

AMENDMENT TO ASSISTANCE AGREEMENT

This Amendment to Assistance Agreement made and entered into as of January 17, 2024 (the "Amendment to Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, 1151 Old Porter Pike, Bowling Green, Kentucky 42103, 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 Bracken County Water District, 1324 Brooksville Germantown Road, Brooksville, Kentucky 41004 (the "Borrower"):

WITNESSETH

WHEREAS, the Board of Commissioners of the Bracken County Water District (the "District") has previously determined that it is in the public interest to amend the following loan in anticipation of the issuance of long-term bonds by the District:

Loan in the amount of \$301,000, dated December 8, 2021, to the Bracken County Water District from the Kentucky Rural Water Finance Corporation Flexible Term Finance Program (the "Loan");

WHEREAS, the Loan was memorialized in an Assistance Agreement by and between the Kentucky Rural Water Finance Corporation (the "Corporation") and the District, dated December 8, 2021 (the "Agreement");

WHEREAS, the proceeds of the Loan were used to finance the cost of a new water supply line and appurtenances (the "Project") for the District's waterworks system (the "System"); and

WHEREAS, the District desires the Corporation to agree to extend the maturity date of the Loan to February 1, 2025, and in order to extend the maturity date of the Loan, the District is required to enter into an Amendment to Assistance Agreement with the Corporation;

WHEREAS, it is deemed necessary and advisable and for the best interests of the Borrower that it enter into this Amendment to Assistance Agreement with the Issuer to extend the maturity date of the Loan to February 1, 2025; and

WHEREAS, the Issuer and the Borrower have determined to enter into this Amendment to 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 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. Amendments to Assistance Agreement.

(a) The definition of “Loan” in Section 1 of the Assistance Agreement is hereby amended and restated in its entirety as follows:

“*Loan*” refers to the loan authorized by this Assistance Agreement from the Issuer to the Borrower, in the principal amount of \$301,000, maturing February 1, 2025, to defray the cost of the Project.

(b) The definition of “Loan Payment Date” in Section 1 of the Assistance Agreement is hereby amended and restated in its entirety as follows:

“*Loan Payment Date*” shall mean each February 1 and August 1, commencing August 1, 2022 and continuing through and including February 1, 2025 or until the Loan has been paid in full.

(c) **Exhibit A** to the Assistance Agreement is hereby amended and restated in its entirety as shown on Exhibit A attached hereto and incorporated herein by reference.

Section 2. 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 3. 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.

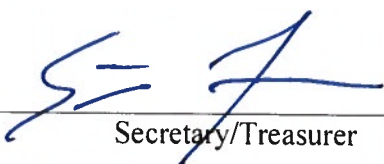
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IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the Bracken County Water District has caused this Assistance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

KENTUCKY RURAL WATER FINANCE CORPORATION

By 
President

Attest:


Secretary/Treasurer

BRACKEN COUNTY WATER DISTRICT

By 
Chairman

Attest:


Secretary

EXHIBIT A

Debt Service Schedule

\$301,000
Bracken County Water District
Renewal Loan through the
Rural Water Financing Agency/Kentucky Rural Water Finance Corporation

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/08/2021	-	-	-	-	-
08/01/2022	-	-	2,298.80	2,298.80	-
12/31/2022	-	-	-	-	2,298.80
02/01/2023	-	-	1,775.90	1,775.90	-
08/01/2023	-	-	1,775.90	1,775.90	-
12/31/2023	-	-	-	-	3,551.80
02/01/2024	-	-	1,775.90	1,775.90	-
08/01/2024	-	-	1,775.90	1,775.90	-
12/31/2024	-	-	-	-	3,551.80
02/01/2025	301,000.00	1.180%	1,775.90	302,775.90	-
12/31/2025	-	-	-	-	302,775.90
Total	\$301,000.00	-	\$11,178.30	\$312,178.30	-

Yield Statistics

Bond Year Dollars.....	\$947.31
Average Life.....	3.147 Years
Average Coupon.....	1.1799996%
Net Interest Cost (NIC).....	1.1799996%
True Interest Cost (TIC).....	1.1797862%
Bond Yield for Arbitrage Purposes.....	1.1797862%
All Inclusive Cost (AIC).....	1.1797862%
IRS Form 8038	
Net Interest Cost.....	1.1799996%
Weighted Average Maturity.....	3.147 Years