12/31/20

FYE: 12/31/2020

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: TRANSPORTATION EQUIPMENT (continued)												
1366		BF EVANS FORD	7/01/15	22,975.00	0.00	0.00	20,677.50	2,297.50	22,975.00	0.00	S/L	5.00
1402		2018 CHEV 4X4	4/19/18	28,149.00	0.00	0.00	9,383.00	5,629.80	15,012.80	13,136.20	S/L	5.00
1405		2019 CHEVY 1500	5/02/19	23,961.00	0.00	0.00	2,282.00	3,423.00	5,705.00	18,256.00	S/L	7.00
1406		2019 CHEVY 1500	5/20/19	23,961.00	0.00	0.00	1,996.75	3,423.00	5,419.75	18,541.25	S/L	7.00
1415		2021 CHEV SILVERADO 129231	10/26/20	27,354.00	0.00c	0.00	0.00	911.80	911.80	26,442.20	S/L	5.00
1416		2021 CHEV SILVERADO 129410	10/26/20	27,354.00	0.00c	0.00	0.00	911.80	911.80	26,442.20	S/L	5.00
TRANSPORTATION EQUIPMENT				373,234.86	0.00c	0.00	253,820.11	16,596.90	270,417.01	102,817.85		
Group: WATER TREATMENT PLANT												
241		SUPPLY MAINS	7/01/84	33,300.00	0.00	0.00	23,576.40	666.00	24,242.40	9,057.60	S/L	50.00
242		PHASE IIIA	7/01/90	9,588.49	0.00	0.00	7,071.45	239.71	7,311.16	2,277.33	S/L	40.00
243		OLD MAD RD	8/01/92	371.92	0.00	0.00	203.98	7.44	211.42	160.50	S/L	50.00
424		CHLORINATOR	12/27/00	610.66	0.00	0.00	610.66	0.00	610.66	0.00	S/L	10.00
826		CHLORINATOR	1/28/04	500.44	0.00	0.00	500.44	0.00	500.44	0.00	S/L	10.00
WATER TREATMENT PLANT				44,371.51	0.00c	0.00	31,962.93	913.15	32,876.08	11,495.43		
Grand Total				24,451,574.87	0.00c	0.00	10,919,694.95	589,268.93	11,508,963.88	12,942,610.99		

Attachment #8

BOND RESOLUTION

RESOLUTION OF THE CHRISTIAN COUNTY WATER DISTRICT OF CHRISTIAN COUNTY, KENTUCKY, AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF \$400,000 PRINCIPAL AMOUNT OF CHRISTIAN COUNTY WATER DISTRICT WATERWORKS REVENUE BONDS, SERIES 2004 FOR THE PURPOSE OF FINANCING THE COST (NOT OTHERWISE PROVIDED) OF THE CONSTRUCTION OF EXTENSIONS, ADDITIONS AND IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF SAID DISTRICT; SETTING FORTH TERMS AND CONDITIONS UPON WHICH SAID BONDS MAY BE ISSUED AND OUTSTANDING; PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SAID WATERWORKS SYSTEM; AND PROVIDING FOR AN ADVERTISED, PUBLIC, COMPETITIVE SALE OF SAID BONDS.

WHEREAS, the waterworks system (the "System") of the Christian County Water District (the "District") is owned and operated by said District pursuant to Chapters 58 and 74 of the Kentucky Revised Statutes (the "Act"), and

WHEREAS, the District presently has outstanding certain Prior Bonds (as hereinafter defined), which Prior Bonds are payable from and secured by a pledge of the revenues derived from the operation of the System, and

WHEREAS, all of the Prior Bonds presently outstanding are current as to payment of both principal and interest, and for the security of which a certain Sinking Fund and certain reserves are being maintained in the manner and by the means prescribed in the Prior Bond Resolution (as hereinafter defined) of the District, authorizing the Prior Bonds, and

WHEREAS, it is the desire and intent of the District at this time to authorize and provide for the issuance of revenue bonds in the principal amount of \$400,000 (the "Current Bonds"), for the purpose of financing the cost (not otherwise provided) of the construction of extensions, additions and improvements to the System of the District, in accordance with plans and specifications prepared by McGhee Engineering, Inc. and to prescribe the covenants of the District, the rights of Bondowners and the details of the issuance and sale of the proposed Current Bonds, and

WHEREAS, the District desires and intends that the Current Bonds be issued subject to the vested rights and priorities in favor of the owners of the outstanding Prior Bonds, and

WHEREAS, the Public Service Commission of Kentucky has granted to the District a Certificate of Public Convenience and Necessity, authorizing the construction of said extensions, additions and improvements, and

WHEREAS, the proceeds of the Current Bonds will be supplemented by Grant Proceeds (as hereinafter defined) in the amount of approximately \$1,600,000, to provide the total cost of such construction,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CHRISTIAN COUNTY WATER DISTRICT OF CHRISTIAN COUNTY, KENTUCKY, AS FOLLOWS:

**ARTICLE 1. DEFINITIONS; PURPOSE; AUTHORIZATION OF BONDS;
SECURITY.**

Section 101. Definitions. As used in this Resolution, unless the context requires otherwise:

"Act" refers to Chapters 58 and 74 of the Kentucky Revised Statutes.

"Beginning Month" refers to the month following the month in which the Current Bonds authorized herein are issued, sold and delivered to the Purchaser thereof.

"Bond Counsel" refers to an attorney or firm of attorneys recognized nationally as experts in the field of municipal bond law and shall be deemed to refer to Rubin & Hays, Louisville, Kentucky, or their successors.

"Bondowner" or "Owner" refer to registered Owners of the Current Bonds at the time issued and outstanding hereunder.

"Bonds" collectively refers to the outstanding Current Bonds, Prior Bonds and the Parity Bonds.

"Bonds of 1989" or "Series 1989 Bonds" refer to the outstanding Christian County Water District Waterworks Revenue Bonds of 1989, dated March 28, 1991, in the original authorized principal amount of \$1,348,000.

"Bonds of 1990" or "Series 1990 Bonds" refer to the outstanding Christian County Water District Waterworks Revenue Bonds of 1990, dated October 11, 1991, in the original authorized principal amount of \$803,000.

"Bonds of 1991" or "Series 1991 Bonds" refer to the outstanding Christian County Water District Waterworks Revenue Bonds of 1991, dated June 30, 1992, in the original authorized principal amount of \$420,200.

"Bonds of 1994" or "Series 1994 Bonds" refer to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 1994, dated April 11, 1995, in the original authorized principal amount of \$1,329,000.

"Bonds of 1998" or "Series 1998 Bonds" refer to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 1998, dated August 13, 1999, in the original authorized principal amount of \$2,200,000.

"Bonds of 1999" or "Series 1999 Bonds" refer to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 1999, dated October 1, 1999, in the original authorized principal amount of \$3,460,000.

"Bond Resolution of 1989" or *"1989 Bond Resolution"* refer to the Resolution authorizing the Bonds of 1989, duly adopted by the Board of Commissioners of the District on November 9, 1989.

"Bond Resolution of 1990" or *"1990 Bond Resolution"* refer to the Resolution authorizing the Bonds of 1990, duly adopted by the Board of Commissioners of the District on February 21, 1991.

"Bond Resolution of 1991" or *"1991 Bond Resolution"* refer to the Resolution authorizing the Bonds of 1991, duly adopted by the Board of Commissioners of the District on September 24, 1991.

"Bond Resolution of 1994" or *"1994 Bond Resolution"* refer to the Resolution authorizing the Bonds of 1994, duly adopted by the Board of Commissioners of the District on September 15, 1994.

"Bond Resolution of 1998" or *"1998 Bond Resolution"* refer to the Resolution authorizing the Bonds of 1998, duly adopted by the Board of Commissioners of the District on July 2, 1998.

"Bond Resolution of 1999" or *"1999 Bond Resolution"* refer to the Resolution authorizing the Bonds of 1998, duly adopted by the Board of Commissioners of the District on September 23, 1999.

"Chairman" refers to the elected or appointed Chairman or Chairperson of the Commission.

"Code" refers to the Internal Revenue Code of 1986, as amended, and the Treasury Regulations relating thereto.

"Commission" refers to the Board of Commissioners of the District, or such other body as shall be the governing body of said District under the laws of Kentucky at any given time.

"Construction Account" refers to the Christian County Water District Construction Account, created in Section 301(B) of this Current Bond Resolution.

"Contractors" refers to the general contractors who have been employed by the District to construct the Project.

"Current Bond Resolution" or *"Resolution"* refer to this Resolution authorizing the Current Bonds.

"Current Bonds" refers to the \$400,000 of Christian County Water District Waterworks Revenue Bonds, Series 2004 authorized by this Resolution, to be dated as of the date of issuance thereof.

"Current Sinking Fund" refers to the Christian County Water District Sinking Fund of 2004, created in Section 401 of this Resolution.

"Depository Bank" refers to the bank, which shall be a member of the FDIC, which bank is Planters Bank, Hopkinsville, Kentucky, or its successor.

"Depreciation Fund" refers to the Christian County Water District Waterworks Depreciation Fund, described in Section 402 of this Resolution.

"District" refers to the Christian County Water District of Christian County, Kentucky.

"Engineers" refers to the Engineers or any one of them, who prepared the plans and specifications for the construction of the Project and who will supervise the construction thereof and/or will furnish full time resident inspection of the construction of the Project, and shall be deemed to refer to McGhee Engineering, Inc., or a member of said firm, or their successors.

"Event of Default" refers to one or more of the Events of Default set forth in Section 701 of this Resolution.

"FDIC" refers to the Federal Deposit Insurance Corporation, or its successors.

"Fiscal Year" refers to the annual accounting period of the District, beginning on January 1 and ending on December 31 of each year.

"Funds" refers to the Construction Account, the Revenue Fund, the Current Sinking Fund, the Prior Sinking Fund, the Depreciation Fund and the Operation and Maintenance Fund.

"Government" refers to the United States of America, or any agency thereof, including the RD.

"Grant Proceeds" refers to the proceeds of the RD Grant and the KIA Fund B Grant.

"Independent Consulting Engineer" refers to a consulting engineer or a firm of consulting engineers of recognized excellent reputation in the field of waterworks system engineering, and such definition includes the Engineers named above.

"Interim Lender" refers to Kentucky Rural Water Finance Corporation, Bowling Green, Kentucky, its successors or assigns; or any other financial institution or governmental agency approved by the District.

"KIA" refers to the Kentucky Infrastructure Authority, an agency and instrumentality of the Commonwealth of Kentucky.

"KIA Loan" refers to the loan from the Kentucky Infrastructure Authority to the District, dated April 7, 1993, in the original principal amount of \$1,157,037, pursuant to an Assistance Agreement between the District and the KIA.

"Local Counsel" refers to John P. Kirkham, Esq., Hopkinsville, Kentucky, or any other attorney or firm of attorneys designated by the District.

"Multiple Advances" refers to the advance of loan funds from the RD as described in Section 302 of this Resolution.

"Note" refers to a single note or any number of notes, in such form as may be prescribed by the Interim Lender, including any revenue bond anticipation notes issued pursuant to Chapter 58 of the Kentucky Revised Statutes, including any renewal or extensions of the Note, issued by the District evidencing the interim financing for the Project as prescribed in Section 302 of this Resolution.

"Operation and Maintenance Fund" refers to the Christian County Water District Waterworks Operation and Maintenance Fund described in Section 401 of this Resolution.

"Outstanding Bonds" refers to the outstanding Bonds, and does not refer to, nor include, any Bonds for the payment of the principal and interest of which sufficient funds will have been deposited and earmarked for payment of Bonds; provided all Outstanding Bonds of any series held by the RD shall be deemed to constitute Outstanding Bonds until paid regardless of the deposit of funds to pay for same.

"Parity Bonds" refers to bonds which may be issued in the future which, pursuant to this Resolution, rank on a basis of parity with the outstanding Bonds, as to priority, security and source of payment, and does not refer to bonds which might be issued so as to rank inferior to the security and source of payment of the outstanding Bonds.

"Prior Bonds" refers collectively to the Series 1989 Bonds, the Series 1990 Bonds, the Series 1991 Bonds, the KIA Loan, the Series 1994 Bonds, the Series 1998 Bonds and the Series 1999 Bonds.

"Prior Bond Resolution" refers collectively to the 1989 Bond Resolution, the 1990 Bond Resolution, the 1991 Bond Resolution, the 1994 Bond Resolution, the 1998 Bond Resolution and the 1999 Bond Resolution.

"Prior Sinking Fund" refers to the Christian County Water District Waterworks Sinking Fund, described in Section 401 of this Resolution.

"Project" refers specifically to the construction of the currently proposed extensions, additions and improvements to the System of the District, which Project is being financed by the Current Bonds and by other funds.

"Purchaser" refers to the agency, person, firm or firms, or their successors, to whom the Current Bonds herein authorized are awarded at the public sale of the Current Bonds.

"RD" refers to the Rural Development of the Department of Agriculture of the United States of America.

"RD Grant" refers to the RD grant described in Section 804 of this Resolution.

"Required Signatures" refers to the signatures necessary to be obtained with reference to the approval of the expenditures to be made from the Construction Account, which required signatures shall consist of the signatures of (1) the Chairman; (2) the Engineers; and (3) the Purchaser; provided, however, any expenditures for issuance and administrative costs and the costs of any equipment which is not permanently affixed to the real estate shall not require the signature or the approval of the Engineers.

"Revenue Fund" refers to the Christian County Water District Waterworks Revenue Fund, described in Section 401 of this Resolution.

"Secretary" refers to the elected or appointed Secretary of the Commission.

"System" refers to the existing waterworks system of the District, together with all extensions, additions and improvements to said System.

"Treasurer" refers to the elected or appointed Treasurer of the Commission.

"U.S. Obligations" refers to bonds or notes which are the direct obligations of the United States of America, or obligations the principal of and interest on which are guaranteed by the United States of America.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa. Unless otherwise indicated, references to Articles or Sections refers to those in this Resolution.

Section 102. Purpose. The Current Bonds shall be issued for the purpose of financing the cost (not otherwise provided) of the Project, as set out in the plans and specifications prepared by the Engineers. The Commission hereby declares the System of the District, including the extensions, additions and improvements to be constructed, to constitute a revenue producing public project, and said System shall continue to be owned, controlled, operated and maintained by the District as a revenue producing public project pursuant to the Act, so long as any Bonds remain outstanding.

Section 103. Construction Award Approved; Work Authorized. The Commission hereby authorizes, approves, ratifies and confirms its previous action in advertising for and taking steps toward awarding the contracts for the construction of the Project to the lowest and best bidders, and further approves the action of the District officials in entering into formal contracts with said bidders, subject to the necessary approvals being obtained. Authority is hereby given for undertaking the construction of the Project according to the plans and specifications heretofore prepared by the Engineers for the District, after all necessary approvals have been obtained.

Section 104. Declaration of Period of Usefulness. The Commission hereby declares that the period of usefulness of the System is more than forty (40) years from the date of completion of the Project.

Section 105. Authorization of Bonds. The District has heretofore determined that the total cost of the Project, including preliminary expenses, land and rights-of-way, engineering expense,

capitalized interest during construction, legal and administrative costs, publication costs, initial deposits required and all incidental expenses, will not exceed \$2,000,000. Therefore, it is hereby determined to be necessary in order for the District to finance the cost (not otherwise provided) of the Project that the District issue a total of \$400,000 of Current Bonds, based on the following calculation:

Total cost of Project		\$2,000,000
Less:		
RD Grant	\$600,000	
KIA Fund B Grant	<u>1,000,000</u>	
Total Non-Bond Funds:		<u>(1,600,000)</u>
Balance to be financed by Current Bonds		\$400,000

Accordingly, for the purpose of financing the cost (not otherwise provided) of the Project, under the provisions of the Act, there is hereby authorized to be issued and sold \$400,000 principal amount of Christian County Water District Waterworks Revenue Bonds, Series 2004.

The Current Bonds shall be dated as of the date of delivery to the Purchaser thereof; shall bear interest from such date at such interest rate as may be fixed by supplemental resolution as a result of the advertised sale and competitive bidding for such Current Bonds, as hereinafter provided; and shall be issued and delivered as prescribed in Section 202 hereof.

Interest on the Current Bonds shall be payable semiannually on January 1 and July 1 of each year, provided that the first interest payment period will cover interest only from the date of delivery of the Current Bonds to the ensuing January 1 or July 1, as the case may be. Principal of the Current Bonds shall be payable on January 1 of each of the respective years until maturity, as set out in Section 201 hereof.

Section 106. Recognition of Prior Bonds. The District hereby expressly recognizes and acknowledges that the District has previously created for the benefit and protection of the owners of the Prior Bonds, a certain lien and pledge and certain security rights relating to the System, all as set forth in the Prior Bonds and in the Prior Bond Resolution.

Section 107. Current Bonds Shall be Payable Out of Gross Revenues. The Current Bonds, and any additional Parity Bonds that may be issued under the conditions and restrictions hereinafter set forth, shall be secured by and payable out of the gross revenues of the System, after providing for all of the principal and interest requirements of the outstanding Prior Bonds.

Section 108. Lien on Contracts. In addition to the revenue pledge securing the Bonds, a lien is hereby created and granted in favor of the Bondowners on all contracts, and on all other rights of the District pertaining to the System, enforceable by assignment to any receiver or other operator proceeding by authority of any court.

ARTICLE 2. THE BONDS; BOND FORM; PREPAYMENT.

Section 201. Principal Payments. Principal payments due on the Current Bonds shall be as set forth in the schedule of maturities set out in **Exhibit A** attached to this Resolution and incorporated herein.

Section 202. Issuance of Current Bonds; Bond Form. The Purchaser of the Current Bonds at the public sale shall take delivery of the Current Bonds in the form of one or more fully registered bonds, as set forth in **Exhibit B** attached hereto and incorporated herein, amounting in the aggregate to the principal amount of the Current Bonds authorized herein, maturing as to principal as set out in Section 201. The Current Bonds shall be numbered R-1 and consecutively upward thereafter. Such Current Bonds shall, upon appropriate execution on behalf of the District as prescribed, constitute the entire bond issue herein authorized, shall be negotiable (subject to registration requirements as to transferability), registered as to principal and interest and payable as directed by the registered Owner.

Section 203. Place of Payment and Manner of Execution. Both principal of and interest on the Current Bonds shall be payable at the place and in the manner set out in the form of such Current Bond. The Current Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Chairman of the District, with the Corporate Seal of the District affixed thereto and attested by the manual or facsimile signature of the Secretary of said District.

If either of the officers whose signatures appear on the Current Bonds ceases to be such officer before delivery of said Current Bonds, such signatures shall nevertheless be valid for all purposes the same as if such officers had remained in office until delivery.

Section 204. Provisions as to Prepayment. Except when all of the Current Bonds are held by the Government, principal maturities falling due prior to January 1, 2014, shall not be subject to prepayment. Principal maturities falling due on and after January 1, 2014, shall be subject to prepayment by the District on any interest payment date falling on and after January 1, 2013, at par plus accrued interest, without any prepayment penalty.

So long as all of the Current Bonds are owned by the Government, all or any of the Current Bonds, or in a multiple of \$100, may be prepaid at any time in inverse chronological order of the principal maturities due, at par plus accrued interest without any prepayment penalty.

Notice of such prepayment shall be given by certified mail to the Bondowner or his assignee, at least 30 days prior to the date fixed for prepayment. Notice of such prepayment may be waived with the written consent of the Bondowner.

**ARTICLE 3. CONSTRUCTION ACCOUNT; INTERIM FINANCING;
APPLICATION OF PROCEEDS; ARBITRAGE LIMITATIONS.**

Section 301. Construction Account; Application of Proceeds of Bonds; Other Transfers and Deposits. The Treasurer, or such other District official as shall be designated by the Commission, shall be the custodian of all funds belonging to and associated with the System. All moneys in excess of the amount insured by the FDIC in the Construction Account shall be secured by the Depository Bank in accordance with U. S. Treasury Department Circular No. 176. The officials of the District entrusted with the receipt and disbursement of revenues of the System and the custody of valuable property shall be covered by a fidelity bond in the amount of not less than \$372,000 (the "Fidelity Bond"), or such larger amount as the RD may require, which Fidelity Bond shall be effective and secured by a surety company approved by the RD so long as it is owner of any of the Current Bonds. The RD and the District shall be named co-obligees in such Fidelity Bond and the amount thereof shall not be reduced without the written consent of the RD. Whenever sums in the Funds shall exceed \$372,000, the Fidelity Bond shall be increased accordingly as requested by and with the approval of the RD.

A. Covenants Applicable if RD Purchases Current Bonds. It is acknowledged that all covenants herein with reference to the necessity for approval of the RD, the necessity of observing RD regulations and procedures and the necessity of using RD forms (the "RD Forms"), shall apply only if the RD is the Purchaser of the Current Bonds and only so long as the RD holds the Current Bonds thereafter. In the event that the RD shall not be the Purchaser of the Current Bonds, or, after purchasing same, shall sell or transfer the Current Bonds to an Owner who shall not be the Government, all covenants herein with reference to the necessity for approval of the RD, the necessity of observing RD regulations and procedures, and the necessity of using RD Forms, shall not be applicable.

B. Application of Proceeds of Current Bonds. The proceeds of the Current Bonds shall be applied as follows:

(1) Payment of Interim Financing, Costs of Project and Costs of Issuance. Simultaneously with the delivery of the Current Bonds, there shall immediately be paid to the Interim Lender (or the RD if Multiple Advances are made) an amount sufficient to pay principal of and interest on any temporary loans borrowed by the District in anticipation of the sale and delivery of the Current Bonds and/or of the receipt of Grant Proceeds. Also, at the time of delivery of the Current Bonds, there shall be paid all amounts then due and payable in connection with the costs of the Project and in connection with the issuance of the Current Bonds.

(2) Construction Account. If and to the extent that the proceeds of the Current Bonds shall be in excess of the amount necessary to pay the interest, principal and costs referred to in subparagraph B(1) of this Section, such excess amount shall immediately be deposited in the "Christian County Water District Construction Account" hereby created, which shall be established at the Depository Bank. There shall also be deposited in said Construction Account the Grant Proceeds, as and when received, or said Grant Proceeds may

be applied, to the extent necessary, to liquidate or reduce any interim financing owed by the District at the time of receipt of Grant Proceeds.

(3) Withdrawal of Funds From Construction Account. Prior to the expenditure by the District of any moneys from the Construction Account, the District must obtain written approval from the RD as to such expenditures, if the RD is the Owner of any Outstanding Bonds. The proceeds of said Construction Account shall be withdrawn only on checks signed by the Chairman, the Treasurer (or by such other official of the District as may be authorized by the Commission), provided such official shall be covered by the Fidelity Bond required by Section 301 of this Resolution, in payment for services and/or materials supplied in connection with the Project, as evidenced by (1) a Requisition Certificate; and (2) invoices and/or partial payment estimates bearing the written approval of the Engineers and the Chairman (or by such other official of the District as may be authorized by the Commission), and which invoices and/or partial payment estimates must have been reviewed and approved for payment by the designated RD official.

Written approval or certification of the Engineers shall not be required for matters not under the jurisdiction of the Engineers, such as legal fees, land acquisition and related items.

During construction, the District shall disburse Construction Account funds in a manner consistent with RD Instruction 1780.

The District shall prepare and submit any and all RD Forms required by the RD. Periodic audits of the District's Construction Account records shall be made by RD as determined by it to be necessary.

(4) Transfer of Capitalized Interest to Current Sinking Fund. There shall be transferred from the Construction Account an amount sufficient to provide for capitalized interest (initially estimated at \$23,000) during the construction of the Project, as approved by the Engineers and by the RD. If and to the extent not theretofore expended in paying interest on interim financing and if and to the extent then needed to pay interest during the remaining period of construction of the Project, such amount so transferred from the Construction Account shall be deposited in the Current Sinking Fund.

(5) Investment of Funds in Construction Account. Pending disbursement of amounts on deposit in the Construction Account, all such funds, or such portion of said amounts on deposit in said Construction Account as is designated by the Commission, shall be invested for the benefit of such Construction Account in Certificates of Deposit, savings accounts or U.S. Obligations which may be converted readily into cash, having a maturity date prior to the date when the sums invested will be needed for costs of the Project (as determined by the Engineers, the Chairman and the RD), provided that to the extent that any amounts on deposit in said Depository Bank shall cause the total deposits of the District in said Depository Bank to exceed the amount insured by the FDIC, the same shall be continuously secured by a valid pledge of U.S. Obligations, having an equivalent market value, in conformity with Section 66.480 of the Kentucky Revised Statutes.

Investments in Certificates of Deposit may be made only if a separate RD Form 402-4 Agreement is executed, if the RD has purchased any of the Bonds, and investments in Certificates of Deposit or savings accounts may be made only in such Certificates or accounts of an FDIC bank. Any such investments will be a part of the Construction Account, and income from such investments will be credited to the Construction Account. All such investments shall be subject to the limitations set out in Section 303 hereof.

(6) Statements of Contractors, Engineers and Attorneys as to Payment. Prior to the delivery of the Current Bonds, if the RD is the Purchaser of the Current Bonds, the District will be required to provide the RD with statements from the Contractors, Engineers and attorneys for the District that they have been paid to date in accordance with their contract or other agreements and, in the case of any Contractor, that he has paid his suppliers and subcontractors. Any exceptions must be authorized under RD Instruction 1780.

(7) Disposition of Balance in Construction Account After Completion of Project. When the Project has been completed and all construction costs have been paid in full, as certified by the Engineers for the District and/or by the RD, any balance then remaining in the Construction Account may, with the consent of the RD, be applied to the cost of constructing additional extensions, additions and improvements to the System (the "Additional Construction"). If such Additional Construction is to be undertaken by the Contractors previously engaged in the Project, such Additional Construction may be authorized by a change order.

If there is a balance remaining in the Construction Account after such Additional Construction, such balance (subject to legal requirements as to possible refund of any allocated portion of the balance derived from Grant Proceeds) shall be transferred to the Sinking Fund, whereupon said Construction Account shall be closed. Such remaining balance in the Construction Account so transferred to the Sinking Fund shall be used by the District immediately to prepay principal installments due on the Current Bonds in the inverse order of maturities without prepayment penalty, provided further that any balance insufficient to prepay at least \$100 of the principal payment falling due in any year on the Bonds will be transferred to the Depreciation Fund.

Section 302. Interim Financing Authorization.

A. Interim Financing. The District shall use interim financing for the Project during construction of that portion of the cost of the Project financed by the Current Bonds, if available at reasonable rates and terms.

The borrowing of up to the aggregate sum of \$400,000 from the Interim Lender is hereby authorized; and the Chairman is hereby authorized to execute the Note in the name and on behalf of the District. Each advance under the Note shall evidence a loan by the Interim Lender to the District for services rendered and/or materials supplied in connection with the Project, as evidenced by a Requisition Certificate.

Interim financing shall be disbursed as follows:

(1) At the direction of the District, the Interim Lender shall disburse the proceeds of the Note by cashier's checks directly to the parties entitled thereto as set forth in the Requisition Certificate; or

(2) At the direction of the District, the Interim Lender shall deposit the proceeds of the Note in the Construction Account, in which event amounts of the District on deposit therein shall, until expended to the extent that same shall exceed the amount insured by the FDIC, be fully secured by a pledge of U.S. Obligations.

The aggregate of the principal amount of all Notes shall not exceed \$400,000. Each Note which is renewed or superseded shall be simultaneously cancelled by the Interim Lender and transmitted to the Treasurer. The rate of interest applicable to each Note shall not exceed a reasonable rate, which rate is subject to the approval of the RD.

The total authorized interim financing of \$400,000 shall be the maximum indebtedness which the District may owe at any one time to the Interim Lender for the purpose of providing temporary construction financing for the Project; provided, however, that the District may reduce the amount owed by the District to the Interim Lender from time to time as and when funds are available to the District, whether derived from the proceeds of the Grant Proceeds, the proceeds of the sale of the Current Bonds or otherwise, and may reborrow from the Interim Lender additional amounts in anticipation of the further receipt by the District of additional proceeds from the Current Bonds and/or Grant Proceeds.

The District hereby covenants and agrees with the Interim Lender that upon the issuance and delivery of the Current Bonds and/or the receipt of said Grant Proceeds, the District will apply the proceeds thereof, to whatever extent may be necessary, in payment of the principal amount of the Note, together with accrued interest thereon to the date of such payment; and the proceeds of the Current Bonds and Grant Proceeds are hereby pledged therefor, and such pledge shall constitute a first and prior charge against said proceeds.

Although the proceeds of the Current Bonds and Grant Proceeds are pledged to the repayment of said interim financing, it is recognized that the Grant Proceeds may be applied to the extent required at the time of receipt of the Grant Proceeds, to the payment of costs of the Project due and owing by the District at the time of receipt of such Grant Proceeds, rather than to the repayment of portions of the interim financing at that time. If and to the extent that the Grant Proceeds are in excess of any costs of the Project due and owing at the time of receipt thereof, such Grant Proceeds may be applied, in the same manner as set out hereinabove, to the reduction of the amount of the interim financing, after which, such interim financing may again be increased as theretofore. The District further pledges the revenues of the System to the repayment of said interim financing, subject to the vested rights and priorities of the pledges securing the Outstanding Bonds.

It is understood that the foregoing constitutes an alternative method of obtaining interim financing, and does not preclude the authorization and sale, by public advertisement or

otherwise, of bond anticipation notes and/or grant anticipation notes to the most favorable bidder on the open market, by concurrent or subsequent proceedings of the District.

B. Multiple Advances by RD. In the event the Current Bonds are purchased by the RD, and in the event the District is unable to obtain a commitment for interim financing for the Project from any Interim Lender at reasonable rates and terms, the Chairman is authorized to request Multiple Advances of loan funds from the RD.

If the RD agrees to make Multiple Advances to the District pending the delivery of the Current Bonds, the Chairman is hereby authorized to execute in the name and on behalf of the District any number of Notes. Each such Note, evidencing an advance of funds by the RD to the District, shall be in the form prescribed by the RD.

Each request for an advance from the RD shall be accompanied by a Requisition Certificate. The District will also furnish to the RD, prior to the receipt of each Multiple Advance, whatever additional documentation shall be requested by the RD, including an updated supplemental title opinion of Local Counsel and an updated supplemental preliminary legal opinion of Bond Counsel.

The proceeds of any Multiple Advances shall be either (i) disbursed directly to the parties entitled thereto for services and/or materials supplied in connection with the Project; or (ii) deposited into the Construction Account and disbursed in accordance with the provisions of Section 301 hereof, in which event amounts on deposit in such Construction Account shall, until expended, to the extent that same shall exceed the amount insured by the FDIC, be fully secured by a pledge of U.S. Obligations.

The proceeds of the Current Bonds are hereby pledged to the repayment of such Multiple Advances, and such pledge shall constitute a first and prior pledge against such proceeds. The District further pledges the revenues of the System to the repayment of said Multiple Advances, subject to the vested rights and priorities of the pledges securing the Outstanding Bonds.

Section 303. Arbitrage Limitations on Investment of Proceeds. The District covenants and certifies, in compliance with the Code, on the basis of known facts and reasonable expectations on the date of adoption of this Resolution, that it is not expected that the proceeds of the Current Bonds will be used in a manner which would cause the Current Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The District covenants to the Owners of the Current Bonds that (1) the District will make no use of the proceeds of said Current Bonds which, if such use had been reasonably expected on the date of issue of such Current Bonds, would have caused such Current Bonds to be "arbitrage bonds"; and (2) the District will comply with all of the requirements of the Code to whatever extent is necessary to assure that the Current Bonds shall not be treated as or constitute "arbitrage bonds" and that the interest on the Bonds shall be excludable from gross income for federal income tax purposes.

Prior to or at the time of delivery of the Current Bonds, the Chairman and/or the Treasurer (who are jointly and severally charged with the responsibility for the issuance of the Current Bonds) are authorized to execute such certifications as shall be required by Bond Counsel, setting out all

known and contemplated facts concerning the anticipated construction, expenditures and investments, including the execution of necessary and/or desirable certifications of the type contemplated by Section 148 of the Code in order to assure that interest on the Current Bonds shall be excludable from gross income for federal income tax purposes and that the Current Bonds will not be treated as "arbitrage bonds".

ARTICLE 4. FLOW OF FUNDS.

Section 401. Funds. There was heretofore created in the Prior Bond Resolution the following funds and accounts:

- (a) Christian County Water District Waterworks Revenue Fund
- (b) Christian County Water District Waterworks Sinking Fund
- (c) Christian County Water District Waterworks Depreciation Fund
- (d) Christian County Water District Waterworks Operation and Maintenance Fund

There is hereby created and established in this Resolution the Christian County Water District Waterworks Sinking Fund of 2004.

All of the Funds shall be maintained with the Depository Bank so long as any Bonds remain outstanding.

Section 402. Flow of Funds. All proceedings preliminary to and in connection with the issuance of the Outstanding Bonds, including provisions made for (i) the receipt, custody and application of the proceeds of the Outstanding Bonds; (ii) the operation of the System on a revenue-producing basis; (iii) the segregation, allocation and custody of the revenues derived from the operation of the System; (iv) the enforcement and payment of the Outstanding Bonds and (v) the depreciation of the System; and all other covenants for the benefit of Bondowners set out in the Prior Bond Resolution, are hereby ratified and confirmed and shall continue in force and inure to the security and benefit of the Outstanding Bonds, the same as if such provisions and proceedings were set out in full herein; provided, further, that after the issuance of the Current Bonds, the income and revenues of the System shall be collected, segregated, accounted for and distributed as follows:

A. Revenue Fund. The District covenants and agrees that it will continue to deposit in the Revenue Fund, promptly as received from time to time, all revenues of the System, as same may be extended and improved from time to time. The moneys in the Revenue Fund shall continue to be used, disbursed and applied by the District only for the purpose and in the manner and order of priorities specified in the Prior Bond Resolution, as hereinafter modified by this Resolution, all as permitted by the Act, and in accordance with previous contractual commitments.

B. Prior Sinking Fund. There shall be transferred from the Revenue Fund and deposited into the Prior Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Prior Bonds, a sum equal to the total of the following:

- (1) A sum equal to one-sixth (1/6) of the next succeeding interest payment to become due on all Prior Bonds then outstanding, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of all of the Prior Bonds maturing on the next succeeding payment date.

Said Prior Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying the principal of and interest on the Prior Bonds.

C. Current Sinking Fund. At or after the time that the Current Bonds have been delivered, there shall be transferred from the Construction Account into the Current Sinking Fund an amount sufficient (currently estimated at \$23,000) to provide for capitalized interest during the construction of the Project, if and to the extent not theretofore expended in paying interest on interim financing and if and to the extent then needed to pay interest during the remaining period of construction of the Project.

After the monthly transfers required in the preceding paragraphs have been paid from the Revenue Fund, there shall next be transferred monthly from said Revenue Fund and deposited into the Current Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Current Bonds, a sum equal to the total of the following:

- (1) An amount equal to one-sixth (1/6) of the next succeeding six-month interest payment to become due on the Current Bonds then outstanding, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of any Current Bonds maturing on the next succeeding January 1.

The Current Sinking Fund is hereby pledged for the payment of the interest and the principal of the Current Bonds, but subject to the vested rights and priorities of the Prior Bonds.

D. Depreciation Fund. It is hereby determined that upon the issuance of the Current Bonds, and upon completion of the Project, as certified by the Engineers and by the RD, there shall next be transferred from the Revenue Fund the sum of at least \$190 each month which shall be deposited into the Depreciation Fund until there is accumulated in such Depreciation Fund the sum of at least \$22,800, which amount shall be maintained, and when necessary, restored to said sum of \$22,800, so long as any of the Bonds are outstanding and unpaid. Said deposits shall be in addition to those required under the provisions of the Prior Bond Resolution.

As further security for the Bondowners and for the benefit of the District, it has been and is hereby provided that in addition to the monthly transfers required to be made from the Revenue Fund into the Depreciation Fund, there shall be deposited into said Depreciation Fund all proceeds of connection fees collected from potential customers (except the amounts necessary to pay the actual costs and service connections applicable to said potential customers) to aid in the financing of the cost of future extensions, additions and improvements to the System, plus the proceeds of any property damage insurance (not otherwise used to replace damaged or destroyed property); and any such amounts or proceeds so deposited shall be used solely and only for the purposes intended.

Moneys in the Depreciation Fund may be withdrawn and used by the District, upon appropriate certification of the Commission, for the purpose of paying the cost of unusual or extraordinary maintenance, repairs, renewals and replacements not included in the annual budget of current expenses and/or of paying the costs of constructing future extensions, additions and improvements to the System which will either enhance its revenue-producing capacity or will

provide a higher degree of service, and when necessary, for the purpose of making payments of principal and interest on the Bonds if the amount on deposit in the Sinking Fund is not sufficient to make such payments.

E. Operation and Maintenance Fund. There shall next be transferred monthly from the Revenue Fund and deposited into said Operation and Maintenance Fund, sums sufficient to meet the current expenses of operating and maintaining the System. The balance maintained in said Operation and Maintenance Fund shall not be in excess of the amount required to cover anticipated System expenditures for a two-month period pursuant to the District's annual budget.

F. Monthly Principal and Interest Payments if Requested by the RD. So long as any of the Bonds are held or insured by the RD, the District shall, if requested by the RD, make the payments required by this Section 402, in monthly installments to the RD or to the insured Owners of the Bonds.

G. Surplus Funds. Subject to the provisions for the disposition of the income and revenues of the System as set forth hereinabove, which provisions are cumulative, and after paying or providing for the payment of debt service on any subordinate obligations, there shall be transferred, within sixty days after the end of each fiscal year, the balance of excess funds in the Revenue Fund on such date, to the Depreciation Fund for application in accordance with the terms of this Resolution or to the Sinking Fund to be applied to the maximum extent feasible, to the prompt purchase or redemption of Outstanding Bonds.

H. Investment and Miscellaneous Provisions. All monies in the Sinking Fund and the Depreciation Fund shall be deposited in the Depository Bank, or such portion thereof as is designated by the Commission. All monies in the Sinking Fund and the Depreciation Fund shall be invested for the benefit of such respective Funds in Certificates of Time Deposit or savings accounts of the Depository Bank or in U.S. Obligations which may be converted readily into cash, having a maturity date prior to the date when the sums invested will be needed for the purposes for which such funds may be expended, provided that to the extent that any amount of the District on deposit in the Depository Bank shall cause the total deposits of the District in said Depository Bank to exceed the amount insured by the FDIC, such excess amount shall be continuously secured by a valid pledge of U.S. Obligations, having an equivalent market value, in conformity with Section 66.480 of the Kentucky Revised Statutes.

If the RD has purchased any of the Outstanding Bonds, investments in Certificates of Deposit may be made only if a separate RD Form 402-4 Agreement is executed. Any such investments will be a part of the respective Funds from which the proceeds invested are derived, and income from such investments will be credited to such respective Funds. All investments of funds derived from proceeds of the Outstanding Bonds shall be subject to the applicable limitations set out in Section 303 hereof.

All payments into the Funds shall be made on or before the twentieth (20th) day of each month, except that when the twentieth (20th) day of any month shall be a Saturday, Sunday or a legal holiday, then such payment shall be made on the next succeeding business day.

All monies held in any of the Funds shall be kept apart from all other District funds and shall be deposited in the Depository Bank, and all such deposits which cause the aggregate of all deposits of the District therein to be in excess of the amount secured by FDIC, shall (unless invested as herein authorized) be secured by a surety bond or bonds or by a pledge of U.S. Obligations, having a market value equivalent to such deposit.

The Treasurer shall keep appropriate records as to payment of principal and interest installments and as to payment of principal of and interest on any Bonds.

Section 403. Current Bonds are Subordinate to the Prior Bonds. It is hereby certified and declared that the Current Bonds shall be subordinate to the lien and pledge of the Prior Bonds on the gross revenues of the System.

ARTICLE 5. COVENANTS OF DISTRICT

Section 501. Rates and Charges. The District shall charge such rates and charges for all services and facilities rendered by the System, which rates and charges shall be reasonable, taking into account and consideration the cost and value of the System, the cost of maintaining, repairing and operating same and the amounts necessary for the payment of principal of and interest on Outstanding Bonds against the System. The District shall charge such rates and charges as shall be adequate to meet the requirements of Articles 4 and 5 hereof.

The District covenants that it will not reduce the rates and charges for the services rendered by the System without first filing with the Secretary a certification of an Independent Consulting Engineer that the annual net revenues (defined as gross revenues less operating expenses) of the then existing System for the fiscal year preceding the year in which such reduction is proposed, as such annual net revenues are adjusted, after taking into account the projected reduction in annual net revenues anticipated to result from any such proposed rate decrease, are equal to not less than 120% of the average annual debt service requirements for principal and interest on all of the then Outstanding Bonds payable from the revenues of the System, calculated in the manner specified in Section 603 hereof.

Section 502. Books and Accounts; Audit. The District shall maintain proper records and accounts relating to the operation of the System and the District's financial affairs; and the Bondowners, or their authorized representatives, shall have the right at all reasonable times to inspect the facilities of the System and all records, accounts and data relating thereto. An annual audit shall be made of the books and accounts pertinent to the System by a Certified Public Accountant licensed in Kentucky. No later than ninety (90) days after the close of each Fiscal Year, copies of such audit reports certified by such Certified Public Accountant shall be promptly mailed to the RD without request, so long as the Government is the Owner of any of the Bonds, and to any Bondowner that may have made a written request for same.

Monthly operating reports shall be furnished to the RD and to any Bondowner requesting same, during the first two (2) years of operation after completion of the Project, and whenever and so long as the District is delinquent in any of the covenants set out in the Prior Bond Resolution or this Current Bond Resolution. Thereafter, quarterly operating reports shall be furnished at all other times to the RD and to any Bondowner requesting the same.

Section 503. System to Continue to be Operated on Fiscal Year Basis; Annual Budget. While any of the Bonds are outstanding and unpaid, and to the extent permitted by law, the System shall continue to be operated and maintained on a Fiscal Year basis.

Not later than sixty (60) days before the end of each Fiscal Year, the District agrees to cause to be prepared a proposed annual budget of operating expenses (the "Proposed Budget") of the System for the then ensuing Fiscal Year, itemized on the basis of monthly requirements. A copy of said Proposed Budget shall be mailed to any Bondowner who may request in writing a copy of such Proposed Budget and to the RD without request, if the Government is the Owner of any of the Bonds.

For the purpose of the Proposed Budget, operating expenses shall include all reasonable and necessary expenses of operating, repairing, maintaining and insuring the System, but shall exclude depreciation and debt service payments. The District covenants that the operating expenses incurred in any year will not exceed the reasonable and necessary amounts therefor, and that the District will not expend any amount or incur any obligation for operation or maintenance and repair in excess of the amounts provided for operating expenses in the annual budget, except upon resolution by the District that such expenses are necessary to operate and maintain the System.

Not later than sixty (60) days before the end of each Fiscal Year, the District shall prepare an estimate of gross revenues to be derived from the operation of the System for said Fiscal Year, and, to the extent that said gross revenues are insufficient (a) to pay debt service requirements on all Outstanding Bonds during the ensuing Fiscal Year, (b) to accumulate and maintain all required reserves enumerated herein and (c) to pay operating expenses, the District shall revise the rates and charges sufficiently to provide the funds so required.

If the Owners of at least 50% of the principal amount of the Outstanding Bonds, or the Government so long as it is the Owner of any of said Outstanding Bonds, so request, the Commission shall hold an open hearing not later than thirty (30) days before the beginning of the ensuing Fiscal Year, at which time any Bondowner may appear by agent or attorney and may file written objections to such proposed budget. Notice of the time and place of such hearing shall be mailed at least fifteen (15) days prior to the hearing to each registered Bondowner and to the Government.

The District covenants that annually before the first day of the Fiscal Year, the annual budget for the upcoming Fiscal Year will be adopted substantially in accordance with the Proposed Budget, and that no expenditures for operation and maintenance expenses of the System in excess of the budgeted amount shall be made during such Fiscal Year unless directed by said District by a specific resolution duly adopted.

Section 504. General Covenants. The District, through its Commission, hereby covenants and agrees with the Owners of the Bonds that:

- (1) It will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the Commonwealth of Kentucky;
- (2) It will make and collect reasonable and sufficient rates and charges for services and facilities rendered by the System;
- (3) It will segregate the revenues and income from the System and make application thereof consistent with and as provided by this Resolution;
- (4) Unless the written consent of the Owners of a majority of the principal amount of the Outstanding Bonds has been obtained, the District agrees not to sell, lease, mortgage or in any manner dispose of any integral part of the System, including any and all appurtenances thereto and extensions, additions and improvements that may be made thereto, until all of the Outstanding

Bonds shall have been paid or provided for in full, as provided herein; subject to the provisions of Section 607 hereof;

- (5) It will maintain in good condition and continuously operate the System and appurtenances thereto and will charge such rates and charges for the services rendered thereby so that the gross income and revenues will be sufficient at all times (i) to pay the interest on and principal of the Outstanding Bonds as same become due; (ii) to pay the cost of operating and maintaining the System; and (iii) to provide for an adequate depreciation account; and
- (6) It will carry and maintain insurance on properties of the System subject to loss or damage in amounts and against hazards substantially in accordance with the practices of other districts, cities or corporations which own and maintain waterworks systems under similar conditions; and so long as the Government is the Owner of any of the Outstanding Bonds, the Government will be listed as co-beneficiary on any such policy; and the District shall further comply with the insurance requirements of Section 506 hereof (involving insurance on motors, tanks and structures).

Section 505. Other Covenants Applicable So Long as RD Owns Any Bonds. So long as the RD shall own any of the Bonds, the District shall comply with such RD regulations, requirements and requests as shall be made by the RD, including the furnishing of operating and other financial statements, in such form and substance and for such periods as may be requested by the RD, the carrying of insurance of such types and in such amounts as the RD may specify, with insurance carriers acceptable to the RD and compliance with all of the terms and conditions of the Loan Resolution (RD Form 1780-27) adopted and executed by the District, which is hereby authorized, approved, ratified and confirmed.

Section 506. Insurance on Motors, Tanks and Structures. The District shall (a) immediately after the adoption of this Resolution and (b) at the time of final acceptance of the Project, insure all electric motors, elevated water storage tanks, pumping stations and major structures of the System in an amount recommended by the Engineers and approved by the RD, so long as the RD is the Owner of any of the Bonds, for the hazards usually covered in such area, and shall similarly insure same in an amount recommended by the Engineers, without the necessity of approval by the RD if and whenever the District has Outstanding Bonds against the System and none of such Outstanding Bonds are owned by the RD.

ARTICLE 6. INFERIOR BONDS AND PARITY BONDS

Section 601. Inferior Bonds. Except as hereinafter provided below in this Article, the District shall not, so long as any Bonds are outstanding, issue any additional bonds payable from the revenues of the System unless the security and/or pledge of the revenues to secure such additional bonds are made inferior and subordinate in all respects to the security of the Bonds.

The District expressly reserves the right at any time to issue its bonds or other obligations payable from the revenues of the System and not ranking on a parity basis with the Current Bonds, without any proof of previous earnings or net revenues, provided that the consent of the RD must be obtained prior to the issuance of any inferior bonds so long as the RD owns any of the Bonds, and provided further that, after the initial completion of the Project, such inferior bonds may be issued only for the purpose of providing for future extensions, additions and improvements to the System, and only in express recognition of the priorities, liens and rights created and existing for the security, source of payment and protection of the Outstanding Bonds; provided further, that nothing in this Section is intended to restrict or shall be construed as a restriction upon, the ordinary refunding all or a portion of the Outstanding Bonds.

Section 602. Parity Bonds to Complete the Project. The District hereby certifies, covenants and agrees that in the event that the cost of completion of the construction of the Project shall exceed the moneys available to the District from any and all sources, the District shall have the right, if necessary, to provide for such excess, and only such excess, through the issuance of Parity Bonds, provided the District has obtained a certification from the Engineers to the effect that it is necessary to issue the desired amount of Parity Bonds in order to enable the District to pay the cost (not otherwise provided) of the completion of the Project, and provided the District has complied with the provisions of Section 603 below or has obtained:

- (a) the consent of the RD if the Government is as the Owner of the Prior Bonds at that time or the consent of any other Owners of the Prior Bonds, and
- (b) the consent of (1) the RD if the Government is the purchaser of the Current Bonds; or (2) the Owners of at least 75% of the principal amount of the Current Bonds outstanding, if the Current Bonds have been issued, sold and delivered and are held by Owners other than the Government.

Section 603. Parity Bonds to Finance Future Improvements. The District reserved the right and privilege, and does hereby reserve the right and privilege, of issuing additional Parity Bonds, but only under the conditions specified in the Current Bond Resolution, which conditions are as follows:

The District further reserves the right to add new waterworks facilities and/or to finance future extensions, additions and improvements to the System by the issuance of one or more additional series of Parity Bonds to be secured by a parity lien on and ratably payable on a parity with the Current Bonds, from the revenues of the System, provided:

(a) The facilities to be constructed from the proceeds of the additional Parity Bonds are made a part of the System and their revenues are pledged as additional security for the additional Parity Bonds and for the Outstanding Bonds.

(b) The District is in compliance with all covenants and undertakings in connection with all of the Outstanding Bonds.

(c) The annual net revenues (defined as gross revenues less operating expenses), of the then existing System for the Fiscal Year preceding the year in which such Parity Bonds are to be issued, adjusted as hereinafter provided, shall be certified by an independent Certified Public Accountant to be equal at least one hundred twenty percent (120%) of the average annual debt service requirements for principal and interest on all Outstanding Bonds payable from the revenues of the System, plus the anticipated debt service requirements of any Parity Bonds then proposed to be issued. The calculation of average annual debt service requirements of principal and interest on the additional Parity Bonds to be issued shall, regardless of whether such additional Parity Bonds are to be serial or term bonds, be determined on the basis of the principal of and interest on such Parity Bonds being payable in approximately equal annual installments.

(d) The annual net revenues referred to above may be adjusted for the purpose of the foregoing computations to reflect:

(1) any revisions in the System's schedule of rates or charges being imposed on or before the time of the issuance of any such additional Parity Bonds, and

(2) any increase in the annual net revenues to be realized from the proposed extensions, additions and improvements being financed (in whole or in part) by such additional Parity Bonds;

provided all such adjustments shall be based upon and included in a certification of an Independent Consulting Engineer.

(e) Compliance with Section 603(a) through (d) shall not be necessary for the issuance of Parity Bonds if the District has obtained (1) the written consent of the RD for the issuance of such Parity Bonds, if the Government is the Owner of any Bonds at the time of issuance of such Parity Bonds; and (2) the written consent of the Owners of all of the then outstanding Prior Bonds, and no other prerequisite need be complied with by the District in order to issue Parity Bonds.

Section 604. Covenants to be Complied with at Time of Issuance of Parity Bonds.

The District hereby covenants and agrees that in the event any Parity Bonds are issued, the District shall:

(a) Adjust the monthly amount to be deposited into the Sinking Fund on the same basis as that prescribed in the provisions establishing such Sinking Fund, to reflect the average annual debt service requirements of the Parity Bonds;

(b) Adjust the minimum annual amount to be deposited monthly into the Depreciation Fund on the same basis as that prescribed in the provisions establishing such Depreciation Fund, taking into account the future debt service requirements of all Bonds which will then be outstanding against the System; and

(c) Make such Parity Bonds payable as to principal on January 1 of each year in which principal falls due and payable as to interest on January 1 and July 1 of each year until the final maturity of such Parity Bonds.

Section 605. Prepayment Provisions Applicable to Parity Bonds. If, in connection with any subsequently issued series of Parity Bonds, it is provided that excess revenues in the Revenue Fund shall be used to prepay Outstanding Bonds in advance of scheduled maturity, or if the District at its option undertakes to prepay Outstanding Bonds in advance of scheduled maturity, it is agreed and understood, for so long as the Government owns any of the Outstanding Bonds, that no such prepayment will be effected without the approval of the RD.

Section 606. Consent of the RD Regarding Future Bonds. Notwithstanding any other provisions of this Resolution, the District agrees that so long as the Government owns any Outstanding Bonds against and/or payable from the revenues of the System, the District will not issue any future bonds, notes or other obligations against, secured by or payable from the revenues of the System without the written consent of the RD.

Section 607. Priority of Lien; Permissible Disposition of Surplus or Obsolete Facilities. The District covenants and agrees that so long as any of the Prior Bonds and/or Bonds are outstanding, the District will not sell or otherwise dispose of any of the facilities of the System, or any part thereof, and, except as provided above, the District will not create or permit to be created any charge or lien on the revenues thereof ranking equal or prior to the charge or lien of the Outstanding Bonds. Notwithstanding the foregoing, the District may at any time permanently abandon the use of, or sell at fair market value, any part of the facilities of the System, provided that:

(a) The District is in compliance with all covenants and undertakings in connection with all of the Outstanding Bonds, and the required reserves for such Outstanding Bonds will have been accumulated;

(b) The District will, in the event of any such sale, apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing prepayment of bonds in advance of maturity; or (2) replacement of the facility so disposed of by another facility, the revenues of which shall be incorporated into the System, as hereinbefore provided;

- (c) The District certifies, in good faith, prior to any abandonment of use, that the facilities to be abandoned are no longer economically feasible of producing net revenues; and
- (d) The District certifies, in good faith, that the estimated net revenues of the remaining facilities of the System for the then next succeeding Fiscal Year, plus the estimated net revenues of the facilities, if any, to be added to the System, comply with the earnings requirements hereinbefore provided in the provisions and conditions governing the issuance of Parity Bonds.

Notwithstanding any other provisions hereof, so long as any Bonds are held by the Government, the District shall not dispose of its title to the System or to any part thereof, without first obtaining the written consent of the RD.

ARTICLE 7. DEFAULT AND CONSEQUENCES

Section 701. Events of Default. The following items shall constitute an Event of Default on the part of the District:

- (a) The failure to pay principal of the Bonds as and when same shall become due and payable, either at maturity or by proceedings for redemption.
- (b) The failure to pay any installment of interest on the Bonds when the same shall become due and payable or, if any or all of the Outstanding Bonds are owned by the RD, within thirty (30) days thereafter.
- (c) The default by the District in the due or punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds, the Prior Bond Resolution or in this Resolution.
- (d) The failure to promptly repair, replace or reconstruct facilities of the System that have been damaged and/or destroyed.
- (e) The entering of any order or decree with the consent or the acquiescence of the District, appointing a receiver of all or any part of the System or any revenues thereof; or if such order or decree shall be entered without the acquiescence or consent of the District, its failure to have the order vacated, discharged or stayed on appeal within sixth (60) days after entry.

Section 702. Consequences of Event of Default. Any Owner of the Current Bonds may enforce and compel the performance of all duties and obligations of the District set forth herein. Upon the occurrence of an Event of Default, then upon the filing of a suit by any Owner of said the Current Bonds, any court having jurisdiction of the action may appoint a receiver to administer said System on behalf of the District with power to charge and collect rates sufficient to provide for the payment of operating and maintenance expenses and for the payment of principal of and interest on the Outstanding Bonds and to provide and apply the income and revenues in conformity with this Resolution and with the laws of the Commonwealth of Kentucky.

The District hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the District's obligations, all contracts and other rights of the District pertaining to the System, conditionally, for such time only as such receiver or operator shall operate by authority of the court. Upon the occurrence of an Event of Default, the Owner of any of the Outstanding Bonds may require the governing body of the District by appropriate order to raise the rates a reasonable amount consistent with the requirements of this Resolution.

**ARTICLE 8. CONTRACTUAL PROVISIONS; GRANT APPROVAL;
MISCELLANEOUS PROVISIONS.**

Section 801. Resolution Contractual with Bondowners. The provisions of this Resolution constitute a contract between the District and its Commission and the Owners of the Current Bonds as may be outstanding from time to time; and after the issuance of any of said Current Bonds, no change, alteration or variation of any kind of the provisions of this Resolution shall be made in any manner which will affect an Owner's rights except as herein provided or except with the written consent of all Bondowners until such time as all of the Current Bonds and the interest thereon have been paid in full or fully provided for; provided that the Commission may adopt any resolution for any purpose not inconsistent with the terms of this Resolution and which shall not impair the security of the Owners of the Current Bonds and/or for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained herein or in any resolution or other proceedings pertaining hereto.

It is further agreed that the Owners of 75% in principal amount of the Current Bonds at any time outstanding shall have the right to consent to and approve the adoption of resolutions or other proceedings, modifying or amending any of the terms or provisions contained in this Resolution, subject to the conditions that (a) this Resolution shall not be so modified in any manner that may adversely affect the rights of the Owners of any of the Prior Bonds, nor in any manner that may adversely affect the rights of any certain Owners of the Outstanding Bonds without similarly affecting the rights of all Owners of such Outstanding Bonds, or to reduce the percentage of the number of Owners whose consent is required to effect a further modification and (b) no such change may be effected without the consent of the RD so long as the RD owns any of the Outstanding Bonds.

Section 802. All Current Bonds are Equal. The Current Bonds authorized herein shall not be entitled to priority one over the other in the application of the income and revenues of the System, or with respect to the security for their payment, regardless of the time or times of their issuance, it being the intention that there shall be no priority among any of the Current Bonds regardless of the fact that they may be actually issued and delivered at different times.

Section 803. District Obligated to Refund Current Bonds Owned by Government Whenever Feasible; Defeasement Prohibited. So long as the Government is the Owner of any of the Current Bonds, if it appears to the Government that the District is able to refund such Current Bonds in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, or to sell bonds of the District in the open market, at reasonable rates and terms, for loans or bond issues for similar purposes and periods of time, the District will, upon request of the Government, obtain such loan and/or issue such bonds in sufficient amount to repay the Government and will take all such action as may be required in connection therewith.

In addition, so long as the Government is the Owner of any of the Current Bonds, the District shall not issue any bonds or other obligations for the purpose of defeasing or otherwise terminating the lien of the Current Bonds without immediately prepaying all of the then outstanding Current Bonds.

Section 804. Approval and Acceptance of RD Grant Agreement. The RD has agreed to make a grant to the District in the amount of \$600,000 (the "RD Grant") to supplement the proceeds of the Current Bonds in order to provide the total cost of the Project, and the RD has requested the District to approve, accept and execute RD Form 1780-12 (the "RD Grant Agreement"), setting out the terms and conditions upon which said RD Grant will be made. Said RD Grant Agreement is hereby approved, and the Chairman and the Secretary are authorized to execute said RD Grant Agreement on behalf of the District. The Chairman and Secretary are also authorized on behalf of the District to accept any and all other RD Grants offered to the District in connection with the Project and to execute any and all RD Grant Agreements and any other documents as may be requested by the RD in connection with RD Grants which have been and/or which may hereafter be approved for such Project.

Section 805. Authorization, Ratification and Confirmation of Approval and Execution of Various Documents. The Commission hereby authorizes, approves, ratifies and confirms the previous action of the officers of the District in approving and executing various documents related to the financing of the Project, including the following:

- (a) Legal Services Agreement with Bond Counsel.
- (b) Legal Services Agreement with Local Counsel.
- (c) Letter of Intent to Meet Conditions of RD Letter of Conditions (RD Form 1942-46).
- (d) Loan Resolution (RD Form 1780-27).
- (e) Agreement for Engineering Services with the Engineers.

Section 806. Authorization of Condemnation to Acquire Easements and/or Sites. In the event that (a) any necessary deeds of easement to allow construction of the Project over the property of any property owner or (b) any necessary deed to the necessary site of any waterworks facility of the Project shall not be obtained through negotiation within ten (10) days after the date of adoption of this Resolution and in the event that (1) such waterworks lines cannot be located within the right-of-way of the State and/or County road involved; and/or (2) such waterworks facilities cannot be located on a site already owned by the District, Local Counsel is hereby authorized and directed to file condemnation actions to obtain such necessary rights-of-way and/or sites forthwith, without further authorization or direction from the District or the Commission. Local Counsel is further directed to follow the same condemnation procedure in the event that it becomes necessary, through change orders, line extensions and/or errors in the location of property lines and/or property owners, to obtain additional easements, rights-of-way and/or sites for completion of the Project and whenever the necessary deed is not obtained by negotiation at least ten (10) days prior to the date on which construction is contemplated in the respective easement, right-of-way and/or site.

The District further approves the payment from the funds available therefor allocated to the costs of the Project to pay any judgment award, or compromise, determined by Local Counsel with

the acquiescence of the Commission, toward the costs of such easements, rights-of-way and/or sites; provided, in each instance, that the payment of such funds to satisfy any judgment, award or compromise must first be approved by the RD; and the Commission further determines that if and to whatever extent the funds available from the proceeds of the financing contemplated by this Resolution shall be inadequate to pay any judgment, award or compromise amount for such easements, rights-of-way and/or sites, or if the District is unable to obtain the approval of the RD for any such payment, the Commission shall take all reasonably necessary actions, within the powers and authority of the Commission, to make such additional amount available from all other available District resources.

ARTICLE 9. SALE OF CURRENT BONDS

Section 901. Sale of Current Bonds. The Current Bonds shall be offered publicly for sale upon the basis of sealed, competitive bids at such time as the Commission shall designate.

A suggested form of "Notice of Bond Sale", a suggested form of "Official Notice of Sale of Bonds" and a suggested form of "Bid Form", having been prepared in advance by Bond Counsel, and all of such documents having been found to be in satisfactory form, a copy of each is hereby ordered to be filed in the records of the Secretary with the Minutes of the meeting at which this Resolution is adopted. The Notice of Bond Sale shall be signed by the Secretary and may be used for the purpose of publishing notice of the sale of the Current Bonds. Copies of such documents shall be furnished to any interested parties who may request same.

In the event that there is no bid or that all bids are rejected, the District may readvertise the sale pursuant to this Resolution.

Section 902. Adjustment in Maturities, Prepayment Provisions and Other Dates, with Consent of Purchaser if Delivery is Delayed. In the event that delivery of the Current Bonds authorized herein is delayed for any reason and the District, with the consent of the Purchaser of the Current Bonds, determines it is in the District's best interest to change the maturities, the applicable prepayment date or any other dates, the District may adjust the same by a Resolution of the Commission approving the adjustments.

ARTICLE 10. CONCLUDING PROVISIONS

Section 1001. Covenant of District to Take All Necessary Action To Assure Compliance with the Code. In order to assure the Owners of the Current Bonds that such Current Bonds shall continue to be legal and that interest thereon will continue to be excludable from gross income for federal income tax purposes and exempt from all Kentucky income taxation, the District covenants to and with the Owners of the Current Bonds to take the following action:

(a) The District will (1) take all actions necessary to comply with the provisions of the Code necessary to assure that interest on the Current Bonds will be excludable from gross income for federal income tax purposes; (2) will take no actions which will violate any of the provisions of the Code; and (3) not use the proceeds of the Current Bonds for any purpose which will cause interest on the Current Bonds or on interim financing obligations, including, but not limited to the Note, issued pursuant to Section 302 hereof to become includable in gross income for federal income tax purposes.

(b) The District hereby certifies that it does not reasonably anticipate that the total principal amount of "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code which the District, or any subordinate entity of the District, will issue during the calendar year during which the Current Bonds are issued, will exceed \$10,000,000; and therefore the District hereby designates the Current Bonds and all interim financing obligations, including, but not limited to the Note, issued pursuant to Section 302 hereof as "qualified tax-exempt obligations".

(c) The District further certifies that the Current Bonds and any and all interim financing obligations of the District are not "private activity bonds" within the meaning of the Code.

(d) The District covenants and agrees to comply with the rebate requirements on certain excess earnings imposed by Section 148 of the Code, and in the event it is determined by the District, upon the advice of Bond Counsel, that the Construction Account, or any other Fund established hereunder, is subject to said rebate requirements and does in fact generate earnings from "non-purpose investments" in excess of the amount which said investments would have earned at a rate equal to the "yield" on the Current Bonds, plus any income attributable to such excess, there shall be established a separate and special fund with the Depository Bank, which fund shall be designated the "Excess Earnings and Rebate Fund", which shall be utilized for the collection and payment of any excess generated from investments and the remittance thereof to the United States of America on or before the anniversary of the fifth (5th) year from the date of the Current Bonds, and once every five (5) years thereafter until the final retirement of the Current Bonds; the last installment, to the extent required, to be made no later than sixty (60) days following the date on which funds sufficient for the complete retirement of the Current Bonds are deposited with any escrow agent. The District further covenants to file any and all reports, if any, as may be required to be filed with the Government with regard to the liability or non-liability of the District as to any such rebate requirements and to maintain records in regard thereto for the period of time required by applicable Treasury regulations.

Section 1002. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, which shall continue in full force and effect.

Section 1003. All Provisions in Conflict Repealed. All motions, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed. It is hereby specifically ordered and provided that any proceedings heretofore taken for the issuance of other bonds of the District payable or secured in any manner by all or any part of the income and revenues of said System or any part thereof, and which have not been heretofore issued and delivered, are hereby revoked and rescinded, and none of such other bonds shall be issued and delivered. The District covenants to correct by appropriate proceedings any required procedure previously taken invalidly.

Section 1004. Effective Immediately Upon Adoption. This Resolution shall take effect and be effective immediately upon its adoption.

Adopted this November 6, 2003.

CHRISTIAN COUNTY WATER DISTRICT

Chairman

(Seal of District)

Attest:

Secretary

CERTIFICATION

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Christian County Water District of Christian County, Kentucky, and that the foregoing Resolution is a true copy of a Resolution duly adopted by the Board of Commissioners of said District, signed by the Chairman of said District and attested under Seal by me as Secretary, at a properly convened meeting of said Board of Commissioners held on November 6, 2003, as shown by the official records of said District in my custody and under my control.

I further certify that said meeting was duly held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825, that a quorum was present at said meeting, that said Resolution has not been modified, amended, revoked or repealed, and that same is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature as Secretary and the official Seal of the District this November 6, 2003.

Secretary

(Seal of District)

BOND RESOLUTION

CHRISTIAN COUNTY WATER DISTRICT

AUTHORIZING

CHRISTIAN COUNTY WATER DISTRICT WATERWORKS REVENUE BONDS,
SERIES 2004

IN THE AMOUNT OF

\$400,000

TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS; PURPOSE; AUTHORIZATION OF BONDS; SECURITY.....	3
Section 101.	Definitions.	3
Section 102.	Purpose.....	7
Section 103.	Construction Award Approved; Work Authorized.	7
Section 104.	Declaration of Period of Usefulness.....	7
Section 105.	Authorization of Bonds.	7
Section 106.	Recognition of Prior Bonds.	8
Section 107.	Current Bonds Shall be Payable on Out of Gross Revenues.	8
Section 108.	Lien on Contracts.	8
ARTICLE 2.	THE BONDS; BOND FORM; PREPAYMENT..	9
Section 201.	Principal Payments.....	9
Section 202.	Issuance of Current Bonds; Bond Form.....	9
Section 203.	Place of Payment and Manner of Execution.	9
Section 204.	Provisions as to Prepayment.....	9
ARTICLE 3.	CONSTRUCTION ACCOUNT; INTERIM FINANCING; APPLICATION OF PROCEEDS; ARBITRAGE LIMITATIONS..	10
Section 301.	Construction Account; Application of Proceeds of Bonds; Other Transfers and Deposits.....	10
A.	Covenants Applicable if RD Purchases Current Bonds.....	10
B.	Application of Proceeds of Current Bonds.....	10
Section 302.	Interim Financing Authorization.	12
A.	Interim Financing.	12
B.	Multiple Advances by RD.	14
Section 303.	Arbitrage Limitations on Investment of Proceeds.	14
ARTICLE 4.	FLOW OF FUNDS.....	16
Section 401.	Funds.	16
Section 402.	Flow of Funds.....	16

A.	Revenue Fund.....	16
B.	Prior Sinking Fund.....	16
C.	Current Sinking Fund.....	17
D.	Depreciation Fund.	17
E.	Operation and Maintenance Fund.	18
F.	Monthly Principal and Interest Payments if Requested by the RD	18
G.	Surplus Funds.....	18
H.	Investment and Miscellaneous Provisions.	18
Section 403.	Current Bonds are Subordinate to the Prior Bonds.	19
ARTICLE 5.	COVENANTS OF DISTRICT.....	20
Section 501.	Rates and Charges.	20
Section 502.	Books and Accounts; Audit.	20
Section 503.	System to Continue to be Operated on Fiscal Year Basis; Annual Budget.	20
Section 504.	General Covenants.....	21
Section 505.	Other Covenants Applicable So Long as RD Owns Any Bonds.	22
Section 506.	Insurance on Motors, Tanks and Structures.....	22
ARTICLE 6.	INFERIOR BONDS AND PARITY BONDS.	23
Section 601.	Inferior Bonds.....	23
Section 602.	Parity Bonds to Complete the Project.	23
Section 603.	Parity Bonds to Finance Future Improvements.	23
Section 604.	Covenants to be Complied with at Time of Issuance of Parity Bonds.	24
Section 605.	Prepayment Provisions Applicable to Parity Bonds.....	25
Section 606.	Consent of the RD Regarding Future Bonds.	25
Section 607.	Priority of Lien; Permissible Disposition of Surplus or Obsolete Facilities.....	25
ARTICLE 7.	DEFAULT AND CONSEQUENCES.	27
Section 701.	Events of Default.	27
Section 702.	Consequences of Event of Default.....	27

ARTICLE 8.	CONTRACTUAL PROVISIONS; GRANT APPROVAL; MISCELLANEOUS PROVISIONS.....	28
Section 801.	Resolution Contractual with Bondowners.	28
Section 802.	All Current Bonds are Equal.	28
Section 803.	District Obligated to Refund Current Bonds Owned by Government Whenever Feasible; Defeasement Prohibited.	28
Section 804.	Approval and Acceptance of RD Grant Agreement.....	29
Section 805.	Authorization, Ratification and Confirmation of Approval and Execution of Various Documents.....	29
Section 806.	Authorization of Condemnation to Acquire Easements and/or Sites.	29
ARTICLE 9.	SALE OF CURRENT BONDS.	31
Section 901.	Sale of Current Bonds.	31
Section 902.	Adjustment in Maturities, Prepayment Provisions and Other Dates, with Consent of Purchaser if Delivery is Delayed.	31
ARTICLE 10.	CONCLUDING PROVISIONS.....	32
Section 1001.	Covenant of District to Take All Necessary Action To Assure Compliance with the Code.....	32
Section 1002.	Severability Clause.....	33
Section 1003.	All Provisions in Conflict Repealed.....	33
Section 1004.	Effective Immediately Upon Adoption.	33
EXHIBIT A - Schedule of Principal Payments		
EXHIBIT B - Form of Fully Registered Bond		
EXHIBIT C - Requisition Certificate		

ASSISTANCE AGREEMENT

BETWEEN

KENTUCKY RURAL WATER FINANCE CORPORATION

AND

CHRISTIAN COUNTY WATER DISTRICT

DATED

MAY 2, 2012

IN THE AMOUNT OF \$2,990,000

This document was prepared by:

RUBIN & HAYS
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202
(502) 569-7525

By

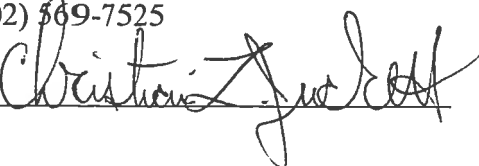


TABLE OF CONTENTS TO ASSISTANCE AGREEMENT

Section 1.	Definitions	3
Section 2.	Reaffirmation of Declaration of Waterworks System	8
Section 3.	Authorization of Obligations; Place of Payment; Manner of Execution	8
Section 4.	Redemption.....	9
Section 5.	Recognition of Prior Bonds	9
Section 6.	Obligations Payable Out of Revenues on a Parity with Prior Bonds	10
Section 7.	Compliance with Parity Coverage Requirements of the Prior Bond Legislation..	10
Section 8.	Flow of Funds	10
Section 9.	Disposition of Proceeds of the Obligations; Governmental Agency Account	12
Section 10.	Arbitrage Limitations	13
Section 11.	Parity Bonds	14
Section 12.	Rates and Charges for Services of the System	16
Section 13.	All Obligations of this Issue Are Equal.....	17
Section 14.	Defeasance and/or Refunding of Obligations.....	17
Section 15.	Contractual Nature of Assistance Agreement	18
Section 16.	Appointment and Duties of Trustee.....	18
Section 17.	Provisions in Conflict Repealed	19
Section 18.	Covenant of Governmental Agency to Take All Action Necessary to Assure Compliance with the Internal Revenue Code of 1986.....	19
Section 19.	Bank Eligibility.....	20
Section 20.	Insurance.....	20
Section 21.	Event of Default; Remedies.....	21
Section 22.	Annual Reports	21
Section 23.	Supplemental Assistance Agreement	22
Section 24.	No Remedy Exclusive	22
Section 25.	Waivers.....	22
Section 26.	Agreement to Pay Attorneys' Fees and Expenses.....	22
Section 27.	Signatures of Officers	22
Section 28.	Severability Clause	23
	EXHIBIT A	Debt Service Schedule

ASSISTANCE AGREEMENT

This Assistance Agreement made and entered into as of May 2, 2012 (the "Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the "Issuer") and the Christian County Water District, P.O. Box 7, Hopkinsville, Kentucky 42241 (the "Governmental Agency"):

WITNESSETH

WHEREAS, the Issuer has established its Public Projects Flexible Term Program (the "Program") designed to provide financing for the expansion, addition and improvements of public projects for governmental entities under which the Issuer issued its Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program), Series 2001, dated April 4, 2001, in the aggregate principal amount of \$46,000,000 (the "Series 2001 Bonds") pursuant to a Trust Indenture dated as of April 4, 2001 (the "Indenture") between the Issuer and Regions Bank, Nashville, Tennessee (as successor in interest to Fifth Third Bank and The Bank of New York Trust Company, N.A.), as trustee (the "Trustee"), the net proceeds of which will be applied for the benefit of such governmental entities by making loans, pursuant to Assistance Agreements; and

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012C (the "Series 2012C Bonds") in the aggregate principal amount of \$8,695,000, pursuant to a Supplemental Trust Indenture No. 45, dated as of May 2, 2012 by and between the Issuer and the Trustee, which Series 2012C Bonds will rank on a parity with the Series 2001 Bonds and the proceeds of which will be used by certain Governmental Agencies to acquire, construct and equip public projects described in various Assistance Agreements by and between the Governmental Agencies and the Issuer; and

WHEREAS, the Governmental Agency has outstanding its (i) Christian County Water District Waterworks Revenue Bonds, Series 1994, dated April 11, 1995, in the original authorized principal amount of \$1,329,000; and (ii) Christian County Water District Waterworks Revenue Bonds, Series 1998, dated August 13, 1999, in the original authorized principal amount of \$2,200,000 (collectively, the "Refunded Bonds"), which bonds were issued by the Governmental Agency to make improvements and extensions to the Governmental Agency's waterworks system (the "System"); and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable and in the public interest to currently refund the Refunded Bonds, in order to effect substantial debt service savings (the "Project"), and the Issuer has determined that the Project is a project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Issuer; and

WHEREAS, the Governmental Agency has designated the Issuer as its instrumentality and agency; and

WHEREAS, pursuant to this Assistance Agreement the Governmental Agency will proceed with the Project; and

WHEREAS, in and by the Prior Bond Legislation (as hereinafter defined), the right and privilege was reserved by the Governmental Agency under conditions and restrictions set out in said Prior Bond Legislation, of issuing additional bonds from time to time, payable from the income and revenues of the System and ranking on a parity with the Governmental Agency's outstanding Prior Bonds (as hereinafter defined), for the purpose, among other things, of financing the costs of extensions, additions and improvements to the System and refinancing certain outstanding indebtedness, which conditions and restrictions are found to currently exist and prevail so as to permit the issuance of certain proposed additional bonds so as to rank, when issued, on a parity with the outstanding Prior Bonds; and

WHEREAS, it is deemed necessary and advisable for the best interests of the Governmental Agency that it enter into this Assistance Agreement with the Issuer in order to borrow funds (the "Loan") in the amount of \$2,990,000 [the "Obligations"], for the purpose of providing funds for the Project, and to reaffirm the conditions and restrictions under which similar bonds or obligations may be subsequently issued ranking on a parity therewith; and

WHEREAS, under the provisions of Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, and under the provisions of the Prior Bond Legislation, the Governmental Agency is authorized to enter into this Assistance Agreement and to borrow the Obligations to provide such funds for the purpose aforesaid; and

WHEREAS, the Issuer is willing to cooperate with the Governmental Agency in making available the Loan pursuant to the Act and the Indenture to be applied to the Project upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained; and

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

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

Section 1. Definitions. As used in this Assistance Agreement, unless the context requires otherwise:

"*Act*" refers to Chapters 58 and 74 of the Kentucky Revised Statutes.

"*Assistance Agreement*" refers to this Assistance Agreement authorizing the Loan and the Obligations.

"*Bond Counsel*" refers to Rubin & Hays, Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202, or any other nationally recognized individual or firm in the field of municipal bond law.

"*Bond Legislation of 1994*" or "*1994 Bond Legislation*" refer to the Resolution authorizing the Series 1994 Bonds, duly adopted by the Board of Commissioners of the District on September 15, 1994.

"*Bond Legislation of 1998*" or "*1998 Bond Legislation*" refer to the Resolution authorizing the Series 1998 Bonds, duly adopted by the Board of Commissioners of the District on July 2, 1998.

"*Bond Legislation of 2004*" or "*2004 Bond Legislation*" refer to the Resolution authorizing the Series 2004 Bonds, duly adopted by the Board of Commissioners of the District on November 6, 2003.

"*Bond Legislation of 2008*" or "*2008 Bond Legislation*" refer to the Resolution authorizing the Series 2008 Bonds, duly adopted by the Board of Commissioners of the District on May 1, 2008.

"*Bondowner*", "*Owner*", "*Bondholder*" means and contemplates, unless the context otherwise indicates, the registered owner of one or more of the Bonds at the time issued and outstanding hereunder.

"*Bonds*" refers to the Obligations, the Prior Bonds and any additional Parity Bonds.

"*Certified Public Accountants*" refers to an independent Certified Public Accountant or firm of Certified Public Accountants, duly licensed in Kentucky and knowledgeable about the affairs of the System and/or of other Governmental Agency financial matters.

"*Code*" refers to the United States Internal Revenue Code of 1986, as amended, and any regulations issued thereunder.

"*Compliance Group*" refers to the Compliance Group identified and defined in the Indenture.

"*Current Sinking Fund*" refers to the Christian County Water District Sinking Fund of 2008, created in Section 401 of the 2008 Bond Legislation.

"*Depreciation Fund*" refers to the Christian County Water District Waterworks Depreciation Fund created in the Prior Bond Legislation and which Depreciation Fund will continue to be maintained for the benefit of all of the Bonds.

"*Engineer*" or "*Independent Consulting Engineer*" refers to an Independent Consulting Engineer or firm of Engineers of excellent national reputation or of recognized excellent reputation in Kentucky in the fields of waterworks and sewer engineering.

"*Funds*" refers to the Revenue Fund, the Current Sinking Fund, the Prior Sinking Fund, the Depreciation Fund, the Operation and Maintenance Fund and the Governmental Agency Account.

"*Governing Body*" means the Board of Commissioners of the Governmental Agency or such other body as shall be the governing body of said Governmental Agency under the laws of Kentucky at any given time.

"*Governmental Agency*" refers to the Christian County Water District, P.O Box 7, Hopkinsville, Kentucky 42241.

"*Governmental Agency Chief Executive*" refers to the Chairman of the Governmental Agency.

"*Governmental Agency Clerk*" refers to the Secretary of the Governmental Agency.

"*Indenture*" means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 45, dated May 2, 2012, by and between the Issuer and the Trustee.

"*Interest Payment Date*" shall mean the 1st day of each month, commencing July 1, 2012 and continuing through and including January 1, 2038 or until the Loan has been paid in full.

"*Issuer*" refers to the Kentucky Rural Water Finance Corporation, Bowling Green, Kentucky.

"*KIA Loan*" refers to the loan from the Kentucky Infrastructure Authority to the Governmental Agency, dated April 7, 1993, in the original principal amount of \$1,157,037, pursuant to an Assistance Agreement between the Governmental Agency and the KIA.

"*Obligations*" refers to the Loan authorized by this Assistance Agreement in the principal amount of \$2,990,000, maturing January 1, 2038.

"*Operation and Maintenance Fund*" refers to the Christian County Water District Waterworks Operation and Maintenance Fund created and confirmed in the Prior Bond Legislation, which Fund will continue to be maintained for the benefit of the System.

"*Outstanding Bonds*" refers collectively to all outstanding Prior Bonds, the outstanding Obligations and any outstanding Parity Bonds, and does not refer to any bonds that have been defeased.

"*Parity Bonds*" means bonds issued in the future, which will, pursuant to the provisions of this Assistance Agreement, rank on a basis of parity with the Obligations and shall not be deemed to include, nor to prohibit the issuance of, bonds ranking inferior in security to the Obligations.

"*Permitted Investments*" refers to the following:

(a) Obligations of the United States and of its agencies and instrumentalities, including obligations subject to repurchase agreements, if delivery of these obligations subject to repurchase agreements is taken either directly or through an authorized custodian. These investments may be accomplished through repurchase agreements reached with sources including but not limited to national or state banks chartered in the Commonwealth of Kentucky;

(b) Obligations and contracts for future delivery or purchase of obligations backed by the full faith and credit of the United States or a United States government agency, including but not limited to:

- i. United States Treasury;
- ii. Export-Import Bank of the United States;
- iii. Farmers Home Administration;
- iv. Government National Mortgage Corporation; and
- v. Merchant Marine bonds;

(c) Obligations of any corporation of the United States government, including but not limited to:

- i. Federal Home Loan Mortgage Corporation;
- ii. Federal Farm Credit Banks;
- iii. Bank for Cooperatives;
- iv. Federal Intermediate Credit Banks;
- v. Federal Land Banks;
- vi. Federal Home Loan Banks;
- vii. Federal National Mortgage Association; and
- viii. Tennessee Valley Authority;

(d) Certificates of deposit issued by or other interest-bearing accounts of any bank or savings and loan institutions which are insured by the Federal Deposit Insurance Corporation or

similar entity or which are collateralized, to the extent uninsured, by any obligations, including surety bonds, permitted by KRS Section 41.240(4);

(e) Uncollateralized certificates of deposit issued by any bank or savings and loan institution rated on one (1) of the three (3) highest categories by a nationally recognized rating agency;

(f) Banker's acceptances for banks rated in one (1) of the three (3) highest categories by a nationally recognized rating agency;

(g) Commercial paper rated in the highest category by a nationally recognized rating agency;

(h) Bonds or certificates of indebtedness of the Commonwealth of Kentucky and of its agencies and instrumentalities;

(i) Securities issued by a state or local government, or any instrumentality of agency thereof, in the United States, and rated in one (1) of the three (3) highest categories by a nationally recognized rating agency; and

(j) Shares of mutual funds, each of which shall have the following characteristics:

- i. The mutual fund shall be an open-end diversified investment company registered under the Federal Investment Company Act of 1940, as amended;
- ii. The management company of the investment company shall have been in operation for at least five (5) years; and
- iii. All of the securities in the mutual fund shall be eligible investments under this section.

Investments in the above instruments are subject to the following conditions and limitations:

(a) The amount of money invested at any time by a local government or political subdivision in one (1) or more of the categories of investments authorized by subsection (e), (f), (g), and (i) of this definition shall not exceed twenty percent (20%) of the total amount of money invested by the local government; and

(b) No local government or political subdivision shall purchase any investment authorized herein on a margin basis or through the use of any similar leveraging technique.

"Prior Bond Legislation" refers to the Series 2004B Assistance Agreement, 2004 Bond Legislation, Series 2005C Assistance Agreement and 2008 Bond Legislation.

"Prior Bonds" refers collectively to the KIA Loan, Series 2004 Bonds, Series 2004B Loan, and Series 2005C Loan.

"*Prior Sinking Fund*" refers to the Christian County Water District Waterworks Sinking Fund, described in Section 401 of the 2008 Bond Legislation.

"*Program*" refers to the Issuer's Public Projects Flexible Term Program designed to provide financing for the expansion, addition and improvement of public projects for governmental entities.

"*Program Administrator*" refers to the Kentucky Rural Water Association, Inc., Bowling Green, Kentucky.

"*Program Reserve Fund*" refers to the Program Reserve Fund created and established pursuant to Section 4.2 of the Indenture.

"*Project*" refers to financing the cost to currently refund the outstanding Refunded Bonds, with the proceeds of the Obligations.

"*Refunded Bonds*" refers to the Series 1994 Bonds and Series 1998 Bonds.

"*Revenue Fund*" refers to the Christian County Water District Waterworks Revenue Fund created in the Prior Bond Legislation and which Revenue Fund will continue to be maintained for the benefit of all of the Bonds.

"*Series 1994 Bonds*" refers to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 1994, dated April 11, 1995, in the original authorized principal amount of \$1,329,000.

"*Series 1998 Bonds*" refers to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 1998, dated August 13, 1999, in the original authorized principal amount of \$2,200,000.

"*Series 2004 Bonds*" refers to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 2004, dated June 30, 2004, in the original authorized principal amount of \$400,000.

"*Series 2004B Assistance Agreement*" refers to the Assistance Agreement between the Kentucky Rural Water Finance Corporation and the Governmental Agency, dated October 19, 2004, authorizing the Series 2004B Loan.

"*Series 2005C Assistance Agreement*" refers to the Assistance Agreement between the Kentucky Rural Water Finance Corporation and the Governmental Agency, dated October 19, 2005, authorizing the Series 2005C Loan.

"*Series 2004B Loan*" refers to the loan in the amount of \$2,305,000, dated October 19, 2004, to the Governmental Agency from the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2004B.

"*Series 2005C Loan*" refers to the loan in the amount of \$829,000, dated October 19, 2005, to the Christian County Water District from the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2005C.

"*Series 2008 Bonds*" refers to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 2008, dated October 7, 2009, in the original principal amount of \$1,850,000.

"*System*" refers to the Governmental Agency's waterworks system, together with all future extensions, additions and improvements to said System.

"*Treasurer*" refers to the Treasurer of the Governmental Agency.

"*Trustee*" refers to Regions Bank, Nashville, Tennessee.

"*U.S. Obligations*" refers to bonds, notes, or Treasury Bills, which are direct obligations of the United States of America or obligations fully guaranteed by the United States of America, including book-entry obligations of the United States Treasury-State and Local Government Series, and Trust Receipts representing an ownership interest in direct obligations of the United States.

Section 2. Reaffirmation of Declaration of Waterworks System. That all proceedings heretofore taken for the establishment of and the supplying of water service in and to said Governmental Agency as a waterworks system are hereby in all respects ratified and confirmed; and so long as any of the Obligations hereinafter authorized or permitted to be issued remain outstanding, said System shall be owned, controlled, operated and maintained for the security and source of payment of the Obligations. Said System is hereby declared to constitute a public project within the meaning and application of Sections 58.010 to 58.140, inclusive, of the Kentucky Revised Statutes.

Section 3. Authorization of Obligations; Place of Payment; Manner of Execution. That pursuant to the Constitution and laws of Kentucky, and particularly said Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Governmental Agency hereby authorizes the borrowing of \$2,990,000 from the Program, for the purpose of providing funds for the Project.

Said Obligations shall mature in such principal amounts, and shall bear interest as set forth in Exhibit A attached hereto.

The principal of, redemption price, if any, and interest on the Obligations shall be payable in lawful money of the United States of America on the Interest Payment Date to the Trustee for the Program. Such payment shall be made by the Governmental Agency from funds on deposit in the Prior Sinking Fund pursuant to the ACH Debit Direct Payment Method (the "ACH Debit Direct Payment Method") as described and detailed in the ACH Debit Direct Payment Authorization Form (the "ACH Authorization Form") in a form as provided by the

Trustee to the Governmental Agency. The ACH Authorization Form shall be completed, signed and forwarded to the Trustee prior to the Governmental Agency receiving any of the proceeds of the Loan.

Pursuant to the ACH Debit Direct Payment Method, there shall be transferred to the Trustee on or before each Interest Payment Date, from the Prior Sinking Fund, the amounts set forth as sinking fund payments on Exhibit A attached hereto.

In addition, in the event the Issuer is required to withdraw moneys from the Program Reserve Fund established pursuant to the Indenture to pay the principal of and interest on the Obligations and any other payments due under this Assistance Agreement on behalf of the Governmental Agency (the "Reserve Withdrawal"), the Governmental Agency shall pay to the Trustee, each amount set forth as sinking fund payments on Exhibit A attached hereto, pursuant to the ACH Debit Direct Payment Method an amount equal to at least 1/12 of the Reserve Withdrawal, plus accrued interest thereon at the rate equal to the highest rate of interest paid by the investments making up the Program Reserve Fund until such Reserve Withdrawal has been replenished.

Section 4. Redemption.

(a) *Optional Redemption.* Subject to the prior written approval of the Compliance Group, the Obligations maturing on or after January 1, 2022 are subject to optional redemption, in whole or in part, by the Governmental Agency prior to their stated maturity, at any time falling on or after January 1, 2021 at a redemption price equal to 100% of the principal amount of the Obligations called for redemption, plus unpaid interest accrued to the date of redemption.

In the event that the Governmental Agency desires to optionally redeem a portion of its Obligations, such redemption shall be in a denomination equal to \$5,000 or any integral multiple thereof.

(b) *Notice of Redemption.* The Governmental Agency shall give the Issuer and the Trustee notice of any redemption by sending at least one such notice by first class United States mail not less than 45 and not more than 90 days prior to the date fixed for redemption.

All of said Obligations as to which the Governmental Agency reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given, and for the retirement of which, upon the terms aforesaid, funds are duly provided, will cease to bear interest on the redemption date.

Section 5. Recognition of Prior Bonds. The Governmental Agency hereby expressly recognizes and acknowledges that the Governmental Agency has previously created for the benefit and protection of the owners of the Prior Bonds, a certain lien and pledge and certain security rights relating to the System, all as set forth in the Prior Bonds and in the Prior Bond Legislation.

Section 6. Obligations Payable Out of Revenues on a Parity with Prior Bonds. All of the Obligations and Prior Bonds, together with the interest thereon and such additional bonds ranking on a parity therewith heretofore issued and outstanding and that may be hereafter issued and outstanding from time to time under the conditions and restrictions hereinafter set forth, shall be payable out of the Prior Sinking Fund, as heretofore created in the Prior Bond Legislation and as hereinafter more specifically provided and shall be a valid claim of the holder thereof only against said fund and the fixed portion or amount of the income and revenues of the System of said Governmental Agency pledged to said fund.

Section 7. Compliance with Parity Coverage Requirements of the Prior Bond Legislation. It is hereby declared that in accordance with the provisions of the Prior Bond Legislation, and prior to the issuance of any of the Obligations hereby authorized, there will be procured and filed with the Governmental Agency Clerk of said Governmental Agency any and all statements or certifications for the purpose of having both principal and interest on the Prior Bonds and the Obligations hereby authorized payable on a parity from the income and revenues of said System with said outstanding Prior Bonds.

Section 8. Flow of Funds. All proceedings preliminary to and in connection with the issuance of the Outstanding Bonds, including provisions made for (i) the receipt, custody and application of the proceeds of the Outstanding Bonds; (ii) the operation of the System on a revenue-producing basis; (iii) the segregation, allocation and custody of the revenues derived from the operation of the System; (iv) the enforcement and payment of the Outstanding Bonds and (v) the depreciation of the System; and all other covenants for the benefit of Bondowners set out in the Prior Bond Legislation, are hereby ratified and confirmed and shall continue in force and inure to the security and benefit of the Outstanding Bonds, the same as if such provisions and proceedings were set out in full herein; provided, further, that after the issuance of the Obligations, the income and revenues of the System shall be collected, segregated, accounted for and distributed as follows:

A. Revenue Fund. The Governmental Agency covenants and agrees that it will continue to deposit in the Revenue Fund, promptly as received from time to time, all revenues of the System, as same may be extended and improved from time to time. The moneys in the Revenue Fund shall continue to be used, disbursed and applied by the Governmental Agency only for the purpose and in the manner and order of priorities specified in the Prior Bond Legislation, as hereinafter modified by this Resolution, all as permitted by the Act, and in accordance with previous contractual commitments.

B. Prior Sinking Fund. There shall be transferred from the Revenue Fund and deposited into the Prior Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Prior Bonds, a sum equal to the total of the following:

- (1) A sum equal to one-sixth (1/6) of the next succeeding interest payment to become due on the Obligations and all Prior Bonds then outstanding, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of all of the Obligations and Prior Bonds maturing on the next succeeding payment date.

Said Prior Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying the principal of and interest on the Obligations and Prior Bonds.

C. Current Sinking Fund. After the monthly transfers required in the preceding paragraphs have been paid from the Revenue Fund, there shall next be transferred monthly from said Revenue Fund and deposited into the Current Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Series 2008 Bonds, a sum equal to the total of the following:

- (1) An amount equal to one-sixth (1/6) of the next succeeding six-month interest payment to become due on the Series 2008 Bonds then outstanding, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of any Series 2008 Bonds maturing on the next succeeding January 1.

The Current Sinking Fund is hereby pledged for the payment of the interest and the principal of the Series 2008 Bonds, but subject to the vested rights and priorities of the Obligations and Prior Bonds.

D. Depreciation Fund. Moneys in the Depreciation Fund may be withdrawn and used by the Governmental Agency, upon appropriate certification of the Commission, for the purpose of paying the cost of unusual or extraordinary maintenance, repairs, renewals and replacements not included in the annual budget of current expenses and/or of paying the costs of constructing future extensions, additions and improvements to the System which will either enhance its revenue-producing capacity or will provide a higher degree of service, and when necessary, for the purpose of making payments of principal and interest on the Bonds if the amount on deposit in the Sinking Fund is not sufficient to make such payments.

E. Operation and Maintenance Fund. There shall next be transferred monthly from the Revenue Fund and deposited into said Operation and Maintenance Fund, sums sufficient to meet the current expenses of operating and maintaining the System. The balance maintained in said Operation and Maintenance Fund shall not be in excess of the amount required to cover anticipated System expenditures for a two-month period pursuant to the Governmental Agency's annual budget.

F. Surplus Funds. Subject to the provisions for the disposition of the income and revenues of the System as set forth hereinabove, which provisions are cumulative, and after paying or providing for the payment of debt service on any subordinate obligations, there shall be transferred, within sixty days after the end of each fiscal year, the balance of excess funds in the Revenue Fund on such date, to the Depreciation Fund for application in accordance with the terms of this Assistance Agreement or to the Sinking Fund to be applied to the maximum extent feasible, to the prompt purchase or redemption of Outstanding Bonds.

Provided, however, notwithstanding anything to the contrary in any Prior Bond Legislation, the Governmental Agency shall be allowed a credit to the extent of moneys on

deposit in the Program Reserve Fund for the purpose of meeting any parity requirements in any Prior Bond Legislation; subject however, to the limitation that moneys in the Program Reserve Fund may only be used to make payments of the Government Agency due under this Assistance Agreement, if necessary, and; provided further, that the Trustee may not seek payment for any reserve funds held by the Governmental Agency under any Prior Bond Legislation for payment of any amounts due from the Governmental Agency under this Assistance Agreement.

Section 9. Disposition of Proceeds of the Obligations; Governmental Agency Account. Upon (i) the execution of this Assistance Agreement, (ii) the delivery of this Assistance Agreement to the Trustee, (iii) certification of the Compliance Group that the Loan is to be accepted in the Program, and (iv) upon receipt by the Governmental Agency of the proceeds of the Obligations, the proceeds shall be applied as follows:

(a) *Disposition of the Proceeds.* There shall first be deducted and paid from the proceeds of the Obligations the fees and costs incurred by the Governmental Agency and any other pertinent expenses incident to the issuance, sale and delivery of the Obligations and such other appropriate expenses as may be approved by the Governmental Agency Chief Executive, including but not limited to the Governmental Agency's pro rata share of the Program's fees and expenses.

The balance shall be deposited to the Governmental Agency Account to be used for the Project.

(b) *Governmental Agency Account.* It is hereby acknowledged that a fund entitled "Christian County Water District Governmental Agency Account" (the "Governmental Agency Account") has been created and maintained by the Trustee pursuant to the Indenture; and such amount on deposit in said Governmental Agency Account shall be transferred to the Rural Development (the "RD") of the Department of Agriculture of the United States of America, the holder of the Refunded Bonds, as may be required:

(1) To pay the interest on the Refunded Bonds to and including May 4, 2012;
and

(2) To redeem on May 4, 2012 at a price equal to 100% of principal amount the Refunded Bonds that as of that date have not been redeemed, retired or otherwise paid, thereby defeasing the pledge of revenues and the property securing the Refunded Bonds.

Investment income derived from investment of the Governmental Agency Account, which shall be invested in Permitted Investments in accordance with this Assistance Agreement, shall, as received, be deposited in the Governmental Agency Account.

The Trustee shall be obligated to send written notice to the Governmental Agency of the need for investment directions if and whenever funds in excess of \$50,000 shall remain uninvested for a period of more than five days. In the absence of written direction from the Governmental Agency with respect to investment of moneys held in the Governmental Agency

Account, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Permitted Investments under this Assistance Agreement.

No expenditure shall be made from the Governmental Agency Account except for proper and authorized expenses relating to the Project as approved by the Governmental Agency.

After completion of the Project, any balance then remaining on deposit in the Governmental Agency Account shall, subject to any and all applicable legal provisions and applicable arbitrage regulations necessary to assure the exemption of interest on the Obligations from Federal income taxation, upon orders of the Governing Body, be transferred to the Sinking Fund, to be used for the purposes thereof.

Section 10. Arbitrage Limitations.

(a) The Governmental Agency covenants that neither the proceeds of the Obligations, nor "Non-Exempt Revenues" of the System, as defined below, will be invested in investments which will produce a net adjusted yield in excess of the net interest cost (effective yield) of the Obligations, if such investment would cause such Obligations to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, as amended, and the applicable regulations thereunder; provided, however, that such proceeds and/or revenues may be invested to whatever extent and whenever the Code and/or applicable regulations permit same to be invested without causing the Obligations to be treated as "arbitrage bonds."

(b) "Non-Exempt Revenues" within the meaning of the foregoing shall be deemed to refer to revenues of the System deposited in any of the funds earmarked for or reasonably expected to be used for the payment of debt service on the Obligations, in excess of "Exempt Revenues," which Exempt Revenues are:

(1) amounts deposited in the Prior Sinking Fund for the purpose of paying debt service on any Obligations against the System within thirteen (13) months from the date of deposit; and

(2) amounts deposited in the Depreciation Fund or any similar reserve for replacements, reasonably expected to be used for extensions, additions, improvements or replacements to the System, and not reasonably expected to be used to pay debt service (even if pledged to be used to pay debt service in the event of the unexpected inadequacy of other funds pledged for that purpose).

(c) If, and to the extent that any Non-Exempt Revenues are on deposit and are available for investment by reason of the foregoing, such funds shall be subject to the investment limitations set out in Subsection (a) above.

(d) On the basis of information furnished to the Governmental Agency, on known facts, circumstances and reasonable expectations on the date of enactment of this Assistance Agreement, the Governmental Agency certifies as follows:

(1) That it is not expected or contemplated that the proceeds of the Obligations will be used or invested in any manner which will cause any of the Obligations to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder.

(2) That it is not expected or contemplated that the Governmental Agency will make any use of the proceeds of the Obligations, which, if such use had been reasonably anticipated on the date of issuance of the Obligations, would have caused the Obligations to be arbitrage bonds.

(3) That it is expected and contemplated that the Governmental Agency will comply with (i) all of the requirements of Section 148 of the Code; and (ii) all of the requirements of the applicable regulations thereunder, to whatever extent is necessary to assure that the Obligations will not be treated as arbitrage bonds.

(4) That it is anticipated that amounts on deposit in the Prior Sinking Fund will be used within 13 months from the date of deposit for the payment of debt service on the outstanding Obligations and all Prior Bonds payable from said Prior Sinking Fund.

(5) That amounts accumulated in the Prior Sinking Fund shall not exceed the limitations set forth in this Assistance Agreement.

(6) That it is not reasonably anticipated that amounts accumulated in the Depreciation Fund will be used for payment of debt service on any bonds payable from the revenues of the System, even though such Depreciation Fund will be so available if necessary to prevent a default in the payment of principal and interest on such bonds.

Prior to or at the time of delivery of the Obligations, the Governmental Agency Chief Executive and/or the Governmental Agency Treasurer are authorized to execute the appropriate certification with reference to the matters referred to above, setting out all known and contemplated facts concerning such anticipated investment of the proceeds of the Obligations, including the execution of necessary and/or desirable certifications of the type contemplated by the Code and applicable regulations, as amended, in order to assure that interest on the Obligations will be exempt from all federal income taxes and that the Obligations will not constitute or be treated as arbitrage bonds.

Section 11. Parity Bonds. The Obligations shall not be entitled to priority one over the other in the application of the income and revenues of the System, regardless of the time or times of their issuance, it being the intention that there shall be no priority among the Obligations, regardless of the fact they may be actually issued and delivered at different times, and provided further that the lien and security of and for any bonds or obligations hereafter issued that are payable from the income and revenues of the System, shall, except as set out herein, be subject to the priority of the Prior Bonds and the Obligations as may from time to time be outstanding; provided the Governmental Agency has in said Prior Bond Legislation reserved the right and privilege, and does hereby reserve the right and privilege, of issuing additional bonds from time to time payable from the income and revenues of the System ranking on a parity

with the Prior Bonds and with the Obligations, but only under the conditions specified in the Prior Bond Legislation, which conditions are hereinafter repeated, taking into account the issuance of the Obligations.

The Governmental Agency reserves the right to finance future extensions, additions, and/or improvements to the System by the issuance of one or more additional series of bonds to be secured by a parity lien on and ratably payable from, the revenues of the System pledged to the Prior Bonds and the Obligations, provided;

(a) The facilities to be constructed from the proceeds of the additional Parity Bonds are made a part of the System and their revenues are pledged as additional security for the additional Parity Bonds and for the Outstanding Bonds.

(b) The Governmental Agency is in compliance with all covenants and undertakings in connection with all of the Outstanding Bonds.

(c) The annual net revenues (defined as gross revenues less operating expenses), of the then existing System for the Fiscal Year preceding the year in which such Parity Bonds are to be issued, adjusted as hereinafter provided, shall be certified by an independent Certified Public Accountant to be equal at least one hundred twenty percent (120%) of the average annual debt service requirements for principal and interest on all Outstanding Bonds payable from the revenues of the System, plus the anticipated debt service requirements of any Parity Bonds then proposed to be issued. The calculation of average annual debt service requirements of principal and interest on the additional Parity Bonds to be issued shall, regardless of whether such additional Parity Bonds are to be serial or term bonds, be determined on the basis of the principal of and interest on such Parity Bonds being payable in approximately equal annual installments.

(d) The annual net revenues referred to above may be adjusted for the purpose of the foregoing computations to reflect:

(1) any revisions in the System's schedule of rates or charges being imposed on or before the time of the issuance of any such additional Parity Bonds, and

(2) any increase in the annual net revenues to be realized from the proposed extensions, additions and improvements being financed (in whole or in part) by such additional Parity Bonds;

provided all such adjustments shall be based upon and included in a certification of an Independent Consulting Engineer.

(e) Reference is made to the necessity of obtaining the written consent of the United States Department of Agriculture Rural Development or its successor [the "RD"] for the issuance of future bonds encumbering the System while the RD holds any bonds payable from the revenues of the System.

(f) The Governmental Agency hereby covenants and agrees that in the event any additional Parity Bonds are issued, the Governmental Agency shall:

(1) Adjust the monthly amount to be deposited into the Prior Sinking Fund on the same basis as that prescribed in the provisions establishing such Prior Sinking Fund, to reflect the annual debt service requirements of the additional Parity Bonds; and

(2) Adjust the minimum annual amount to be deposited monthly into the Depreciation Fund on the same basis as that prescribed in the provisions establishing such Depreciation Fund, taking into account the future replacement costs of the facilities to be constructed and acquired with the proceeds of such additional Parity Bonds.

(g) The Governmental Agency reserves the right to issue parity bonds to refund or refinance any part or all of the Prior Bonds and the Obligations, provided that prior to the issuance of such additional parity bonds for that purpose, there shall have been procured and filed with the Governmental Agency Clerk of the Governmental Agency a statement by a Certified Public Accountant, as defined herein, reciting the opinion based upon necessary investigation that:

(1) after the issuance of such parity bonds, the annual net revenues, as adjusted and defined above, of the then existing system for the fiscal year preceding the date of issuance of such Parity Bonds, after taking into account the revised debt service requirements resulting from the issuance of such Parity Bonds and from the elimination of the Bonds being refunded or refinanced thereby, are equal to not less than 120% of the average debt service requirements then scheduled to fall due in any fiscal year thereafter for principal of and interest on all of the then outstanding Bonds payable from the revenues of the System, calculated in the manner specified above; or

(2) in the alternative, that the average debt service requirements for the Prior Bonds, the Obligations, any previously issued Parity Bonds and the proposed refunding Parity Bonds, in any year of maturities thereof after the redemption of the Bonds scheduled to be refunded through the issuance of such proposed refunding Parity Bonds, shall not exceed the average debt service requirements applicable to the then outstanding Prior Bonds, the Obligations and any previously issued Parity Bonds for any year prior to the issuance of such proposed Parity Bonds and the redemption of the Bonds to be refunded.

Section 12. Rates and Charges for Services of the System. While the Obligations remain outstanding and unpaid, the rates for all services of the System rendered by the Governmental Agency to its citizens, corporations, or others requiring the same, shall be reasonable and just, taking into account and consideration the cost and value of said System, the cost of maintaining and operating the same, the proper and necessary allowances for depreciation thereof, and the amounts necessary for the retirement of the outstanding Bonds and the accruing interest on all such Bonds as may be outstanding under the provisions of this Assistance Agreement and the Prior Bond Legislation, and there shall be charged such rates and amounts as shall be adequate to meet all requirements of the provisions of this Assistance Agreement. Prior

to the issuance of the Obligations a schedule of rates and charges for the services rendered by the System to all users adequate to meet all requirements of this Assistance Agreement has been established and adopted.

The Governmental Agency covenants that it will not reduce the rates and charges for the services rendered by the System without first filing with the Governmental Agency Clerk a certification of an Independent Consulting Engineer or a Certified Public Accountant that the net income and revenues (as defined in Section 11 hereof) of the then existing System for the fiscal year preceding the year in which such reduction is proposed, as such annual net revenues are adjusted, after taking into account the projected reduction in annual net revenues anticipated to result from any such proposed rate decrease, are equal to not less than 120% of the average annual debt service requirements for principal and interest on all of the then outstanding bonds payable from the revenues of the System, calculated in the manner specified in Section 11 hereof.

The Governmental Agency also covenants to cause a report to be filed with the Governing Body within four months after the end of each fiscal year by a Certified Public Accountant, setting forth the precise debt service coverage percentage of the average annual debt service requirements falling due in any fiscal year thereafter for principal of and interest on all of the then Outstanding Bonds payable from the revenues of the System, produced or provided by the net revenues of the System in that fiscal year, calculated in the manner specified in Section 11 hereof; and the Governmental Agency covenants that if and whenever such report so filed shall establish that such coverage of net revenues for such year was less than 120% of the average annual debt service requirements, the Governmental Agency shall increase the rates by an amount sufficient, in the opinion of such Certified Public Accountant, to establish the existence of or immediate projection of, such minimum 120% coverage.

Section 13. All Obligations of this Issue Are Equal. The Obligations authorized and permitted to be issued hereunder, and from time to time outstanding, shall not be entitled to priority one over the other in the application of the income and revenues of the System regardless of the time or times of their issuance, it being the intention that there shall be no priority among the Obligations, the Prior Bonds and any Parity Bonds authorized or permitted to be issued under the provisions of this Assistance Agreement, regardless of the fact that they may be actually issued and delivered at different times.

Section 14. Defeasance and/or Refunding of Obligations. The Governmental Agency reserves the right, at any time, to cause the pledge of the revenues securing the outstanding Obligations to be defeased and released by paying an amount into an escrow fund sufficient, when invested (or sufficient without such investment, as the case may be) in cash and/or U.S. Obligations, to assure the availability in such escrow fund of an adequate amount (a) to call for redemption and to redeem and retire all of such outstanding Obligations, both as to principal and as to interest, on the next or any optional redemption date, including all costs and expenses in connection therewith, and to pay all principal and interest falling due on the outstanding Obligations to and on said date, or (b) to pay all principal and interest requirements on the outstanding Obligations as same mature, without redemption in advance of maturity, the determination of whether to defease under (a) or (b) or both to be made by the Governing Body.

Such U.S. Obligations shall have such maturities as to assure that there will be sufficient funds for such purpose. If such defeasance is to be accomplished pursuant to (a), the Governmental Agency shall take all steps necessary to publish the required notice of the redemption of the outstanding Obligations and the applicable redemption date. Upon the proper amount of such investments being placed in escrow and so secured, such revenue pledge shall be automatically fully defeased and released without any further action being necessary.

Section 15. Contractual Nature of Assistance Agreement. The provisions of this Assistance Agreement shall constitute a contract between the Governmental Agency and the Issuer; and after the issuance of any of such Obligations, no change, variation or alteration of any kind in the provisions of this Assistance Agreement, nor of the Prior Bond Legislation, shall be made in any manner except as herein or therein provided until such time as all of the Bonds authorized thereby and the interest thereon have been paid or provided for in full, or as otherwise provided herein; provided (a) that the Governing Body may enact legislation for any other purpose not inconsistent with the terms of this Assistance Agreement, and which shall not impair the security of the Issuer and/or for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained herein or in any ordinance or other proceedings pertaining hereto.

Section 16. Appointment and Duties of Trustee. The Trustee is hereby designated as the bond registrar and paying agent with respect to the Obligations.

Its duties as Trustee shall be as follows:

- (a) To register all of the Obligations in the names of the Issuer;
- (b) To cancel and destroy (or remit to the Governmental Agency for destruction, if so requested by the Governmental Agency) all exchanged, matured, retired and redeemed Obligations, and to maintain adequate records relevant thereto;
- (c) To remit, but only to the extent that all required funds are made available to the Trustee by the Governmental Agency, semiannual interest payments directly to the Issuer's accounts for the Program;
- (d) To notify the Issuer of any Obligations to be redeemed and to redeem Obligations prior to their stated maturity upon receiving sufficient funds; and
- (e) To supply the Governmental Agency with a written accounting evidencing the payment of interest on and principal of the Obligations within thirty (30) days following each respective due date.

The Trustee shall be entitled to the advice of counsel and shall be protected for any acts taken by it in good faith in reliance upon such advice. The Trustee shall not be liable for any actions taken in good faith and believed by it to be within its discretion or the power conferred upon it by this Assistance Agreement, or the responsibility for the consequences of any oversight or error in judgment.

The Trustee may at any time resign from its duties set forth in this Assistance Agreement by filing its resignation with the Governmental Agency Clerk and notifying the Issuer. Thereupon, the Issuer shall notify the Governmental Agency of a successor Trustee which shall be an incorporated bank or trust company authorized to transact business in the United States of America. Notwithstanding the foregoing, in the event of the resignation of the Trustee, provision shall be made for the orderly transition of the books, records and accounts relating to the Obligations to the successor Trustee in order that there will be no delinquencies in the payment of interest or principal due on the Obligations.

Section 17. Provisions in Conflict Repealed. All ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed; and it is hereby specifically ordered and provided that any proceedings heretofore taken for the issuance of other bonds payable or secured in any manner by all or any part of the income and revenues of the System, or any part thereof, and which have not heretofore been issued and delivered, are hereby revoked and rescinded, and none of such other bonds shall be issued and delivered.

Section 18. Covenant of Governmental Agency to Take All Action Necessary to Assure Compliance with the Internal Revenue Code of 1986. In order to assure purchasers of the Obligations that interest thereon will continue to be exempt from federal and Kentucky income taxation (subject to certain exceptions set out below), the Governmental Agency covenants to and with the Issuer that (1) the Governmental Agency will take all actions necessary to comply with the provisions of the Code, (2) the Governmental Agency will take no actions which will violate any of the provisions of the Code, or would cause the Obligations to become "private activity bonds" within the meaning of the Code, (3) none of the proceeds of the Obligations will be used for any purpose which would cause the interest on the Obligations to become subject to federal income taxation, and the Governmental Agency will comply with any and all requirements as to rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Obligations.

The Governmental Agency reserves the right to amend this Assistance Agreement but only with the consent of the Issuer (i) to whatever extent shall, in the opinion of Bond Counsel, be deemed necessary to assure that interest on the Obligations shall be exempt from federal income taxation, and (ii) to whatever extent shall be permissible (without jeopardizing such tax exemption or the security of such owners) to eliminate or reduce any restrictions concerning the investment of the proceeds of these Obligations, or the application of such proceeds or of the revenues of the System. The purchasers of these Obligations are deemed to have relied fully upon these covenants and undertakings on the part of the Governmental Agency as part of the consideration for the purchase of the Obligations. To the extent that the Governmental Agency obtains an opinion of nationally recognized bond counsel to the effect that non-compliance with any of the covenants contained in this Assistance Agreement or referred to in this Assistance Agreement would not subject interest on the Obligations to federal income taxes or Kentucky income taxes, the Governmental Agency shall not be required to comply with such covenants or requirements.

This Assistance Agreement is enacted in contemplation that Bond Counsel will render an opinion as to exemption of principal of the Obligations from Kentucky ad valorem taxation and as to exemption of interest on the Obligations from federal and Kentucky income taxation, based on the assumption by Bond Counsel that the Governmental Agency complies with covenants made by the Governmental Agency with respect to compliance with the provisions of the Code, and based on the assumption of compliance by the Governmental Agency with requirements as to any required rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Obligations. The Governmental Agency has been advised that based on the foregoing assumptions of compliance, Bond Counsel is of the opinion that the Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 19. Insurance.

(a) *Fire and Extended Coverage.* If and to the extent that the System includes structures above ground level, the Governmental Agency shall, upon receipt of the proceeds of the sale of the Obligations, if such insurance is not already in force, procure fire and extended coverage insurance on the insurable portion of all of the facilities of the System, of a kind and in such amounts as would ordinarily be carried by private companies or public bodies engaged in operating a similar utility.

The foregoing fire and extended coverage insurance shall be maintained so long as any of the Obligations are outstanding and shall be in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged facility.

In the event of any damage to or destruction of any part of the System the Governmental Agency shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof.

(b) *Liability Insurance on Facilities.* So long as any of the Obligations are outstanding, the Governmental Agency shall, procure and maintain, public liability insurance relating to the operation of the facilities of the System, with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death; and not less than \$200,000 from claims for damage to property of others which may arise from the Governmental Agency's operations of the System and any other facilities constituting a portion of the System.

(c) *Vehicle Liability Insurance.* If and to the extent that the Governmental Agency owns or operates vehicles in the operation of the System, upon receipt of the proceeds of the Obligations, the Governmental Agency shall, if such insurance is not already in force, procure and maintain, so long as any of the Obligations are outstanding, vehicular public liability insurance with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death, and not less than \$200,000 against claims for damage to property of others which may arise from the operation of such vehicles by the Governmental Agency.

Section 20. Event of Default; Remedies. The following items shall constitute an "Event of Default" on the part of the Governmental Agency:

(a) The failure to pay principal on the Obligations when due and payable, either at maturity or by proceedings for redemption;

(b) The failure to pay any installment of interest on the Obligations when the same shall become due and payable;

(c) The failure of the Governmental Agency to fulfill any of its obligations pursuant to this Assistance Agreement and to cure any such failure within 30 days after receipt of written notice of such failure; and/or

(d) The failure to promptly repair, replace or reconstruct essential facilities of the System after any major damage and/or destruction thereof.

Upon the occurrence of an Event of Default, the Issuer or the Trustee on its behalf, as owner of the Obligations, may enforce and compel the performance of all duties and obligations of the Governmental Agency as set forth herein. Upon the occurrence of an Event of Default, then, upon the filing of suit by the Trustee or the Issuer, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Governmental Agency, with power to charge and collect rates sufficient to provide for the payment of the principal of and interest on the Obligations, and for the payment of operation and maintenance expenses of the System, and to provide and apply the income and revenues in conformity with this Assistance Agreement and with the laws of the Commonwealth of Kentucky.

In addition to and apart from the foregoing, upon the occurrence of an Event of Default, the owner of any of the Obligations may require the Governmental Agency by demand, court order, injunction, or otherwise, to raise all applicable rates charged for services of the System a reasonable amount, consistent with the requirements of this Assistance Agreement.

Section 21. Annual Reports. The Governmental Agency hereby agrees to provide or cause to be provided to the Issuer and the Compliance Group audited financial statements prepared in accordance with generally accepted accounting principles (commencing with the fiscal year ended December 31, 2011) and such other financial information and/or operating data as requested by the Issuer or the Compliance Group.

The annual financial information and operating data, including audited financial statements, will be made available on or before 120 days after the end of each fiscal year.

Section 22. Supplemental Assistance Agreement. The Governmental Agency may, but only with the consent of the Issuer, execute one or more supplemental Assistance Agreements as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Assistance Agreement;
- (b) to subject to the lien and pledge of this Assistance Agreement additional revenues, properties, or collateral which may legally be subjected;
- (c) to add to the conditions, limitations and restrictions on the issuance of bonds, other conditions, limitations and restrictions thereafter to be observed;
- (d) to add to the covenants and agreements of the Governmental Agency in this Assistance Agreement, other covenants and agreements thereafter to be incurred by the Governmental Agency or to surrender any right or power herein reserved to or conferred upon the Governmental Agency;
- (e) to effect the issuance of additional Parity Bonds; and/or
- (f) to modify the terms and conditions of this Assistance Agreement at the request of the Issuer in order to assist the Issuer in operating the Program or to maintain any rating the Issuer may have on its Program obligations.

Section 23. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 24. Waivers. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 25. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto shall become in default under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefore to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

Section 26. Signatures of Officers. If any of the officers whose signatures or facsimile signatures appear on this Assistance Agreement or any other document evidencing the Obligations cease to be such officers before delivery of the Obligations, such signatures shall nevertheless be valid for all purposes the same as if such officers had remained in office until

delivery, as provided by KRS 58.040 and KRS 61.390.

Section 27. Severability Clause. If any section, paragraph, clause or provision of this Assistance Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Assistance Agreement.

[Signature page follows]

nevertheless be valid for all purposes the same as if such officers had remained in office until delivery, as provided by KRS 58.040 and KRS 61.390.

Section 28. Severability Clause. If any section, paragraph, clause or provision of this Assistance Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Assistance Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By  _____
President

Attest:

By _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By  _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By Ashe Brunson III
Chairman

Attest:

By Steve H...
Secretary

EXHIBIT A

Debt Service Schedule

**KRWFC Flexible Term Program Series 2012 C
Sinking Fund Payment Schedule**

Borrower: Christian County Water District
Closing Date: 05/02/12

	Monthly Principal	Monthly Interest	Monthly Admin.Fees	Total Monthly Sinking Fund Payments
7/12-1/13	8,571.43	10,635.91	427.52	19,634.85
2/13-7/13	7,083.33	8,203.13	326.25	15,612.71
8/13-1/14	7,083.33	8,203.13	326.25	15,612.71
2/14-8/14	7,500.00	8,061.46	315.63	15,877.08
8/14-1/15	7,500.00	8,061.46	315.63	15,877.08
2/15-7/15	7,500.00	7,911.46	304.38	15,715.83
8/15-1/16	7,500.00	7,911.46	304.38	15,715.83
2/16-7/16	7,500.00	7,761.46	293.13	15,554.58
8/16-1/17	7,500.00	7,761.46	293.13	15,554.58
2/17-7/17	7,916.67	7,611.46	281.88	15,810.00
8/17-1/18	7,916.67	7,611.46	281.88	15,810.00
2/18-7/18	7,916.67	7,373.96	270.00	15,560.63
8/18-1/19	7,916.67	7,373.96	270.00	15,560.63
2/19-7/19	8,333.33	7,136.46	258.13	15,727.92
8/19-1-20	8,333.33	7,136.46	258.13	15,727.92
2/20-7/20	8,750.00	6,886.46	245.63	15,882.08
8/20-1/21	8,750.00	6,886.46	245.63	15,882.08
2/21-7/21	9,166.67	6,623.96	232.50	16,023.13
8/21-1/22	9,166.67	6,623.96	232.50	16,023.13
2/22-7/22	9,166.67	6,348.96	218.75	15,734.38
8/22-1/23	9,166.67	6,348.96	218.75	15,734.38
2/23-7/23	9,583.33	6,073.96	205.00	15,862.29
8/23-1/24	9,583.33	6,073.96	205.00	15,862.29
2/24-7/24	10,000.00	5,774.48	190.63	15,965.11
8/24-1/25	10,000.00	5,774.48	190.63	15,965.11
2/25-7/25	10,416.67	5,449.48	175.63	16,041.77
8/25-1/26	10,416.67	5,449.48	175.63	16,041.77
2/26-7/26	10,416.67	5,097.92	160.00	15,674.58
8/26-1/27	10,416.67	5,097.92	160.00	15,674.58
2/27-7/27	11,250.00	4,733.33	144.38	16,127.71
8/27-1/28	11,250.00	4,733.33	144.38	16,127.71
2/28-7/28	11,666.67	4,283.33	127.50	16,077.50
8/28-1/29	11,666.67	4,283.33	127.50	16,077.50
2/29-7/29	12,083.33	3,816.67	110.00	16,010.00
8/29-1/30	12,083.33	3,816.67	110.00	16,010.00
2/30-7/30	12,500.00	3,363.54	91.88	15,955.42
8/30-2/31	12,500.00	3,363.54	91.88	15,955.42
2/31-7/31	12,916.67	2,894.79	73.13	15,884.58
8/31-1/32	12,916.67	2,894.79	73.13	15,884.58
2/32-7/32	13,750.00	2,410.42	53.75	16,214.17
8/32-1/33	13,750.00	2,410.42	53.75	16,214.17
2/33-7/33	14,166.67	1,894.79	33.13	16,094.58
8/33-1/34	14,166.67	1,894.79	33.13	16,094.58
2/34-7/34	7,916.67	1,363.54	11.88	9,292.08
8/34-1/35	7,916.67	1,363.54	11.88	9,292.08
2/35-7/35	8,750.00	1,066.67	-	9,816.67
8/35-1/36	8,750.00	1,066.67	-	9,816.67
2/36-7/36	8,750.00	716.67	-	9,466.67
8/36-1/37	8,750.00	716.67	-	9,466.67
2/37-7/37	9,166.67	366.67	-	9,533.33
8/37-1/38	9,166.67	366.67	-	9,533.33
	<u>2,990,000.00</u>	<u>1,553,151.37</u>	<u>52,470.13</u>	<u>4,595,621.50</u>

**FIRST AMENDMENT AND SUPPLEMENT TO
ASSISTANCE AGREEMENT**

This First Amendment and Supplement to Assistance Agreement made and entered into as of February 27, 2013 (the "First Amendment to Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the "Issuer") and the Christian County Water District, P.O. Box 7, Hopkinsville, Kentucky 42241 (the "Governmental Agency"):

WITNESSETH

WHEREAS, the Issuer has established its Public Projects Flexible Term Program (the "Program") designed to provide financing for the expansion, addition and improvements of public projects for governmental entities under which the Issuer issued, in various series, its Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program) (the "Bonds") pursuant to a Trust Indenture dated as of April 4, 2001, as supplemented from time to time (collectively, the "Indenture") between the Issuer and Regions Bank, Nashville, Tennessee (as successor in interest to Fifth Third Bank and The Bank of New York Trust Company, N.A.), as trustee (the "Trustee"), the net proceeds of which will be applied for the benefit of such governmental entities by making loans, pursuant to assistance agreements; and

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2013B (the "Series 2013B Bonds") in the aggregate principal amount of \$17,365,000, pursuant to a Supplemental Trust Indenture No. 51, dated as of February 27, 2013 by and between the Issuer and the Trustee, which Series 2013B Bonds will rank on a parity with the Bonds and the proceeds of which will be used by certain Governmental Agencies to refinance outstanding Program loans from the Issuer which were used to acquire, construct and equip public projects described in various Assistance Agreements by and between the governmental entities and the Issuer; and

WHEREAS, the Governmental Agency entered into an Assistance Agreement (the "Assistance Agreement") with the Issuer on October 19, 2004, pursuant to which the Issuer provided the Governmental Agency with a loan dated October 19, 2004, in the original principal amount of \$2,305,000, from the proceeds of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2004B (the "Loan"); and

WHEREAS, the proceeds of the Loan were used to make improvements and extensions to the Governmental Agency's waterworks system (the "System"); and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable and in the public interest to amend and supplement the Assistance Agreement, in order to effect substantial debt service savings; and

WHEREAS, under the provisions of Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Governmental Agency is authorized to enter into this First Amendment to Assistance Agreement and to borrow the Obligations, as defined herein, to provide funds for the purpose stated in the Assistance Agreement; and

WHEREAS, the Issuer is willing to cooperate with the Governmental Agency in amending and supplementing the terms of the Loan to assist the Governmental Agency in achieving debt service savings upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained; and

WHEREAS, the Issuer and the Governmental Agency have determined to enter into this First Amendment to Assistance Agreement to set forth their respective duties, rights, covenants, and obligations with respect to the repayment of the Loan and the Obligations and the interest thereon;

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

Section 1. Definitions. Unless the context clearly indicates some other meaning or as otherwise set forth below, the words and terms defined in the Assistance Agreement shall apply for the purposes of this First Amendment and Supplement to Assistance Agreement. In addition, the following terms shall have the meanings set forth below:

"*Assistance Agreement*" refers to the Assistance Agreement between the Issuer and the Governmental Agency, dated October 19, 2004, authorizing the Loan.

"*First Amendment to Assistance Agreement*" refers to this First Amendment and Supplement to Assistance Agreement supplementing and amending the Assistance Agreement, which authorized the Loan and the Obligations.

"*Indenture*" means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 51, dated February 27, 2013, by and between the Issuer and the Trustee.

"*Interest Payment Date*" shall mean the 1st day of each month, commencing April 1, 2013 and continuing through and including January 1, 2029 or until the Loan has been paid in full.

"*Loan*" refers to the loan in the amount of \$2,305,000, dated October 19, 2004, to the Governmental Agency from the Issuer, as amended herein.

"Obligations" refers to the Loan originally authorized by the Assistance Agreement, which loan is supplemented, amended, modified and reauthorized by this First Amendment to Assistance Agreement, maturing January 1, 2029.

"Trustee" refers to Regions Bank, Nashville, Tennessee.

Section 2. Authorization of Obligations; Place of Payment; Manner of Execution. Section 3 of the Assistance Agreement is amended by the substitution of the following provisions:

That pursuant to the Constitution and laws of Kentucky, and particularly said Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Governmental Agency hereby authorizes this borrowing from the Program, for the purpose of providing funds for the Project.

Said Obligations shall mature in such principal amounts, and shall bear interest as set forth in **Exhibit A** attached hereto.

The principal of, redemption price, if any, and interest on the Obligations shall be payable in lawful money of the United States of America on the Interest Payment Date to the Trustee for the Program. Such payment shall be made by the Governmental Agency from funds on deposit in the Sinking Fund pursuant to the ACH Debit Direct Payment Method (the "ACH Method") as described and detailed in the ACH Debit Direct Payment Authorization Form (the "ACH Authorization Form") in a form as provided by the Trustee to the Governmental Agency. The ACH Authorization Form shall be completed, signed and forwarded to the Trustee prior to the Governmental Agency receiving any of the proceeds of the Loan.

Pursuant to the ACH Method, there shall be transferred to the Trustee on or before each Interest Payment Date, from the Sinking Fund, the amounts set forth as sinking fund payments on **Exhibit A** attached hereto.

In addition, in the event the Issuer is required to withdraw moneys from the Program Reserve Fund established pursuant to the Indenture to pay the principal of and interest on the Obligations and any other payments due under the Assistance Agreement as supplemented and amended by the First Amendment to Assistance Agreement on behalf of the Governmental Agency (the "Reserve Withdrawal"), the Governmental Agency shall pay to the Trustee, each amount set forth as sinking fund payments on **Exhibit A** attached hereto, pursuant to the ACH Method an amount equal to at least 1/12 of the Reserve Withdrawal, plus accrued interest thereon at the rate equal to the highest rate of interest paid by the investments making up the Program Reserve Fund until such Reserve Withdrawal has been replenished.

Section 3. Redemption. Section 4 of the Assistance Agreement is amended by the substitution of the following provisions:

(a) *Optional Redemption.* The Obligations maturing on and prior to January 1, 2023 shall not be subject to optional redemption prior to maturity. Subject to the prior written

approval of the Compliance Group, the Obligations maturing on or after January 1, 2024 are subject to optional redemption, in whole or in part, by the Governmental Agency prior to their stated maturity, at any time falling on or after January 1, 2023 at a redemption price equal to 100% of the principal amount of the Obligations called for redemption, plus unpaid interest accrued to the date of redemption.

Section 4. Revision of Debt Service Schedule and Amortization of Fees and Costs. Upon (i) the execution of this First Amendment to Assistance Agreement, (ii) the delivery of this First Amendment to Assistance Agreement to the Trustee, and (iii) certification of the Compliance Group that the Loan will continue to be accepted in the Program; the Issuer will amend the debt service schedule on the Governmental Agency's Loan as evidenced in the attached **Exhibit A**, which debt service schedule will amortize the fees and costs incurred by the Governmental Agency and any other pertinent expenses incident to the issuance, sale and delivery of the Obligations and such other appropriate expenses as may be approved by the Governmental Agency Chief Executive, including but not limited to the Governmental Agency's pro rata share of the Program's fees and expenses.

Section 5. Calculation of Revised Principal Amount of the Loan. The revised principal amount of the Loan is \$1,755,000, which amount was calculated as follows:

Outstanding principal balance of the Loan on February 27, 2013	1,717,000.00
Plus accrued interest from February 1 to February 27, 2013	5,493.48
Plus fee to bondholders for early call of the Loan	17,170.00
Plus net costs associated with amending the debt service on the Loan	35,432.75
Plus deposit to Governmental Agency's Sinking Fund (rounding)	805.86
Credit for current balance in Governmental Agency's Sinking Fund	<u>(20,902.09)</u>
 Revised principal amount of the Loan	 \$1,755,000.00

[Signature page follows]

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By  _____
President

Attest:

By _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By  _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By Ashley Brunson III
Chairman

Attest:

By Steve D. Hunt
Secretary

EXHIBIT A

Debt Service Schedule

**KRWFC Flexible Term Program Series 2013 B
Sinking Fund Payment Schedule**

Borrower: Christian County Water District
Closing Date: 02/27/13

	Monthly Principal	Monthly Interest	Total Monthly Sinking Fund Payments
4/13-7/13	9,500.00	5,131.60	14,631.60
8/13-1/14	9,500.00	3,998.65	13,498.65
2/14-8/14	7,916.67	3,816.56	11,733.23
8/14-1/15	7,916.67	3,816.56	11,733.23
2/15-7/15	7,916.67	3,634.48	11,551.15
8/15-1/16	7,916.67	3,634.48	11,551.15
2/16-7/16	8,333.33	3,452.40	11,785.73
8/16-1/17	8,333.33	3,452.40	11,785.73
2/17-7/17	8,750.00	3,260.73	12,010.73
8/17-1/18	8,750.00	3,260.73	12,010.73
2/18-7/18	8,750.00	3,059.48	11,809.48
8/18-1/19	8,750.00	3,059.48	11,809.48
2/19-7/19	9,166.67	2,858.23	12,024.90
8/19-1-20	9,166.67	2,858.23	12,024.90
2/20-7/20	9,583.33	2,647.40	12,230.73
8/20-1/21	9,583.33	2,647.40	12,230.73
2/21-7/21	9,583.33	2,379.06	11,962.40
8/21-1/22	9,583.33	2,379.06	11,962.40
2/22-7/22	10,000.00	2,110.73	12,110.73
8/22-1/23	10,000.00	2,110.73	12,110.73
2/23-7/23	10,416.67	1,830.73	12,247.40
8/23-1/24	10,416.67	1,830.73	12,247.40
2/24-7/24	10,833.33	1,526.04	12,359.38
8/24-1/25	10,833.33	1,526.04	12,359.38
2/25-7/25	11,250.00	1,195.63	12,445.63
8/25-1/26	11,250.00	1,195.63	12,445.63
2/26-7/26	11,250.00	852.50	12,102.50
8/26-1/27	11,250.00	852.50	12,102.50
2/27-7/27	12,083.33	481.25	12,564.58
8/27-1/28	12,083.33	481.25	12,564.58
2/28-7/28	2,500.00	82.50	2,582.50
8/28-1/29	2,500.00	82.50	2,582.50
	<u>1,755,000.00</u>	<u>442,770.86</u>	<u>2,197,770.86</u>

**FIRST AMENDMENT AND SUPPLEMENT TO
ASSISTANCE AGREEMENT**

This First Amendment and Supplement to Assistance Agreement made and entered into as of May 12, 2016 (the "First Amendment to Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the "Issuer") and the Christian County Water District, P.O. Box 7, Hopkinsville, Kentucky 42241 (the "Governmental Agency"):

WITNESSETH

WHEREAS, the Issuer has established its Public Projects Flexible Term Program (the "Program") designed to provide financing for the expansion, addition and improvements of public projects for governmental entities under which the Issuer issued, in various series, its Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program) (the "Bonds") pursuant to a Trust Indenture dated as of April 4, 2001, as supplemented from time to time (collectively, the "Indenture") between the Issuer and Regions Bank, Nashville, Tennessee (as successor in interest to Fifth Third Bank and The Bank of New York Trust Company, N.A.), as trustee (the "Trustee"), the net proceeds of which will be applied for the benefit of such governmental entities by making loans, pursuant to assistance agreements; and

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2016B (the "Series 2016B Bonds") in the aggregate principal amount of \$8,440,000, pursuant to a Supplemental Trust Indenture No. 65, dated as of May 12, 2016 by and between the Issuer and the Trustee, which Series 2016B Bonds will rank on a parity with the Series 2001 Bonds and the proceeds of which will be used by certain Governmental Agencies to acquire, construct and equip public projects described in various Assistance Agreements by and between the Governmental Agencies and the Issuer; and

WHEREAS, the Governmental Agency entered into an Assistance Agreement (the "Assistance Agreement") with the Issuer on October 19, 2005, pursuant to which the Issuer provided the Governmental Agency with a loan dated October 19, 2005, in the original principal amount of \$3,281,000, from the proceeds of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2005C (the "Loan"); and

WHEREAS, the proceeds of the Loan were used to advance refund the outstanding Christian County Water District Waterworks Revenue Bonds, Series 1999, dated October 1, 1999, in the original authorized principal amount of \$3,460,000, the proceeds of which bonds were to make improvements and extensions to the Governmental Agency's waterworks system (the "System"); and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable and in the public interest to amend and supplement the Assistance Agreement, in order to effect substantial debt service savings; and

WHEREAS, under the provisions of Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Governmental Agency is authorized to enter into this First Amendment to Assistance Agreement and to borrow the Obligations, as defined herein, to provide funds for the purpose stated in the Assistance Agreement; and

WHEREAS, the Issuer is willing to cooperate with the Governmental Agency in amending and supplementing the terms of the Loan to assist the Governmental Agency in achieving debt service savings upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained; and

WHEREAS, the Issuer and the Governmental Agency have determined to enter into this First Amendment to Assistance Agreement to set forth their respective duties, rights, covenants, and obligations with respect to the repayment of the Loan and the Obligations and the interest thereon;

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

Section 1. Definitions. Unless the context clearly indicates some other meaning or as otherwise set forth below, the words and terms defined in the Assistance Agreement shall apply for the purposes of this First Amendment and Supplement to Assistance Agreement. In addition, the following terms shall have the meanings set forth below:

"*Assistance Agreement*" refers to the Assistance Agreement between the Issuer and the Governmental Agency, dated October 19, 2005, authorizing the Loan.

"*First Amendment to Assistance Agreement*" refers to this First Amendment and Supplement to Assistance Agreement supplementing and amending the Assistance Agreement, which authorized the Loan and the Obligations.

"*Indenture*" means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 65, dated May 12, 2016, by and between the Issuer and the Trustee.

"*Interest Payment Date*" shall mean the 1st day of each month, commencing June 1, 2016 and continuing through and including January 1, 2030 or until the Loan has been paid in full.

"*Loan*" refers to the loan in the amount of \$3,281,000, dated October 19, 2005, to the Governmental Agency from the Issuer, as amended herein.

"*Obligations*" refers to the Loan originally authorized by the Assistance Agreement, which loan is supplemented, amended, modified and reauthorized by this First Amendment to Assistance Agreement, maturing January 1, 2030.

"*Trustee*" refers to Regions Bank, Nashville, Tennessee.

Section 2. Authorization of Obligations; Place of Payment; Manner of Execution. Section 3 of the Assistance Agreement is amended by the substitution of the following provisions:

That pursuant to the Constitution and laws of Kentucky, and particularly said Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Governmental Agency hereby authorizes this borrowing from the Program, for the purpose of providing funds for the Project.

Said Obligations shall mature in such principal amounts, and shall bear interest as set forth in **Exhibit A** attached hereto.

The principal of, redemption price, if any, and interest on the Obligations shall be payable in lawful money of the United States of America on the Interest Payment Date to the Trustee for the Program. Such payment shall be made by the Governmental Agency from funds on deposit in the Sinking Fund pursuant to the ACH Debit Direct Payment Method (the "ACH Method") as described and detailed in the ACH Debit Direct Payment Authorization Form (the "ACH Authorization Form") in a form as provided by the Trustee to the Governmental Agency. The ACH Authorization Form shall be completed, signed and forwarded to the Trustee prior to the Governmental Agency receiving any of the proceeds of the Loan.

Pursuant to the ACH Method, there shall be transferred to the Trustee on or before each Interest Payment Date, from the Sinking Fund, the amounts set forth as sinking fund payments on **Exhibit A** attached hereto.

In addition, in the event the Issuer is required to withdraw moneys from the Program Reserve Fund established pursuant to the Indenture to pay the principal of and interest on the Obligations and any other payments due under the Assistance Agreement as supplemented and amended by the First Amendment to Assistance Agreement on behalf of the Governmental Agency (the "Reserve Withdrawal"), the Governmental Agency shall pay to the Trustee, each amount set forth as sinking fund payments on **Exhibit A** attached hereto, pursuant to the ACH Method an amount equal to at least 1/12 of the Reserve Withdrawal, plus accrued interest thereon at the rate equal to the highest rate of interest paid by the investments making up the Program Reserve Fund until such Reserve Withdrawal has been replenished.

Section 3. Redemption. Section 4 of the Assistance Agreement is amended by the substitution of the following provisions:

(a) *Optional Redemption.* The Obligations maturing on and prior to January 1, 2026 shall not be subject to optional redemption prior to maturity. Subject to the prior written approval of the Compliance Group, the Obligations maturing on or after January 1, 2027 are subject to optional redemption, in whole or in part, by the Governmental Agency prior to their stated maturity, at any time falling on or after January 1, 2026 at a redemption price equal to 100% of the principal amount of the Obligations called for redemption, plus unpaid interest accrued to the date of redemption.

Section 4. Revision of Debt Service Schedule and Amortization of Fees and Costs. Upon (i) the execution of this First Amendment to Assistance Agreement, (ii) the delivery of this First Amendment to Assistance Agreement to the Trustee, and (iii) certification of the Compliance Group that the Loan will continue to be accepted in the Program; the Issuer will amend the debt service schedule on the Governmental Agency's Loan as evidenced in the attached **Exhibit A**, which debt service schedule will amortize the fees and costs incurred by the Governmental Agency and any other pertinent expenses incident to the issuance, sale and delivery of the Obligations and such other appropriate expenses as may be approved by the Governmental Agency Chief Executive, including but not limited to the Governmental Agency's pro rata share of the Program's fees and expenses.


Section 5. Calculation of Revised Principal Amount of the Loan. The revised principal amount of the Loan is \$2,225,000, which amount was calculated as follows:

Outstanding principal balance of the Loan on May 12, 2016	2,255,000.00
Plus accrued interest from February 1 to May 12, 2016	31,958.19
Plus fee to bondholders for early call of the Loan	22,550.00
Plus net costs associated with amending the debt service on the Loan	9,558.40
Plus deposit to Governmental Agency's Sinking Fund (rounding)	163.90
Credit for current balance in Governmental Agency's Sinking Fund	<u>(94,230.49)</u>
Revised principal amount of the Loan	\$2,225,000.00

[Signature page follows]

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By  _____
President

Attest:

By _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By 
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By Ashley Brunson
Chairman

Attest:

By [Signature]
Secretary

EXHIBIT A

Debt Service Schedule

**KRWFC Flexible Term Program Series 2016 B
Sinking Fund Payment Schedule**

Borrower: Christian County Water District
Closing Date: 05/12/16

	Monthly Principal	Monthly Interest	Monthly Admin.Fees	Total Monthly Sinking Fund Payments
6/16-1/17	15,000.00	5,321.64		20,321.64
2/17-7/17	10,833.33	4,631.25	438.54	15,903.13
8/17-1/18	10,833.33	4,631.25	438.54	15,903.13
2/18-7/18	12,083.33	4,306.25	411.46	16,801.04
8/18-1/19	12,083.33	4,306.25	411.46	16,801.04
2/19-7/19	12,083.33	3,943.75	381.25	16,408.33
8/19-1-20	12,083.33	3,943.75	381.25	16,408.33
2/20-7/20	12,916.67	3,581.25	351.04	16,848.96
8/20-1/21	12,916.67	3,581.25	351.04	16,848.96
2/21-7/21	12,500.00	3,322.92	318.75	16,141.67
8/21-1/22	12,500.00	3,322.92	318.75	16,141.67
2/22-7/22	12,916.67	3,072.92	287.50	16,277.08
8/22-1/23	12,916.67	3,072.92	287.50	16,277.08
2/23-7/23	13,750.00	2,814.58	255.21	16,819.79
8/23-1/24	13,750.00	2,814.58	255.21	16,819.79
2/24-7/24	13,750.00	2,539.58	220.83	16,510.42
8/24-1/25	13,750.00	2,539.58	220.83	16,510.42
2/25-7/25	14,166.67	2,127.08	186.46	16,480.21
8/25-1/26	14,166.67	2,127.08	186.46	16,480.21
2/26-7/26	14,583.33	1,702.08	151.04	16,436.46
8/26-1/27	14,583.33	1,702.08	151.04	16,436.46
2/27-7/27	15,000.00	1,337.50	114.58	16,452.08
8/27-1/28	15,000.00	1,337.50	114.58	16,452.08
2/28-7/28	15,000.00	925.00	77.08	16,002.08
8/28-1/29	15,000.00	925.00	77.08	16,002.08
2/29-7/29	15,833.33	475.00	39.58	16,347.92
8/29-1/30	15,833.33	475.00	39.58	16,347.92
2/30-7/30		-	-	-
	<u>2,225,000.00</u>	<u>459,923.13</u>	<u>38,800.00</u>	<u>2,723,723.13</u>

BOND RESOLUTION

CHRISTIAN COUNTY WATER DISTRICT

AUTHORIZING

CHRISTIAN COUNTY WATER DISTRICT

WATERWORKS REVENUE BONDS, SERIES 2018

IN THE PRINCIPAL AMOUNT OF

\$1,800,000

TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS; PURPOSE; AUTHORIZATION OF BONDS; SECURITY.	3
Section 101.	Definitions	3
Section 102.	Purpose	7
Section 103.	Construction Award Approved; Work Authorized	7
Section 104.	Declaration of Period of Usefulness	7
Section 105.	Authorization of Bonds	7
Section 106.	Recognition of Prior Bonds	8
Section 107.	Current Bonds Shall be Payable Out of Gross Revenues	8
Section 108.	Lien on Contracts	8
ARTICLE 2.	THE BONDS; BOND FORM; PREPAYMENT.	9
Section 201.	Principal Payments	9
Section 202.	Issuance of Current Bonds; Bond Form	9
Section 203.	Place of Payment and Manner of Execution	9
Section 204.	Provisions as to Prepayment	9
ARTICLE 3.	CONSTRUCTION ACCOUNT; INTERIM FINANCING; APPLICATION OF PROCEEDS; ARBITRAGE LIMITATIONS.	10
Section 301.	Construction Account; Application of Proceeds of Bonds; Other Transfers and Deposits	10
A.	Covenants Applicable if RD Purchases Current Bonds	10
B.	Application of Proceeds of Current Bonds	10
Section 302.	Interim Financing Authorization	12
A.	Interim Financing	12
B.	Multiple Advances by RD	14
Section 303.	Arbitrage Limitations on Investment of Proceeds	14
ARTICLE 4.	FLOW OF FUNDS	16
Section 401.	Funds	16
Section 402.	Flow of Funds	16

A.	Revenue Fund	16
B.	Prior Sinking Fund	16
C.	Current Sinking Fund	17
D.	Depreciation Fund	17
E.	Operation and Maintenance Fund	18
F.	Monthly Principal and Interest Payments if Requested by RD	18
G.	Surplus Funds	18
H.	Investment and Miscellaneous Provisions	18
Section 403.	Current Bonds are Subordinate to the Prior Bonds	19
ARTICLE 5.	COVENANTS OF DISTRICT	20
Section 501.	Rates and Charges	20
Section 502.	Books and Accounts; Audit	20
Section 503.	System to Continue to be Operated on Fiscal Year Basis; Annual Budget	20
Section 504.	General Covenants	21
Section 505.	Other Covenants Applicable So Long as RD Owns Any Bonds	22
Section 506.	Insurance on Motors, Tanks and Structures	22
ARTICLE 6.	INFERIOR BONDS AND PARITY BONDS	23
Section 601.	Inferior Bonds	23
Section 602.	Parity Bonds to Complete the Project	23
Section 603.	Parity Bonds to Finance Future Improvements	23
Section 604.	Covenants to be Complied with at Time of Issuance of Parity Bonds	25
Section 605.	Prepayment Provisions Applicable to Parity Bonds	25
Section 606.	Consent of the RD Regarding Future Bonds	25
Section 607.	Priority of Lien; Permissible Disposition of Surplus or Obsolete Facilities	25
ARTICLE 7.	DEFAULT AND CONSEQUENCES	27
Section 701.	Events of Default	27
Section 702.	Consequences of Event of Default	27
ARTICLE 8.	CONTRACTUAL PROVISIONS; GRANT APPROVAL; MISCELLANEOUS PROVISIONS.	28
Section 801.	Resolution Contractual with Bondowners	28
Section 802.	All Current Bonds are Equal	28

Section 803.	District Obligated to Refund Current Bonds Owned by Government Whenever Feasible; Defeasement Prohibited	28
Section 804.	Approval and Acceptance of RD Grant Agreement	29
Section 805.	Approval and Acceptance of CDBG Grant Agreement	29
Section 806.	Authorization, Ratification and Confirmation of Approval and Execution of Various Documents	29
Section 807.	Authorization of Condemnation to Acquire Easements and/or Sites	30
ARTICLE 9.	SALE OF CURRENT BONDS	31
Section 901.	Sale of Current Bonds	31
Section 902.	Adjustment in Maturities, Prepayment Provisions and Other Dates, with Consent of Purchaser if Delivery is Delayed	31
ARTICLE 10.	CONCLUDING PROVISIONS	31
Section 1001.	Covenant of District to Take All Necessary Action To Assure Compliance with the Code	32
Section 1002.	Severability Clause	33
Section 1003.	All Provisions in Conflict Repealed	33
Section 1004.	Effective Immediately Upon Adoption	33
EXHIBIT A - Schedule of Principal Payments		
EXHIBIT B - Form of Fully Registered Bond		
EXHIBIT C - Requisition Certificate		

BOND RESOLUTION

RESOLUTION OF THE CHRISTIAN COUNTY WATER DISTRICT AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF \$1,800,000 PRINCIPAL AMOUNT OF CHRISTIAN COUNTY WATER DISTRICT WATERWORKS REVENUE BONDS, SERIES 2018 FOR THE PURPOSE OF FINANCING THE COST (NOT OTHERWISE PROVIDED) OF THE CONSTRUCTION OF EXTENSIONS, ADDITIONS AND IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF SAID DISTRICT; SETTING FORTH TERMS AND CONDITIONS UPON WHICH SAID BONDS MAY BE ISSUED AND OUTSTANDING; PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SAID WATERWORKS SYSTEM; AND PROVIDING FOR AN ADVERTISED, PUBLIC, COMPETITIVE SALE OF SAID BONDS.

WHEREAS, the waterworks system (the "System") of the Christian County Water District (the "District") is owned and operated by said District pursuant to Chapters 58 and 74 of the Kentucky Revised Statutes (the "Act"), and

WHEREAS, the District presently has outstanding certain Prior Bonds (as hereinafter defined), which Prior Bonds are payable from and secured by a pledge of the revenues derived from the operation of the System, and

WHEREAS, all of the Prior Bonds presently outstanding are current as to payment of both principal and interest, and for the security of which a certain Sinking Fund and certain reserves are being maintained in the manner and by the means prescribed in the Prior Bond Resolution (as hereinafter defined) of the District, authorizing the Prior Bonds, and

WHEREAS, it is the desire and intent of the District at this time to authorize and provide for the issuance of revenue bonds in the principal amount of \$1,800,000 (the "Current Bonds"), for the purpose of financing the cost (not otherwise provided) of the construction of extensions, additions and improvements to the System of the District, in accordance with plans and specifications prepared by McGhee Engineering, Inc. and to prescribe the covenants of the District, the rights of Bondowners and the details of the issuance and sale of the proposed Current Bonds, and

WHEREAS, the District desires and intends that the Current Bonds be issued subject to the vested rights and priorities in favor of the owners of the outstanding Prior Bonds, and

WHEREAS, the District has filed an application with the Kentucky Public Service Commission requesting the issuance of a Certificate of Public Convenience and Necessity, authorizing the construction of said extensions, additions and improvements, and

WHEREAS, the proceeds of the Current Bonds will be supplemented by Grant Proceeds (as hereinafter defined) in the amount of approximately \$1,700,000, to provide the total cost of such construction,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CHRISTIAN COUNTY WATER DISTRICT AS FOLLOWS:

ARTICLE 1. DEFINITIONS; PURPOSE; AUTHORIZATION OF BONDS; SECURITY.

Section 101. Definitions. As used in this Resolution, unless the context requires otherwise:

"Act" refers to Chapters 58 and 74 of the Kentucky Revised Statutes.

"Beginning Month" refers to the month following the month in which the Current Bonds authorized herein are issued, sold and delivered to the Purchaser thereof.

"Bond Counsel" refers to an attorney or firm of attorneys recognized nationally as experts in the field of municipal bond law and shall be deemed to refer to Rubin & Hays, Louisville, Kentucky, or their successors.

"Bondowner" or "Owner" refer to registered Owners of the Current Bonds at the time issued and outstanding hereunder.

"Bonds" collectively refers to the outstanding Current Bonds, Prior Bonds and the Parity Bonds.

"Bonds of 2004" or "Series 2004 Bonds" refer to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 2004, dated June 30, 2004, in the original authorized principal amount of \$400,000.

"Bonds of 2008" or "Series 2008 Bonds" refer to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 2008, dated October 7, 2009, in the original authorized principal amount of \$1,850,000.

"Bond Resolution of 2004" or "2004 Bond Resolution" refer to the Resolution authorizing the Bonds of 2004, duly adopted by the Board of Commissioners of the District on November 6, 2003.

"Bond Resolution of 2008" or "2008 Bond Resolution" refer to the Resolution authorizing the Bonds of 2008, duly adopted by the Board of Commissioners of the District on May 1, 2008.

"CDBG Grant" refers to the Community Development Block Grant described in Section 805 of this Resolution.

"Chairman" refers to the elected or appointed Chairman or Chairperson of the Commission.

"Code" refers to the Internal Revenue Code of 1986, as amended, and the Treasury Regulations relating thereto.

"Commission" refers to the Board of Commissioners of the District, or such other body as shall be the governing body of said District under the laws of Kentucky at any given time.

"Construction Account" refers to the Christian County Water District Waterworks Construction Account, created in Section 301(B) of this Current Bond Resolution.

"Contractors" refers to the general contractors who have been employed by the District to construct the Project.

"Current Bond Resolution" or *"Resolution"* refer to this Resolution authorizing the Current Bonds.

"Current Bonds" refers to the \$1,800,000 of Christian County Water District Waterworks Revenue Bonds, Series 2018 authorized by this Resolution, to be dated as of the date of issuance thereof.

"Current Sinking Fund" refers to the Christian County Water District Waterworks Sinking Fund of 2018, created in Section 401 of this Resolution.

"Depository Bank" refers to the bank, which shall be a member of the FDIC, which bank is Planters Bank, Hopkinsville, Kentucky, or its successor.

"Depreciation Fund" refers to the Christian County Water District Waterworks Depreciation Reserve Fund, described in Section 402 of this Resolution.

"District" refers to the Christian County Water District, a public body created pursuant to Chapter 74 of the Kentucky Revised Statutes.

"Engineers" refers to the Engineers or any one of them, who prepared the plans and specifications for the construction of the Project and who will supervise the construction thereof and/or will furnish full time resident inspection of the construction of the Project, and shall be deemed to refer to McGhee Engineering, Inc., or a member of said firm, or their successors.

"Event of Default" refers to one or more of the Events of Default set forth in Section 701 of this Resolution.

"FDIC" refers to the Federal Deposit Insurance Corporation, or its successors.

"Fiscal Year" refers to the annual accounting period of the District, beginning on January 1 and ending on December 31 of each year.

"Funds" refers to the Construction Account, the Revenue Fund, the Current Sinking Fund, the Prior Sinking Fund, the Depreciation Fund and the Operation and Maintenance Fund.

"Government" refers to the United States of America, or any agency thereof, including RD.

"Grant Proceeds" refers to the proceeds of the RD Grant and the CDBG Grant.

"Independent Consulting Engineer" refers to a consulting engineer or a firm of consulting engineers of recognized excellent reputation in the field of waterworks system engineering, and such definition includes the Engineers named above.

"Interim Lender" refers to Kentucky Rural Water Finance Corporation, Bowling Green, Kentucky, its successors or assigns; or any other financial institution or governmental agency approved by the District.

"KRWFC 2012C Loan" refers to the outstanding Kentucky Rural Water Finance Corporation Series 2012C Loan to the District dated May 2, 2012.

"KRWFC 2013B Loan" refers to the outstanding Kentucky Rural Water Finance Corporation Series 2013B Loan to the District dated February 27, 2013.

"KRWFC 2016B Loan" refers to the outstanding Kentucky Rural Water Finance Corporation Series 2016B Loan to the District dated May 12, 2016.

"KRWFC Loans" refers collectively to the outstanding KRWFC 2012C Loan, the KRWFC 2013B Loan and the KRWFC 2016B Loan.

"Local Counsel" refers to John P. Kirkham, Hopkinsville, Kentucky, or any other attorney or firm of attorneys designated by the District.

"Multiple Advances" refers to the advance of loan funds from the RD as described in Section 302 of this Resolution.

"Note" refers to a single note or any number of notes, in such form as may be prescribed by the Interim Lender, including any revenue bond anticipation notes issued pursuant to Chapter 58 of the Kentucky Revised Statutes, including any renewal or extensions of the Note, issued by the District evidencing the interim financing for the Project as prescribed in Section 302 of this Resolution.

"Operation and Maintenance Fund" refers to the Christian County Water District Waterworks Operation and Maintenance Fund described in Section 401 of this Resolution.

"Outstanding Bonds" refers to the outstanding Bonds, and does not refer to, nor include, any Bonds for the payment of the principal and interest of which sufficient funds will have been deposited and earmarked for payment of Bonds; provided all Outstanding Bonds of any series held by the RD shall be deemed to constitute Outstanding Bonds until paid regardless of the deposit of funds to pay for same.

"Parity Bonds" refers to bonds which may be issued in the future which, pursuant to this Resolution, rank on a basis of parity with the outstanding Bonds, as to priority, security and source

of payment, and does not refer to bonds which might be issued so as to rank inferior to the security and source of payment of the outstanding Bonds.

"Prior Bonds" refers collectively to the Series 2004 Bonds, the Series 2008 Bonds and the KRWFC Loans.

"Prior Bond Resolution" refers collectively to the 2004 Bond Resolution and the 2008 Bond Resolution.

"Prior Sinking Fund" refers to the Christian County Water District Waterworks Revenue Bonds Prior Sinking Fund, described in Section 401 of this Resolution.

"Project" refers specifically to the construction of the currently proposed extensions, additions and improvements to the System of the District, which Project is being financed by the Current Bonds and by other funds.

"Purchaser" refers to the agency, person, firm or firms, or their successors, to whom the Current Bonds herein authorized are awarded at the public sale of the Current Bonds.

"RD" refers to the United States Department of Agriculture, acting through Rural Development.

"RD Grant" refers to the RD grant described in Section 804 of this Resolution.

"Required Signatures" refers to the signatures necessary to be obtained with reference to the approval of the expenditures to be made from the Construction Account, which required signatures shall consist of the signatures of (1) the Chairman; (2) the Engineers; and (3) the Purchaser; provided, however, any expenditures for issuance and administrative costs and the costs of any equipment which is not permanently affixed to the real estate shall not require the signature or the approval of the Engineers.

"Revenue Fund" refers to the Christian County Water District Waterworks Revenue Bonds, described in Section 401 of this Resolution.

"Secretary" refers to the elected or appointed Secretary of the Commission.

"System" refers to the existing waterworks system of the District, together with all extensions, additions and improvements to said System.

"Treasurer" refers to the elected or appointed Treasurer of the Commission.

"U.S. Obligations" refers to bonds or notes which are the direct obligations of the United States of America, or obligations the principal of and interest on which are guaranteed by the United States of America.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa. Unless otherwise indicated, references to Articles or Sections refers to those in this Resolution.

Section 102. Purpose. The Current Bonds shall be issued for the purpose of financing the cost (not otherwise provided) of the Project, as set out in the plans and specifications prepared by the Engineers. The Commission hereby declares the System of the District, including the extensions, additions and improvements to be constructed, to constitute a revenue producing public project, and said System shall continue to be owned, controlled, operated and maintained by the District as a revenue producing public project pursuant to the Act, so long as any Bonds remain outstanding.

Section 103. Construction Award Approved; Work Authorized. The Commission hereby authorizes, approves, ratifies and confirms its previous action in advertising for and taking steps toward awarding the contracts for the construction of the Project to the lowest and best bidders, and further approves the action of the District officials in entering into formal contracts with said bidders, subject to the necessary approvals being obtained. Authority is hereby given for undertaking the construction of the Project according to the plans and specifications heretofore prepared by the Engineers for the District, after all necessary approvals have been obtained.

Section 104. Declaration of Period of Usefulness. The Commission hereby declares that the period of usefulness of the System is more than forty (40) years from the date of completion of the Project.

Section 105. Authorization of Bonds. The District has heretofore determined that the total cost of the Project, including preliminary expenses, land and rights-of-way, engineering expense, capitalized interest during construction, legal and administrative costs, publication costs, initial deposits required and all incidental expenses, will not exceed \$3,500,000. Therefore, it is hereby determined to be necessary in order for the District to finance the cost (not otherwise provided) of the Project that the District issue a total of \$1,800,000 of Current Bonds, based on the following calculation:

Total cost of Project		\$3,500,000
Less:		
	RD Grant	\$ 700,000
	CDBG Grant	<u>1,000,000</u>
	Total Non-Bond Funds:	<u>(1,700,000)</u>
	Balance to be financed by Current Bonds	\$1,800,000

Accordingly, for the purpose of financing the cost (not otherwise provided) of the Project, under the provisions of the Act, there is hereby authorized to be issued and sold \$1,800,000 principal amount of Christian County Water District Waterworks Revenue Bonds, Series 2018.

The Current Bonds shall be dated as of the date of delivery to the Purchaser thereof; shall bear interest from such date at such interest rate as may be fixed by supplemental resolution as a result of the advertised sale and competitive bidding for such Current Bonds, as hereinafter provided; and shall be issued and delivered as prescribed in Section 202 hereof.

Interest on the Current Bonds shall be payable semiannually on January 1 and July 1 of each year, provided that the first interest payment period will cover interest only from the date of delivery of the Current Bonds to the ensuing January 1 or July 1, as the case may be. Principal of the Current Bonds shall be payable on January 1 of each of the respective years until maturity, as set out in Section 201 hereof.

Section 106. Recognition of Prior Bonds. The District hereby expressly recognizes and acknowledges that the District has previously created for the benefit and protection of the owners of the Prior Bonds, a certain lien and pledge and certain security rights relating to the System, all as set forth in the Prior Bonds and in the Prior Bond Resolution.

Section 107. Current Bonds Shall be Payable Out of Gross Revenues. The Current Bonds, and any additional Parity Bonds that may be issued under the conditions and restrictions hereinafter set forth, shall be secured by and payable out of the gross revenues of the System, after providing for all of the principal and interest requirements of the outstanding Prior Bonds.

Section 108. Lien on Contracts. In addition to the revenue pledge securing the Bonds, a lien is hereby created and granted in favor of the Bondowners on all contracts, and on all other rights of the District pertaining to the System, enforceable by assignment to any receiver or other operator proceeding by authority of any court.

ARTICLE 2. THE BONDS; BOND FORM; PREPAYMENT.

Section 201. Principal Payments. Principal payments due on the Current Bonds shall be as set forth in the schedule of maturities set out in **Exhibit A** attached to this Resolution and incorporated herein.

Section 202. Issuance of Current Bonds; Bond Form. The Purchaser of the Current Bonds at the public sale shall take delivery of the Current Bonds in the form of one or more fully registered bonds, as set forth in **Exhibit B** attached hereto and incorporated herein, amounting in the aggregate to the principal amount of the Current Bonds authorized herein, maturing as to principal as set out in Section 201. The Current Bonds shall be numbered R-1 and consecutively upward thereafter. Such Current Bonds shall, upon appropriate execution on behalf of the District as prescribed, constitute the entire bond issue herein authorized, shall be negotiable (subject to registration requirements as to transferability), registered as to principal and interest and payable as directed by the registered Owner.

Section 203. Place of Payment and Manner of Execution. Both principal of and interest on the Current Bonds shall be payable at the place and in the manner set out in the form of such Current Bond. The Current Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Chairman of the District, with the Corporate Seal of the District affixed thereto and attested by the manual or facsimile signature of the Secretary of said District.

If either of the officers whose signatures appear on the Current Bonds ceases to be such officer before delivery of said Current Bonds, such signatures shall nevertheless be valid for all purposes the same as if such officers had remained in office until delivery.

Section 204. Provisions as to Prepayment. Except when all of the Current Bonds are held by the Government, principal maturities falling due prior to January 1, 2028, shall not be subject to prepayment. Principal maturities falling due on and after January 1, 2028, shall be subject to prepayment by the District on any date falling on and after January 1, 2027, at par plus accrued interest, without any prepayment penalty.

So long as all of the Current Bonds are owned by the Government, all or any of the Current Bonds, or in a multiple of \$100, may be prepaid at any time in inverse chronological order of the principal maturities due, at par plus accrued interest without any prepayment penalty.

Notice of such prepayment shall be given by certified mail to the Bondowner or his assignee, at least 30 days prior to the date fixed for prepayment. Notice of such prepayment may be waived with the written consent of the Bondowner.

**ARTICLE 3. CONSTRUCTION ACCOUNT; INTERIM FINANCING;
APPLICATION OF PROCEEDS; ARBITRAGE LIMITATIONS.**

Section 301. Construction Account; Application of Proceeds of Bonds; Other Transfers and Deposits. The Treasurer, or such other District official as shall be designated by the Commission, shall be the custodian of all funds belonging to and associated with the System. All moneys in excess of the amount insured by the FDIC in the Construction Account shall be secured by the Depository Bank in accordance with U. S. Treasury Department Circular No. 176. The officials of the District entrusted with the receipt and disbursement of revenues of the System and the custody of valuable property shall be covered by a fidelity bond in the amount of not less than \$200,000 (the "Fidelity Bond"), or such larger amount as the RD may require, which Fidelity Bond shall be effective and secured by a surety company approved by the RD so long as it is owner of any of the Current Bonds. The RD and the District shall be named co-obligees in such Fidelity Bond and the amount thereof shall not be reduced without the written consent of the RD. Whenever sums in the Funds shall exceed \$200,000, the Fidelity Bond shall be increased accordingly as requested by and with the approval of the RD.

A. Covenants Applicable if RD Purchases Current Bonds. It is acknowledged that all covenants herein with reference to the necessity for approval of the RD, the necessity of observing RD regulations and procedures and the necessity of using RD forms (the "RD Forms"), shall apply only if the RD is the Purchaser of the Current Bonds and only so long as the RD holds the Current Bonds thereafter. In the event that the RD shall not be the Purchaser of the Current Bonds, or, after purchasing same, shall sell or transfer the Current Bonds to an Owner who shall not be the Government, all covenants herein with reference to the necessity for approval of the RD, the necessity of observing RD regulations and procedures, and the necessity of using RD Forms, shall not be applicable.

B. Application of Proceeds of Current Bonds. The proceeds of the Current Bonds shall be applied as follows:

(1) Payment of Interim Financing, Costs of Project and Costs of Issuance. Simultaneously with the delivery of the Current Bonds, there shall immediately be paid to the Interim Lender (or the RD if Multiple Advances are made) an amount sufficient to pay principal of and interest on any temporary loans borrowed by the District in anticipation of the sale and delivery of the Current Bonds and/or of the receipt of Grant Proceeds. Also, at the time of delivery of the Current Bonds, there shall be paid all amounts then due and payable in connection with the costs of the Project and in connection with the issuance of the Current Bonds.

(2) Construction Account. If and to the extent that the proceeds of the Current Bonds shall be in excess of the amount necessary to pay the interest, principal and costs referred to in subparagraph B(1) of this Section, such excess amount shall immediately be deposited in the "Christian County Water District Waterworks Construction Account" hereby created, which shall be established at the Depository Bank. There shall also be

deposited in said Construction Account the Grant Proceeds, as and when received, or said Grant Proceeds may be applied, to the extent necessary, to liquidate or reduce any interim financing owed by the District at the time of receipt of Grant Proceeds.

(3) Withdrawal of Funds From Construction Account. Prior to the expenditure by the District of any moneys from the Construction Account, the District must obtain written approval from the RD as to such expenditures, if the RD is the Owner of any Outstanding Bonds. The proceeds of said Construction Account shall be withdrawn only on checks signed by the Chairman, the Treasurer (or by such other official of the District as may be authorized by the Commission), provided such official shall be covered by the Fidelity Bond required by Section 301 of this Resolution, in payment for services and/or materials supplied in connection with the Project, as evidenced by (1) a Requisition Certificate; and (2) invoices and/or partial payment estimates bearing the written approval of the Engineers and the Chairman (or by such other official of the District as may be authorized by the Commission), and which invoices and/or partial payment estimates must have been reviewed and approved for payment by the designated RD official.

Written approval or certification of the Engineers shall not be required for matters not under the jurisdiction of the Engineers, such as legal fees, land acquisition and related items.

During construction, the District shall disburse Construction Account funds in a manner consistent with RD Instruction 1780.

The District shall prepare and submit any and all RD Forms required by the RD. Periodic audits of the District's Construction Account records shall be made by RD as determined by it to be necessary.

(4) Transfer of Capitalized Interest to Current Sinking Fund. There shall be transferred from the Construction Account an amount sufficient to provide for capitalized interest (initially estimated at \$35,000) during the construction of the Project, as approved by the Engineers and by the RD. If and to the extent not theretofore expended in paying interest on interim financing and if and to the extent then needed to pay interest during the remaining period of construction of the Project, such amount so transferred from the Construction Account shall be deposited in the Current Sinking Fund.

(5) Investment of Funds in Construction Account. Pending disbursement of amounts on deposit in the Construction Account, all such funds, or such portion of said amounts on deposit in said Construction Account as is designated by the Commission, shall be invested for the benefit of such Construction Account in Certificates of Deposit, savings accounts or U.S. Obligations which may be converted readily into cash, having a maturity date prior to the date when the sums invested will be needed for costs of the Project (as determined by the Engineers, the Chairman and the RD), provided that to the extent that any amounts on deposit in said Depository Bank shall cause the total deposits of

the District in said Depository Bank to exceed the amount insured by the FDIC, the same shall be continuously secured by a valid pledge of U.S. Obligations, having an equivalent market value, in conformity with Section 66.480 of the Kentucky Revised Statutes. Investments in Certificates of Deposit or savings accounts may be made only in such Certificates or accounts of an FDIC bank. Any such investments will be a part of the Construction Account, and income from such investments will be credited to the Construction Account. All such investments shall be subject to the limitations set out in Section 303 hereof.

(6) Statements of Contractors, Engineers and Attorneys as to Payment. Prior to the delivery of the Current Bonds, if the RD is the Purchaser of the Current Bonds, the District will be required to provide the RD with statements from the Contractors, Engineers and attorneys for the District that they have been paid to date in accordance with their contract or other agreements and, in the case of any Contractor, that he has paid his suppliers and subcontractors. Any exceptions must be authorized under RD Instruction 1780.

(7) Disposition of Balance in Construction Account After Completion of Project. When the Project has been completed and all construction costs have been paid in full, as certified by the Engineers for the District and/or by the RD, any balance then remaining in the Construction Account may, with the consent of the RD, be applied to the cost of constructing additional extensions, additions and improvements to the System (the "Additional Construction"). If such Additional Construction is to be undertaken by the Contractors previously engaged in the Project, such Additional Construction may be authorized by a change order.

If there is a balance remaining in the Construction Account after such Additional Construction, such balance (subject to legal requirements as to possible refund of any allocated portion of the balance derived from Grant Proceeds) shall be transferred to the Current Sinking Fund, whereupon said Construction Account shall be closed. Such remaining balance in the Construction Account so transferred to the Current Sinking Fund shall be used by the District immediately to prepay principal installments due on the Current Bonds in the inverse order of maturities without prepayment penalty, provided further that any balance insufficient to prepay at least \$100 of the principal payment falling due in any year on the Bonds will be transferred to the Depreciation Fund.

Section 302. Interim Financing Authorization.

A. Interim Financing. The District shall use interim financing for the Project during construction of that portion of the cost of the Project financed by the Current Bonds, if available at reasonable rates and terms.

The borrowing of up to the aggregate sum of \$1,800,000 from the Interim Lender is hereby authorized; and the Chairman is hereby authorized to execute the Note in the name and on

behalf of the District. Each advance under the Note shall evidence a loan by the Interim Lender to the District for services rendered and/or materials supplied in connection with the Project, as evidenced by a Requisition Certificate.

Interim financing shall be disbursed as follows:

(1) At the direction of the District, the Interim Lender shall disburse the proceeds of the Note by cashier's checks directly to the parties entitled thereto as set forth in the Requisition Certificate; or

(2) At the direction of the District, the Interim Lender shall deposit the proceeds of the Note in the Construction Account, in which event amounts of the District on deposit therein shall, until expended to the extent that same shall exceed the amount insured by the FDIC, be fully secured by a pledge of U.S. Obligations.

The aggregate of the principal amount of all Notes shall not exceed \$1,800,000. Each Note which is renewed or superseded shall be simultaneously cancelled by the Interim Lender and transmitted to the Treasurer. The rate of interest applicable to each Note shall not exceed a reasonable rate, which rate is subject to the approval of the RD.

The total authorized interim financing of \$1,800,000 shall be the maximum indebtedness which the District may owe at any one time to the Interim Lender for the purpose of providing temporary construction financing for the Project; provided, however, that the District may reduce the amount owed by the District to the Interim Lender from time to time as and when funds are available to the District, whether derived from the proceeds of the Grant Proceeds, the proceeds of the sale of the Current Bonds or otherwise, and may reborrow from the Interim Lender additional amounts in anticipation of the further receipt by the District of additional proceeds from the Current Bonds and/or Grant Proceeds.

The District hereby covenants and agrees with the Interim Lender that upon the issuance and delivery of the Current Bonds and/or the receipt of said Grant Proceeds, the District will apply the proceeds thereof, to whatever extent may be necessary, in payment of the principal amount of the Note, together with accrued interest thereon to the date of such payment; and the proceeds of the Current Bonds and Grant Proceeds are hereby pledged therefor, and such pledge shall constitute a first and prior charge against said proceeds.

Although the proceeds of the Current Bonds and Grant Proceeds are pledged to the repayment of said interim financing, it is recognized that the Grant Proceeds may be applied to the extent required at the time of receipt of the Grant Proceeds, to the payment of costs of the Project due and owing by the District at the time of receipt of such Grant Proceeds, rather than to the repayment of portions of the interim financing at that time. If and to the extent that the Grant Proceeds are in excess of any costs of the Project due and owing at the time of receipt thereof, such Grant Proceeds may be applied, in the same manner as set out hereinabove, to the reduction of the amount of the interim financing, after which, such interim financing may again be increased as

theretofore. The District further pledges the revenues of the System to the repayment of said interim financing, subject to the vested rights and priorities of the pledges securing the Outstanding Bonds.

It is understood that the foregoing constitutes an alternative method of obtaining interim financing, and does not preclude the authorization and sale, by public advertisement or otherwise, of bond anticipation notes and/or grant anticipation notes to the most favorable bidder on the open market, by concurrent or subsequent proceedings of the District.

B. Multiple Advances by RD. In the event the Current Bonds are purchased by the RD, and in the event the District is unable to obtain a commitment for interim financing for the Project from any Interim Lender at reasonable rates and terms, the Chairman is authorized to request Multiple Advances of loan funds from the RD.

If the RD agrees to make Multiple Advances to the District pending the delivery of the Current Bonds, the Chairman is hereby authorized to execute in the name and on behalf of the District any number of Notes. Each such Note, evidencing an advance of funds by the RD to the District, shall be in the form prescribed by the RD.

Each request for an advance from the RD shall be accompanied by a Requisition Certificate. The District will also furnish to the RD, prior to the receipt of each Multiple Advance, whatever additional documentation shall be requested by the RD, including an updated supplemental title opinion of Local Counsel and an updated supplemental preliminary legal opinion of Bond Counsel.

The proceeds of any Multiple Advances shall be either (i) disbursed directly to the parties entitled thereto for services and/or materials supplied in connection with the Project; or (ii) deposited into the Construction Account and disbursed in accordance with the provisions of Section 301 hereof, in which event amounts on deposit in such Construction Account shall, until expended, to the extent that same shall exceed the amount insured by the FDIC, be fully secured by a pledge of U.S. Obligations.

The proceeds of the Current Bonds are hereby pledged to the repayment of such Multiple Advances, and such pledge shall constitute a first and prior pledge against such proceeds. The District further pledges the revenues of the System to the repayment of said Multiple Advances, subject to the vested rights and priorities of the pledges securing the Outstanding Bonds.

Section 303. Arbitrage Limitations on Investment of Proceeds. The District covenants and certifies, in compliance with the Code, on the basis of known facts and reasonable expectations on the date of adoption of this Resolution, that it is not expected that the proceeds of the Current Bonds will be used in a manner which would cause the Current Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The District covenants to the Owners of the Current Bonds that (1) the District will make no use of the proceeds of said Current Bonds which, if such use had been reasonably expected on the date of issue of such Current Bonds, would have caused such

Current Bonds to be "arbitrage bonds"; and (2) the District will comply with all of the requirements of the Code to whatever extent is necessary to assure that the Current Bonds shall not be treated as or constitute "arbitrage bonds" and that the interest on the Bonds shall be excludable from gross income for federal income tax purposes.

Prior to or at the time of delivery of the Current Bonds, the Chairman and/or the Treasurer (who are jointly and severally charged with the responsibility for the issuance of the Current Bonds) are authorized to execute such certifications as shall be required by Bond Counsel, setting out all known and contemplated facts concerning the anticipated construction, expenditures and investments, including the execution of necessary and/or desirable certifications of the type contemplated by Section 148 of the Code in order to assure that interest on the Current Bonds shall be excludable from gross income for federal income tax purposes and that the Current Bonds will not be treated as "arbitrage bonds".

ARTICLE 4. FLOW OF FUNDS.

Section 401. Funds. There was heretofore created in the Prior Bond Resolution the following funds and accounts:

- (a) Christian County Water District Waterworks Revenue Sinking Fund
- (b) Christian County Water District Depreciation Reserve Fund
- (c) Christian County Water District Operation and Maintenance Fund

The is hereby created and established in this Resolution the Christian County Water District Waterworks Revenue Bond Sinking Fund of 2018.

All of the Funds shall be maintained with the Depository Bank so long as any Bonds remain outstanding subject to the right of the District to designate a different depository bank.

Section 402. Flow of Funds. All proceedings preliminary to and in connection with the issuance of the Outstanding Bonds, including provisions made for (i) the receipt, custody and application of the proceeds of the Outstanding Bonds; (ii) the operation of the System on a revenue-producing basis; (iii) the segregation, allocation and custody of the revenues derived from the operation of the System; (iv) the enforcement and payment of the Outstanding Bonds and (v) the depreciation of the System; and all other covenants for the benefit of Bondowners set out in the Prior Bond Resolution, are hereby ratified and confirmed and shall continue in force and inure to the security and benefit of the Outstanding Bonds, the same as if such provisions and proceedings were set out in full herein; provided, further, that after the issuance of the Current Bonds, the income and revenues of the System shall be collected, segregated, accounted for and distributed as follows:

A. Revenue Fund. The District covenants and agrees that it will continue to deposit in the Revenue Fund, promptly as received from time to time, all revenues of the System, as same may be extended and improved from time to time. The moneys in the Revenue Fund shall continue to be used, disbursed and applied by the District only for the purpose and in the manner and order of priorities specified in the Prior Bond Resolution, as hereinafter modified by this Resolution, all as permitted by the Act, and in accordance with previous contractual commitments.

B. Prior Sinking Fund. There shall be transferred from the Revenue Fund and deposited into the Prior Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Prior Bonds, a sum equal to the total of the following:

- (1) A sum equal to one-sixth (1/6) of the next succeeding interest payment to become due on all Prior Bonds then outstanding, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of all of the Prior Bonds maturing on the next succeeding principal payment date.

Said Prior Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying the principal of and interest on the Prior Bonds.

C. Current Sinking Fund. At or after the time that the Current Bonds have been delivered, there shall be transferred from the Construction Account into the Current Sinking Fund an amount sufficient (currently estimated at \$35,000) to provide for capitalized interest during the construction of the Project, if and to the extent not theretofore expended in paying interest on interim financing and if and to the extent then needed to pay interest during the remaining period of construction of the Project.

After the monthly transfers required in the preceding paragraphs have been paid from the Revenue Fund, there shall next be transferred monthly from said Revenue Fund and deposited into the Current Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Current Bonds, a sum equal to the total of the following:

- (1) An amount equal to one-sixth (1/6) of the next succeeding six-month interest payment to become due on the Current Bonds then outstanding, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of any Current Bonds maturing on the next succeeding January 1.

The Current Sinking Fund is hereby pledged for the payment of the interest and the principal of the Current Bonds, but subject to the vested rights and priorities of the Prior Bonds.

D. Depreciation Fund. It is hereby determined that upon the issuance of the Current Bonds, and upon completion of the Project, as certified by the Engineers and by the RD, there shall next be transferred from the Revenue Fund the sum of at least \$670 each month which shall be deposited into the Depreciation Fund until there is accumulated in such Depreciation Fund the sum of at least \$80,400, which amount shall be maintained, and when necessary, restored to said sum of \$80,400, so long as any of the Current Bonds are outstanding and unpaid.

As further security for the Bondowners and for the benefit of the District, it has been and is hereby provided that in addition to the monthly transfers required to be made from the Revenue Fund into the Depreciation Fund, there shall be deposited into said Depreciation Fund all proceeds of connection fees collected from potential customers (except the amounts necessary to pay the actual costs and service connections applicable to said potential customers) to aid in the financing of the cost of future extensions, additions and improvements to the System, plus the proceeds of any property damage insurance (not otherwise used to replace damaged or destroyed property); and any such amounts or proceeds so deposited shall be used solely and only for the purposes intended.

Moneys in the Depreciation Fund may be withdrawn and used by the District, upon appropriate certification of the Commission, for the purpose of paying the cost of unusual or extraordinary maintenance, repairs, renewals and replacements not included in the annual budget of

current expenses and/or of paying the costs of constructing future extensions, additions and improvements to the System which will either enhance its revenue-producing capacity or will provide a higher degree of service, and when necessary, for the purpose of making payments of principal and interest on the Bonds if the amount on deposit in the Sinking Fund is not sufficient to make such payments.

E. Operation and Maintenance Fund. There shall next be transferred monthly from the Revenue Fund and deposited into said Operation and Maintenance Fund, sums sufficient to meet the current expenses of operating and maintaining the System. The balance maintained in said Operation and Maintenance Fund shall not be in excess of the amount required to cover anticipated System expenditures for a two-month period pursuant to the District's annual budget.

F. Monthly Principal and Interest Payments if Requested by the RD. So long as any of the Bonds are held or insured by the RD, the District shall, if requested by the RD, make the payments required by this Section 402, in monthly installments to the RD or to the insured Owners of the Bonds.

G. Surplus Funds. Subject to the provisions for the disposition of the income and revenues of the System as set forth hereinabove, which provisions are cumulative, and after paying or providing for the payment of debt service on any subordinate obligations, there shall be transferred, within sixty days after the end of each fiscal year, the balance of excess funds in the Revenue Fund on such date, to the Depreciation Fund for application in accordance with the terms of this Resolution or to the Sinking Fund to be applied to the maximum extent feasible, to the prompt purchase or redemption of Outstanding Bonds.

H. Investment and Miscellaneous Provisions. All monies in the Sinking Fund and the Depreciation Fund shall be deposited in the Depository Bank, or such portion thereof as is designated by the Commission. All monies in the Sinking Fund and the Depreciation Fund shall be invested for the benefit of such respective Funds in Certificates of Time Deposit or savings accounts of the Depository Bank or in U.S. Obligations which may be converted readily into cash, having a maturity date prior to the date when the sums invested will be needed for the purposes for which such funds may be expended, provided that to the extent that any amount of the District on deposit in the Depository Bank shall cause the total deposits of the District in said Depository Bank to exceed the amount insured by the FDIC, such excess amount shall be continuously secured by a valid pledge of U.S. Obligations, having an equivalent market value, in conformity with Section 66.480 of the Kentucky Revised Statutes.

Any such investments will be a part of the respective Funds from which the proceeds invested are derived, and income from such investments will be credited to such respective Funds. All investments of funds derived from proceeds of the Outstanding Bonds shall be subject to the applicable limitations set out in Section 303 hereof.

All payments into the Funds shall be made on or before the twentieth (20th) day of each month, except that when the twentieth (20th) day of any month shall be a Saturday, Sunday or a legal holiday, then such payment shall be made on the next succeeding business day.

All monies held in any of the Funds shall be kept apart from all other District funds and shall be deposited in the Depository Bank, and all such deposits which cause the aggregate of all deposits of the District therein to be in excess of the amount secured by FDIC, shall (unless invested as herein authorized) be secured by a surety bond or bonds or by a pledge of U.S. Obligations, having a market value equivalent to such deposit.

The Treasurer shall keep appropriate records as to payment of principal and interest installments and as to payment of principal of and interest on any Bonds.

Section 403. Current Bonds are Subordinate to the Prior Bonds. It is hereby certified and declared that the Current Bonds shall be subordinate to the lien and pledge of the Prior Bonds on the gross revenues of the System.

ARTICLE 5. COVENANTS OF DISTRICT

Section 501. Rates and Charges. The District shall charge such rates and charges for all services and facilities rendered by the System, which rates and charges shall be reasonable, taking into account and consideration the cost and value of the System, the cost of maintaining, repairing and operating same and the amounts necessary for the payment of principal of and interest on Outstanding Bonds against the System. The District shall charge such rates and charges as shall be adequate to meet the requirements of Articles 4 and 5 hereof.

The District covenants that it will not reduce the rates and charges for the services rendered by the System without first filing with the Secretary a certification of an Independent Consulting Engineer that the annual net revenues (defined as gross revenues less operating expenses) of the then existing System for the fiscal year preceding the year in which such reduction is proposed, as such annual net revenues are adjusted, after taking into account the projected reduction in annual net revenues anticipated to result from any such proposed rate decrease, are equal to not less than 120% of the average annual debt service requirements for principal and interest on all of the then Outstanding Bonds payable from the revenues of the System, calculated in the manner specified in Section 603 hereof.

Section 502. Books and Accounts; Audit. The District shall maintain proper records and accounts relating to the operation of the System and the District's financial affairs; and the Bondowners, or their authorized representatives, shall have the right at all reasonable times to inspect the facilities of the System and all records, accounts and data relating thereto. An annual audit shall be made of the books and accounts pertinent to the System by a Certified Public Accountant licensed in Kentucky. No later than ninety (90) days after the close of each Fiscal Year, copies of such audit reports certified by such Certified Public Accountant shall be promptly mailed to the RD without request, so long as the Government is the Owner of any of the Bonds, and to any Bondowner that may have made a written request for same.

Monthly operating reports shall be furnished to the RD and to any Bondowner requesting same, during the first two (2) years of operation after completion of the Project, and whenever and so long as the District is delinquent in any of the covenants set out in the Prior Bond Resolution or this Current Bond Resolution. Thereafter, quarterly operating reports shall be furnished at all other times to the RD and to any Bondowner requesting the same.

Section 503. System to Continue to be Operated on Fiscal Year Basis; Annual Budget. While any of the Bonds are outstanding and unpaid, and to the extent permitted by law, the System shall continue to be operated and maintained on a Fiscal Year basis.

Not later than sixty (60) days before the end of each Fiscal Year, the District agrees to cause to be prepared a proposed annual budget of operating expenses (the "Proposed Budget") of the System for the then ensuing Fiscal Year, itemized on the basis of monthly requirements. A copy of said Proposed Budget shall be mailed to any Bondowner who may request in writing a copy of such

Proposed Budget and to the RD without request, if the Government is the Owner of any of the Bonds.

For the purpose of the Proposed Budget, operating expenses shall include all reasonable and necessary expenses of operating, repairing, maintaining and insuring the System, but shall exclude depreciation and debt service payments. The District covenants that the operating expenses incurred in any year will not exceed the reasonable and necessary amounts therefor, and that the District will not expend any amount or incur any obligation for operation or maintenance and repair in excess of the amounts provided for operating expenses in the annual budget, except upon resolution by the District that such expenses are necessary to operate and maintain the System.

Not later than sixty (60) days before the end of each Fiscal Year, the District shall prepare an estimate of gross revenues to be derived from the operation of the System for said Fiscal Year, and, to the extent that said gross revenues are insufficient (a) to pay debt service requirements on all Outstanding Bonds during the ensuing Fiscal Year, (b) to accumulate and maintain all required reserves enumerated herein and (c) to pay operating expenses, the District shall revise the rates and charges sufficiently to provide the funds so required.

If the Owners of at least 50% of the principal amount of the Outstanding Bonds, or the Government so long as it is the Owner of any of said Outstanding Bonds, so request, the Commission shall hold an open hearing not later than thirty (30) days before the beginning of the ensuing Fiscal Year, at which time any Bondowner may appear by agent or attorney and may file written objections to such proposed budget. Notice of the time and place of such hearing shall be mailed at least fifteen (15) days prior to the hearing to each registered Bondowner and to the Government.

The District covenants that annually before the first day of the Fiscal Year, the annual budget for the upcoming Fiscal Year will be adopted substantially in accordance with the Proposed Budget, and that no expenditures for operation and maintenance expenses of the System in excess of the budgeted amount shall be made during such Fiscal Year unless directed by said District by a specific resolution duly adopted.

Section 504. General Covenants. The District, through its Commission, hereby covenants and agrees with the Owners of the Bonds that:

- (1) It will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the Commonwealth of Kentucky;
- (2) It will make and collect reasonable and sufficient rates and charges for services and facilities rendered by the System;
- (3) It will segregate the revenues and income from the System and make application thereof consistent with and as provided by this Resolution;

- (4) Unless the written consent of the Owners of a majority of the principal amount of the Outstanding Bonds has been obtained, the District agrees not to sell, lease, mortgage or in any manner dispose of any integral part of the System, including any and all appurtenances thereto and extensions, additions and improvements that may be made thereto, until all of the Outstanding Bonds shall have been paid or provided for in full, as provided herein; subject to the provisions of Section 607 hereof;
- (5) It will maintain in good condition and continuously operate the System and appurtenances thereto and will charge such rates and charges for the services rendered thereby so that the gross income and revenues will be sufficient at all times (i) to pay the interest on and principal of the Outstanding Bonds as same become due; (ii) to pay the cost of operating and maintaining the System; and (iii) to provide for an adequate depreciation account; and
- (6) It will carry and maintain insurance on properties of the System subject to loss or damage in amounts and against hazards substantially in accordance with the practices of other districts, cities or corporations which own and maintain waterworks systems under similar conditions; and so long as the Government is the Owner of any of the Outstanding Bonds, the Government will be listed as co-beneficiary on any such policy; and the District shall further comply with the insurance requirements of Section 506 hereof (involving insurance on motors, tanks and structures).

Section 505. Other Covenants Applicable So Long as RD Owns Any Bonds. So long as the RD shall own any of the Bonds, the District shall comply with such RD regulations, requirements and requests as shall be made by the RD, including the furnishing of operating and other financial statements, in such form and substance and for such periods as may be requested by the RD, the carrying of insurance of such types and in such amounts as the RD may specify, with insurance carriers acceptable to the RD and compliance with all of the terms and conditions of the Loan Resolution (RD Form 1780-27) adopted and executed by the District, which is hereby authorized, approved, ratified and confirmed.

Section 506. Insurance on Motors, Tanks and Structures. The District shall (a) immediately after the adoption of this Resolution and (b) at the time of final acceptance of the Project, insure all electric motors, elevated water storage tanks, pumping stations and major structures of the System in an amount recommended by the Engineers and approved by the RD, so long as the RD is the Owner of any of the Bonds, for the hazards usually covered in such area, and shall similarly insure same in an amount recommended by the Engineers, without the necessity of approval by the RD if and whenever the District has Outstanding Bonds against the System and none of such Outstanding Bonds are owned by the RD.

ARTICLE 6. INFERIOR BONDS AND PARITY BONDS

Section 601. Inferior Bonds. Except as hereinafter provided below in this Article, the District shall not, so long as any Bonds are outstanding, issue any additional bonds payable from the revenues of the System unless the security and/or pledge of the revenues to secure such additional bonds are made inferior and subordinate in all respects to the security of the Bonds.

The District expressly reserves the right at any time to issue its bonds or other obligations payable from the revenues of the System and not ranking on a parity basis with the Current Bonds, without any proof of previous earnings or net revenues, provided that the consent of the RD must be obtained prior to the issuance of any inferior bonds so long as the RD owns any of the Bonds, and provided further that, after the initial completion of the Project, such inferior bonds may be issued only for the purpose of providing for future extensions, additions and improvements to the System, and only in express recognition of the priorities, liens and rights created and existing for the security, source of payment and protection of the Outstanding Bonds; provided further, that nothing in this Section is intended to restrict or shall be construed as a restriction upon, the ordinary refunding all or a portion of the Outstanding Bonds.

Section 602. Parity Bonds to Complete the Project. The District hereby certifies, covenants and agrees that in the event that the cost of completion of the construction of the Project shall exceed the moneys available to the District from any and all sources, the District shall have the right, if necessary, to provide for such excess, and only such excess, through the issuance of Parity Bonds, provided the District has obtained a certification from the Engineers to the effect that it is necessary to issue the desired amount of Parity Bonds in order to enable the District to pay the cost (not otherwise provided) of the completion of the Project, and provided the District has complied with the provisions of Section 603 below or has obtained:

- (a) the consent of the RD if the Government is as the Owner of the Prior Bonds at that time or the consent of any other Owners of the Prior Bonds, and
- (b) the consent of (1) the RD if the Government is the purchaser of the Current Bonds; or (2) the Owners of at least 75% of the principal amount of the Current Bonds outstanding, if the Current Bonds have been issued, sold and delivered and are held by Owners other than the Government.

Section 603. Parity Bonds to Finance Future Improvements. The District reserved the right and privilege, and does hereby reserve the right and privilege, of issuing additional Parity Bonds, but only under the conditions specified in the Current Bond Resolution, which conditions are as follows:

The District further reserves the right to add new waterworks facilities and/or to finance future extensions, additions and improvements to the System by the issuance of one or more additional series of Parity Bonds to be secured by a parity lien on and ratably payable on a parity with the Current Bonds, from the revenues of the System, provided:

(a) The facilities to be constructed from the proceeds of the additional Parity Bonds are made a part of the System and their revenues are pledged as additional security for the additional Parity Bonds and for the Outstanding Bonds.

(b) The District is in compliance with all covenants and undertakings in connection with all of the Outstanding Bonds.

(c) The annual net revenues (defined as gross revenues less operating expenses), of the then existing System for the Fiscal Year preceding the year in which such Parity Bonds are to be issued, adjusted as hereinafter provided, shall be certified by an independent Certified Public Accountant to be equal at least one hundred twenty percent (120%) of the average annual debt service requirements for principal and interest on all Outstanding Bonds payable from the revenues of the System, plus the anticipated debt service requirements of any Parity Bonds then proposed to be issued. The calculation of average annual debt service requirements of principal and interest on the additional Parity Bonds to be issued shall, regardless of whether such additional Parity Bonds are to be serial or term bonds, be determined on the basis of the principal of and interest on such Parity Bonds being payable in approximately equal annual installments.

(d) The annual net revenues referred to above may be adjusted for the purpose of the foregoing computations to reflect:

(1) any revisions in the System's schedule of rates or charges being imposed on or before the time of the issuance of any such additional Parity Bonds, and

(2) any increase in the annual net revenues to be realized from the proposed extensions, additions and improvements being financed (in whole or in part) by such additional Parity Bonds;

provided all such adjustments shall be based upon and included in a certification of an Independent Consulting Engineer.

(e) Compliance with Section 603(a) through (d) shall not be necessary for the issuance of Parity Bonds if the District has obtained (1) the written consent of the RD for the issuance of such Parity Bonds, if the Government is the Owner of any Bonds at the time of issuance of such Parity Bonds; and (2) the written consent of the Owners of all of the then outstanding Prior Bonds, and no other prerequisite need be complied with by the District in order to issue Parity Bonds.

Section 604. Covenants to be Complied with at Time of Issuance of Parity Bonds. The District hereby covenants and agrees that in the event any Parity Bonds are issued, the District shall:

(a) Adjust the monthly amount to be deposited into the Sinking Fund on the same basis as that prescribed in the provisions establishing such Sinking Fund, to reflect the average annual debt service requirements of the Parity Bonds;

(b) Adjust the minimum annual amount to be deposited monthly into the Depreciation Fund on the same basis as that prescribed in the provisions establishing such Depreciation Fund, taking into account the future debt service requirements of all Bonds which will then be outstanding against the System; and

(c) Make such Parity Bonds payable as to principal on January 1 of each year in which principal falls due and payable as to interest on January 1 and July 1 of each year until the final maturity of such Parity Bonds.

Section 605. Prepayment Provisions Applicable to Parity Bonds. If, in connection with any subsequently issued series of Parity Bonds, it is provided that excess revenues in the Revenue Fund shall be used to prepay Outstanding Bonds in advance of scheduled maturity, or if the District at its option undertakes to prepay Outstanding Bonds in advance of scheduled maturity, it is agreed and understood, for so long as the Government owns any of the Outstanding Bonds, that no such prepayment will be effected without the approval of the RD.

Section 606. Consent of the RD Regarding Future Bonds. Notwithstanding any other provisions of this Resolution, the District agrees that so long as the Government owns any Outstanding Bonds against and/or payable from the revenues of the System, the District will not issue any future bonds, notes or other obligations against, secured by or payable from the revenues of the System without the written consent of the RD.

Section 607. Priority of Lien; Permissible Disposition of Surplus or Obsolete Facilities. The District covenants and agrees that so long as any of the Prior Bonds and/or Bonds are outstanding, the District will not sell or otherwise dispose of any of the facilities of the System, or any part thereof, and, except as provided above, the District will not create or permit to be created any charge or lien on the revenues thereof ranking equal or prior to the charge or lien of the Outstanding Bonds. Notwithstanding the foregoing, the District may at any time permanently abandon the use of, or sell at fair market value, any part of the facilities of the System, provided that:

(a) The District is in compliance with all covenants and undertakings in connection with all of the Outstanding Bonds, and the required reserves for such Outstanding Bonds will have been accumulated;

(b) The District will, in the event of any such sale, apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing prepayment of bonds in advance of maturity; or (2) replacement of the facility so disposed of by another facility, the revenues of which shall be incorporated into the System, as hereinbefore provided;

- (c) The District certifies, in good faith, prior to any abandonment of use, that the facilities to be abandoned are no longer economically feasible of producing net revenues; and
- (d) The District certifies, in good faith, that the estimated net revenues of the remaining facilities of the System for the then next succeeding Fiscal Year, plus the estimated net revenues of the facilities, if any, to be added to the System, comply with the earnings requirements hereinbefore provided in the provisions and conditions governing the issuance of Parity Bonds.

Notwithstanding any other provisions hereof, so long as any Bonds are held by the Government, the District shall not dispose of its title to the System or to any part thereof, without first obtaining the written consent of the RD.

ARTICLE 7. DEFAULT AND CONSEQUENCES

Section 701. Events of Default. The following items shall constitute an Event of Default on the part of the District:

- (a) The failure to pay principal of the Bonds as and when same shall become due and payable, either at maturity or by proceedings for redemption.
- (b) The failure to pay any installment of interest on the Bonds when the same shall become due and payable or, if any or all of the Outstanding Bonds are owned by the RD, within thirty (30) days thereafter.
- (c) The default by the District in the due or punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds, the Prior Bond Resolution or in this Resolution.
- (d) The failure to promptly repair, replace or reconstruct facilities of the System that have been damaged and/or destroyed.
- (e) The entering of any order or decree with the consent or the acquiescence of the District, appointing a receiver of all or any part of the System or any revenues thereof; or if such order or decree shall be entered without the acquiescence or consent of the District, its failure to have the order vacated, discharged or stayed on appeal within sixth (60) days after entry.

Section 702. Consequences of Event of Default. Any Owner of the Current Bonds may enforce and compel the performance of all duties and obligations of the District set forth herein. Upon the occurrence of an Event of Default, then upon the filing of a suit by any Owner of said the Current Bonds, any court having jurisdiction of the action may appoint a receiver to administer said System on behalf of the District with power to charge and collect rates sufficient to provide for the payment of operating and maintenance expenses and for the payment of principal of and interest on the Outstanding Bonds and to provide and apply the income and revenues in conformity with this Resolution and with the laws of the Commonwealth of Kentucky.

The District hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the District's obligations, all contracts and other rights of the District pertaining to the System, conditionally, for such time only as such receiver or operator shall operate by authority of the court. Upon the occurrence of an Event of Default, the Owner of any of the Outstanding Bonds may require the governing body of the District by appropriate order to raise the rates a reasonable amount consistent with the requirements of this Resolution.

**ARTICLE 8. CONTRACTUAL PROVISIONS; GRANT APPROVAL;
MISCELLANEOUS PROVISIONS.**

Section 801. Resolution Contractual with Bondowners. The provisions of this Resolution constitute a contract between the District and its Commission and the Owners of the Current Bonds as may be outstanding from time to time; and after the issuance of any of said Current Bonds, no change, alteration or variation of any kind of the provisions of this Resolution shall be made in any manner which will affect an Owner's rights except as herein provided or except with the written consent of all Bondowners until such time as all of the Current Bonds and the interest thereon have been paid in full or fully provided for; provided that the Commission may adopt any resolution for any purpose not inconsistent with the terms of this Resolution and which shall not impair the security of the Owners of the Current Bonds and/or for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained herein or in any resolution or other proceedings pertaining hereto.

It is further agreed that the Owners of 75% in principal amount of the Current Bonds at any time outstanding shall have the right to consent to and approve the adoption of resolutions or other proceedings, modifying or amending any of the terms or provisions contained in this Resolution, subject to the conditions that (a) this Resolution shall not be so modified in any manner that may adversely affect the rights of the Owners of any of the Prior Bonds, nor in any manner that may adversely affect the rights of any certain Owners of the Outstanding Bonds without similarly affecting the rights of all Owners of such Outstanding Bonds, or to reduce the percentage of the number of Owners whose consent is required to effect a further modification and (b) no such change may be effected without the consent of the RD so long as the RD owns any of the Outstanding Bonds.

Section 802. All Current Bonds are Equal. The Current Bonds authorized herein shall not be entitled to priority one over the other in the application of the income and revenues of the System, or with respect to the security for their payment, regardless of the time or times of their issuance, it being the intention that there shall be no priority among any of the Current Bonds regardless of the fact that they may be actually issued and delivered at different times.

Section 803. District Obligated to Refund Current Bonds Owned by Government Whenever Feasible; Defeasement Prohibited. So long as the Government is the Owner of any of the Current Bonds, if it appears to the Government that the District is able to refund such Current Bonds in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, or to sell bonds of the District in the open market, at reasonable rates and terms, for loans or bond issues for similar purposes and periods of time, the District will, upon request of the Government, obtain such loan and/or issue such bonds in sufficient amount to repay the Government and will take all such action as may be required in connection therewith.

In addition, so long as the Government is the Owner of any of the Current Bonds, the District shall not issue any bonds or other obligations for the purpose of defeasing or otherwise terminating

the lien of the Current Bonds without immediately prepaying all of the then outstanding Current Bonds.

Section 804. Approval and Acceptance of RD Grant Agreement. The RD has agreed to make a grant to the District in the amount of \$700,000 (the "RD Grant") to supplement the proceeds of the Current Bonds in order to provide the total cost of the Project, and the RD has requested the District to approve, accept and execute RD Form 1780-12 (the "RD Grant Agreement"), setting out the terms and conditions upon which said RD Grant will be made. Said RD Grant Agreement is hereby approved, and the Chairman and the Secretary are authorized to execute said RD Grant Agreement on behalf of the District. The Chairman and Secretary are also authorized on behalf of the District to accept any and all other RD Grants offered to the District in connection with the Project and to execute any and all RD Grant Agreements and any other documents as may be requested by the RD in connection with RD Grants which have been and/or which may hereafter be approved for such Project.

Section 805. Approval and Acceptance of CDBG Grant Agreement. The Department of Housing and Urban Development (the "HUD") has agreed to make a grant to the District in the amount of \$1,000,000 (the "CDBG Grant"), to supplement the proceeds of the Current Bonds in order to provide the total cost of the Project, and HUD has requested the District to approve, accept and execute a certain CDBG Grant Agreement (the "CDBG Grant Agreement") setting out the terms and conditions upon which said CDBG Grant will be made. Said CDBG Grant Agreement is hereby approved, and the Chairman and the Secretary are authorized to execute said CDBG Grant Agreement on behalf of the District. The Chairman and Secretary are also authorized on behalf of the District to accept any and all other CDBG Grants offered to the District in connection with the Project and to execute any and all CDBG Grant Agreements and any other documents as may be requested by HUD in connection with CDBG Grants which have been and/or which may hereafter be approved for such Project.

Section 806. Authorization, Ratification and Confirmation of Approval and Execution of Various Documents. The Commission hereby authorizes, approves, ratifies and confirms the previous action of the officers of the District in approving and executing various documents related to the financing of the Project, including the following:

- (a) Legal Services Agreement with Bond Counsel.
- (b) Legal Services Agreement with Local Counsel.
- (c) Letter of Intent to Meet Conditions of RD Letter of Conditions (RD Form 1942-46).
- (d) Loan Resolution (RD Form 1780-27).
- (e) Agreement for Engineering Services with the Engineers.

Section 807. Authorization of Condemnation to Acquire Easements and/or Sites. In the event that (a) any necessary deeds of easement to allow construction of the Project over the property of any property owner or (b) any necessary deed to the necessary site of any waterworks facility of the Project shall not be obtained through negotiation within ten (10) days after the date of adoption of this Resolution and in the event that (1) such waterworks lines cannot be located within the right-of-way of the State and/or County road involved; and/or (2) such waterworks facilities cannot be located on a site already owned by the District, Local Counsel is hereby authorized and directed to file condemnation actions to obtain such necessary rights-of-way and/or sites forthwith, without further authorization or direction from the District or the Commission. Local Counsel is further directed to follow the same condemnation procedure in the event that it becomes necessary, through change orders, line extensions and/or errors in the location of property lines and/or property owners, to obtain additional easements, rights-of-way and/or sites for completion of the Project and whenever the necessary deed is not obtained by negotiation at least ten (10) days prior to the date on which construction is contemplated in the respective easement, right-of-way and/or site.

The District further approves the payment from the funds available therefor allocated to the costs of the Project to pay any judgment award, or compromise, determined by Local Counsel with the acquiescence of the Commission, toward the costs of such easements, rights-of-way and/or sites; provided, in each instance, that the payment of such funds to satisfy any judgment, award or compromise must first be approved by the RD; and the Commission further determines that if and to whatever extent the funds available from the proceeds of the financing contemplated by this Resolution shall be inadequate to pay any judgment, award or compromise amount for such easements, rights-of-way and/or sites, or if the District is unable to obtain the approval of the RD for any such payment, the Commission shall take all reasonably necessary actions, within the powers and authority of the Commission, to make such additional amount available from all other available District resources.

Section 808. Authorization to File Required Financing Statements. In the event that it is determined by Bond Counsel or Local Counsel that the District is required to file any financing statements under the Kentucky Uniform Commercial Code in order to perfect the pledge of the gross revenues of the District's System as security for the Current Bonds, Bond Counsel and/or Local Counsel are hereby authorized to prepare and file with the appropriate officials such financing statements as they deem necessary.

ARTICLE 9. SALE OF CURRENT BONDS

Section 901. Sale of Current Bonds. The Current Bonds shall be offered publicly for sale upon the basis of sealed, competitive bids at such time as the Commission shall designate.

A suggested form of "Notice of Bond Sale", a suggested form of "Official Notice of Sale of Bonds" and a suggested form of "Bid Form", having been prepared in advance by Bond Counsel, and all of such documents having been found to be in satisfactory form, a copy of each is hereby ordered to be filed in the records of the Secretary with the Minutes of the meeting at which this Resolution is adopted. The Notice of Bond Sale shall be signed by the Secretary and may be used for the purpose of publishing notice of the sale of the Current Bonds. Copies of such documents shall be furnished to any interested parties who may request same.

In the event that there is no bid or that all bids are rejected, the District may readvertise the sale pursuant to this Resolution.

Section 902. Adjustment in Maturities, Prepayment Provisions and Other Dates, with Consent of Purchaser if Delivery is Delayed. In the event that delivery of the Current Bonds authorized herein is delayed for any reason and the District, with the consent of the Purchaser of the Current Bonds, determines it is in the District's best interest to change the maturities, the applicable prepayment date or any other dates, the District may adjust the same by a Resolution of the Commission approving the adjustments.

ARTICLE 10. CONCLUDING PROVISIONS

Section 1001. Covenant of District to Take All Necessary Action To Assure Compliance with the Code. In order to assure the Owners of the Current Bonds that such Current Bonds shall continue to be legal and that interest thereon will continue to be excludable from gross income for federal income tax purposes and exempt from all Kentucky income taxation, the District covenants to and with the Owners of the Current Bonds to take the following action:

(a) The District will (1) take all actions necessary to comply with the provisions of the Code necessary to assure that interest on the Current Bonds will be excludable from gross income for federal income tax purposes; (2) will take no actions which will violate any of the provisions of the Code; and (3) not use the proceeds of the Current Bonds for any purpose which will cause interest on the Current Bonds or on interim financing obligations, including, but not limited to the Note, issued pursuant to Section 302 hereof to become includable in gross income for federal income tax purposes.

(b) The District hereby certifies that it does not reasonably anticipate that the total principal amount of "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code which the District, or any subordinate entity of the District, will issue during the calendar year during which the Current Bonds are issued, will exceed \$10,000,000; and therefore the District hereby designates the Current Bonds and all interim financing obligations, including, but not limited to the Note, issued pursuant to Section 302 hereof as "qualified tax-exempt obligations".

(c) The District further certifies that the Current Bonds and any and all interim financing obligations of the District are not "private activity bonds" within the meaning of the Code.

(d) The District covenants and agrees to comply with the rebate requirements on certain excess earnings imposed by Section 148 of the Code, and in the event it is determined by the District, upon the advice of Bond Counsel, that the Construction Account, or any other Fund established hereunder, is subject to said rebate requirements and does in fact generate earnings from "non-purpose investments" in excess of the amount which said investments would have earned at a rate equal to the "yield" on the Current Bonds, plus any income attributable to such excess, there shall be established a separate and special fund with the Depository Bank, which fund shall be designated the "Excess Earnings and Rebate Fund", which shall be utilized for the collection and payment of any excess generated from investments and the remittance thereof to the United States of America on or before the anniversary of the fifth (5th) year from the date of the Current Bonds, and once every five (5) years thereafter until the final retirement of the Current Bonds; the last installment, to the extent required, to be made no later than sixty (60) days following the date on which funds sufficient for the complete retirement of the Current Bonds are deposited with any escrow agent. The District further covenants to file any and all reports, if any, as may be required to be filed with the Government with regard to the liability or non-liability of the

District as to any such rebate requirements and to maintain records in regard thereto for the period of time required by applicable Treasury regulations.

Section 1002. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, which shall continue in full force and effect.

Section 1003. All Provisions in Conflict Repealed. All motions, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed. It is hereby specifically ordered and provided that any proceedings heretofore taken for the issuance of other bonds of the District payable or secured in any manner by all or any part of the income and revenues of said System or any part thereof, and which have not been heretofore issued and delivered, are hereby revoked and rescinded, and none of such other bonds shall be issued and delivered. The District covenants to correct by appropriate proceedings any required procedure previously taken invalidly.

Section 1004. Effective Immediately Upon Adoption. This Resolution shall take effect and be effective immediately upon its adoption.

Adopted this June 1, 2017.

CHRISTIAN COUNTY WATER DISTRICT

Chairman

(Seal of District)

Attest:

Secretary

CERTIFICATION

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Christian County Water District, and that the foregoing Resolution is a true copy of a Resolution duly adopted by the Board of Commissioners of said District, signed by the Chairman of said District and attested under Seal by me as Secretary, at a properly convened meeting of said Board of Commissioners held on June 1, 2017, as shown by the official records of said District in my custody and under my control.

I further certify that said meeting was duly held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825, that a quorum was present at said meeting, that said Resolution has not been modified, amended, revoked or repealed, and that same is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature as Secretary and the official Seal of the District this June 1, 2017.

Secretary

(Seal of District)

EXHIBIT A

Schedule of Principal Payments

<u>Payment Due</u> <u>January 1, _____</u>	<u>Principal</u> <u>Payment</u>	<u>Payment Due</u> <u>January 1, _____</u>	<u>Principal</u> <u>Payment</u>
2019	\$27,500	2038	\$46,000
2020	28,000	2039	47,000
2021	29,000	2040	48,500
2022	30,000	2041	50,000
2023	30,500	2042	51,000
2024	31,500	2043	52,500
2025	32,500	2044	54,000
2026	33,000	2045	55,500
2027	34,000	2046	57,000
2028	35,000	2047	58,500
2029	36,000	2048	60,000
2030	37,000	2049	62,000
2031	38,000	2050	63,500
2032	39,000	2051	65,500
2033	40,000	2052	67,000
2034	41,000	2053	69,000
2035	42,500	2054	71,000
2036	43,500	2055	73,000
2037	44,500	2056	76,500

EXHIBIT B

(FORM OF FULLY REGISTERED BOND)

**UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
COUNTY OF CHRISTIAN
CHRISTIAN COUNTY WATER DISTRICT
WATERWORKS REVENUE BONDS, SERIES 2018**

No. R-_____ Interest Rate: _____ % \$_____

KNOW ALL PERSONS BY THESE PRESENTS:

That the Christian County Water District (the "District"), acting by and through its Board of Commissioners (the "Commission"), a public body corporate in Christian County, Kentucky, for value received, hereby promises to pay to

the registered owner hereof, or to its registered assigns, solely from the fund hereinafter identified, the sum of

_____ DOLLARS (\$_____),

on the first day of January, in years and installments as follows:

Year Principal Year Principal Year Principal

[Here the printer of the Current Bond will print the maturities of the Current Bonds purchased by the registered Owner]

and in like manner, solely from said fund, to pay interest on the balance of said principal sum from time to time remaining unpaid, at the Interest Rate specified above, semiannually on the first days of January and July in each year, beginning with the first January or July after the date of this Bond, until said sum is paid, except as the provisions hereinafter set forth with respect to prepayment may be and become applicable hereto, both principal and interest being payable, without deduction for exchange or collection charges, in lawful money of the United States of America, at the address of the registered owner shown on the registration book of the District.

This Bond is issued by the District under and in full compliance with the Constitution and Statutes of the Commonwealth of Kentucky, including Chapters 58 and 74 of the Kentucky Revised

Statutes (collectively the "Act"), and pursuant to a duly adopted Bond Resolution of the District authorizing same (the "Current Bond Resolution"), to which Current Bond Resolution reference is hereby made for a description of the nature and extent of the security thereby created, the rights and limitations of rights of the registered owner of this Bond, and the rights, obligations and duties of the District, for the purpose of financing the cost (not otherwise provided) of the construction of extensions, additions and improvements to the existing waterworks system of the District (said existing waterworks system, together with said extensions, additions and improvements, being hereinafter referred to as the "System").

This Bond is issued subject to the rights and priorities of the outstanding (i) Christian County Water District Waterworks Revenue Bonds, Series 2004, dated June 30, 2004 (the "2004 Bonds"), authorized by a Resolution adopted by the Commission of the District on November 6, 2003; (ii) Christian County Water District Waterworks Revenue Bonds, Series 2008, dated October 7, 2009 (the "2008 Bonds"), authorized by a Resolution adopted by the Commission of the District on May 1, 2008; (iii) Kentucky Rural Water Finance Corporation Series 2012C Loan, dated May 2, 2012 (the "2012 KRWFC Loan"), authorized by a Resolution adopted by the Commission of the District; (iv) Kentucky Rural Water Finance Corporation Series 2013B Loan, dated February 27, 2013 (the "2013 KRWFC Loan"), authorized by a Resolution adopted by the Commission of the District; and (v) Kentucky Rural Water Finance Corporation Series 2012C Loan, dated May 12, 2016 (the "2016 KRWFC Loan"), authorized by a Resolution adopted by the Commission of the District [hereinafter the 2004 Bonds, the 2008 Bonds, the 2012 KRWFC Loan, the 2013 KRWFC Loan and the 2016 KRWFC Loan shall be collectively referred to as the "Prior Bonds"]. Accordingly, this Bond, together with any bonds ranking on a parity herewith, is payable from and secured by a pledge of the gross revenues to be derived from the operation of the System, after providing for the requirements of the Prior Bonds.

This Bond has been issued in full compliance with the Current Bond Resolution and this Bond, and any bonds ranking on a parity therewith that may be issued and outstanding under the conditions and restrictions of the Current Bond Resolution, are and will continue to be payable from revenues which shall be set aside in a fund for that purpose and identified as the "Christian County Water District Waterworks Revenue Bonds Sinking Fund", created in the Current Bond Resolution.

This Bond does not constitute an indebtedness of the District within the meaning of any constitutional or statutory provisions or limitations and is payable solely out of the revenues of the System. As provided in the Current Bond Resolution, the District covenants that so long as any of the Current Bonds are outstanding, the System will be continuously owned and operated by the District as a revenue producing public undertaking within the meaning of the aforesaid Act for the security and source of payment of the Current Bonds and that the District will fix, and if necessary adjust, from time to time, such rates for the services and facilities of the System and will collect and account for the revenues therefrom sufficient to pay promptly the principal of and interest on the Current Bonds and all other bonds ranking on a parity therewith as may be outstanding from time to time, to pay the cost of operation and maintenance of the System and to provide for the depreciation thereof.

The District has reserved the right to issue additional bonds ranking on a parity as to security and source of payment with this Bond in order to complete the Project, and to finance future extensions, additions and improvements to the System, provided the necessary requirements of the Current Bond Resolution have been complied with by the District.

This Bond shall be registered as to principal and interest in the name of the owner hereof, after which it shall be transferable only upon presentation to the Secretary of the District as the Bond Registrar, with a written transfer duly acknowledged by the registered owner or its duly authorized attorney, which transfer shall be noted upon this Bond and upon the registration book of the District kept for that purpose.

The District, at its option, shall have the right to prepay, on any interest payment date on and after January 1, 2027, in inverse chronological order of the installments due on this Bond, the entire principal amount of this Bond then remaining unpaid, or such lesser portion thereof, in a multiple of One Hundred Dollars (\$100), as the District may determine, at a price in an amount equivalent to the principal amount to be prepaid plus accrued interest to the date of prepayment, without any prepayment premium. Notice of such prepayment shall be given by registered mail to the registered owner of this Bond or its assignee, at least 30 days prior to the date fixed for prepayment. Notice of such prepayment may be waived with the written consent of the registered owner of this Bond.

So long as the registered owner of this Bond is the United States of America, or any agency thereof, the entire principal amount of this Bond, or installments in multiples of \$100, may be prepaid at any time in inverse chronological order of the installments due.

Upon default in the payment of any principal or interest payment on this Bond, or upon failure by the District to comply with any other provision of this Bond or with any provision of the Current Bond Resolution, the registered owner may, at its option, institute all rights and remedies provided by law or by said Current Bond Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law, and that the face amount of this Bond, together with all other obligations of the District, does not exceed any limit prescribed by the Constitution or Statutes of the Commonwealth of Kentucky.

IN WITNESS WHEREOF said Christian County Water District, by its Board of Commissioners, has caused this Bond to be executed by its Chairman, its corporate seal to be hereunto affixed, and attested by its Secretary, on the date of this Bond, which is

CHRISTIAN COUNTY WATER DISTRICT

By _____
Chairman

Attest:

Secretary

(Seal of District)

PROVISION FOR REGISTRATION

This Bond shall be registered on the registration book of the District kept for that purpose by the Secretary, as Bond Registrar, upon presentation hereof to said Secretary, who shall make notation of such registration in the registration blank, and this Bond may thereafter be transferred only upon written transfer acknowledged by the registered owner or its attorney, such transfer to be made on said book and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Bond Registrar

ASSIGNMENT

For value received, this Bond is hereby assigned, without recourse and subject to all of its terms and conditions, unto _____, this ____ day of _____, _____.

By:_____

EXHIBIT C

REQUISITION CERTIFICATE

Re: Christian County Water District Waterworks Revenue Bonds, Series 2018, in the principal amount of \$1,800,000

The undersigned hereby certify as follows:

1. That they are the signatories required for construction and/or administrative draws pursuant to the Bond Resolution adopted by the Christian County Water District (the "District").
2. That the named firms and/or persons set forth on Exhibit A attached hereto are now entitled to the aggregate sum of \$_____, itemized as set forth in said Exhibit A and as per approved invoices attached hereto:
3. That upon said amount being lent to said District and/or obtained by said District from the proceeds of the Current Bonds and/or other sources, the undersigned approve such expenditure and the payment of said amounts to said firms and/or persons, either directly or from amounts deposit in the "Christian County Water District Waterworks Construction Account".
4. That we hereby certify that we have carefully inspected the work and, as a result of our inspection and to the best of our knowledge and belief, the amounts shown in this Requisition Certificate are correct and the work has been performed in accordance with the agreements between the District and the parties requesting payment.

IN TESTIMONY WHEREOF, witness the signature of the undersigned, this ____ day of _____, 2017.

Christian County Water District

McGhee Engineering, Inc.

By _____
Chairman

By _____
Registered Professional Engineer
State of Kentucky No. _____

Approved on _____

Approved on _____

USDA, Rural Development

Amount expended heretofore \$ _____

By _____
Authorized RD Official

Amount approved herein _____

Approved on _____

Total _____

EXHIBIT A TO REQUISITION CERTIFICATE

Name of Entity/Person

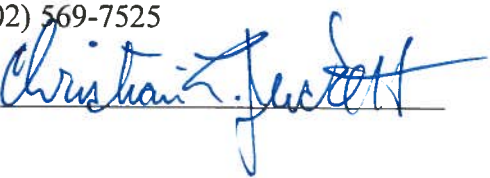
Amount

ASSISTANCE AGREEMENT
BETWEEN
KENTUCKY RURAL WATER FINANCE CORPORATION
AND
CHRISTIAN COUNTY WATER DISTRICT
DATED
OCTOBER 13, 2020
IN THE AMOUNT OF \$1,595,000

This document was prepared by:

RUBIN & HAYS
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202
(502) 569-7525

By



Christian J. Jett

TABLE OF CONTENTS TO ASSISTANCE AGREEMENT

Section 1.	Definitions.	3
Section 2.	Reaffirmation of Declaration of Waterworks System.	8
Section 3.	Authorization of Loan; Place of Payment; Manner of Execution.	9
Section 4.	Redemption.	9
Section 5.	Loan Payable Out of Gross Revenues on a Parity with Prior Bonds.	10
Section 6.	Compliance with Parity Coverage Requirements of the Prior Bond Legislation. .	10
Section 7.	Flow of Funds.	10
Section 8.	Disposition of Proceeds of the Loan; Governmental Agency Account.	12
Section 9.	Arbitrage Limitations.	13
Section 10.	Parity Bonds.	15
Section 11.	Rates and Charges for Services of the System.	17
Section 12.	All Obligations Equal.	17
Section 13.	Defeasance and/or Refunding of the Loan.	17
Section 14.	Contractual Nature of Assistance Agreement.	18
Section 15.	Appointment and Duties of Trustee.	18
Section 16.	Provisions in Conflict Repealed.	19
Section 17.	Covenant of Governmental Agency to Take All Action Necessary to Assure Compliance with the Internal Revenue Code of 1986.	19
Section 18.	Insurance.	20
Section 19.	Event of Default; Remedies.	21
Section 20.	Annual Reports.	21
Section 21.	Supplemental Assistance Agreement.	22
Section 22.	No Remedy Exclusive.	22
Section 23.	Waivers.	22
Section 24.	Agreement to Pay Attorneys' Fees and Expenses.	22
Section 25.	Signatures of Officers.	23
Section 26.	Severability Clause.	23
EXHIBIT A		Debt Service Schedule

ASSISTANCE AGREEMENT

This Assistance Agreement made and entered into as of October 13, 2020 (the “Assistance Agreement”) by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the “Issuer”) and the Christian County Water District, 1960 Dawson Springs Road, Hopkinsville, Kentucky 42240 (the “Governmental Agency”):

WITNESSETH

WHEREAS, the Issuer has established its Public Projects Flexible Term Program (the “Program”) designed to provide financing for the expansion, addition and improvements of public projects for governmental entities under which the Issuer issued, in various series, its Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program), pursuant to a Trust Indenture dated as of April 4, 2001, as supplemented from time to time (collectively, the “Indenture”) between the Issuer and Regions Bank, Nashville, Tennessee (as successor in interest to Fifth Third Bank and The Bank of New York Trust Company, N.A.), as trustee (the “Trustee”), the net proceeds of which will be applied for the benefit of such governmental entities by making loans, pursuant to assistance agreements; and

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2020G (the “Series 2020G Bonds”) in the aggregate principal amount of \$8,090,000, pursuant to a Supplemental Trust Indenture No. 78, dated as of October 13, 2020 by and between the Issuer and the Trustee, which Series 2020G Bonds will rank on a parity with the other outstanding bonds issued under the terms of the Indenture and the proceeds of which will be used by certain governmental agencies to acquire, construct and equip public projects described in various assistance agreements by and between the governmental agencies and the Issuer; and

WHEREAS, the Governmental Agency has outstanding its: Christian County Water District Waterworks Revenue Bonds, Series 2008, dated October 7, 2009, in the original authorized principal amount of \$1,850,000 (the “Refunded Bonds”), which bonds were issued by the Governmental Agency to make improvements and extensions to the Governmental Agency’s waterworks system (the “System”); and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable and in the public interest to currently refund the Refunded Bonds, in order to effect substantial debt service savings (the “Refunding Program”), and the Issuer has determined that the Refunding Program is a project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Issuer; and

WHEREAS, the Governmental Agency has designated the Issuer as its instrumentality and agency; and

WHEREAS, pursuant to this Assistance Agreement the Governmental Agency will proceed with the Refunding Program; and

WHEREAS, in and by the Prior Bond Legislation (as hereinafter defined), the right and privilege was reserved by the Governmental Agency under conditions and restrictions set out in said Prior Bond Legislation, of issuing additional bonds from time to time, payable from the income and revenues of the System and ranking on a parity with the Governmental Agency's outstanding Prior Bonds (as hereinafter defined), for the purpose, among other things, of financing the cost of extensions, additions and improvements to the System and refinancing certain outstanding indebtedness, which conditions and restrictions are found to currently exist and prevail so as to permit the issuance of certain proposed additional bonds so as to rank, when issued, on a parity with the outstanding Prior Bonds; and

WHEREAS, it is deemed necessary and advisable for the best interests of the Governmental Agency that it enter into this Assistance Agreement with the Issuer in order to borrow funds (the "Loan") in the amount of \$1,595,000 to provide funds for the Refunding Program, and to reaffirm the conditions and restrictions under which similar bonds or obligations may be subsequently issued ranking on a parity therewith; and

WHEREAS, under the provisions of Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, and under the provisions of the Prior Bond Legislation, the Governmental Agency is authorized to enter into this Assistance Agreement and to borrow the Loan to provide such funds for the purpose aforesaid; and

WHEREAS, the Issuer is willing to cooperate with the Governmental Agency in making available the Loan pursuant to the Act and the Indenture to be applied to the Refunding Program upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained; and

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

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

Section 1. Definitions.

As used in this Assistance Agreement, unless the context requires otherwise:

“*Act*” refers to Chapters 58 and 74 of the Kentucky Revised Statutes.

“*Assistance Agreement*” refers to this Assistance Agreement authorizing the Loan and the obligations thereunder.

“*Bond Counsel*” refers to Rubin & Hays, Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202, or any other nationally recognized individual or firm in the field of municipal bond law.

“*Bondowner*”, “*Owner*”, “*Bondholder*” means and contemplates, unless the context otherwise indicates, the registered owner of one or more of the Bonds at the time issued and outstanding hereunder.

“*Bonds*” refers to the Loan, the Prior Bonds and any additional Parity Bonds.

“*Bond Legislation of 2004*” or “*2004 Bond Legislation*” refer to the Resolution authorizing the Bonds of 2004, duly adopted by the Governing Body of the District on November 6, 2003.

“*Bond Legislation of 2008*” or “*2008 Bond Legislation*” refer to the Resolution authorizing the Bonds of 2008, duly adopted by the Governing Body of the District on May 1, 2008.

“*Bond Legislation of 2018*” or “*2018 Bond Legislation*” refer to the Resolution authorizing the Bonds of 2018, duly adopted by the Governing Body of the District on June 1, 2017.

“*Bonds of 2004*” or “*Series 2004 Bonds*” refer to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 2004, dated June 30, 2004, in the original authorized principal amount of \$400,000.

“*Bonds of 2008*” or “*Series 2008 Bonds*” refer to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 2008, dated October 7, 2009, in the original authorized principal amount of \$1,850,000.

“*Bonds of 2018*” or “*Series 2018 Bonds*” refer to the outstanding Christian County Water District Waterworks Revenue Bonds, Series 2018, dated June 22, 2018, in the original authorized principal amount of \$1,800,000.

“*Certified Public Accountants*” refers to an independent Certified Public Accountant or firm of Certified Public Accountants, duly licensed in Kentucky and knowledgeable about the affairs of the System and/or of other Governmental Agency financial matters.

“*Code*” refers to the United States Internal Revenue Code of 1986, as amended, and any regulations issued thereunder.

“*Compliance Group*” refers to the Compliance Group identified and defined in the Indenture.

“*Engineer*” or “*Independent Consulting Engineer*” refers to an Independent Consulting Engineer or firm of Engineers of excellent national reputation or of recognized excellent reputation in Kentucky in the fields of water and sewer engineering.

“*Fiscal Year*” refers to the annual accounting period of the Governmental Agency, beginning on January 1 and ending on December 31 of each year.

“*Funds*” refers collectively to the Revenue Fund, the Sinking Fund, the Sinking Fund of 2018, the Operation and Maintenance Fund, and the Governmental Agency Account.

“*Governing Body*” means the Board of Commissioners of the Governmental Agency or such other body as shall be the governing body of said Governmental Agency under the laws of Kentucky at any given time.

“*Governmental Agency*” refers to the Christian County Water District, 1960 Dawson Springs Road, Hopkinsville, Kentucky 42240.

“*Governmental Agency Chief Executive*” refers to the Chairman of the Governing Body.

“*Governmental Agency Clerk*” refers to the Secretary of the Governmental Agency.

“*Indenture*” means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 78, dated October 13, 2020, by and between the Issuer and the Trustee.

“*Interest Payment Date*” shall mean the 1st day of each month, commencing December 1, 2020 and continuing through and including July 1, 2048 or until the Loan has been paid in full.

“*Issuer*” refers to the Kentucky Rural Water Finance Corporation, 1151 Old Porter Pike, Bowling Green, Kentucky 42103.

“*Loan*” refers to the loan authorized by this Assistance Agreement from the Issuer to the Governmental Agency, in the principal amount of \$1,595,000, maturing July 1, 2048, to defray the cost of the Refunding Program.

“*Operation and Maintenance Fund*” refers to the Christian County Water District Waterworks Operation and Maintenance Fund created in the Prior Bond Legislation and which Operation and Maintenance Fund will continue to be maintained for the benefit of the System.

“*Outstanding Bonds*” refers collectively to all outstanding Prior Bonds, the Loan and any outstanding Parity Bonds and does not refer to any bonds that have been defeased.

“*Parity Bonds*” means bonds issued in the future, which will, pursuant to the provisions of this Assistance Agreement, rank on a basis of parity with the Loan and shall not be deemed to include, nor to prohibit the issuance of, bonds ranking inferior in security to the Loan.

“*Permitted Investments*” refers to investments of funds on deposit in the various funds created herein and includes:

(a) Obligations of the United States and of its agencies and instrumentalities, including obligations subject to repurchase agreements, if delivery of these obligations subject to repurchase agreements is taken either directly or through an authorized custodian. These investments may be accomplished through repurchase agreements reached with sources including but not limited to national or state banks chartered in Kentucky;

(b) Obligations and contracts for future delivery or purchase of obligations backed by the full faith and credit of the United States or a United States government agency, including but not limited to:

1. United States Treasury;
2. Export-Import Bank of the United States;
3. Farmers Home Administration;
4. Government National Mortgage Corporation; and
5. Merchant Marine bonds;

(c) Obligations of any corporation of the United States government, including but not limited to:

1. Federal Home Loan Mortgage Corporation;
2. Federal Farm Credit Banks;
3. Bank for Cooperatives;
4. Federal Intermediate Credit Banks;
5. Federal Land Banks;
6. Federal Home Loan Banks;
7. Federal National Mortgage Association; and
8. Tennessee Valley Authority;

(d) Certificates of deposit issued by or other interest-bearing accounts of any bank or savings and loan institution having a physical presence in Kentucky which are insured by the Federal Deposit Insurance Corporation or similar entity or which are collateralized, to the extent uninsured, by any obligations, including surety bonds, permitted by KRS 41.240(4) ;

(e) Uncollateralized certificates of deposit issued by any bank or savings and loan institution having a physical presence in Kentucky rated in one (1) of the three (3) highest categories by a competent rating agency;

(f) Bankers' acceptances for banks rated in one (1) of the three (3) highest categories by a competent rating agency;

(g) Commercial paper rated in the highest category by a competent rating agency;

(h) Bonds or certificates of indebtedness of this state and of its agencies and instrumentalities;

(i) Securities issued by a state or local government, or any instrumentality of agency thereof, in the United States, and rated in one (1) of the three (3) highest categories by a competent rating agency;

(j) Shares of mutual funds and exchange traded funds, each of which shall have the following characteristics:

1. The mutual fund shall be an open-end diversified investment company registered under the Federal Investment Company Act of 1940, as amended;
2. The management company of the investment company shall have been in operation for at least five (5) years; and
3. All of the securities in the mutual fund shall be eligible investments pursuant to this section;

(k) Individual equity securities if the funds being invested are managed by a professional investment manager regulated by a federal regulatory agency. The individual equity securities shall be included within the Standard and Poor's 500 Index, and a single sector shall not exceed twenty-five percent (25%) of the equity allocation; and

(l) Individual high-quality corporate bonds that are managed by a professional investment manager that:

1. Are issued, assumed, or guaranteed by a solvent institution created and existing under the laws of the United States;
2. Have a standard maturity of no more than ten (10) years; and
3. Are rated in the three (3) highest rating categories by at least two (2) competent credit rating agencies.

(m) Any other lawful investment authorized by the Kentucky Revised Statutes to be utilized by local governments with a rating equal to or higher than the rating of the Bonds, as rated by each rating agency then rating the Bonds, including an investment agreement with

investment agreement provider whose obligations have a current rating at least equal to the rating on the Bonds.

“*Prior Bond Legislation*” refers to the assistance agreements and resolutions authorizing the Prior Bonds.

“*Prior Bonds*” refers collectively to the Series 2004 Bonds, the Series 2004B Loan, the Series 2005C Loan, and the Series 2012C Loan.

“*Program*” refers to the Issuer’s Public Projects Flexible Term Program designed to provide financing for the expansion, addition, and improvement of public projects for governmental entities.

“*Program Administrator*” refers to the Kentucky Rural Water Association, Inc., 1151 Old Porter Pike, Bowling Green, Kentucky 42103.

“*Program Reserve Fund*” refers to the Program Reserve Fund created and established pursuant to Section 4.2 of the Indenture.

“*Project*” refers specifically to the construction of the extensions, additions and improvements to the System that were financed with proceeds of the Refunded Bonds.

“*Refunded Bonds*” refers to the outstanding Series 2008 Bonds.

“*Refunding Program*” refers to the current refunding of the Refunded Bonds with the proceeds of the Loan.

“*Revenue Fund*” refers to the Christian County Water District Waterworks Revenue Fund created in the Prior Bond Legislation and which Revenue Fund will continue to be maintained for the benefit of all of the Bonds.

“*Series 2004B Assistance Agreement*” refers to the Assistance Agreement between the Governmental Agency and the Issuer authorizing the Series 2004B Loan, dated April 27, 2004, as amended on February 27, 2013.

“*Series 2004B Loan*” refers to the loan in the amount of \$2,305,000, dated April 27, 2004, to the Governmental Agency from the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2004B, which loan was reamortized with proceeds from the 2013B Flexible Term Program on February 27, 2013 with a new principal amount of \$1,755,000.

“*Series 2005C Assistance Agreement*” refers to the Assistance Agreement between the Governmental Agency and the Issuer authorizing the Series 2005C Loan, dated October 19, 2005, as amended on May 12, 2016.

“*Series 2005C Loan*” refers to the loan in the amount of \$3,281,000, dated October 19, 2005, to the Christian County Water District from the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2005C, which loan was reamortized with proceeds from the 2016B Flexible Term Program on May 12, 2016 with a new principal amount of 2,225,000.

“*Series 2012C Assistance Agreement*” refers to the Assistance Agreement between the Governmental Agency and the Issuer authorizing the Series 2012C Loan, dated May 2, 2012.

“*Series 2012C Loan*” refers to the loan in the amount of \$2,990,000, dated May 2, 2012, to the Christian County Water District from the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012C.

“*Sinking Fund*” refers to the Christian County Water District Waterworks Revenue Bonds Sinking Fund, created in the Prior Bond Legislation and defined as the “Prior Sinking Fund” and which Sinking Fund will continue to be maintained for the benefit of all of the Bonds.

“*Sinking Fund of 2018*” refers to the Christian County Water District Waterworks Sinking Fund of 2018, created in the Prior Bond Legislation and defined as the “Current Sinking Fund” and which Sinking Fund will continue to be maintained for the benefit of all of the Bonds.

“*System*” refers to the Governmental Agency’s waterworks system, together with all future extensions, additions, and improvements to said System.

“*Treasurer*” refers to the Treasurer of the Governmental Agency.

“*Trustee*” refers to Regions Bank, Nashville, Tennessee.

“*U.S. Obligations*” refers to bonds, notes, or Treasury Bills, which are direct obligations of the United States of America or obligations fully guaranteed by the United States of America, including book-entry obligations of the United States Treasury-State and Local Government Series, and Trust Receipts representing an ownership interest in direct obligations of the United States.

Section 2. Reaffirmation of Declaration of Waterworks System.

That all proceedings heretofore taken for the establishment of and the supplying of water service in and to said Governmental Agency as a waterworks system are hereby in all respects ratified and confirmed; and so long as the Loan herein authorized or permitted to be issued remains outstanding, said System shall be owned, controlled, operated and maintained for the security and source of payment of the Loan. Said System is hereby declared to constitute a public project within the meaning and application of Sections 58.010 to 58.140, inclusive, of the Kentucky Revised Statutes.

Section 3. Authorization of Loan; Place of Payment; Manner of Execution.

That pursuant to the Constitution and laws of Kentucky, and particularly the Act, the Governmental Agency hereby authorizes the borrowing of \$1,595,000 from the Program, to provide funds for the Refunding Program.

The Loan is payable on the Interest Payment Date in such principal and interest amounts set forth in **Exhibit A** attached hereto.

The principal of, redemption price, if any, and interest on the Loan shall be payable in lawful money of the United States of America on the Interest Payment Date to the Trustee for the Program. Such payment shall be made by the Governmental Agency from funds on deposit in the Sinking Fund pursuant to the ACH Debit Direct Payment Method (the "ACH Debit Direct Payment Method") as described and detailed in the ACH Debit Direct Payment Authorization Form (the "ACH Authorization Form") in a form as provided by the Trustee to the Governmental Agency. The ACH Authorization Form shall be completed, signed and forwarded to the Trustee prior to the Governmental Agency receiving any of the proceeds of the Loan.

Pursuant to the ACH Debit Direct Payment Method, there shall be transferred to the Trustee on or before each Interest Payment Date, from the Sinking Fund, the amounts set forth as sinking fund payments on Exhibit A attached hereto.

In addition, in the event the Issuer is required to withdraw moneys from the Program Reserve Fund established pursuant to the Indenture to pay the principal of and interest on the Loan and any other payments due under this Assistance Agreement on behalf of the Governmental Agency (the "Reserve Withdrawal"), the Governmental Agency shall pay to the Trustee, each amount set forth as sinking fund payments on **Exhibit A** attached hereto, pursuant to the ACH Debit Direct Payment Method an amount equal to at least 1/12 of the Reserve Withdrawal, plus accrued interest thereon at the rate equal to the highest rate of interest paid by the investments making up the Program Reserve Fund until such Reserve Withdrawal has been replenished.

Section 4. Redemption.

(a) *Optional Redemption.* Subject to the prior written approval of the Compliance Group, the Loan payments due on or after July 1, 2029 are subject to optional redemption, in whole or in part, by the Governmental Agency prior to their stated maturity, at any time falling on or after July 1, 2028 at a redemption price equal to 100% of the principal amount of the Loan payments called for redemption, plus unpaid interest accrued to the date of redemption.

In the event that the Governmental Agency desires to optionally redeem a portion of the principal due under the Loan, such redemption shall be in a denomination equal to \$5,000 or any integral multiple thereof.

(b) *Notice of Redemption.* The Governmental Agency shall give the Issuer and the Trustee notice of any redemption by sending at least one such notice by first class United States mail not less than 45 and not more than 90 days prior to the date fixed for redemption.

All of said Loan payments as to which the Governmental Agency reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given, and for the retirement of which, upon the terms aforesaid, funds are duly provided, will cease to bear interest on the redemption date.

Section 5. Loan Payable Out of Gross Revenues on a Parity with Prior Bonds.

The Loan, the Prior Bonds and any additional Parity Bonds that may be issued under the conditions and restrictions hereinafter set forth, shall be secured by and payable out of the gross revenues of the System.

Section 6. Compliance with Parity Coverage Requirements of the Prior Bond Legislation.

It is hereby declared that in accordance with the provisions of the Prior Bond Legislation and prior to the issuance of the Loan herein authorized, there will be procured and filed with the Governmental Agency Clerk of said Governmental Agency any and all statements or certifications for the purpose of having both principal and interest on the Prior Bonds and the Loan payable on a parity from the income and revenues of said System with said outstanding Prior Bonds.

Section 7. Flow of Funds.

All proceedings preliminary to and in connection with the issuance of the Prior Bonds, whereby provision was made for the receipt, custody, and application of the proceeds of the Prior Bonds; for the operation of said System on a revenue-producing basis; for the segregation, allocation, and custody of the revenues derived from the operation of the System; and for the enforcement and payment of the Prior Bonds; and all other covenants for the benefit of the bondholders set out in the Prior Bond Legislation, are hereby ratified and confirmed and shall continue in force and inure to the security and benefit of the Bonds, the same as if such provisions and proceedings were repeated in full herein; provided, further, that, hereafter, the income and revenues of the System shall be collected, segregated, accounted for, and distributed as follows:

A. Revenue Fund. The Governmental Agency covenants and agrees that it will continue to deposit in the Revenue Fund, promptly as received from time to time, all revenues of the System, as same may be extended and improved from time to time. The moneys in the Revenue Fund shall continue to be used, disbursed and applied by the Governmental Agency only for the purpose and in the manner and order of priorities specified in the Prior Bond Legislation, as hereinafter modified by this Assistance Agreement, all as permitted by the Act, and in accordance with previous contractual commitments.

B. Sinking Fund. There shall be set aside and transferred on or before the 20th day of each month from the Revenue Fund, as a first charge thereon, and deposited in the Sinking Fund sums sufficient to pay when due the principal and interest requirements on the Loan and the Prior Bonds. Specifically, there shall be paid into the Sinking Fund on or before the 20th day of each month, on account of the Loan and the Prior Bonds, not less than the following:

- (1) An amount equal to one-sixth (1/6) of the next succeeding six-month interest payment to become due on the Loan and the Prior Bonds, plus
- (2) A sum equal to one-twelfth (1/12) of the principal due on the Loan and principal due on any Prior Bonds maturing on the next succeeding principal payment date.

In the event additional Parity Bonds are issued pursuant to the conditions and restrictions hereinafter prescribed, the monthly deposits to the Sinking Fund shall be increased to provide for payment of interest thereon and the principal thereof as the same respectively become due.

If for any reason there should be a failure to pay into the Sinking Fund the full amounts above stipulated, then an amount equivalent to such deficiency shall be set apart and paid into the Sinking Fund from the first available income and revenues of the System, subject to the aforesaid priorities.

No further payments need to be made into the Sinking Fund if and when the amount held therein and in any other available fund is at least equal to the amount required to retire all Loan and the Prior Bonds and Parity Bonds and paying all interest that will accrue thereon.

C. Sinking Fund of 2018. After the monthly transfers required in the preceding paragraphs have been paid from the Revenue Fund, there shall next be transferred monthly from said Revenue Fund and deposited into the Sinking Fund of 2018 on or before the 20th day of each month, for payment of interest on and principal of the Series 2018 Bonds, a sum equal to the total of the following:

- (1) An amount equal to one-sixth (1/6) of the next succeeding six-month interest payment to become due on the Series 2018 Bonds, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of any Series 2018 Bonds maturing on the next succeeding principal payment date.

The Sinking Fund of 2018 is hereby pledged for the payment of the interest and the principal of the Series 2018 Bonds, but subject to the vested rights and priorities of the Prior Bonds.

Pursuant to Section 4.3(b)(iv) of the Indenture, the money and investments in the Principal and Interest Account (as defined in the Indenture) may be returned to the Governmental Agency and applied to the final Loan Payment (as defined in the Indenture) for the Governmental Agency.

D. Operation and Maintenance Fund. There shall next be transferred monthly from the Revenue Fund and deposited into said Operation and Maintenance Fund, sums sufficient to meet the current expenses of operating and maintaining the System. The balance

maintained in said Operation and Maintenance Fund shall not be in excess of the amount required to cover anticipated System expenditures for a two-month period pursuant to the Governmental Agency's annual budget.

E. Surplus Funds. Subject to the provisions for the disposition of the income and revenues of the System as set forth hereinabove, which provisions are cumulative, and after paying or providing for the payment of debt service on any subordinate obligations, there shall be transferred, within sixty days after the end of each Fiscal Year, the balance of excess funds in the Revenue Fund on such date, to a depreciation fund for application in accordance with the terms of this Assistance Agreement or to the Sinking Fund to be applied to the maximum extent feasible, to the prompt purchase or redemption of Outstanding Bonds.

Provided, however, notwithstanding anything to the contrary in any Prior Bond Legislation, the Governmental Agency shall be allowed a credit to the extent of moneys on deposit in the Program Reserve Fund for the purpose of meeting any parity requirements in any Prior Bond Legislation; subject however, to the limitation that moneys in the Program Reserve Fund may only be used to make payments of the Government Agency due under this Assistance Agreement, if necessary, and; provided further, that the Trustee may not seek payment for any reserve funds held by the Governmental Agency under any Prior Bond Legislation for payment of any amounts due from the Governmental Agency under this Assistance Agreement.

Section 8. Disposition of Proceeds of the Loan; Governmental Agency Account.

Upon (i) the execution of this Assistance Agreement, (ii) the delivery of this Assistance Agreement to the Trustee, (iii) certification of the Compliance Group that the Loan is to be accepted in the Program, and (iv) upon receipt by the Governmental Agency of the proceeds of the Loan, the proceeds shall be applied as follows:

(a) *Disposition of the Proceeds.* There shall first be deducted and paid from the proceeds of the Loan the fees and costs incurred by the Governmental Agency and any other pertinent expenses incident to the issuance, sale and delivery of the Loan and such other appropriate expenses as may be approved by the Governmental Agency Chief Executive, including but not limited to the Governmental Agency's pro rata share of the Program's fees and expenses.

The balance shall be deposited to the Governmental Agency Account to be used for the Refunding Program.

(b) *Governmental Agency Account.* It is hereby acknowledged that a fund entitled "Christian County Water District Governmental Agency Account" (the "Governmental Agency Account") has been created and maintained by the Trustee pursuant to the Indenture; and such amount on deposit in said Governmental Agency Account shall be transferred to the Rural Development (the "RD") of the Department of Agriculture of the United States of America, the holder of the Refunded Bonds, as may be required:

- (1) To pay the interest on the Refunded Bonds to and including October 15, 2020; and

(2) To redeem on October 15, 2020 at a price equal to 100% of principal amount the Refunded Bonds that as of that date have not been redeemed, retired or otherwise paid, thereby defeasing the pledge of revenues and the property securing the Refunded Bonds.

Investment income derived from investment of the Governmental Agency Account, which shall be invested in Permitted Investments in accordance with this Assistance Agreement, shall, as received, be deposited in the Governmental Agency Account.

The Trustee shall be obligated to send written notice to the Governmental Agency of the need for investment directions if and whenever funds in excess of \$50,000 shall remain uninvested for a period of more than five days. In the absence of written direction from the Governmental Agency with respect to investment of moneys held in the Governmental Agency Account, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Permitted Investments under this Assistance Agreement.

No expenditure shall be made from the Governmental Agency Account except for proper and authorized expenses relating to the Refunding Program as approved by the Governmental Agency.

After completion of the Refunding Program, any balance then remaining on deposit in the Governmental Agency Account shall, subject to any and all applicable legal provisions and applicable arbitrage regulations necessary to assure the exemption of interest on the Loan from Federal income taxation, upon orders of the Governing Body, be transferred to the Sinking Fund, to be used for the purposes thereof.

Section 9. Arbitrage Limitations.

(a) The Governmental Agency covenants that neither the proceeds of the Loan, nor “Non-Exempt Revenues” of the System, as defined below, will be invested in investments that will produce a net adjusted yield in excess of the net interest cost (effective yield) of the Loan, if such investment would cause such Loan to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code, as amended, and the applicable regulations thereunder; provided, however, that such proceeds and/or revenues may be invested to whatever extent and whenever the Code and/or applicable regulations permit same to be invested without causing the Loan to be treated as “arbitrage bonds.”

(b) “Non-Exempt Revenues” within the meaning of the foregoing shall be deemed to refer to revenues of the System deposited in any of the funds earmarked for or reasonably expected to be used for the payment of debt service on the Loan, in excess of “Exempt Revenues,” which Exempt Revenues are:

(1) amounts deposited in the Sinking Fund for the purpose of paying debt service on the Loan within thirteen (13) months from the date of deposit; and

(2) amounts deposited in a depreciation fund or any similar reserve for replacements, reasonably expected to be used for extensions, additions, improvements or replacements to the System, and not reasonably expected to be used to pay debt service (even if pledged to be used to pay debt service in the event of the unexpected inadequacy of other funds pledged for that purpose).

(c) If, and to the extent that any Non-Exempt Revenues are on deposit and are available for investment by reason of the foregoing, such funds shall be subject to the investment limitations set out in Subsection (a) above.

(d) On the basis of information furnished to the Governmental Agency, on known facts, circumstances and reasonable expectations on the date of enactment of this Assistance Agreement, the Governmental Agency certifies as follows:

(1) That it is not expected or contemplated that the proceeds of the Loan will be used or invested in any manner which will cause the Loan to be treated as “arbitrage bonds” within the meaning of Section 148 of the Code and the applicable regulations thereunder.

(2) That it is not expected or contemplated that the Governmental Agency will make any use of the proceeds of the Loan, which, if such use had been reasonably anticipated on the date of issuance of the Loan, would have caused the Loan to be arbitrage bonds.

(3) That it is expected and contemplated that the Governmental Agency will comply with (i) all of the requirements of Section 148 of the Code; and (ii) all of the requirements of the applicable regulations thereunder, to whatever extent is necessary to assure that the Loan will not be treated as arbitrage bonds.

(4) That it is anticipated that amounts on deposit in the Sinking Fund will be used within 13 months from the date of deposit for the payment of debt service on the Loan and all Prior Bonds payable from said Sinking Fund.

(5) That amounts accumulated in the Sinking Fund shall not exceed the limitations set forth in this Assistance Agreement.

(6) That it is not reasonably anticipated that amounts accumulated in a depreciation fund will be used for payment of debt service on any bonds payable from the revenues of the System, even though such depreciation fund will be so available if necessary to prevent a default in the payment of principal and interest on such bonds.

Prior to or at the time of delivery of the Loan, the Governmental Agency Chief Executive and/or the Governmental Agency Treasurer are authorized to execute the appropriate certification with reference to the matters referred to above, setting out all known and contemplated facts concerning such anticipated investment of the proceeds of the Loan, including the execution of necessary and/or desirable certifications of the type contemplated by

the Code and applicable regulations, as amended, in order to assure that interest on the Loan will be exempt from all federal income taxes and that the Loan will not constitute or be treated as arbitrage bonds.

Section 10. Parity Bonds.

The lien and security of and for any bonds or obligations hereafter issued that are payable from the income and revenues of the System, shall, except as set out herein, be subject to the priority of the Prior Bonds and the Loan as may from time to time be outstanding; provided the Governmental Agency has in said Prior Bond Legislation reserved the right and privilege, and does hereby reserve the right and privilege, of issuing additional bonds from time to time payable from the income and revenues of the System ranking on a parity with the Prior Bonds and with the Loan, but only under the conditions specified in the Prior Bond Legislation, which conditions are hereinafter repeated, taking into account the issuance of the Loan.

No other bonds or other obligations shall be issued by the Governmental Agency and made payable from the revenues of the System unless the pledge of revenues for the same is expressly made subordinate and inferior to the lien and pledge herein created; provided, however, the Governmental Agency hereby reserves the right and privilege of issuing additional bonds, from time to time, payable from the revenues of the System, ranking on a basis of equality and parity as to security and source of payment with the Loan, and heretofore issued and outstanding parity bonds, for the following purposes and subject to the following conditions and restrictions:

(A) The Governmental Agency shall have the right to add new System facilities and related auxiliary facilities by the issuance of one or more additional series of bonds to be secured by a parity lien on and ratably payable from the revenues and any other security pledged to the Loan, provided in each instance that:

(i) facility or facilities to be built from the proceeds of the additional parity bonds is or are made a part of the System and its or their revenues are pledged as additional security for the additional parity bonds and the Outstanding Bonds;

(ii) the Governmental Agency is in compliance with all covenants and undertakings in connection with all of its bonds then outstanding and payable from the income and revenues of the System or any part thereof;

(iii) the annual net revenues, defined as gross revenues less Current Expenses of the System for the fiscal year next preceding the issuance of additional parity bonds, are certified by an independent certified public accountant to have been equal to at least one and twenty hundredths (1.20) times the average annual requirements for principal and interest on all bonds then outstanding and payable from the revenues of the System. The term "Current Expenses," as used herein, includes all reasonable and necessary costs of operating, repairing, maintaining and insuring the System, but shall exclude any allowance for depreciation, payments into a depreciation fund for extensions, improvements and extraordinary repairs and maintenance, and payments into a sinking fund and a debt service reserve;

(iv) the estimated average annual net revenues of the facility or facilities to be constructed or acquired with the proceeds of such additional bonds (and any other funds pledged as security), when added to the estimated future average annual net revenues of the then existing System, shall be at least one and twenty hundredths (1.20) times the average annual debt service requirements for principal and interest on all outstanding bonds payable from the revenues of the System and on the additional bonds to be issued. Future net revenue estimates shall be furnished by a recognized independent Consulting Engineer and shall be forecast over a period not exceeding ten (10) years from the date of the additional bonds proposed to be issued. Provided, however, the foregoing conditions and limitations prescribed in subparagraph (iii) and this subparagraph (iv) may be waived or modified by the written consent of the holders of at least seventy-five percent (75%) in principal amount of the Outstanding Bonds and parity bonds.

(B) The Governmental Agency hereby covenants and agrees that in the event additional series of parity bonds are issued, it shall:

(i) adjust the monthly deposits into the Sinking Fund on the same basis as that prescribed in Section 7 hereof to reflect the annual debt service on the additional bonds; and

(ii) adjust and increase appropriately the monthly amount to be deposited into a depreciation fund in accord with controlling resolutions to give recognition to the facilities and equipment to be constructed or acquired with the proceeds of such additional bonds.

(C) The additional parity bonds (sometimes herein referred to as “permitted” to be issued), the issuance of which is restricted and conditioned by this Section, shall be understood to mean bonds or obligations payable from the revenues of the System on a basis of equality and parity with the Loan, and shall not be deemed to include other bonds or obligations, the security and source of payment of which are subordinate and subject to the priority of the Loan and parity bonds herein authorized or permitted to be issued. The Governmental Agency expressly reserves the right to issue the Loan or other obligations payable from the revenues herein pledged, and not ranking on a basis of equality and parity with the Loan and parity bonds herein otherwise referred to, without any proof of previous earnings or net revenues, but only if such bonds or other obligations are issued to provide for additions or extensions or improvements of the System, and only if the same are issued in express recognition of the priorities, liens and rights created and existing for the security, source of payment, and protection of the Loan and parity bonds herein authorized and permitted to be issued. Provided, however, that nothing in this Section is intended or shall be construed as a restriction upon the ordinary refunding of the Loan, and/or of any bonds which may have been issued and are outstanding under any of the provisions of this Assistance Agreement, if such refunding does not operate to increase, in any year until the final maturity of the refunding bonds, the aggregate of the principal and interest requirements of the bonds to remain outstanding and the bonds proposed to be refunded.

Section 11. Rates and Charges for Services of the System.

While the Loan remains outstanding and unpaid, the rates for all services of the System rendered by the Governmental Agency to its citizens, corporations, or others requiring the same, shall be reasonable and just, taking into account and consideration the cost and value of said System, the cost of maintaining and operating the same, the proper and necessary allowances for depreciation thereof, and the amounts necessary for the retirement of the Outstanding Bonds and the accruing interest on all such Bonds as may be outstanding under the provisions of this Assistance Agreement and the Prior Bond Legislation, and there shall be charged such rates and amounts as shall be adequate to meet all requirements of the provisions of this Assistance Agreement. Prior to the issuance of the Loan a schedule of rates and charges for the services rendered by the System to all users adequate to meet all requirements of this Assistance Agreement has been established and adopted.

The Governmental Agency covenants that it will not reduce the rates and charges for the services rendered by the System without first filing with the Governmental Agency Clerk a certification of an Independent Consulting Engineer or a Certified Public Accountant that the annual net revenues (defined in the previous Section) of the then existing System for the fiscal year preceding the year in which such reduction is proposed, as such annual net revenues are adjusted, after taking into account the projected reduction in annual net revenues anticipated to result from any such proposed rate decrease, are equal to not less than 120% of the average annual debt service requirements for principal and interest on all of the Outstanding Bonds, calculated in the manner specified in the previous Section.

The Governmental Agency also covenants to cause a report to be filed with the Governing Body within four months after the end of each fiscal year by a Certified Public Accountant, setting forth the precise debt service coverage percentage of the average annual debt service requirements falling due in any fiscal year thereafter for principal of and interest on all of the then Outstanding Bonds payable from the revenues of the System, produced or provided by the net revenues of the System in that fiscal year, calculated in the manner specified in the previous Section; and the Governmental Agency covenants that if and whenever such report so filed shall establish that such coverage of net revenues for such year was less than 120% of the average annual debt service requirements, the Governmental Agency shall increase the rates by an amount sufficient, in the opinion of such Certified Public Accountant, to establish the existence of or immediate projection of, such minimum 120% coverage.

Section 12. All Obligations Equal.

There shall be no priority among the Loan, the Prior Bonds and any Parity Bonds authorized or permitted to be issued under the provisions of this Assistance Agreement, regardless of the fact that they may be actually issued and delivered at different times.

Section 13. Defeasance and/or Refunding of the Loan.

The Governmental Agency reserves the right, at any time, to cause the pledge of the revenues securing the Loan to be defeased and released by paying an amount into an escrow fund sufficient, when invested (or sufficient without such investment, as the case may be) in cash and/or U.S. Obligations, to assure the availability in such escrow fund of an adequate amount (a)

to call for redemption and to redeem and retire all of such outstanding Loan obligations, both as to principal and as to interest, on the next or any optional redemption date, including all costs and expenses in connection therewith, and to pay all principal and interest falling due on the Loan to and on said date, or (b) to pay all principal and interest requirements on the Loan as same matures, without redemption in advance of maturity, the determination of whether to defease under (a) or (b) or both to be made by the Governing Body. Such U.S. Obligations shall have such maturities as to assure that there will be sufficient funds for such purpose. If such defeasance is to be accomplished pursuant to (a), the Governmental Agency shall take all steps necessary to publish the required notice of the redemption of the Loan obligations and the applicable redemption date. Upon the proper amount of such investments being placed in escrow and so secured, such revenue pledge shall be automatically fully defeased and released without any further action being necessary.

Section 14. Contractual Nature of Assistance Agreement.

The provisions of this Assistance Agreement shall constitute a contract between the Governmental Agency and the Issuer; and after the issuance of the Loan, no change, variation or alteration of any kind in the provisions of this Assistance Agreement shall be made in any manner except as herein or therein provided until such time as the Loan has been paid or provided for in full, or as otherwise provided herein; provided that the Governing Body may enact legislation for any other purpose not inconsistent with the terms of this Assistance Agreement, and which shall not impair the security of the Issuer and/or for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained herein or in any ordinance or other proceedings pertaining hereto.

Section 15. Appointment and Duties of Trustee.

The Trustee is hereby designated as the bond registrar and paying agent with respect to the Loan.

Its duties as Trustee shall be as follows:

- (a) To register the Loan in the name of the Issuer;
- (b) To maintain adequate records relevant to the Loan;
- (c) To remit, but only to the extent that all required funds are made available to the Trustee by the Governmental Agency, semiannual interest payments directly to the Issuer's accounts for the Program;
- (d) To notify the Issuer of any Loan obligations to be redeemed and to redeem the Loan prior to its stated maturity upon receiving sufficient funds; and
- (e) To supply the Governmental Agency with a written accounting evidencing the payment of interest on and principal of the Loan within thirty (30) days following each respective due date.

The Trustee shall be entitled to the advice of counsel and shall be protected for any acts taken by it in good faith in reliance upon such advice. The Trustee shall not be liable for any actions taken in good faith and believed by it to be within its discretion or the power conferred upon it by this Assistance Agreement, or the responsibility for the consequences of any oversight or error in judgment.

The Trustee may at any time resign from its duties set forth in this Assistance Agreement by filing its resignation with the Governmental Agency Clerk and notifying the Issuer. Thereupon, the Issuer shall notify the Governmental Agency of a successor Trustee which shall be an incorporated bank or trust company authorized to transact business in the United States of America. Notwithstanding the foregoing, in the event of the resignation of the Trustee, provision shall be made for the orderly transition of the books, records and accounts relating to the Loan to the successor Trustee in order that there will be no delinquencies in the payment of interest or principal due on the Loan.

Section 16. Provisions in Conflict Repealed.

All ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed; and it is hereby specifically ordered and provided that any proceedings heretofore taken for the issuance of other bonds payable or secured in any manner by all or any part of the income and revenues of the System, or any part thereof, and which have not heretofore been issued and delivered, are hereby revoked and rescinded, and none of such other bonds shall be issued and delivered.

Section 17. Covenant of Governmental Agency to Take All Action Necessary to Assure Compliance with the Internal Revenue Code of 1986.

In order to assure purchasers of the Loan that interest thereon will continue to be exempt from federal and Kentucky income taxation (subject to certain exceptions set out below), the Governmental Agency covenants to and with the Issuer that (1) the Governmental Agency will take all actions necessary to comply with the provisions of the Code, (2) the Governmental Agency will take no actions which will violate any of the provisions of the Code, or would cause the Loan to become "private activity bonds" within the meaning of the Code, (3) none of the proceeds of the Loan will be used for any purpose which would cause the interest on the Loan to become subject to federal income taxation, and the Governmental Agency will comply with any and all requirements as to rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Loan.

The Governmental Agency reserves the right to amend this Assistance Agreement but only with the consent of the Issuer (i) to whatever extent shall, in the opinion of Bond Counsel, be deemed necessary to assure that interest on the Loan shall be exempt from federal income taxation, and (ii) to whatever extent shall be permissible (without jeopardizing such tax exemption or the security of such owners) to eliminate or reduce any restrictions concerning the investment of the proceeds of the Loan, or the application of such proceeds or of the revenues of the System. The purchasers of the Loan are deemed to have relied fully upon these covenants and undertakings on the part of the Governmental Agency as part of the consideration for the purchase of the Loan. To the extent that the Governmental Agency obtains an opinion of nationally recognized bond counsel to the effect that non-compliance with any of the covenants

contained in this Assistance Agreement or referred to in this Assistance Agreement would not subject interest on the Loan to federal income taxes or Kentucky income taxes, the Governmental Agency shall not be required to comply with such covenants or requirements.

This Assistance Agreement is executed in contemplation that Bond Counsel will render an opinion as to exemption of principal of the Loan from Kentucky ad valorem taxation and as to exemption of interest on the Loan from federal and Kentucky income taxation, based on the assumption by Bond Counsel that the Governmental Agency complies with covenants made by the Governmental Agency with respect to compliance with the provisions of the Code, and based on the assumption of compliance by the Governmental Agency with requirements as to any required rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Loan. The Governmental Agency has been advised that based on the foregoing assumptions of compliance, Bond Counsel is of the opinion that the Loan is not an "arbitrage bond" within the meaning of Section 148 of the Code.

Section 18. Insurance.

(a) *Fire and Extended Coverage.* If and to the extent that the System includes structures above ground level, the Governmental Agency shall, upon receipt of the proceeds of the sale of the Loan, if such insurance is not already in force, procure fire and extended coverage insurance on the insurable portion of all of the facilities of the System, of a kind and in such amounts as would ordinarily be carried by private companies or public bodies engaged in operating a similar utility.

The foregoing fire and extended coverage insurance shall be maintained so long as the Loan is outstanding and shall be in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged facility.

In the event of any damage to or destruction of any part of the System the Governmental Agency shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof.

(b) *Liability Insurance on Facilities.* So long as the Loan is outstanding, the Governmental Agency shall, procure and maintain, public liability insurance relating to the operation of the facilities of the System, with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death; and not less than \$200,000 from claims for damage to property of others which may arise from the Governmental Agency's operations of the System and any other facilities constituting a portion of the System.

(c) *Vehicle Liability Insurance.* If and to the extent that the Governmental Agency owns or operates vehicles in the operation of the System, upon receipt of the proceeds of the Loan, the Governmental Agency shall, if such insurance is not already in force, procure and maintain, so long as the Loan is outstanding, vehicular public liability insurance with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death, and

not less than \$200,000 against claims for damage to property of others which may arise from the operation of such vehicles by the Governmental Agency.

Section 19. Event of Default; Remedies.

The following items shall constitute an “Event of Default” on the part of the Governmental Agency:

(a) The failure to pay principal on the Loan when due and payable, either at maturity or by proceedings for redemption;

(b) The failure to pay any installment of interest on the Loan when the same shall become due and payable;

(c) The failure of the Governmental Agency to fulfill any of its obligations pursuant to this Assistance Agreement and to cure any such failure within 30 days after receipt of written notice of such failure; and/or

(d) The failure to promptly repair, replace or reconstruct essential facilities of the System after any major damage and/or destruction thereof.

Upon the occurrence of an Event of Default, the Issuer or the Trustee on its behalf, as owner of the Loan, may enforce and compel the performance of all duties and obligations of the Governmental Agency as set forth herein. Upon the occurrence of an Event of Default, then, upon the filing of suit by the Trustee or the Issuer, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Governmental Agency, with power to charge and collect rates sufficient to provide for the payment of the principal of and interest on the Loan, and for the payment of operation and maintenance expenses of the System, and to provide and apply the income and revenues in conformity with this Assistance Agreement and with the laws of the Commonwealth of Kentucky.

In addition to and apart from the foregoing, upon the occurrence of an Event of Default, the owner of the Loan may require the Governmental Agency by demand, court order, injunction, or otherwise, to raise all applicable rates charged for services of the System a reasonable amount, consistent with the requirements of this Assistance Agreement.

Section 20. Annual Reports.

The Governmental Agency hereby agrees to provide or cause to be provided to the Issuer and the Compliance Group audited financial statements prepared in accordance with generally accepted accounting principles (commencing with the Fiscal Year preceding the Fiscal Year in which this Agreement is executed) and such other financial information and/or operating data as requested by the Issuer or the Compliance Group.

The annual financial information and operating data, including audited financial statements, will be made available on or before 180 days after the end of each Fiscal Year.

Section 21. Supplemental Assistance Agreement.

The Governmental Agency may, but only with the consent of the Issuer, execute one or more supplemental Assistance Agreements as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Assistance Agreement;
- (b) to subject to the lien and pledge of this Assistance Agreement additional revenues, properties, or collateral which may legally be subjected;
- (c) to add to the conditions, limitations and restrictions on the issuance of bonds, other conditions, limitations and restrictions thereafter to be observed;
- (d) to add to the covenants and agreements of the Governmental Agency in this Assistance Agreement, other covenants and agreements thereafter to be incurred by the Governmental Agency or to surrender any right or power herein reserved to or conferred upon the Governmental Agency;
- (e) to effect the issuance of additional Parity Bonds; and/or
- (f) to modify the terms and conditions of this Assistance Agreement at the request of the Issuer in order to assist the Issuer in operating the Program or to maintain any rating the Issuer may have on its Program obligations.

Section 22. No Remedy Exclusive.

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

Section 23. Waivers.

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

Section 24. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto shall become in default under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefore to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

Section 25. Signatures of Officers.

If any of the officers whose signatures or facsimile signatures appear on this Assistance Agreement or any other document evidencing the Loan cease to be such officers before delivery of the Loan, such signatures shall nevertheless be valid for all purposes the same as if such officers had remained in office until delivery, as provided by KRS 58.040 and KRS 61.390.

Section 26. Severability Clause.

If any section, paragraph, clause or provision of this Assistance Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Assistance Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By  _____
President

Attest:

By  _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Christian County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By _____
Secretary/Treasurer

CHRISTIAN COUNTY WATER DISTRICT

By Ashbel Brunson III
Chairman

Attest:

By Debra Howard
Secretary

EXHIBIT A

Debt Service Schedule

**KRWFC Flexible Term Program Series 2020 G
Sinking Fund Payment Schedule**

Borrower: Christian County Water District
Closing Date: 10/13/20

	Monthly Principal	Monthly Interest	Total Monthly Sinking Fund Payments
12/20-1/21	1,250.00	4,373.07	5,623.07
2/21-7/21	1,250.00	4,400.54	5,650.54
8/21-1/22	3,333.33	3,642.19	6,975.52
2/22-7/22	3,333.33	3,642.19	6,975.52
8/22-1/23	3,333.33	3,567.19	6,900.52
2/23-7/23	3,333.33	3,567.19	6,900.52
8/23-1/24	3,750.00	3,492.19	7,242.19
2/24-7/24	3,750.00	3,492.19	7,242.19
8/24-1/25	3,750.00	3,407.81	7,157.81
2/25-7/25	3,750.00	3,407.81	7,157.81
8/25-1/26	3,750.00	3,323.44	7,073.44
2/26-7/26	3,750.00	3,323.44	7,073.44
8/26-1/27	3,750.00	3,126.56	6,876.56
2/27-7/27	3,750.00	3,126.56	6,876.56
8/27-1/28	4,166.67	2,929.69	7,096.36
2/28-7/28	4,166.67	2,929.69	7,096.36
8/28-1/29	4,166.67	2,710.94	6,877.61
2/29-7/29	4,166.67	2,710.94	6,877.61
8/29-1/30	4,166.67	2,617.19	6,783.86
2/30-7/30	4,166.67	2,617.19	6,783.86
8/30-2/31	4,583.33	2,481.77	7,065.11
2/31-7/31	4,583.33	2,481.77	7,065.11
8/31-1/32	4,583.33	2,332.81	6,916.15
2/32-7/32	4,583.33	2,332.81	6,916.15
8/32-1/33	4,583.33	2,229.69	6,813.02
2/33-7/33	4,583.33	2,229.69	6,813.02
8/33-1/34	5,000.00	2,126.56	7,126.56
2/34-7/34	5,000.00	2,126.56	7,126.56
8/34-1/35	5,000.00	2,014.06	7,014.06
2/35-7/35	5,000.00	2,014.06	7,014.06
8/35-1/36	5,000.00	1,901.56	6,901.56
2/36-7/36	5,000.00	1,901.56	6,901.56
8/36-1/37	5,000.00	1,782.81	6,782.81
2/37-7/37	5,000.00	1,782.81	6,782.81
8/37-1/37	5,416.67	1,664.06	7,080.73
2/38-7/38	5,416.67	1,664.06	7,080.73
8/38-1/39	5,416.67	1,528.65	6,945.31
2/39-7/39	5,416.67	1,528.65	6,945.31
8/39-1/40	5,416.67	1,393.23	6,809.90
2/40-7/40	5,416.67	1,393.23	6,809.90
8/40-1/41	5,416.67	1,257.81	6,674.48
2/41-7/41	5,416.67	1,257.81	6,674.48
8/41-1/42	5,833.33	1,115.63	6,948.96
2/42-7/42	5,833.33	1,115.63	6,948.96
8/42-1/43	5,833.33	962.50	6,795.83
2/43-7/43	5,833.33	962.50	6,795.83
8/43-1/44	5,833.33	809.38	6,642.71
2/44-7/44	5,833.33	809.38	6,642.71
8/44-1/45	5,833.33	656.25	6,489.58
2/45-7/45	5,833.33	656.25	6,489.58
8/45-1/46	6,250.00	503.13	6,753.13
2/46-7/46	6,250.00	503.13	6,753.13
8/46-1/47	6,250.00	339.06	6,589.06
2/47-7/47	6,250.00	339.06	6,589.06
8/47-1/48	6,666.67	175.00	6,841.67
2/48-7/48	6,666.67	175.00	6,841.67
	<u>1,595,000.00</u>	<u>684,238.97</u>	<u>2,279,243.37</u>

Attachment #9

CHRISTIAN COUNTY WATER
DISTRICT

2004 WATER REVENUE BONDS

BOND AMOUNT: \$400,000
ISSUE DATE: 06-30-2004

Rural Develop Phase 6

PMT YEAR	PRINC. BALNCE	INT RATE	INT DUE 1-Jan	PRINC DUE 1-Jan	INT DUE 1-Jul	TOTAL DEBT SERVICE
2004	400,000	4.3750	0.00	0	49.75	49.75
2005	400,000	4.3750	8,750.00	0	8,750.00	17,500.00
2006	400,000	4.3750	8,750.00	4,000	8,750.00	21,500.00
2007	396,000	4.3750	8,662.50	4,000	8,662.50	21,325.00
2008	392,000	4.3750	8,575.00	4,500	8,575.00	21,650.00
2009	387,500	4.3750	8,476.56	4,500	8,476.56	21,453.13
2010	383,000	4.3750	8,378.13	5,000	8,378.13	21,756.25
2011	378,000	4.3750	8,268.75	5,000	8,268.75	21,537.50
2012	373,000	4.3750	8,159.38	5,500	8,159.38	21,818.75
2013	367,500 ✓	4.3750	8,039.06	5,500	8,039.06	21,578.13
2014	362,000	4.3750	7,918.75	6,000	7,918.75	21,837.50
2015	356,000	4.3750	7,787.50	6,000	7,787.50	21,575.00
2016	350,000	4.3750	7,656.25	6,500	7,656.25	21,812.50
2017	343,500 ✓	4.3750	✓7,514.06	✓6,500	7,514.06 ✓	21,528.13
2018	337,000	4.3750	✓7,371.88	✓7,000	7,371.88 ✓	21,743.75
2019	330,000	4.3750	✓7,218.75	✓7,500	7,218.75 ✓	21,937.50
2020	322,500	4.3750	✓7,054.69	✓7,500	7,054.69 ✓	21,609.38
2021	315,000	4.3750	✓6,890.63	✓8,000	6,890.63	21,781.25
2022	307,000	4.3750	6,715.63	8,500	6,715.63	21,931.25
2023	298,500	4.3750	6,529.69	8,500	6,529.69	21,559.38
2024	290,000	4.3750	6,343.75	9,000	6,343.75	21,687.50
2025	281,000	4.3750	6,146.88	9,500	6,146.88	21,793.75
2026	271,500	4.3750	5,939.06	10,000	5,939.06	21,878.13
2027	261,500	4.3750	5,720.31	10,500	5,720.31	21,940.63
2028	251,000	4.3750	5,490.63	11,000	5,490.63	22,756.38
2029	240,000	4.3750	5,250.00	11,500	5,250.00	22,000.00
2030	228,500	4.3750	4,998.44	12,000	4,998.44	21,996.88
2031	216,500	4.3750	4,735.94	12,500	4,735.94	21,971.88
2032	204,000	4.3750	4,462.50	13,000	4,462.50	21,925.00
2033	191,000	4.3750	4,178.13	13,500	4,178.13	21,856.25
2034	177,500	4.3750	3,882.81	14,500	3,882.81	22,265.63
2035	163,000	4.3750	3,565.63	15,000	3,565.63	22,131.25
2036	148,000	4.3750	3,237.50	15,500	3,237.50	21,975.00
2037	132,500	4.3750	2,898.44	16,500	2,898.44	22,296.88
2038	116,000	4.3750	2,537.50	17,000	2,537.50	22,075.00
2039	99,000	4.3750	2,165.63	18,000	2,165.63	22,331.25
2040	81,000	4.3750	1,771.88	19,000	1,771.88	22,543.75
2041	62,000	4.3750	1,356.25	19,500	1,356.25	22,212.50
2042	42,500	4.3750	929.69	20,500	929.69	22,359.38
2043	22,000	4.3750	481.25	22,000	0.00	22,481.25
TOTAL BOND PAYMENTS DUE:				400,000		849,962.38

Phase VI
221.90

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2012 C

Borrower: Christian County Water District
 Closing Date: 05/02/12

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
07/01/12						
01/01/13	60,000.00	2.150%	77,443.98	450.00	137,893.98	
07/01/13			51,176.25		51,176.25	189,070.23
01/01/14	85,000.00	2.150%	51,176.25	450.00	136,626.25	
07/01/14			50,262.50		50,262.50	186,888.75
01/01/15	90,000.00	2.150%	50,262.50	450.00	140,712.50	
07/01/15			49,295.00		49,295.00	190,007.50
01/01/16	90,000.00	2.150%	49,295.00	450.00	139,745.00	
07/01/16			48,327.50		48,327.50	188,072.50
01/01/17	90,000.00	2.150%	48,327.50	450.00	138,777.50	
07/01/17			47,360.00		47,360.00	186,137.50
01/01/18	95,000.00	3.150%	47,360.00	450.00	142,810.00	
07/01/18			45,863.75		45,863.75	188,673.75
01/01/19	95,000.00	3.150%	45,863.75	450.00	141,313.75	
07/01/19			44,367.50		44,367.50	185,681.25
01/01/20	100,000.00	3.150%	44,367.50	450.00	144,817.50	
07/01/20			42,792.50		42,792.50	187,610.00
01/01/21	105,000.00	3.150%	42,792.50	450.00	148,242.50	
07/01/21			41,138.75		41,138.75	189,381.25
01/01/22	110,000.00	3.150%	41,138.75	450.00	151,588.75	
07/01/22			39,406.25		39,406.25	190,995.00
01/01/23	110,000.00	3.150%	39,406.25	450.00	149,856.25	
07/01/23			37,673.75		37,673.75	187,530.00
01/01/24	115,000.00	3.275%	37,673.75	450.00	153,123.75	
07/01/24			35,790.63		35,790.63	188,914.38
01/01/25	120,000.00	3.400%	35,790.63	450.00	156,240.63	
07/01/25			33,750.63		33,750.63	189,991.26
01/01/26	125,000.00	3.525%	33,750.63	450.00	159,200.63	
07/01/26			31,547.50		31,547.50	190,748.13
01/01/27	125,000.00	3.650%	31,547.50	450.00	156,997.50	
07/01/27			29,266.25		29,266.25	186,263.75
01/01/28	135,000.00	4.150%	29,266.25	450.00	164,716.25	
07/01/28			26,465.00		26,465.00	191,181.25
01/01/29	140,000.00	4.150%	26,465.00	450.00	166,915.00	
07/01/29			23,560.00		23,560.00	190,475.00
01/01/30	145,000.00	3.900%	23,560.00	450.00	169,010.00	
07/01/30			20,732.50		20,732.50	189,742.50
01/01/31	150,000.00	3.900%	20,732.50	450.00	171,182.50	
07/01/31			17,807.50		17,807.50	188,990.00
01/01/32	155,000.00	3.900%	17,807.50	450.00	173,257.50	
07/01/32			14,785.00		14,785.00	188,042.50
01/01/33	165,000.00	3.900%	14,785.00	450.00	180,235.00	
07/01/33			11,567.50		11,567.50	191,802.50
01/01/34	170,000.00	3.900%	11,567.50	450.00	182,017.50	
07/01/34			8,252.50		8,252.50	190,270.00
01/01/35	95,000.00	3.900%	8,252.50	450.00	103,702.50	
07/01/35			6,400.00		6,400.00	110,102.50
01/01/36	105,000.00	4.000%	6,400.00	450.00	111,850.00	
07/01/36			4,300.00		4,300.00	116,150.00
01/01/37	105,000.00	4.000%	4,300.00	450.00	109,750.00	
07/01/37			2,200.00		2,200.00	111,950.00
01/01/38	110,000.00	4.000%	2,200.00	450.00	112,650.00	
07/01/38						112,650.00
Totals	<u>2,990,000.00</u>		<u>1,605,621.50</u>	<u>11,700.00</u>	<u>4,607,321.50</u>	

KRWFC Flexible Term Program Series 2012 C
Sinking Fund Payment Schedule

Borrower: Christian County Water District
Closing Date: 05/02/12

	Monthly Principal	Monthly Interest	Total Monthly Sinking Fund Payments
8/12-1/13	8,571.43	11,063.43	19,634.85
2/13-7/13	7,083.33	8,529.38	15,612.71
8/13-1/14	7,083.33	8,529.38	15,612.71
2/14-8/14	7,500.00	8,377.08	15,877.08
8/14-1/15	7,500.00	8,377.08	15,877.08
2/15-7/15	7,500.00	8,215.83	15,715.83
8/15-1/16	7,500.00	8,215.83	15,715.83
2/16-7/16	7,500.00	8,054.58	15,554.58
8/16-1/17	7,500.00	8,054.58	15,554.58
2/17-7/17	7,916.67	7,893.33	15,810.00
8/17-1/18	7,916.67	7,893.33	15,810.00
2/18-7/18	7,916.67	7,643.96	15,560.63
8/18-1/19	7,916.67	7,643.96	15,560.63
2/19-7/19	8,333.33	7,394.58	15,727.92
8/19-1-20	8,333.33	7,394.58	15,727.92
2/20-7/20	8,750.00	7,132.08	15,882.08
8/20-1/21	8,750.00	7,132.08	15,882.08
2/21-7/21	9,166.67	6,856.46	16,023.13
8/21-1/22	9,166.67	6,856.46	16,023.13
2/22-7/22	9,166.67	6,567.71	15,734.38
8/22-1/23	9,166.67	6,567.71	15,734.38
2/23-7/23	9,583.33	6,278.96	15,862.29
8/23-1/24	9,583.33	6,278.96	15,862.29
2/24-7/24	10,000.00	5,965.11	15,965.11
8/24-1/25	10,000.00	5,965.11	15,965.11
2/25-7/25	10,416.67	5,625.11	16,041.77
8/25-1/26	10,416.67	5,625.11	16,041.77
2/26-7/26	10,416.67	5,257.92	15,674.58
8/26-1/27	10,416.67	5,257.92	15,674.58
2/27-7/27	11,250.00	4,877.71	16,127.71
8/27-1/28	11,250.00	4,877.71	16,127.71
2/28-7/28	11,666.67	4,410.83	16,077.50
8/28-1/29	11,666.67	4,410.83	16,077.50
2/29-7/29	12,083.33	3,926.67	16,010.00
8/29-1/30	12,083.33	3,926.67	16,010.00
2/30-7/30	12,500.00	3,455.42	15,955.42
8/30-2/31	12,500.00	3,455.42	15,955.42
2/31-7/31	12,916.67	2,967.92	15,884.58
8/31-1/32	12,916.67	2,967.92	15,884.58
2/32-7/32	13,750.00	2,464.17	16,214.17
8/32-1/33	13,750.00	2,464.17	16,214.17
2/33-7/33	14,166.67	1,927.92	16,094.58
8/33-1/34	14,166.67	1,927.92	16,094.58
2/34-7/34	7,916.67	1,375.42	9,292.08
8/34-1/35	7,916.67	1,375.42	9,292.08
2/35-7/35	8,750.00	1,066.67	9,816.67
8/35-1/36	8,750.00	1,066.67	9,816.67
2/36-7/36	8,750.00	716.67	9,466.67
8/36-1/37	8,750.00	716.67	9,466.67
2/37-7/37	9,166.67	366.67	9,533.33
8/37-1/38	9,166.67	366.67	9,533.33
2/38-7/38	-	-	-
	<u>2,990,000.00</u>	<u>1,605,621.50</u>	<u>4,595,621.50</u>

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2013 B

Borrower: Christian County Water District
 Closing Date: 02/27/13

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
01/01/13						
07/01/13			20,526.38		20,526.38	20,526.38
01/01/14	95,000.00	2.300%	23,991.88	450.00	119,441.88	
07/01/14			22,899.38		22,899.38	142,341.26
01/01/15	95,000.00	2.300%	22,899.38	450.00	118,349.38	
07/01/15			21,806.88		21,806.88	140,156.26
01/01/16	95,000.00	2.300%	21,806.88	450.00	117,256.88	
07/01/16			20,714.38		20,714.38	137,971.26
01/01/17	100,000.00	2.300%	20,714.38	450.00	121,164.38	
07/01/17			19,564.38		19,564.38	140,728.76
01/01/18	105,000.00	2.300%	19,564.38	405.00	124,969.38	
07/01/18			18,356.88		18,356.88	143,326.26
01/01/19	105,000.00	2.300%	18,356.88	450.00	123,806.88	
07/01/19			17,149.38		17,149.38	140,956.26
01/01/20	110,000.00	2.300%	17,149.38	450.00	127,599.38	
07/01/20			15,884.38		15,884.38	143,483.76
01/01/21	115,000.00	2.800%	15,884.38	450.00	131,334.38	
07/01/21			14,274.38		14,274.38	145,608.76
01/01/22	115,000.00	2.800%	14,274.38	450.00	129,724.38	
07/01/22			12,664.38		12,664.38	142,388.76
01/01/23	120,000.00	2.800%	12,664.38	450.00	133,114.38	
07/01/23			10,984.38		10,984.38	144,098.76
01/01/24	125,000.00	2.925%	10,984.38	450.00	136,434.38	
07/01/24			9,156.25		9,156.25	145,590.63
01/01/25	130,000.00	3.050%	9,156.25	450.00	139,606.25	
07/01/25			7,173.75		7,173.75	146,780.00
01/01/26	135,000.00	3.050%	7,173.75	450.00	142,623.75	
07/01/26			5,115.00		5,115.00	147,738.75
01/01/27	135,000.00	3.300%	5,115.00	450.00	140,565.00	
07/01/27			2,887.50		2,887.50	143,452.50
01/01/28	145,000.00	3.300%	2,887.50	450.00	148,337.50	
07/01/28			495.00		495.00	148,832.50
01/01/29	30,000.00	3.300%	495.00	450.00	30,945.00	
Totals	<u>1,755,000.00</u>		<u>442,770.86</u>	<u>7,155.00</u>	<u>2,204,925.86</u>	<u>2,173,980.86</u>

KRWFC Flexible Term Program Series 2013 B
Sinking Fund Payment Schedule

Borrower: Christian County Water District
Closing Date: 02/27/13

	Monthly Principal	Monthly Interest	Total Monthly Sinking Fund Payments
4/13-7/13	9,500.00	5,131.60	14,631.60
8/13-1/14	9,500.00	3,998.65	13,498.65
2/14-8/14	7,916.67	3,816.56	11,733.23
8/14-1/15	7,916.67	3,816.56	11,733.23
2/15-7/15	7,916.67	3,634.48	11,551.15
8/15-1/16	7,916.67	3,634.48	11,551.15
2/16-7/16	8,333.33	3,452.40	11,785.73
8/16-1/17	8,333.33	3,452.40	11,785.73
2/17-7/17	8,750.00	3,260.73	12,010.73
8/17-1/18	8,750.00	3,260.73	12,010.73
2/18-7/18	8,750.00	3,059.48	11,809.48
8/18-1/19	8,750.00	3,059.48	11,809.48
2/19-7/19	9,166.67	2,858.23	12,024.90
8/19-1-20	9,166.67	2,858.23	12,024.90
2/20-7/20	9,583.33	2,647.40	12,230.73
8/20-1/21	9,583.33	2,647.40	12,230.73
2/21-7/21	9,583.33	2,379.06	11,962.40
8/21-1/22	9,583.33	2,379.06	11,962.40
2/22-7/22	10,000.00	2,110.73	12,110.73
8/22-1/23	10,000.00	2,110.73	12,110.73
2/23-7/23	10,416.67	1,830.73	12,247.40
8/23-1/24	10,416.67	1,830.73	12,247.40
2/24-7/24	10,833.33	1,526.04	12,359.38
8/24-1/25	10,833.33	1,526.04	12,359.38
2/25-7/25	11,250.00	1,195.63	12,445.63
8/25-1/26	11,250.00	1,195.63	12,445.63
2/26-7/26	11,250.00	852.50	12,102.50
8/26-1/27	11,250.00	852.50	12,102.50
2/27-7/27	12,083.33	481.25	12,564.58
8/27-1/28	12,083.33	481.25	12,564.58
2/28-7/28	2,500.00	82.50	2,582.50
8/28-1/29	2,500.00	82.50	2,582.50
	<u>1,755,000.00</u>	<u>442,770.86</u>	<u>2,197,770.86</u>

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2016 B

Borrower: Christian County Water District
 Closing Date: 05/12/16

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
07/01/16						
01/01/17	120,000.00	3.250%	42,573.13	450.00	163,023.13	
07/01/17			30,418.75		30,418.75	193,441.88
01/01/18	130,000.00	3.250%	30,418.75	450.00	160,868.75	
07/01/18			28,306.25		28,306.25	189,175.00
01/01/19	145,000.00	3.250%	28,306.25	450.00	173,756.25	
07/01/19			25,950.00		25,950.00	199,706.25
01/01/20	145,000.00	3.250%	25,950.00	450.00	171,400.00	
07/01/20			23,593.75		23,593.75	194,993.75
01/01/21	155,000.00	2.250%	23,593.75	450.00	179,043.75	
07/01/21			21,850.00		21,850.00	200,893.75
01/01/22	150,000.00	2.250%	21,850.00	450.00	172,300.00	
07/01/22			20,162.50		20,162.50	192,462.50
01/01/23	155,000.00	2.250%	20,162.50	450.00	175,612.50	
07/01/23			18,418.75		18,418.75	194,031.25
01/01/24	165,000.00	2.250%	18,418.75	450.00	183,868.75	
07/01/24			16,562.50		16,562.50	200,431.25
01/01/25	165,000.00	3.250%	16,562.50	450.00	182,012.50	
07/01/25			13,881.25		13,881.25	195,893.75
01/01/26	170,000.00	3.250%	13,881.25	450.00	184,331.25	
07/01/26			11,118.75		11,118.75	195,450.00
01/01/27	175,000.00	2.750%	11,118.75	450.00	186,568.75	
07/01/27			8,712.50		8,712.50	195,281.25
01/01/28	180,000.00	3.000%	8,712.50	450.00	189,162.50	
07/01/28			6,012.50		6,012.50	195,175.00
01/01/29	180,000.00	3.250%	6,012.50	450.00	186,462.50	
07/01/29			3,087.50		3,087.50	189,550.00
01/01/30	190,000.00	3.250%	3,087.50	450.00	193,537.50	
						193,537.50
Totals	<u>2,225,000.00</u>		<u>498,723.13</u>	<u>6,300.00</u>	<u>2,730,023.13</u>	<u>2,730,023.13</u>

**KRWFC Flexible Term Program Series 2016 B
Sinking Fund Payment Schedule**

Borrower: Christian County Water District
Closing Date: 05/12/16

	Monthly Principal	Monthly Interest	Total Monthly Sinking Fund Payments
6/16-1/17	15,000.00	5,321.64	20,321.64
2/17-7/17	10,833.33	5,069.79	15,903.13
8/17-1/18	10,833.33	5,069.79	15,903.13
2/18-7/18	12,083.33	4,717.71	16,801.04
8/18-1/19	12,083.33	4,717.71	16,801.04
2/19-7/19	12,083.33	4,325.00	16,408.33
8/19-1-20	12,083.33	4,325.00	16,408.33
2/20-7/20	12,916.67	3,932.29	16,848.96
8/20-1/21	12,916.67	3,932.29	16,848.96
2/21-7/21	12,500.00	3,641.67	16,141.67
8/21-1/22	12,500.00	3,641.67	16,141.67
2/22-7/22	12,916.67	3,360.42	16,277.08
8/22-1/23	12,916.67	3,360.42	16,277.08
2/23-7/23	13,750.00	3,069.79	16,819.79
8/23-1/24	13,750.00	3,069.79	16,819.79
2/24-7/24	13,750.00	2,760.42	16,510.42
8/24-1/25	13,750.00	2,760.42	16,510.42
2/25-7/25	14,166.67	2,313.54	16,480.21
8/25-1/26	14,166.67	2,313.54	16,480.21
2/26-7/26	14,583.33	1,853.13	16,436.46
8/26-1/27	14,583.33	1,853.13	16,436.46
2/27-7/27	15,000.00	1,452.08	16,452.08
8/27-1/28	15,000.00	1,452.08	16,452.08
2/28-7/28	15,000.00	1,002.08	16,002.08
8/28-1/29	15,000.00	1,002.08	16,002.08
2/29-7/29	15,833.33	514.58	16,347.92
8/29-1/30	15,833.33	514.58	16,347.92
2/30-7/30	-	-	-
	<u>2,225,000.00</u>	<u>498,723.13</u>	<u>2,723,723.13</u>

**PHASE VIII - 2018 BONDS
AMORTIZATION SCHEDULE**

	Interest	Principal	Total
1/1/2019	24,750.00 ✓		24,750.00
7/1/2019	24,750.00	✓27,500	52,250.00
1/1/2020	24,371.88 ✓		24,371.88
7/1/2020	24,371.88 ✓	✓28,000.	52,371.88
1/1/2021	23,986.88 ✓		23,986.88
7/1/2021	23,986.88	✓29,000	52,986.88
1/1/2022	23,588.13		23,588.13
7/1/2022	23,588.13	30,000	53,588.13
1/1/2023	23,175.63		23,175.63
7/1/2023	23,175.63	30,500	53,675.63
1/1/2024	22,756.25		22,756.25
7/1/2024	22,756.25	31,500	54,256.25
1/1/2025	22,323.13		22,323.13
7/1/2025	22,323.13	32,500	54,823.13
1/1/2026	21,876.25		21,876.25
7/1/2026	21,876.25	33,000	54,876.25
1/1/2027	21,422.50		21,422.50
7/1/2027	21,422.50	34,000	55,422.50
1/1/2028	20,955.00		20,955.00
7/1/2028	20,955.00	35,000	55,955.00
1/1/2029	20,473.75		20,473.75
7/1/2029	20,473.75	36,000	56,473.75
1/1/2030	19,978.75		19,978.75
7/1/2030	19,978.75	37,000	56,978.75
1/1/2031	19,470.00		19,470.00
7/1/2031	19,470.00	38,000	57,470.00
1/1/2032	18,947.50		18,947.50
7/1/2032	18,947.50	39,000	57,947.50
1/1/2033	18,411.25		18,411.25
7/1/2033	18,411.25	40,000	58,411.25

1/1/2034	17,861.25		17,861.25
7/1/2034	17,861.25	41,000	58,861.25
1/1/2035	17,297.50		17,297.50
7/1/2035	17,297.50	42,500	59,797.50
1/1/2036	16,713.13		16,713.13
7/1/2036	16,713.13	43,500	60,213.13
1/1/2037	16,115.00		16,115.00
7/1/2037	16,115.00	44,500	60,615.00
1/1/2038	15,503.13		15,503.13
7/1/2038	15,503.13	46,000	61,503.13
1/1/2039	14,870.63		14,870.63
7/1/2039	14,870.63	47,000	61,870.63
1/1/2040	14,224.38		14,224.38
7/1/2040	14,224.38	48,500	62,724.38
1/1/2041	13,557.50		13,557.50
7/1/2041	13,557.50	50,000	63,557.50
1/1/2042	12,870.00		12,870.00
7/1/2042	12,870.00	51,000	63,870.00
1/1/2043	12,168.75		12,168.75
7/1/2043	12,168.75	52,500	64,668.75
1/1/2044	11,446.88		11,446.88
7/1/2044	11,446.88	54,000	65,446.88
1/1/2045	10,704.38		10,704.38
7/1/2045	10,704.38	55,500	66,204.38
1/1/2046	9,941.25		9,941.25
7/1/2046	9,941.25	57,000	66,941.25
1/1/2047	9,157.50		9,157.50
7/1/2047	9,157.50	58,500	67,657.50
1/1/2048	8,353.13		8,353.13
7/1/2048	8,353.13	60,000	68,353.13
1/1/2049	7,528.13		7,528.13
7/1/2049	7,528.13	62,000	69,528.13
1/1/2050	6,675.63		6,675.63
7/1/2050	6,675.63	63,500	70,175.63

1/1/2051	5,802.50		5,802.50
7/1/2051	5,802.50	65,500	71,302.50
1/1/2052	4,901.88		4,901.88
7/1/2052	4,901.88	67,000	71,901.88
1/1/2053	3,980.63		3,980.63
7/1/2053	3,980.63	69,000	72,980.63
1/1/2054	3,031.88		3,031.88
7/1/2054	3,031.88	71,000	74,031.88
1/1/2055	2,055.63		2,055.63
7/1/2055	2,055.63	73,000	75,055.63
1/1/2056	1,051.88		1,051.88
7/1/2056	1,051.88	76,500	77,551.88
	1,124,598.75	1,800,000.00	2,924,598.75

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2020 G

Borrower: Christian County Water District
 Closing Date: 10/13/20

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
01/01/20						
07/01/20						
01/01/21						
07/01/21	10,000.00	2.250%	35,145.00		45,145.00	45,145.00
01/01/22			21,853.13	450.00	22,303.13	
07/01/22	40,000.00	2.250%	21,853.13		61,853.13	84,156.26
01/01/23			21,403.13	450.00	21,853.13	
07/01/23	40,000.00	2.250%	21,403.13		61,403.13	83,256.26
01/01/24			20,953.13	450.00	21,403.13	
07/01/24	45,000.00	2.250%	20,953.13		65,953.13	87,356.26
01/01/25			20,446.88	450.00	20,896.88	
07/01/25	45,000.00	2.250%	20,446.88		65,446.88	86,343.76
01/01/26			19,940.63	450.00	20,390.63	
07/01/26	45,000.00	5.250%	19,940.63		64,940.63	85,331.26
01/01/27			18,759.38	450.00	19,209.38	
07/01/27	45,000.00	5.250%	18,759.38		63,759.38	82,968.76
01/01/28			17,578.13	450.00	18,028.13	
07/01/28	50,000.00	5.250%	17,578.13		67,578.13	85,606.26
01/01/29			16,265.63	450.00	16,715.63	
07/01/29	50,000.00	2.250%	16,265.63		66,265.63	82,981.26
01/01/30			15,703.13	450.00	16,153.13	
07/01/30	50,000.00	3.250%	15,703.13		65,703.13	81,856.26
01/01/31			14,890.63	450.00	15,340.63	
07/01/31	55,000.00	3.250%	14,890.63		69,890.63	85,231.26
01/01/32			13,996.88	450.00	14,446.88	
07/01/32	55,000.00	2.250%	13,996.88		68,996.88	83,443.76
01/01/33			13,378.13	450.00	13,828.13	
07/01/33	55,000.00	2.250%	13,378.13		68,378.13	82,206.26
01/01/34			12,759.38	450.00	13,209.38	
07/01/34	60,000.00	2.250%	12,759.38		72,759.38	85,968.76
01/01/35			12,084.38	450.00	12,534.38	
07/01/35	60,000.00	2.250%	12,084.38		72,084.38	84,618.76
01/01/36			11,409.38	450.00	11,859.38	
07/01/36	60,000.00	2.375%	11,409.38		71,409.38	83,268.76
01/01/37			10,696.88	450.00	11,146.88	
07/01/37	60,000.00	2.375%	10,696.88		70,696.88	81,843.76
01/01/38			9,984.38	450.00	10,434.38	
07/01/38	65,000.00	2.500%	9,984.38		74,984.38	85,418.76
01/01/39			9,171.88	450.00	9,621.88	
07/01/39	65,000.00	2.500%	9,171.88		74,171.88	83,793.76
01/01/40			8,359.38	450.00	8,809.38	
07/01/40	65,000.00	2.500%	8,359.38		73,359.38	82,168.76
01/01/41			7,546.88	450.00	7,996.88	
07/01/41	65,000.00	2.625%	7,546.88		72,546.88	80,543.76
01/01/42			6,693.75	450.00	7,143.75	
07/01/42	70,000.00	2.625%	6,693.75		76,693.75	83,837.50
01/01/43			5,775.00	450.00	6,225.00	
07/01/43	70,000.00	2.625%	5,775.00		75,775.00	82,000.00
01/01/44			4,856.25	450.00	5,306.25	
07/01/44	70,000.00	2.625%	4,856.25		74,856.25	80,162.50
01/01/45			3,937.50	450.00	4,387.50	
07/01/45	70,000.00	2.625%	3,937.50		73,937.50	78,325.00
01/01/46			3,018.75	450.00	3,468.75	
07/01/46	75,000.00	2.625%	3,018.75		78,018.75	81,487.50
01/01/47			2,034.38	450.00	2,484.38	
07/01/47	75,000.00	2.625%	2,034.38		77,034.38	79,518.76
01/01/48			1,050.00	450.00	1,500.00	
07/01/48	80,000.00	2.625%	1,050.00		81,050.00	82,550.00
Totals	<u>1,595,000.00</u>		<u>684,238.96</u>	<u>12,150.00</u>	<u>2,291,388.96</u>	<u>2,291,388.96</u>

KRWFC Flexible Term Program Series 2020 G
Sinking Fund Payment Schedule

Borrower: Christian County Water District
Closing Date: 10/13/20

	Monthly Principal	Monthly Interest	Total Monthly Sinking Fund Payments
12/20-1/21	1,250.00	4,373.07	5,623.07
2/21-7/21	1,250.00	4,400.54	5,650.54
8/21-1/22	3,333.33	3,642.19	6,975.52
2/22-7/22	3,333.33	3,642.19	6,975.52
8/22-1/23	3,333.33	3,567.19	6,900.52
2/23-7/23	3,333.33	3,567.19	6,900.52
8/23-1/24	3,750.00	3,492.19	7,242.19
2/24-7/24	3,750.00	3,492.19	7,242.19
8/24-1/25	3,750.00	3,407.81	7,157.81
2/25-7/25	3,750.00	3,407.81	7,157.81
8/25-1/26	3,750.00	3,323.44	7,073.44
2/26-7/26	3,750.00	3,323.44	7,073.44
8/26-1/27	3,750.00	3,126.56	6,876.56
2/27-7/27	3,750.00	3,126.56	6,876.56
8/27-1/28	4,166.67	2,929.69	7,096.36
2/28-7/28	4,166.67	2,929.69	7,096.36
8/28-1/29	4,166.67	2,710.94	6,877.61
2/29-7/29	4,166.67	2,710.94	6,877.61
8/29-1/30	4,166.67	2,617.19	6,783.86
2/30-7/30	4,166.67	2,617.19	6,783.86
8/30-2/31	4,583.33	2,481.77	7,065.11
2/31-7/31	4,583.33	2,481.77	7,065.11
8/31-1/32	4,583.33	2,332.81	6,916.15
2/32-7/32	4,583.33	2,332.81	6,916.15
8/32-1/33	4,583.33	2,229.69	6,813.02
2/33-7/33	4,583.33	2,229.69	6,813.02
8/33-1/34	5,000.00	2,126.56	7,126.56
2/34-7/34	5,000.00	2,126.56	7,126.56
8/34-1/35	5,000.00	2,014.06	7,014.06
2/35-7/35	5,000.00	2,014.06	7,014.06
8/35-1/36	5,000.00	1,901.56	6,901.56
2/36-7/36	5,000.00	1,901.56	6,901.56
8/36-1/37	5,000.00	1,782.81	6,782.81
2/37-7/37	5,000.00	1,782.81	6,782.81
8/37-1/37	5,416.67	1,664.06	7,080.73
2/38-7/38	5,416.67	1,664.06	7,080.73
8/38-1/39	5,416.67	1,528.65	6,945.31
2/39-7/39	5,416.67	1,528.65	6,945.31
8/39-1/40	5,416.67	1,393.23	6,809.90
2/40-7/40	5,416.67	1,393.23	6,809.90
8/40-1/41	5,416.67	1,257.81	6,674.48
2/41-7/41	5,416.67	1,257.81	6,674.48
8/41-1/42	5,833.33	1,115.63	6,948.96
2/42-7/42	5,833.33	1,115.63	6,948.96
8/42-1/43	5,833.33	962.50	6,795.83
2/43-7/43	5,833.33	962.50	6,795.83
8/43-1/44	5,833.33	809.38	6,642.71
2/44-7/44	5,833.33	809.38	6,642.71
8/44-1/45	5,833.33	656.25	6,489.58
2/45-7/45	5,833.33	656.25	6,489.58
8/45-1/46	6,250.00	503.13	6,753.13
2/46-7/46	6,250.00	503.13	6,753.13
8/46-1/47	6,250.00	339.06	6,589.06
2/47-7/47	6,250.00	339.06	6,589.06
8/47-1/48	6,666.67	175.00	6,841.67
2/48-7/48	6,666.67	175.00	6,841.67
	<u>1,595,000.00</u>	<u>684,238.97</u>	<u>2,279,243.37</u>

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between CHRISTIAN COUNTY WATER DISTRICT ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

- Check this box if the Utility has no related party transactions.
- Check box if additional transactions are listed on the supplemental page.
- Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

RONALD ADAMS

(Print Name)



(Signed)

COMMISSIONER

(Position/Office)

* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Christian

Subscribed and sworn to before me by Ronald Adams
(Name)

this 2 day of September, 2021.

James Ray Owen
NOTARY PUBLIC
State-at-Large
ID# 588462

Attachment #10

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between CHRISTIAN COUNTY WATER DISTRICT ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

- Check this box if the Utility has no related party transactions.
- Check box if additional transactions are listed on the supplemental page.
- Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

ASHBEL BRUNSON III

(Print Name)



(Signed)

CHAIRMAN

(Position/Office)

* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Christian

Subscribed and sworn to before me by Ashbel Brunson III
(Name)

this 2 day of September, 2021.

James Roy Owen
NOTARY PUBLIC
State-at-Large
ID# 588462

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between CHRISTIAN COUNTY WATER DISTRICT ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

- Check this box if the Utility has no related party transactions.
- Check box if additional transactions are listed on the supplemental page.
- Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

STEVE HUNT

(Print Name)



(Signed)

SECRETARY

(Position/Office)

* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Christian

Subscribed and sworn to before me by Steve Hunt
(Name)

this 10 day of September, 2021.


NOTARY PUBLIC
State-at-Large

ID# 588462

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between CHRISTIAN COUNTY WATER DISTRICT ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

- Check this box if the Utility has no related party transactions.
- Check box if additional transactions are listed on the supplemental page.
- Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

J DAVID JOHNSON
(Print Name)


(Signed)

TREASURER
(Position/Office)

* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Christian

Subscribed and sworn to before me by J David Johnson
(Name)

this 2 day of September, 2021.

James Ray Owen
NOTARY PUBLIC
State-at-Large

ID # 588462

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between CHRISTIAN COUNTY WATER DISTRICT ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

- Check this box if the Utility has no related party transactions.
- Check box if additional transactions are listed on the supplemental page.
- Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

BARBARA MORRIS
(Print Name)

Barbara Morris
(Signed)

COMMISSIONER
(Position/Office)

* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Christian

Subscribed and sworn to before me by Barbara Morris
(Name)

this 2 day of September, 2021.

James Ray Owen
NOTARY PUBLIC
State-at-Large
ID # 588462

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between CHRISTIAN COUNTY WATER DISTRICT ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

- Check this box if the Utility has no related party transactions.
- Check box if additional transactions are listed on the supplemental page.
- Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

JAMES OWEN

(Print Name)


(Signed)

GENERAL MANAGER

(Position/Office)

* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Christian

Subscribed and sworn to before me by James Owen
(Name)

this 2 day of September, 2021.

Amy E. Proff 610319
NOTARY PUBLIC
State-at-Large

Attachment #11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CHRISTIAN COUNTY WATER DISTRICT PROPOSING ADJUSTMENTS TO ITS WATER RATES AND CHARGES AND AUTHORIZING ITS CHAIRMAN TO FILE AN APPLICATION WITH THE PSC SEEKING APPROVAL OF THE PROPOSED RATE ADJUSTMENT

WHEREAS, the Christian County Water District (“District”) is a water district created and organized under the provisions of KRS Chapter 74. The District is subject to the jurisdiction of the Kentucky Public Service Commission (“PSC”);

WHEREAS, prudent financial management dictates that the District take appropriate action to adjust its water rates and charges; and

WHEREAS, KRS 278.180 and 807 KAR 5:076 provide the legal mechanism for the District to propose adjustments to its water rates and charges;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF CHRISTIAN COUNTY WATER DISTRICT AS FOLLOWS:

Section 1. The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

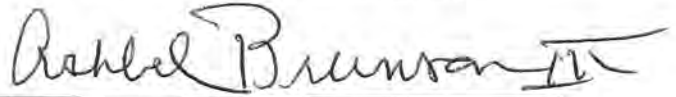
Section 2. The District proposes to adjust its monthly water rates and charges as set forth in **Appendix A**, which is attached hereto and is incorporated herein by reference as a part of this Resolution. The proposed rates and charges set forth in **Appendix A** are subject to any minor adjustments that may be made by the PSC. The proposed rate adjustment shall not become effective until PSC approval has been obtained.

Section 3. The Chairman and Manager are hereby authorized and directed to prepare, execute, and file with the PSC, by utilizing the Alternative Rate Adjustment Procedure for Small Utilities set forth in 807 KAR 5:076, an Alternative Rate Filing (“ARF”) Application, Tariff Sheets, and all other documents that may be required by the PSC.

Section 4. The Chairman, Manager, and all others to whom the Chairman may delegate certain responsibilities are hereby further authorized and directed to take any and all other actions and to execute and deliver any and all other documents as may be reasonably necessary to implement this Resolution.

Section 5. This Resolution shall take effect upon its adoption.

ADOPTED BY THE COMMISSION OF CHRISTIAN COUNTY WATER DISTRICT at a meeting held on September 2, 2021, signed by the Chairman, and attested by the Secretary.



CHAIRMAN

ATTEST:



SECRETARY

CERTIFICATION

I, Secretary of the Christian County Water District (the “District”), do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the District at a meeting properly held on September 2, 2021, signed by the Chairman of the District, attested by me as Secretary, and now in full force and effect.

WITNESS my hand this 2nd day of September 2021.



SECRETARY

APPENDIX A

CURRENT AND PROPOSED RATES
CHRISTIAN COUNTY WATER DISTRICT

	<u>Current</u>	<u>Proposed</u>	<u>Difference</u>
<u>5/8 Inch X 3/4 Inch Meter</u>			
First 0 gallons	\$19.65 per month	\$20.71 per month	\$1.06
All Over 0 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35
<u>1 Inch Meter</u>			
First 5,000 gallons	\$52.65 per month	\$55.16 per month	\$2.51
All Over 5,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35
<u>1 1/2 Inch Meter</u>			
First 10,000 gallons	\$85.35 per month	\$89.61 per month	\$4.26
All Over 10,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35
<u>2 Inch Meter</u>			
First 50,000 gallons	\$346.95 per month	\$365.21 per month	\$18.26
All Over 50,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35
<u>4 Inch Meter</u>			
First 100,000 gallons	\$673.95 per month	\$709.71 per month	\$35.76
All Over 100,000 gallons	\$6.54 per thousand gallons	\$6.89 per thousand gallons	\$0.35