

TRANSCRIPT OF PROCEEDINGS
BUTLER COUNTY WATER SYSTEM, INC.
LOAN IN THE AMOUNT OF \$855,000

FROM THE

KENTUCKY RURAL WATER FINANCE CORPORATION
PUBLIC PROJECTS TAXABLE REFUNDING REVENUE BONDS
(FLEXIBLE TERM PROGRAM)
SERIES 2021B
DATED JULY 21, 2021
IN THE AMOUNT OF \$5,830,000

APPROVING LEGAL OPINION

By

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

TRANSCRIPT OF PROCEEDINGS INDEX

Re: Loan in the Amount of \$855,000, dated July 21, 2021, to the Butler County Water System, Inc., from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

ASSISTANCE AGREEMENT AND CLOSING DOCUMENTATION

- a. Resolution of the Board of Directors, dated January 14, 2021.
- b. Minutes of Meeting of the Board of Directors on January 14, 2021.
- c. Assistance Agreement.
- d. Certificate of Officers.
- e. PSC Certificate of Public Convenience and Necessity.
- f. Certificate of Existence.
- g. Certificate as to Debt Service Savings.
- h. Certificate of Rural Development as to consent to issuance of the loan ranking on a parity with other bonds of the Association.
- i. Notice to the State Local Debt Officer.
- j. Legal Opinion of Rubin & Hays.
- k. Distribution List.

RESOLUTION

RESOLUTION OF THE BUTLER COUNTY WATER SYSTEM, INC. APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT WITH THE KENTUCKY RURAL WATER FINANCE CORPORATION TO REFINANCE AND CURRENTLY REFUND CERTAIN OBLIGATIONS OF THE ASSOCIATION.

WHEREAS, the Board of Directors (“Governing Authority”) of the Butler County Water System, Inc. (the “Association”) has previously determined that it is in the public interest to refinance and currently refund the outstanding promissory notes owed by the Association to the U.S. Department of Agriculture, acting through Rural Development with the following dates of issuance and original principal amounts:

| <u>Dated</u> | <u>Original Principal Amount</u> |
|--------------|----------------------------------|
| 08/08/1996 | \$950,000 |
| 07/07/1998 | \$545,000 |

(these promissory notes are hereinafter collectively referred to as the “Prior Notes”), in order for the Association to obtain substantial interest cost savings, which Prior Notes were issued by the Association to make improvements and extensions to the Association’s water system (the “System”); and

WHEREAS, the Association desires the Kentucky Rural Water Finance Corporation (the “Corporation”) to act as its agency and instrumentality for the purpose of providing monies to refinance and currently refund the outstanding Prior Notes and has made an application to the Corporation therefore; and

WHEREAS, in order to obtain such monies, the Association is required to enter into an Assistance Agreement with the Corporation;

NOW, THEREFORE, BE IT RESOLVED by the Governing Authority of the Butler County Water System, Inc. as follows:

1. Authorization of Assistance Agreement and the Obligations Thereunder. For the purpose of paying the costs, not otherwise provided, of the refinancing and current refunding of the Prior Notes, the Association hereby authorizes and approves the issuance of its obligations pursuant to the Assistance Agreement in the aggregate principal amount of \$840,000 (subject to adjustment plus or minus ten percent (10%)) (which aggregate principal amount may be adjusted downward in the event that the President or Vice President determines it is in the Association’s best interest to not refund one or more of the Prior Notes) [the “Loan”], which amount as adjusted shall be the maximum amount of such Loan to be outstanding at any one time under the Assistance Agreement, issued as fully-registered obligations, in said maturities and terms as more fully provided for in the Assistance Agreement. The Loan shall bear interest at such rates

and shall be payable in such amounts and at such times as specified in the Assistance Agreement, all as agreed upon by the Association and the Corporation.

2. Approval and Authorization of Execution of Assistance Agreement. The Assistance Agreement by and between the Association and the Corporation in the respective form attached to this Resolution, is hereby approved, subject to such minor changes, changes of dates, insertions or omissions as may be approved by the President or Vice President, such approval to be conclusively evidenced by the execution of said Assistance Agreement, in order to effectuate the purposes of this Resolution; and the President, Vice President, or any other officer of the Association, is hereby authorized to execute and acknowledge same for and on behalf of the Association; and the Secretary or Vice President are authorized to attest same and to affix thereto the corporate seal of the Association. The Assistance Agreement is hereby ordered to be filed in the office of the Secretary with this Resolution in the official records of the Association.

3. Disbursement of Proceeds of Loan. The Association's officers, employees and agents are authorized to carry out the procedures specified in the Assistance Agreement for the refinancing and current refunding of the Prior Notes and for the payment from time to time of the costs and related expenses associated therewith.

4. Revenues of the System. The revenues of the System are determined to be sufficient to pay the principal of and interest on the Loan, as the same become due and payable; and said revenues, pursuant to the terms of the Assistance Agreement, are hereby pledged to secure all such payments, and in addition, for such other purposes as are more fully specified in the Assistance Agreement.

5. President, Vice President and Other Association Officials to Take Any Other Necessary Action. Pursuant to the Constitution and Laws of the Commonwealth of Kentucky, the President, Vice President, the Treasurer, the Secretary, the General Manager and all other appropriate officials of the Association are hereby authorized and directed to file any and all applications necessary to obtain approval of the issuance of the Loan from the Kentucky Public Service Commission and to take any and all further action and to execute and deliver all other documents as may be reasonably necessary to effect the issuance and delivery of the Loan and the Assistance Agreement.

6. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

7. Captions of Clauses. The captions of this Resolution are for convenience only and are not to be construed as part of this Resolution nor as defining or limiting in any way the scope or intent of the provisions hereof.

8. **Provisions in Conflict Repealed.** All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed.

9. **Effective Date of Resolution.** This Resolution shall take effect from and after its adoption and approval.

Adopted on January 14, 2021.

BUTLER COUNTY WATER SYSTEM,
INC.

By Wayne Marts
President

Attest:

By J. W. Jarvis
Vice President

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Vice President of the Butler County Water System, Inc.; that the foregoing is a full, true and correct copy of a Resolution adopted by the Governing Authority of the Butler County Water System, Inc. at a meeting duly held on January 14, 2021; that said official action appears as a matter of public record in the official records or Journal of the Governing Authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.823; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this January 14, 2021.

J. W. Jarvis
Vice President

**MINUTES
BUTLER COUNTY WATER SYSTEM, INC.**

The Butler County Water System Board of Directors met in a special session via telephone conference on Thursday, January 14, 2021 at 4:00 p.m.

QUORUM CHECK

Those members present were Weymouth Martin – President, Danny Farris – Vice President, Garry Robbins – Secretary/Treasurer, Shane Wells and Carl Daugherty. Also present were John Dix – General Manager, Jeff Peeples – Manager of Administration and Finance.

Mr. Martin called the meeting to order and determined a quorum was present.

**RESOLUTION FOR
AMENDING
ASSISTANCE
AGREEMENT**

Mr. Peeples reviewed the Resolution Approving and Authorizing an Amended Assistance Agreement with the KRWFC of Series 2012B. Mr. Farris made a motion to approve the Resolution. Mr. Wells seconded the motion, and all voted "aye."

BOND RESOLUTION

The Resolution for Refunding of Series 1995 Bonds for the Water System in the amount of \$605,000 from the Kentucky Rural Water Finance Corporation was reviewed. Mr. Farris made a motion to approve the Resolution. Mr. Wells seconded the motion, and all voted "aye."

ADJOURNMENT

There being no further business, the meeting was adjourned.

Respectfully submitted,



Garry Robbins, Secretary

ASSISTANCE AGREEMENT

BETWEEN

KENTUCKY RURAL WATER FINANCE CORPORATION

AND

BUTLER COUNTY WATER SYSTEM, INC.

DATED

JULY 21, 2021

IN THE AMOUNT OF \$855,000

This document was prepared by:

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

By

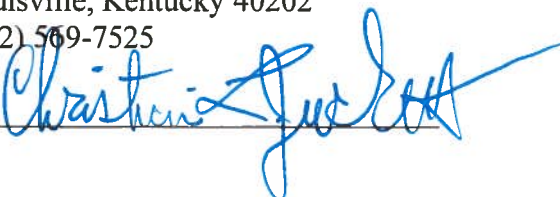


TABLE OF CONTENTS TO ASSISTANCE AGREEMENT

| | | |
|-------------|---|----|
| Section 1. | Definitions | 2 |
| Section 2. | Reaffirmation of Declaration of Water System | 7 |
| Section 3. | Authorization of Loan; Place of Payment; Manner of Execution | 7 |
| Section 4. | Redemption | 8 |
| Section 5. | Recognition of Prior Loans | 8 |
| Section 6. | Loan Payable Out of Gross Revenues on a Parity with Prior Loans | 8 |
| Section 7. | Parity Coverage Requirements of the Prior Loans | 9 |
| Section 8. | Flow of Funds | 9 |
| Section 9. | Disposition of Proceeds of the Loan; Governmental Agency Account..... | 10 |
| Section 10. | Parity Loans | 11 |
| Section 11. | Rates and Charges for Services of the System | 13 |
| Section 13. | Defeasance and/or Refunding of Loan | 14 |
| Section 14. | Contractual Nature of Assistance Agreement..... | 14 |
| Section 15. | Appointment and Duties of Trustee..... | 14 |
| Section 16. | Provisions in Conflict Repealed | 15 |
| Section 17. | Insurance | 15 |
| Section 18. | Changes in Use or User of System | 16 |
| Section 19. | Security Instruments | 16 |
| Section 20. | Event of Default; Remedies..... | 16 |
| Section 21. | Annual Reports | 17 |
| Section 22. | Supplemental Assistance Agreement | 17 |
| Section 23. | No Remedy Exclusive | 18 |
| Section 24. | Waivers | 18 |
| Section 25. | Agreement to Pay Attorneys' Fees and Expenses | 18 |
| Section 26. | Signatures of Officers | 18 |
| Section 27. | Severability Clause | 18 |

EXHIBIT A Debt Service Schedule

ASSISTANCE AGREEMENT

This Assistance Agreement made and entered into as of July 21, 2021 (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 Butler County Water System, Inc., a non-profit corporation organized and existing as a water association under the laws of the Commonwealth of Kentucky, 1118 South Main Street, Ste 1, Morgantown, Kentucky 42261 (the “Borrower”):

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 Revenue Bonds (Flexible Term Program), Series 2021B (the “Series 2021B Bonds”) in the aggregate principal amount of \$5,830,000, pursuant to a Supplemental Trust Indenture No. 82, dated as of July 21, 2021 by and between the Issuer and the Trustee, which Series 2021B 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 Borrower has outstanding its:

1. Loan 91-17 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated August 8, 1996, in the original principal amount of \$950,000; and
2. Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated July 7, 1998, in the original principal amount of \$545,000; and

(collectively, the “Refunded Loans”), which loans were issued by the Borrower to make improvements and extensions to the Borrower’s water supply and distribution system (the “System”); and

WHEREAS, the Borrower has determined that it is necessary and desirable and in the public interest to currently refund the Refunded Loans, 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 Borrower has designated the Issuer as its instrumentality and agency; and

WHEREAS, pursuant to this Assistance Agreement the Borrower will proceed with the Refunding Program; and

WHEREAS, it is deemed necessary and advisable for the best interests of the Borrower that it enter into this Assistance Agreement with the Issuer in order to borrow funds (the “Loan”) in the amount of \$855,000, to provide funds for the Refunding Program, and to reaffirm the conditions and restrictions under which similar loans or obligations may be subsequently issued ranking on a parity therewith; and

WHEREAS, under the provisions of Chapter 273 of the Kentucky Revised Statutes the Borrower 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 Borrower 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 Borrower herein contained; and

WHEREAS, the Issuer and the Borrower 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 273 of the Kentucky Revised Statutes.

“*Assistance Agreement*” refers to this Assistance Agreement authorizing the Loan and the obligations hereunder.

“*Borrower*” refers to the Butler County Water System, Inc., 1118 South Main Street, Ste 1, Morgantown, Kentucky 42261.

“*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 Borrower 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 Borrower, beginning on January 1, and ending on December 31, of each year.

“*Funds*” refers collectively to the Revenue Fund, the Sinking Fund, the Operation and Maintenance Fund, and the Governmental Agency Account.

“*Governing Body*” means the Board of Directors of the Borrower or such other body as shall be the governing body of said Borrower under the laws of Kentucky at any given time.

“*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. 82, dated July 21, 2021, by and between the Issuer and the Trustee.

“*Interest Payment Date*” shall mean the 1st day of each month, commencing September 1, 2021 and continuing through and including July 1, 2036 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 Borrower, in the principal amount of \$855,000, maturing July 1, 2036, to defray the cost of the Refunding Program.

“*Operation and Maintenance Fund*” refers to the Butler County Water System, Inc. Operation and Maintenance Fund, described in Section 8 hereof.

“*Outstanding Loans*” refers collectively to all outstanding Prior Loans, the outstanding Loan and any outstanding Parity Loans, and does not refer to any loans that have been defeased.

“*Parity Loans*” means loans 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, loans 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.

“*President*” refers to the President of the Governing Body of the Borrower.

“*Prior Loans*” refers collectively to the following:

1. Loan 91-16 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated December 18, 1997, in the original principal amount of \$197,213;
2. Loan in the amount of \$3,045,000, dated December 11, 2012, to the Butler County Water System, Inc. from the Kentucky Rural Water Finance Corporation Taxable Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2012G;
3. Loan 91-24 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated November 26, 2014, in the original principal amount of \$437,000; and
4. Loan 91-26 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated March 28, 2018, in the original principal amount of \$1,422,000.

“*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 Loans.

“*Refunding Program*” refers to financing the cost to currently refund the outstanding Refunded Loans, with the proceeds of the Loan.

“*Refunded Loans*” refers to the outstanding:

1. Loan 91-17 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated August 8, 1996, in the original principal amount of \$950,000; and
2. Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated July 7, 1998, in the original principal amount of \$545,000.

“*Revenue Fund*” refers to the Butler County Water System, Inc. Revenue Fund, described in Section 8 hereof.

“*Secretary*” refers to the Secretary of the Governing Body.

“*Sinking Fund*” refers to the Butler County Water System, Inc. Water Sinking Fund, described in Section 8 hereof.

“*System*” refers to the Borrower’s water system, together with all future extensions, additions, and improvements to said System.

“*Treasurer*” refers to the Treasurer of the Borrower.

“*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 Water System. That all proceedings heretofore taken for the establishment of and the supplying of water service in and to said Borrower as a water 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 Chapter 273 of the Kentucky Revised Statutes, the Borrower hereby authorizes the borrowing of \$855,000 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 as 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 Borrower 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 Borrower. The ACH Authorization Form shall be completed, signed and forwarded to the Trustee prior to the Borrower 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 Borrower (the "Reserve Withdrawal"), the Borrower 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, 2030 are subject to optional redemption, in whole or in part, by the Borrower prior to their stated maturity, at any time falling on or after July 1, 2029 at a redemption price equal to 100% of the principal amount of the Loan called for redemption, plus unpaid interest accrued to the date of redemption.

In the event that the Borrower 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 Borrower 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 Borrower 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 Loans. The Borrower hereby expressly recognizes and acknowledges that the Borrower has previously created for the benefit and protection of the owners of the Prior Loans, a certain lien and pledge and certain security rights relating to the System, all as set forth in the Prior Loans.

Section 6. Loan Payable Out of Gross Revenues on a Parity with Prior Loans. The Loan and Prior Loans, together with the interest thereon and such additional loans 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 Sinking Fund 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 gross revenues of the System of said Borrower pledged to said fund.

Section 7. Parity Coverage Requirements of the Prior Loans. It is hereby declared that prior to the issuance of the Loan hereby authorized, there will be procured and filed with the Secretary of the Borrower any and all statements or certifications for the purpose of having both principal and interest on the Prior Loans and the Loan hereby authorized payable on a parity from the income and revenues of said System with said outstanding Prior Loans.

Section 8. Flow of Funds. The income and revenues of the System shall be collected, segregated, accounted for and distributed as follows:

A. Revenue Fund. The Borrower covenants and agrees that it will 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 be used, disbursed and applied by the Borrower only for the purpose and in the manner and order of priorities specified by this Assistance Agreement, all as permitted by the Act, and in accordance with previous contractual commitments.

B. Sinking Fund. There shall be transferred from the Revenue Fund and deposited into the Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Loan and the Prior Loans, 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 Loan and the Prior Loans, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of the Loan and the Prior Loans maturing on the next succeeding payment date.

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

If the Borrower for any reason shall fail to make any monthly deposit as required, then an amount equal to the deficiency shall be set apart and deposited into the Sinking Fund out of the first available revenues in the ensuing months, which amount shall be in addition to the monthly deposit otherwise required during such succeeding months. Whenever there shall accumulate in the Sinking Fund amounts in excess of the requirements during the next twelve months for paying the principal of and interest due on the Loan, as same fall due, such excess may be used for redemption or prepayment of any Loan, subject to the terms and conditions set forth therein, prior to maturity.

C. 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 Borrower's annual budget.

D. 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 Loans.

Provided, however, the Borrower 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; 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 Borrower under any Prior Loans for payment of any amounts due from the Borrower under this Assistance Agreement.

Section 9. 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 Borrower 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 Borrower 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 President, including but not limited to the Borrower'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 "Butler County Water System, Inc. 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 Loans, as may be required:

(1) To pay the interest on the Refunded Loans to and including July 23, 2021; and

(2) To redeem on July 23, 2021 at a price equal to 100% of principal amount the Refunded Loans 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 Loans.

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 Borrower 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 Borrower 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 Borrower.

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 10. Parity Loans. The Loan 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 Loan, 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 loans 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 Loans and the Loan as may from time to time be outstanding; provided the Borrower has reserved the right and privilege, and does hereby reserve the right and privilege, of issuing additional loans from time to time payable from the income and revenues of the System ranking on a parity with the Loan, but only under the conditions specified hereinafter, taking into account the issuance of the Loan.

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

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

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

(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 Loans 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 Loans payable from the revenues of the System, plus the anticipated debt service requirements of any Parity Loans then proposed to be issued. The calculation of average annual debt service requirements of principal and interest on the additional Parity Loans to be issued shall, regardless of whether such additional Parity Loans are to be serial or term notes, be determined on the basis of the principal of and interest on such Parity Loans 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 issuance of any such additional Parity Loans, 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 Loans;

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

(e) The Borrower hereby covenants and agrees that in the event any additional Parity Loans are issued, the Borrower shall:

(1) 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 annual debt service requirements of the additional Parity Loans; and

(2) Adjust the minimum annual amount to be deposited monthly into any 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 loans that will then be outstanding against the System.

(f) The Borrower reserves the right to issue Parity Loans to refund or refinance any part or all of the Prior Loans and the Loan, provided that prior to the issuance of such Parity Loans for that purpose, there shall have been procured and filed with the Secretary of the Borrower a statement by a Certified Public Accountant, as defined herein, reciting the opinion based upon necessary investigation that:

(1) after the issuance of the Parity Loans, the annual net revenues, as adjusted and defined above, of the then existing system for the Fiscal Year preceding the date of issuance of the Parity Loans, after taking into account the revised debt service requirements resulting from the issuance of the Parity Loans and from the elimination of the Outstanding Loans being refunded or refinanced thereby, are equal to not less than 120% of the average annual debt service requirements then scheduled to fall due in any

Fiscal Year thereafter for principal of and interest on all of the Outstanding Loans payable from the revenues of the System, calculated in the manner specified above; or

(2) in the alternative, that the average annual debt service requirements for the Prior Loans, the Loan, any previously issued Parity Loans and the proposed Parity Loans, in any year of maturities thereof after the redemption of the Outstanding Loans scheduled to be refunded through the issuance of the proposed Parity Loans, shall not exceed the average annual debt service requirements applicable to the then outstanding Prior Loans, the Loan and any previously issued Parity Loans for any year prior to the issuance of the proposed Parity Loans and the redemption of the Outstanding Loans 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 Borrower 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 Loans and the accruing interest on all Outstanding Loans as may be outstanding under the provisions of this Assistance Agreement, 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 Borrower 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 or a Certified Public Accountant that the annual net revenues (as defined in Section 10 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 Loans payable from the revenues of the System, calculated in the manner specified in Section 10 hereof.

The Borrower 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 Loans 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 10 hereof; and the Borrower 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 Borrower 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. Defeasance and/or Refunding of Loan. The Borrower 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 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 Borrower shall take all steps necessary to publish the required notice of the redemption of the Loan 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 Borrower 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 Borrower, 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 Borrower 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 Secretary and notifying the Issuer. Thereupon, the Issuer shall notify the Borrower 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 loans 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 loans shall be issued and delivered.

Section 17. Insurance.

(a) *Fire and Extended Coverage.* If and to the extent that the System includes structures above ground level, the Borrower 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 any of 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 Borrower 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 Borrower 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 Borrower 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 Borrower'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 Borrower owns or operates vehicles in the operation of the System, upon receipt of the proceeds of the Loan, the Borrower 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 Borrower 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 Borrower.

Section 18. Changes in Use or User of System. The Borrower represents that (a) no part of the System will be sold, or otherwise disposed of without the prior written consent of the Issuer; (b) it will not permit any use of its System by any person or entity other than itself without the prior written consent of the Issuer; (c) any portion of the System consisting of personal property may be sold in the ordinary course of an established governmental program if (i) the weighted average maturity of the portion of the Loan financing the personal property was not greater than one hundred twenty percent (120%) of the reasonably expected actual use of such personal property by the Borrower, (ii) the Borrower expected at the date of this Agreement that the fair market value of the personal property at the time of disposition would not be greater than twenty-five percent (25%) of its cost and (iii) at the time of disposition, the personal property is no longer suitable for the governmental purpose for which it was acquired.

Section 19. Security Instruments. In order to secure the payment of the principal and interest of the Loan, the President and Secretary of the Borrower are hereby authorized and directed to execute and deliver good and sufficient lien instruments, where necessary, encumbering the properties and assets both real and personal constituting the System, as completed or as the same may be thereafter extended, including an assignment and pledge of revenues and such other instruments as may be prescribed by the Issuer.

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

(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 Borrower 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 Borrower 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 Borrower, 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 Borrower 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 Borrower 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 22. Supplemental Assistance Agreement. The Borrower 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 loans, other conditions, limitations and restrictions thereafter to be observed;
- (d) to add to the covenants and agreements of the Borrower in this Assistance Agreement, other covenants and agreements thereafter to be incurred by the Borrower or to surrender any right or power herein reserved to or conferred upon the Borrower;
- (e) to effect the issuance of additional Parity Loans; 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 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.

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]

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 Butler County Water System, Inc. 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

BUTLER COUNTY WATER SYSTEM, INC.

By _____
President

Attest:

By _____
Vice President

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 Butler County Water System, Inc. 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

BUTLER COUNTY WATER SYSTEM, INC.

By Wayne M. [Signature]
President

Attest:

By D. L. Jarvis [Signature]
Vice President

EXHIBIT A

Debt Service Schedule

**KRWFC Flexible Term Program Series 2021 B
Sinking Fund Payment Schedule**

Borrower: Butler County Water System
Closing Date: 07/21/21

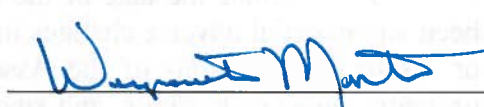

| | Monthly Principal | Monthly Interest | Total Monthly Sinking Fund Payments |
|-----------|----------------------|---------------------|---|
| 9/21-1/22 | 4,090.91 | 2,535.44 | 6,626.35 |
| 2/22-7/22 | 4,090.91 | 2,001.67 | 6,092.58 |
| 8/22-1/23 | 4,166.67 | 1,881.67 | 6,048.33 |
| 2/23-7/23 | 4,166.67 | 1,881.67 | 6,048.33 |
| 8/23-1/24 | 4,583.33 | 1,748.33 | 6,331.67 |
| 2/24-7/24 | 4,583.33 | 1,748.33 | 6,331.67 |
| 8/24-1/25 | 4,583.33 | 1,601.67 | 6,185.00 |
| 2/25-7/25 | 4,583.33 | 1,601.67 | 6,185.00 |
| 8/25-1/26 | 4,583.33 | 1,455.00 | 6,038.33 |
| 2/26-7/26 | 4,583.33 | 1,455.00 | 6,038.33 |
| 8/26-1/27 | 5,000.00 | 1,308.33 | 6,308.33 |
| 2/27-7/27 | 5,000.00 | 1,308.33 | 6,308.33 |
| 8/27-1/28 | 5,000.00 | 1,148.33 | 6,148.33 |
| 2/28-7/28 | 5,000.00 | 1,148.33 | 6,148.33 |
| 8/28-1/29 | 5,416.67 | 988.33 | 6,405.00 |
| 2/29-7/29 | 5,416.67 | 988.33 | 6,405.00 |
| 8/29-1/30 | 5,416.67 | 815.00 | 6,231.67 |
| 2/30-7/30 | 5,416.67 | 815.00 | 6,231.67 |
| 8/30-2/31 | 5,416.67 | 695.83 | 6,112.50 |
| 2/31-7/31 | 5,416.67 | 695.83 | 6,112.50 |
| 8/31-1/32 | 5,416.67 | 576.67 | 5,993.33 |
| 2/32-7/32 | 5,416.67 | 576.67 | 5,993.33 |
| 8/32-1/33 | 5,833.33 | 452.08 | 6,285.42 |
| 2/33-7/33 | 5,833.33 | 452.08 | 6,285.42 |
| 8/33-1/34 | 5,416.67 | 312.08 | 5,728.75 |
| 2/34-7/34 | 5,416.67 | 312.08 | 5,728.75 |
| 8/34-1/35 | 3,333.33 | 176.67 | 3,510.00 |
| 2/35-7/35 | 3,333.33 | 176.67 | 3,510.00 |
| 8/35-1/36 | 3,333.33 | 90.00 | 3,423.33 |
| 2/36-7/36 | 3,333.33 | 90.00 | 3,423.33 |
| | - | - | - |
| | <u>855,000.00</u> | <u>183,687.22</u> | <u>1,038,687.22</u> |

**CERTIFICATE OF OFFICERS OF
BUTLER COUNTY WATER SYSTEM, INC.**

Re: Loan in the amount of \$855,000, dated July 21, 2021, to the Butler County Water System, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

The undersigned officials of the Butler County Water System, Inc. (the "Association") under the Assistance Agreement (the "Agreement") between the Association and the Kentucky Rural Water Finance Corporation ("KRWFC"), dated the date hereof, do hereby certify as follows:

1. That they are the duly elected or appointed, qualified and acting incumbents of their respective offices of the Association, as set forth after their signatures hereto, and as such are familiar with the books, records, and affairs of the Association.
2. That the Association is a non-profit corporation, duly organized and validly organized and existing as a water association, in good standing under and by virtue of the laws of the Commonwealth of Kentucky with all requisite power and authority to operate a water supply and distribution system (the "System") and to carry on its business as now being conducted.
3. That the below-named persons were on the date or dates of the execution of the Agreement and are on the date of this Certificate the duly elected or appointed and qualified incumbents of the respective offices of the Association set forth opposite their names and that the signatures set forth opposite their names are their genuine signatures:

| <u>Name</u> | <u>Title</u> | <u>Signature</u> |
|----------------------|----------------|--|
| Weymouth Martin, Jr. | President |  |
| Daniel Farris | Vice President |  |

4. That included in the transcript of which this Certificate forms a part is a true, correct and complete copy of the resolution duly adopted by the Governing Body of the Association on January 14, 2021 (the "Resolution"), authorizing the appropriate officials of the Association to execute the Agreement. The Resolution was duly adopted in accordance with all applicable laws. The Resolution duly authorized the current refunding of the following outstanding notes of the Association:

- a. Loan 91-17 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated August 8, 1996, in the original principal amount of \$950,000; and
- b. Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated July 7, 1998, in the original principal amount of \$545,000

(collectively, the "Refunded Loans").

5. The Agreement has been duly authorized, executed and delivered by the Association and constitutes a legal, valid, and binding obligation of the Association, enforceable against the Association in accordance with its terms.

6. The representations and warranties of the Association made in the Agreement are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof; the Resolution has not been amended or supplemented and is in full force and effect; and the Agreement has been entered into and is in full force and effect.

7. That we are familiar with the provisions of the Agreement, and we hereby certify that at the time of or immediately after the issuance, sale and delivery of the Loan, the proceeds of the Loan authorized by the Agreement were applied or will be applied as itemized in the Distribution of Loan Proceeds Schedule attached hereto as **Exhibit A**, and this certification constitutes the instruction to and authorization of the Trustee to make such payments and deposits specified in said **Exhibit A**.

8. The Association is not in default under or in violation of (i) any provisions of applicable law, (ii) the Agreement, or (iii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, bond, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are or may be bound, or to which it or any of its assets is subject, which default would have a material adverse effect on the condition, financial or otherwise, of the Association or on the ability of the Association to perform its obligations under the Agreement. Neither the execution and delivery of the Agreement nor compliance by the Association with the terms, conditions and provisions of the Agreement will conflict with or result in a breach of, or constitute a default under, any of the foregoing.

9. Since the date of the financial information provided to KRWFC, there have not been any material adverse changes in the business, properties, condition (financial or otherwise) or results of operations of the Association, whether or not arising from transactions in the ordinary course of business, and since such date, except in the ordinary course of business, the Association has not entered into any transaction or incurred any liability material to the financial position of the Association.

10. There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of our knowledge, threatened against or affecting the Association wherein an unfavorable decision, ruling or finding would materially adversely affect the business, properties, condition (financial or otherwise) or the results of operations of the Association or the ability of the Association to perform its obligations under the Agreement.

11. All authorizations, consents and approvals of, notices to, registrations or filings with, or other actions in respect of or by, any governmental body, agency or other instrumentality or court required in connection with the execution, delivery and performance by the Association of the Agreement have been duly obtained, given or taken (and copies thereof have been provided to KRWFC).

12. Any certificate signed by any official of the Association and delivered to KRWFC will be deemed to be a representation by the Association to KRWFC as to the statements made therein.

WITNESS our hands this July 21, 2021.

BUTLER COUNTY WATER SYSTEM,
INC.

By 
President

Attest:

By 
Vice President

EXHIBIT A

DISTRIBUTION OF LOAN PROCEEDS SCHEDULE

Re: Loan in the amount of \$855,000, dated July 21, 2021, to the Butler County Water System, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

SOURCES OF FUNDS

| | |
|---|---------------------|
| Par Amount of Loan | \$855,000.00 |
| Plus Original Issue Premium | 36,014.05 |
| Transfer from Refunded Loans Sinking Fund | <u>47,773.92</u> |
| Total Sources | \$938,787.97 |

USES OF FUNDS

| | |
|---|---------------------|
| Deposit to the Association's Governmental Agency Account to refund the Refunded Loans | \$900,080.70 |
| Deposit to Governmental Agency Account for Costs of Issuance | 18,680.00 |
| Deposit to the Association's Sinking Fund (rounding) | 3,303.47 |
| Underwriter's Discount | <u>16,723.80</u> |
| Total Uses | \$938,787.97 |

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

| | | |
|---|---|------------|
| ELECTRONIC APPLICATION OF THE BUTLER |) | |
| COUNTY WATER SYSTEM, INC. TO ISSUE |) | |
| SECURITIES IN THE APPROXIMATE PRINCIPAL |) | |
| AMOUNT OF \$840,000 FOR THE PURPOSE OF |) | CASE NO. |
| REFUNDING CERTAIN OUTSTANDING |) | 2021-00016 |
| OBLIGATIONS OF THE ASSOCIATION |) | |
| PURSUANT TO THE PROVISIONS OF |) | |
| KRS 278.300 AND 807 KAR 5:001 |) | |

ORDER

On January 28, 2021, Butler County Water System, Inc. (Butler County Water), pursuant to KRS 278.300 and 807 KAR 5:001, filed an application seeking Commission authority to enter into a loan agreement (Loan) with Kentucky Rural Water Finance Corporation (KRWFC) to borrow approximately \$840,000 (subject to an adjustment of up to 10 percent). The proceeds of which will be used to refinance two outstanding debt obligations of Butler County Water, and to pay the costs of issuance of the Loan. There are no intervenors in this case, and the matter is submitted to the Commission for a decision based upon the evidentiary record.

Butler County Water, a water association organized pursuant to KRS 278.012, owns and operates facilities that provide retail water service to 4,576 residential customers in Butler County, Kentucky.¹

¹ *Annual Report of Butler County Water System to the Public Service Commission of the Commonwealth of Kentucky for the Calendar year Ended December 31, 2019* (2019 Annual Report) at 12 and 49.

The Commission notes that its records reflect that Butler County Water has not sought a general adjustment in rates by any other means than through financing approval or in conjunction with an application for a Certificate of Public Convenience and Necessity since 2003.² An examination of finances outlined in the annual and audit reports filed with the Commission reveals that Butler County Water has been operating with a positive net income for all the past five calendar years.³ A key general recommendation that resulted from the investigation by the Commission in Case No. 2019-00041⁴ was that water districts with sustained excessive water loss should monitor the sufficiency of their base rates closely and, in general, apply for base rate adjustments on a more frequent basis.⁵ While this statement was made in the context of Case No. 2019-00041, which involved water utilities that were under examination due to high water loss, the theory that a closer examination of a water district's finances with regard to the sufficiency of rates by the Commission still applies in this instance. Although Butler County Water has increased its rates as part of financing cases through the United States Department of Agriculture Rural Development (RD),⁶ the Commission's review of records in a RD

² Case No. 2003-00486, *Application of Butler County Water System, Inc. for a General Rate Adjustment Pursuant to the Provisions of KRS 278.030 and 807 KAR 5:001* (Ky. PSC Jan. 12, 2005).

³ Butler County Water's Comprehensive Net Income for the calendar years 2015 through 2019 was \$70,690, \$29,536, \$30,045, \$8,637, and \$109,392, respectively.

⁴ Case No. 2019-00041, *Electronic Investigation into Excessive Water Loss by Kentucky's Jurisdictional Water Utilities* (Ky. PSC Nov. 22, 2019).

⁵ See generally, *id.*

⁶ Case No. 2014-00353, *Application of Butler County Water System, Inc. (1) for a Certificate of Public Convenience and Necessity Authorizing Said System to Construct Major Improvements and Additions to Its Existing Municipal Water Treatment System Financed by Rural Economic and Community Development Service (Formally Farmers Home Administration) Pursuant to the Provisions of KRS 278.023 of the Kentucky Revised Statutes; and (2) Seeking Approval of the Issuance of Certain Securities, and (3) Approval of Water Rates* (Ky. PSC Oct. 27, 2014), and Case No. 2018-00048, *Electronic Application of Butler County Water System, Inc. (1) for a Certificate of Public Convenience and Necessity Authorizing Said System to Construct Major Improvements and Additions to Its Existing*

financing case is limited and very different from the comprehensive review of a utility's total financial stability and operational viability that takes place in a traditional rate adjustment case or an alternative rate adjustment. Thus, the Commission recently noted that utilities intentionally use this practice to avoid a review of its financial records.⁷ Based on the foregoing, Butler County Water should file an application for a traditional adjustment in rates or an alternative rate adjustment within three years of the date of filing of this Order or, in the alternative, file a formal motion with a detailed analysis of its rates and state the reasons why no rate modifications are necessary.

The Commission notes that, in its 2019 Annual Report, Butler County Water reported a water loss of 20.8541 percent.⁸ Commission regulation 807 KAR 5:066(6)(3) states that for ratemaking purposes, a utility's water loss shall not exceed 15 percent of the total water produced and purchased, excluding water consumed by a utility in its own operations. Reduction of Butler County Water's water loss to 15 percent would result in an annual decrease of approximately \$12,230.67⁹ to its purchased water expense.

Municipal Water Treatment System Financed by Rural Economic and Community Development Service (Formally Farmers Home Administration) Pursuant to The Provisions of KRS 278.023 of The Kentucky Revised Statutes; and (2) Seeking Approval of The Issuance of Certain Securities, and (3) Approval of Water Rates (Ky. PSC Mar. 1, 2018).

⁷ See generally, Case No. 2019-00041, *Electronic Investigation into Excessive Water Loss by Kentucky's Jurisdictional Water Utilities* (Ky. PSC. Nov. 22, 2019).

⁸ 2019 Annual Report at 57.

⁹

| | |
|------------------------------------|----------------------------|
| Purchased Power for Pumping | \$ 129,834.83 |
| Chemicals | <u>79,090.00</u> |
| Cost of Water | 208,924.83 |
| Times Water Loss Above 15 Percent | <u>5.85%</u> |
| Expense Reduction to Cost of Water | <u><u>\$ 12,230.67</u></u> |

Potentially, Butler County Water is paying \$0.04 per 1,000 gallons sold, for expenses associated with water loss greater than 15 percent.¹⁰

The Commission is placing greater emphasis on monitoring utilities that consistently exceed the 15 percent water loss threshold and strongly encourages Butler County Water to pursue reasonable actions to reduce its water loss. Failure by Butler County Water to make significant progress towards reducing water loss may cause the Commission to pursue additional action with the utility.

Butler County Water proposes to execute the Loan with KRWFC to borrow \$840,000.¹¹ The proposed Loan will have a 15-year term subject to interest rates that will vary from 2.75 percent to 3.25 percent per annum.¹² Butler County Water proposes to use the proceeds from the KRWFC Loan to fully refund the RD loans held by the United States Department of Agriculture dated August 8, 1996, with an original principal amount of \$950,000 (1996 Note), and promissory note dated July 7, 1998, with an original principal amount of \$545,000 (1997A Note).¹³

¹⁰

| | |
|---|----------------|
| Expense Reduction to Cost of Water | \$ 12,230.67 |
| Divided by: Total 1,000 gallon sold from 2019 Annual Report | <u>328,093</u> |
| Cost per 1,000 gallons sold | \$ 0.04 |

¹¹ Application at 2, paragraph 5.

¹² *Id.*, Exhibit A.

¹³ Application at 2–3, paragraph 5.

Butler County Water estimates that it will expend \$946,958.05 to refund the Prior Bonds.¹⁴ The estimated expended cost to refinance the outstanding indebtedness includes reoffering premiums of \$63,000.55.¹⁵ Butler County Water provided a Debt Service Comparison indicating that the refinancing would save \$197,744.68¹⁶ over the life of the proposed Loan, resulting in a positive net present value (NPV) cash flow savings of \$165,434.86.¹⁷

The Commission has reviewed the proposed refinancing and finds Butler County Water's proposal to be reasonable due to the lower effective interest rate and cash flow savings Butler County Water would realize over the period of the Loan. However, if the new interest rate on the proposed refinancing is higher than the range of interest rates set forth in the application, Butler County Water should not proceed with the refinancing unless the NPV of the refinancing results in positive cash flow.

The Commission commends Butler County Water for taking advantage of the financing alternatives available to it, thereby securing savings for itself and its customers. However, the Commission is concerned with Butler County Water's prolonged absence from the Commission's review of its asset management through an application for adjustment of its rates. Pursuant to KRS 278.300(4), the Commission may grant or deny an application for approval of financing in whole or in part, or upon such terms and

¹⁴ *Id.*, Exhibit B, Sources and uses. Uses of Funds: \$14,700.00 (Total Underwriter's Discount) + \$16,940.00 (Costs of Issuances) + \$912,004.68 (Deposit to Current Refunding Fund) + \$3,313.37 (Rounding Amount) = \$946,958.05.

¹⁵ *Id.*, Exhibit B.

¹⁶ Application, Exhibit C.

¹⁷ *Id.*

conditions as deemed necessary or appropriate. The Commission has performed a limited review of Butler County Water's financial records that are on file for the five calendar years and determined that Butler County Water appears to be on solid financial footing at the present time. Therefore, the Commission finds that Butler County Water should file an application for adjustment of its base rates through an alternative rate filing within three years of the date of filing of this order, or, in the alternative, file a formal motion with a detailed analysis of its rates and state the reasons why no rate modification are necessary.

After consideration of the evidence of record and being sufficiently advised, the Commission finds that:

1. The proposed Loan from KRWFC is for lawful objects within the corporate purposes of Butler County Water; is necessary and appropriate for and consistent with the proper performance by the utility of its service to the public; will not impair its ability to perform that service; is reasonable, necessary, and appropriate for such purposes; and should be approved.

2. Butler County Water should execute its note as security for the proposed Loan in the manner described in its application.

3. The Commission directs Butler County Water to the Commission's March 16, 2020 and March 24, 2020 Orders in Case No. 2020-00085¹⁸ regarding filings with the Commission. The Commission expects the original documents to be filed with the Commission within 30 days of the lifting of the current state of emergency.

¹⁸ Case No. 2020-00085, *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19* (Ky. PSC Mar. 16, 2020), Order at 5–6. Case No. 2020-00085, *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19* (Ky. PSC Mar. 24, 2020), Order at 1–3.

4. The final amounts of the RD payoff, the legal fees, and the new KRWFC Loan will not be known until the refinancing transaction is finalized. Therefore, Butler County Water should provide the Commission an updated version the application, Exhibit C, reflecting the cash flow analysis of the new KRWFC Loan within ten days of finalizing the transaction.

5. Within ten days of the execution of the new KRWFC Loan documents, Butler County Water should file with the Commission one copy in paper medium and an electronic version of the Loan documents.

6. The proceeds from the proposed Loan should be used only for the lawful purposes set out in Butler County Water's application.

7. The terms and conditions of the new KRWFC Loan should be consistent with the KRWFC assistance program as described in Butler County Water's application.

8. Butler County Water should file for an adjustment in base rates or file for an alternative rate filing within three years of the date of filing of this Order to ensure that its rates are sufficient or, in the alternative, file a formal motion with a detailed analysis of its rates, and state the reasons why no rate modifications are necessary.

IT IS THEREFORE ORDERED that:

1. Butler County Water is authorized to enter into the Loan with KRWFC to borrow no more than the total amount to pay off the indebtedness proposed to be refinanced as identified in the application on the condition that the final NPV of the savings, determined upon closing, generate positive cash flow. The Loan maturity date and interest rate shall be in accordance with the KRWFC assistance program as described in Butler County Water's application.

2. Butler County Water shall execute the KRWFC Loan documents as authorized herein.

3. Butler County Water shall comply with all matters set out in finding paragraphs 3 through 7 as if they were individually so ordered.

4. Any documents filed in the future pursuant to finding paragraphs 4 and 5 shall reference this case number and shall be retained in the post-case correspondence file.

5. Butler County Water shall file for an adjustment in base rates or file for an alternative rate filing within three years of the date of filing of this Order or, in the alternative, file a formal motion with a detailed analysis of its rates and states the reasons why no modifications are necessary.


6. This case is closed and will be removed from the Commission's docket.

Nothing contained herein shall be deemed a warranty or finding of value of securities or financing authorized herein on the part of the Commonwealth of Kentucky or any agency thereof.

By the Commission

ENTERED
MAR 12 2021 rcs
KENTUCKY PUBLIC
SERVICE COMMISSION

ATTEST:



Executive Director for

Case No. 2021-00016

*Jeffrey Peebles
Manager of Administration and Finance
Butler County Water System, Inc.
P. O. Box 10180
Bowling Green, KY 42102

*Butler County Water System, Inc.
1118 S Main Street, Suite 1
Morgantown, KY 42261

*John M Dix
General Manager
Butler County Water System, Inc.
P. O. Box 10180
Bowling Green, KY 42102

*Kristen Millard
Raymond James Financial Services
300 West Vine Street
Lexington, KENTUCKY 40507

*Honorable W. Randall Jones
Attorney at Law
Rubin & Hays
Kentucky Home Trust Building
450 South Third Street
Louisville, KENTUCKY 40202

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 251324

Visit <https://web.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

BUTLER COUNTY WATER SYSTEM, INC.

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 273, whose date of incorporation is February 18, 1971 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 26th day of July, 2021, in the 230th year of the Commonwealth.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
251324/0110758

CERTIFICATE AS TO DEBT SERVICE SAVINGS

Re: Loan in the amount of \$855,000, dated July 21, 2021, to the Butler County Water System, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

In connection with the issuance of the above-referenced loan to the Butler County Water System, Inc. (the "Association"), the undersigned hereby certifies as follows:

1. That we are the financial advisor in connection with the issuance of the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B, the proceeds of which bonds fund the above-referenced Series 2021B Loan to the Association.

2. That we have been advised that on July 21, 2021, the Association intends to refund the outstanding: (a) Loan 91-17 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated August 8, 1996, in the original principal amount of \$950,000; and (b) Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated July 7, 1998, in the original principal amount of \$545,000 (collectively, the "Refunded Loans") with the proceeds of the Series 2021B Loan, which loan is scheduled to close on July 21, 2021.

3. That we have prepared a schedule titled Debt Service Comparison, which compares the debt service for the Series 2021B Loan with the debt service for the Refunded Loans. A copy of such schedule is attached hereto as **Exhibit A**.

4. That based upon (a) said examination and studies, (b) upon such further examination as was deemed appropriate and necessary by the undersigned, it is hereby certified that the debt service requirements for the proposed Series 2021B Loan, in any year of maturities thereof after the redemption of the Refunded Loans scheduled to be refunded through the issuance of the proposed Series 2021B Loan, does not exceed the scheduled debt service requirements applicable to the then outstanding Refunded Loans, for any year prior to the issuance of the proposed Series 2021B Loan and the refunding of the Refunded Loans.

IN TESTIMONY WHEREOF, witness my signature on behalf of Raymond James & Associates, Inc. this July 21, 2021.

RAYMOND JAMES & ASSOCIATES,
INC.

Kristen Millard
By Kristen Millard (Jul 6, 2021 09:20 EDT)

Authorized Representative

\$855,000

Kentucky Rural Water Finance Corporation
Taxable Public Projects Refunding Revenue Bonds, Series 2021 B
Butler Co. Water System

Debt Service Comparison

| Date | Total P+I | Net New D/S | Old Net D/S | Savings |
|--------------|-----------------------|-----------------------|-----------------------|---------------------|
| 12/31/2021 | - | - | 52,117.00 | 52,117.00 |
| 12/31/2022 | 69,687.22 | 69,687.22 | 82,801.00 | 13,113.78 |
| 12/31/2023 | 72,580.00 | 72,580.00 | 82,801.00 | 10,221.00 |
| 12/31/2024 | 75,980.00 | 75,980.00 | 82,801.00 | 6,821.00 |
| 12/31/2025 | 74,220.00 | 74,220.00 | 82,801.00 | 8,581.00 |
| 12/31/2026 | 72,460.00 | 72,460.00 | 82,801.00 | 10,341.00 |
| 12/31/2027 | 75,700.00 | 75,700.00 | 82,801.00 | 7,101.00 |
| 12/31/2028 | 73,780.00 | 73,780.00 | 82,801.00 | 9,021.00 |
| 12/31/2029 | 76,860.00 | 76,860.00 | 82,801.00 | 5,941.00 |
| 12/31/2030 | 74,780.00 | 74,780.00 | 82,801.00 | 8,021.00 |
| 12/31/2031 | 73,350.00 | 73,350.00 | 82,801.00 | 9,451.00 |
| 12/31/2032 | 71,920.00 | 71,920.00 | 82,801.00 | 10,881.00 |
| 12/31/2033 | 75,425.00 | 75,425.00 | 82,801.00 | 7,376.00 |
| 12/31/2034 | 68,745.00 | 68,745.00 | 75,528.02 | 6,783.02 |
| 12/31/2035 | 42,120.00 | 42,120.00 | 52,116.99 | 9,996.99 |
| 12/31/2036 | 41,080.00 | 41,080.00 | 48,898.27 | 7,818.27 |
| TOTAL | \$1,038,687.22 | \$1,038,687.22 | \$1,222,272.28 | \$183,585.06 |

PV Analysis Summary (Net to Net)

| | |
|--|---------------------|
| Gross PV Debt Service Savings | 159,514.26 |
| Net PV Cashflow Savings @ 2.657%(AIC) | 159,514.26 |
| Transfers from Prior Issue Debt Service Fund | (47,773.92) |
| Contingency or Rounding Amount | 3,303.47 |
| Net Benefit | 139,114.61 |
| Net Present Value Benefit | \$115,332.58 |
| Net PV Benefit / \$872,533 Refunded Principal | 13.218% |
| Net PV Benefit / \$855,000 Refunding Principal | 13.489% |

Refunding Bond Information

| | |
|-------------------------|-----------|
| Refunding Dated Date | 7/21/2021 |
| Refunding Delivery Date | 7/21/2021 |

Raymond James

**CERTIFICATE OF NOTEHOLDER AS TO
CONSENT TO ISSUANCE OF A LOAN TO THE
BUTLER COUNTY WATER SYSTEM, INC.
RANKING ON A PARITY WITH
OTHER NOTES OF THE ASSOCIATION**

Re: Loan in the amount of \$855,000, dated July 21, 2021, to the Butler County Water System, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

The Rural Development (the "RD") of the Department of Agriculture of the United States of America hereby certifies that it is the owner of the following outstanding Notes (collectively, the "Prior Loans"):

1. Loan 91-24 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated November 26, 2014, in the original principal amount of \$437,000; and
2. Loan 91-26 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated March 28, 2018, in the original principal amount of \$1,422,000.

The RD consents to the issuance of the above-referenced Series 2021B Loan in the amount of \$855,000, maturing in 2036, ranking on a parity as to security and source of payment with the Prior Loans, without the necessity for establishing compliance with any of the terms and conditions for the issuance of parity notes, other than this consent of the owner of the outstanding Prior Loans; and the RD further consents to the affixing of a statement on the Prior Loans owned by the RD, reading substantially as follows:

The holder of this Loan has consented to the issuance of the Series 2021B Loan in the principal amount of \$855,000 ranking on parity as to security and source of payment with this Loan.

IN TESTIMONY WHEREOF, witness the duly authorized signature of the Rural Development this July 7, 2021.

RURAL DEVELOPMENT

By TRACI VAUGHT Digitally signed by TRACI VAUGHT
Date: 2021.07.07 15:02:54 -04'00'
Signature
Traci Vaught
Title Acting State Director

Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202-1410
Telephone (502) 569-7525 Telefax (502) 569-7555 www.rubinhays.com

CHARLES S. MUSSON
W. RANDALL JONES
CHRISTIAN L. JUCKETT
NICHOLAS J. LOCOCO

July 6, 2021

VIA ELECTRONIC MAIL (lisa.dale@ky.gov)
Ms. Lisa Dale
Local Government Advisor
Department for Local Government
Office of Financial Management and Administration
100 Airport Road, 3rd Floor
Frankfort, Kentucky 40601

Re: Loan in the amount of \$855,000, dated July 21, 2021, to the Butler County Water System, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

Dear Ms. Dale:

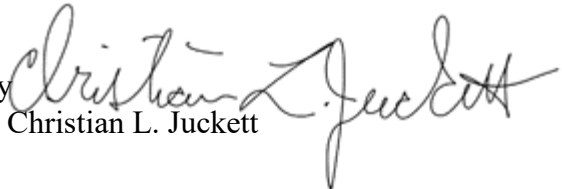
Enclosed is a copy of our proposed approving Legal Opinion, a Local Debt Notification Bond Summary Form, and the Schedule of Principal Maturities and Interest Rates in connection with the above transaction. The Loan proceeds were derived from a public competitive sale on June 29, 2021, by the financial advisor, Raymond James & Associates, Inc. of Lexington, Kentucky, at a price of \$874,290.25 (102.232% of par). Regions Bank, Nashville, Tennessee, is acting as Trustee and Paying Agent.

The Loan is dated and the closing is scheduled for July 21, 2021. The Loan (i) matures on July 1, 2036 and (ii) bears interest at the fixed rates set forth in the enclosed Schedule.

We would appreciate your furnishing us your letter that the Association has complied with the requirements of KRS 65.117 in the issuance of this Loan.

Sincerely,

Rubin & Hays

By 
Christian L. Juckett

cc: Mr. Robert Brown (RobertO.Brown@ky.gov)
Enclosures

Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202-1410

Telephone (502) 569-7525 Telefax (502) 569-7555 www.rubinhays.com

CHARLES S. MUSSON
W. RANDALL JONES
CHRISTIAN L. JUCKETT
NICHOLAS J. LOCOCO

July 21, 2021

Kentucky Rural Water Finance Corporation
1151 Old Porter Pike
Bowling Green, Kentucky 42103

Regions Bank
Corporate Trust Department
150 Fourth Avenue North, 9th Floor
Nashville, Tennessee 37219

Re: Loan in the amount of \$855,000, dated July 21, 2021, to the Butler County Water System, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

We have examined a certified copy of the transcript of proceedings of the Butler County Water System, Inc., a non-profit corporation of the Commonwealth of Kentucky (the "Association") relating to the authorization and issuance of its Assistance Agreement, dated as of July 21, 2021, (the "Assistance Agreement") by and between the Association and the Kentucky Rural Water Finance Corporation, representing a loan in the aggregate principal amount of \$855,000 (the "Loan").

The Loan has been authorized and issued pursuant to the Constitution and laws of the Commonwealth of Kentucky (the "Commonwealth"), including particularly Chapters 273 of the Kentucky Revised Statutes (the "Act"), in accordance with the Assistance Agreement.

We have examined such portions of the Constitution, statutes and laws of the United States, the Constitution, statutes and laws of the Commonwealth, and such applicable court decisions, regulations, rulings, and opinions as we have deemed necessary or relevant for the purposes of the opinions set forth below.

We have also made such investigation as we have deemed necessary for the purposes of such opinions and relied upon certificates of officials of the Commonwealth and the Association as to certain factual matters.

Based upon the foregoing, it is our opinion, under the law existing on the date of this opinion, that:

1. The Association is a non-profit corporation, duly organized and validly organized and existing as a water association under the laws of the Commonwealth and has the legal right and authority to borrow the Loan.

2. The Assistance Agreement has been duly authorized, executed and delivered by the Association and is a valid and binding obligation of the Association enforceable in accordance with its terms.

3. The Loan has been duly authorized by the Association and is a valid and binding limited and special obligation of the Association enforceable in accordance with its terms.

4. The Loan is payable as to principal, premium, if any, and interest from and is secured by a pledge of and a lien on the revenues of the Association's System, as defined in the Assistance Agreement.

Our opinion set forth above is subject to the qualification that the enforceability of the Assistance Agreement, the Loan and agreements relating thereto may be limited by bankruptcy, reorganization, moratorium, insolvency, or other similar laws relating to or affecting the enforcement of creditors' rights, and to the exercise of judicial discretion in accordance with general equitable principles.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

**LOCAL DEBT NOTIFICATION
BOND SUMMARY FORM**

Please complete this form and return to the State Local Debt Officer. Include all corresponding bond information and the **principal payment schedule**. Completion of this form along with the payment schedule will insure timely entry into the State Local Debt Report. Thank you in advance for your assistance.

Name of Entity Issuing Bond: Butler County Water System, Inc., 1118 South Main Street, Ste 1, Morgantown, Kentucky 42261

County (Please specify the **County or Counties** in which the **Entity** is located. This is strictly for our filing purposes.) Butler

Type of Bond: (please circle one or fill in the blank if type not listed) _____

| | | |
|-------------------------|--------------------|--------------------|
| Bond Anticipation Notes | General Obligation | Industrial Revenue |
| Lease Revenue | Public Corporation | Refunding |
| Refunding Revenue | Revenue | Special Assessment |

Purpose of the Bond: the current refunding of some of the Association's Rural Development notes.

IF REFUNDING AND IMPROVEMENT— Please state the name, date and principal amount of original issue(s) being refunded:

1. Loan 91-17 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated August 8, 1996, in the original principal amount of \$950,000; and
2. Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Butler County Water System, Inc., dated July 7, 1998, in the original principal amount of \$545,000

Is the COUNTY (in which the Entity is located) Obligated? No.

Date the Bond was Issued: July 21, 2021

Bond Series: Series 2021B.

Principal Amount: \$855,000

Type of Interest (Fixed or Variable): Fixed.

Interest Rate: Please see Schedule attached hereto.

Date of Initial Payment: September 1, 2021

AOC Percent (if applicable): N/A

Date of Maturity: July 1, 2036

Call Date: Obligations maturing on or after July 1, 2030 are subject to redemption at any time falling on or after July 1, 2029.

Retirement Method: Revenues of the water system.

Who is the Financial Advisor (if applicable): Raymond James & Associates, Inc., Lexington, Ky.

Who is Trustee/Paying Agent: Regions Bank, Nashville, Tennessee.

Who is Bond Counsel: Rubin & Hays, Louisville, Kentucky.

\$855,000

Kentucky Rural Water Finance Corporation
Taxable Public Projects Refunding Revenue Bonds, Series 2021 B
Butler Co. Water System

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|--------------|---------------------|----------|---------------------|-----------------------|--------------|
| 07/21/2021 | - | - | - | - | - |
| 02/01/2022 | - | - | 12,677.22 | 12,677.22 | - |
| 08/01/2022 | 45,000.00 | 3.200% | 12,010.00 | 57,010.00 | - |
| 12/31/2022 | - | - | - | - | 69,687.22 |
| 02/01/2023 | - | - | 11,290.00 | 11,290.00 | - |
| 08/01/2023 | 50,000.00 | 3.200% | 11,290.00 | 61,290.00 | - |
| 12/31/2023 | - | - | - | - | 72,580.00 |
| 02/01/2024 | - | - | 10,490.00 | 10,490.00 | - |
| 08/01/2024 | 55,000.00 | 3.200% | 10,490.00 | 65,490.00 | - |
| 12/31/2024 | - | - | - | - | 75,980.00 |
| 02/01/2025 | - | - | 9,610.00 | 9,610.00 | - |
| 08/01/2025 | 55,000.00 | 3.200% | 9,610.00 | 64,610.00 | - |
| 12/31/2025 | - | - | - | - | 74,220.00 |
| 02/01/2026 | - | - | 8,730.00 | 8,730.00 | - |
| 08/01/2026 | 55,000.00 | 3.200% | 8,730.00 | 63,730.00 | - |
| 12/31/2026 | - | - | - | - | 72,460.00 |
| 02/01/2027 | - | - | 7,850.00 | 7,850.00 | - |
| 08/01/2027 | 60,000.00 | 3.200% | 7,850.00 | 67,850.00 | - |
| 12/31/2027 | - | - | - | - | 75,700.00 |
| 02/01/2028 | - | - | 6,890.00 | 6,890.00 | - |
| 08/01/2028 | 60,000.00 | 3.200% | 6,890.00 | 66,890.00 | - |
| 12/31/2028 | - | - | - | - | 73,780.00 |
| 02/01/2029 | - | - | 5,930.00 | 5,930.00 | - |
| 08/01/2029 | 65,000.00 | 3.200% | 5,930.00 | 70,930.00 | - |
| 12/31/2029 | - | - | - | - | 76,860.00 |
| 02/01/2030 | - | - | 4,890.00 | 4,890.00 | - |
| 08/01/2030 | 65,000.00 | 2.200% | 4,890.00 | 69,890.00 | - |
| 12/31/2030 | - | - | - | - | 74,780.00 |
| 02/01/2031 | - | - | 4,175.00 | 4,175.00 | - |
| 08/01/2031 | 65,000.00 | 2.200% | 4,175.00 | 69,175.00 | - |
| 12/31/2031 | - | - | - | - | 73,350.00 |
| 02/01/2032 | - | - | 3,460.00 | 3,460.00 | - |
| 08/01/2032 | 65,000.00 | 2.300% | 3,460.00 | 68,460.00 | - |
| 12/31/2032 | - | - | - | - | 71,920.00 |
| 02/01/2033 | - | - | 2,712.50 | 2,712.50 | - |
| 08/01/2033 | 70,000.00 | 2.400% | 2,712.50 | 72,712.50 | - |
| 12/31/2033 | - | - | - | - | 75,425.00 |
| 02/01/2034 | - | - | 1,872.50 | 1,872.50 | - |
| 08/01/2034 | 65,000.00 | 2.500% | 1,872.50 | 66,872.50 | - |
| 12/31/2034 | - | - | - | - | 68,745.00 |
| 02/01/2035 | - | - | 1,060.00 | 1,060.00 | - |
| 08/01/2035 | 40,000.00 | 2.600% | 1,060.00 | 41,060.00 | - |
| 12/31/2035 | - | - | - | - | 42,120.00 |
| 02/01/2036 | - | - | 540.00 | 540.00 | - |
| 08/01/2036 | 40,000.00 | 2.700% | 540.00 | 40,540.00 | - |
| 12/31/2036 | - | - | - | - | 41,080.00 |
| Total | \$855,000.00 | - | \$183,687.22 | \$1,038,687.22 | - |

Yield Statistics

| | |
|-----------------------------------|-------------|
| Bond Year Dollars | \$6,923.75 |
| Average Life | 8.098 Years |
| Average Coupon | 2.6530019% |
| Net Interest Cost (NIC) | 2.3773969% |
| True Interest Cost (TIC) | 2.3513098% |
| Bond Yield for Arbitrage Purposes | 2.6031139% |
| All Inclusive Cost (AIC) | 2.6568866% |

IRS Form 8038

| | |
|---------------------------|-------------|
| Net Interest Cost | 2.0777741% |
| Weighted Average Maturity | 7.990 Years |

Series 2021 B - Final Loa | Butler Co Water System | 6/29/2021 | 4:43 PM

Raymond James

Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202-1410
Telephone (502) 569-7525 Telefax (502) 569-7555 www.rubinhays.com

CHARLES S. MUSSON
W. RANDALL JONES
CHRISTIAN L. JUCKETT
NICHOLAS J. LOCOCO

July 21, 2021

Kentucky Rural Water Finance Corporation
1151 Old Porter Pike
Bowling Green, Kentucky 42103

Regions Bank
Corporate Trust Department
150 Fourth Avenue North, 9th Floor
Nashville, Tennessee 37219

Re: Loan in the amount of \$855,000, dated July 21, 2021, to the Butler County Water System, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

We have examined a certified copy of the transcript of proceedings of the Butler County Water System, Inc., a non-profit corporation of the Commonwealth of Kentucky (the "Association") relating to the authorization and issuance of its Assistance Agreement, dated as of July 21, 2021, (the "Assistance Agreement") by and between the Association and the Kentucky Rural Water Finance Corporation, representing a loan in the aggregate principal amount of \$855,000 (the "Loan").

The Loan has been authorized and issued pursuant to the Constitution and laws of the Commonwealth of Kentucky (the "Commonwealth"), including particularly Chapters 273 of the Kentucky Revised Statutes (the "Act"), in accordance with the Assistance Agreement.

We have examined such portions of the Constitution, statutes and laws of the United States, the Constitution, statutes and laws of the Commonwealth, and such applicable court decisions, regulations, rulings, and opinions as we have deemed necessary or relevant for the purposes of the opinions set forth below.

We have also made such investigation as we have deemed necessary for the purposes of such opinions and relied upon certificates of officials of the Commonwealth and the Association as to certain factual matters.

Based upon the foregoing, it is our opinion, under the law existing on the date of this opinion, that:

1. The Association is a non-profit corporation, duly organized and validly organized and existing as a water association under the laws of the Commonwealth and has the legal right and authority to borrow the Loan.

2. The Assistance Agreement has been duly authorized, executed and delivered by the Association and is a valid and binding obligation of the Association enforceable in accordance with its terms.

3. The Loan has been duly authorized by the Association and is a valid and binding limited and special obligation of the Association enforceable in accordance with its terms.

4. The Loan is payable as to principal, premium, if any, and interest from and is secured by a pledge of and a lien on the revenues of the Association's System, as defined in the Assistance Agreement.

Our opinion set forth above is subject to the qualification that the enforceability of the Assistance Agreement, the Loan and agreements relating thereto may be limited by bankruptcy, reorganization, moratorium, insolvency, or other similar laws relating to or affecting the enforcement of creditors' rights, and to the exercise of judicial discretion in accordance with general equitable principles.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

A handwritten signature in blue ink, appearing to read "Kulinski & Associates", with a long horizontal flourish extending to the right.

**KENTUCKY RURAL WATER FINANCE CORPORATION
FLEXIBLE TERM FINANCE PROGRAM**

Distribution List

Re: Loan in the amount of \$855,000, dated July 21, 2021, to the Butler County Water System, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

Kentucky Rural Water Finance Corporation

Mr. Gary Larimore, Executive Director
Mr. Andy Lange, Assistant Director
1151 Old Porter Pike
Bowling Green, Kentucky 42103
Phone: (270) 843-2291
Fax: (270) 796-8623
g.larimore@krwa.org
a.lange@krwa.org

KRWFC Counsel

Damon R. Talley
Stoll Keenon Ogden PLLC
PO Box 150
112 N Lincoln Blvd.
Hodgenville, KY 42748
Phone: (270) 358-3187
Fax: (270) 358-9560
damon.talley@skofirm.com

Trustee/Administrator

Mr. Daniel Olson (615) 770-4357
Ms. Inna Culp (615) 770-4352
Regions Bank
Corporate Trust Department
150 Fourth Avenue North
Suite 1500, 15th floor
Nashville, TN 37219
Facsimile: (615) 770-4350
daniel.olson@regions.com
inna.culp@regions.com

Borrower

Mr. Jeff Peebles
Manager of Finance & Administration
Butler County Water System, Inc.
P.O. Box 10180
Bowling Green, Kentucky 42102-4780
Phone: (270) 842-0052
jeffp@warrenwater.com

Financial Advisor

Mr. Bob Pennington (859) 232-8211
Ms. Kristen Millard (859) 232-8249
Raymond James & Associates, Inc.
489 East Main Street
Lexington, Kentucky 40507
Toll-free: (800) 937-0161
Fax: (859) 232-8255
bob.pennington@raymondjames.com
kristen.millard@raymondjames.com

Bond Counsel

Mr. Charles Musson
Mr. Randy Jones
Mr. Christian Juckett
Rubin & Hays
Kentucky Home Trust Building
450 South 3rd Street
Louisville, Kentucky 40202
Phone: (502) 569-7525
Fax: (502) 569-7555
csmusson@rubinhays.com
wrjones@rubinhays.com
cljuckett@rubinhays.com